

STATE OF ALABAMA)

SHELBY COUNTY)

DECLARATION OF COVENANTS
REGARDING INGRESS AND EGRESS EASEMENTS

This Agreement is made as of the 27th day of May, 1992, by and between Valleydale Associates, Ltd., an Alabama limited partnership and Shop-A-Snak Food Mart, Inc., an Alabama corporation (hereinafter collectively referred to as "Declarants").

1992-09475

28/1992-09475

08:35 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

006 MCD 20.00

WITNESSETH THAT:

WHEREAS, Declarants are the owners of separate but contiguous parcels of land located in Shelby County, Alabama; and

WHEREAS, Declarants are desirous of declaring and establishing covenants for reciprocal cross easements for ingress and egress between the parcels to benefit all of said parcels;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Declarants hereby declare and impose upon the real property designated as Valleydale Property and Shop-A-Snak Property on Exhibit A attached hereto and incorporated herein by reference, the following covenants and restrictions:

1. That the owners, agents, tenants, and employees thereof, and invitees and others utilizing said parcels shall have the right of ingress and egress over and across the common areas now or hereafter developed for use for vehicular or pedestrian travel on each parcel, as such development may change from time to time, for the duration of this agreement, subject to the location thereon of improvements by the owners thereof, subject to the right of the owners and occupants thereof to alter, expand and relocate any improvements thereon and to construct new improvements thereon, and also subject to the right of the owners and occupants thereof to from time to time temporarily block said common areas as might be necessary for the installation, maintenance or repair of any improvements located on their respective parcel.

2. That Valleydale shall construct and maintain ingress and egress openings between the Valleydale Properties and the Shop-A-Snak Property for free passage between the same. Said ingress and egress openings shall be of the widths and locations shown on those certain plans prepared by Gay & Martin, Inc. dated May 22, 1992, and bearing Job #11756 entitled "Layout Plan" (hereinafter the "Plans").

Land Title

3. Valleydale shall construct the ingress and egress openings together with the relocation of all improvements presently situated upon the Shop-A-Snak Property as required to construct said openings in strict conformity with the Plans, including, but not limited to, landscape improvements, at the sole expense of Valleydale and in strict conformity with the Plans. Valleydale shall restore at its expense, the improvements to the Shop-A-Snak Property as said improvements are to be relocated pursuant to the Plans, to the same good condition as exist immediately prior to such relocation. Access to the convenience store and the gasoline pumps located upon the Shop-A-Snak Property shall not be blocked or impeded during the course of the relocation of said improvements. Valleydale shall be responsible for any damage that might be done to the Shop-A-Snak Property or any improvements thereon as a result of the construction by Valleydale of the ingress and egress openings. The construction of the ingress and egress openings or relocation of improvements in accordance with the Plans shall be fully completed before the expiration of 60 days after commencement thereof and, in any event, no later than 180 days after the date of this instrument.

4. Valleydale and Shop-A-Snak have each signed and dated, of even date herewith, duplicate sets of the Plans and each acknowledge receipt of one of said signed and dated sets. No changes shall be made to the Plans without the prior written consent of both Valleydale and Shop-A-Snak.

5. All of the improvements relative to the construction of the ingress and egress openings, including the relocation of signage, the relocation of landscaping, and the relocation and new installation of curbs and gutters (including those located on the Valleydale Property to the rear of the convenience store located on the Shop-A-Snak Property) shall be located in accordance with the Plans.

6. That the easements granted herein and the covenants and agreements herein set forth shall inure to the benefit of and be binding upon Valleydale and Shop-A-Snak and their respective successors and assigns, and of the future owners of the Valleydale Property and the Shop-A-Snak Property and their respective customers, invitees, tenants, employees and agents.

These covenants shall run with the land and shall bind the Declarants, their successors and assigns and shall be effective for a period of twenty years from the date hereof, at which time they shall automatically expire and become null and void.

IN WITNESS WHEREOF, the Declarants have caused this instrument to be executed as of the 27th day of May, 1992.

VALLEYDALE ASSOCIATES, LTD.,
an Alabama limited partnership

BY: VALLEYDALE, INC.,
an Alabama corporation, Its
General Partner

BY: E. Paul Strempel Jr.
Its Asst. Secretary

SHOP-A-SNAK FOOD MART, INC., an
Alabama corporation

By: E. Paul Strempel Jr.
Its vice-President

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that E. Paul Strempel Jr., whose name as Asst. Secretary of Valleydale, Inc., an Alabama corporation, in its capacity as General Partner of Valleydale Associates, Ltd., an Alabama limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and on behalf of said corporation in its capacity as General Partner of Valleydale Associates, Ltd.

Given under my hand and official seal this the 27th day of May, 1992.

Laura Lorraine Yaron
Notary Public
My Commission Expires: 10/3/92

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that E.J. Marino, Jr., whose name as Vice President of Shop-A-Snak Food Mart, Inc., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and on behalf of said corporation.

Given under my hand and official seal this the 27th day of May, 1992.

Laura Lorraine Yawon
Notary Public
My Commission Expires: 10/3/92

PREPARED BY:

John P. McKleroy, Jr.
SPAIN, GILLON, GROOMS, BLAN & NETTLES
2117 Second Avenue North
Birmingham, Alabama 35203
(205) 328-4100

dap\forms\easement.rc

EXHIBIT "A"

Shop-A-Snak Property

A parcel of land located in the NW 1/4 of Section 15, Township 19 South, Range 2 West, more particularly described as follows: Commence at the SW corner of the north half of the SE 1/4 of the NW 1/4 of said Section 15; thence in a northerly direction along the westerly line of said 1/4-1/4 section, a distance of 476.55 feet to the Point of Beginning; thence continue along last described course, a distance of 92.76 feet to the intersection with the southeasterly R.O.W. line of Valleydale Road (County Road #17); thence 49 degrees, 54 minutes right, in a northeasterly direction along said R.O.W. line, a distance of 149.63 feet; thence 47 degrees, 18 minutes, 15 seconds right, in a southeasterly direction, a distance of 97.37 feet to the intersection with the southwesterly R.O.W. line of Caldwell Mill Road (County Road #29); thence 46 degrees, 10 minutes, 55 seconds right, in a southeasterly direction along said R.O.W. line, a distance of 155.00 feet; thence 90 degrees right, in a southwesterly direction, a distance of 130.22 feet; thence 43 degrees, 49 minutes, 04 seconds right, in a northwesterly direction, a distance of 200.56 feet to the Point of Beginning, containing 45,491 square feet or 1.044 acres.

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CPY

EXHIBIT "A"
Valleydale Property

OVERALL DESCRIPTION

A parcel of land situated in the southeast one-quarter of the northwest one-quarter and the southwest one-quarter of the northwest one-quarter of Section 15, Township 19 South, Range 2 West, more particularly described as follows:

Commence at the southwest corner of the north one-half of the southeast one-quarter of the northwest one-quarter of said Section and run south 89 degrees 10 minutes 56 seconds east along the north line of the north one-half of southeast one-quarter of the northwest one-quarter of said section for a distance of 345.00 feet to the point of beginning of herein described property; thence run south 8 degrees 37 minutes 32 seconds west for a distance of 100.93 feet; thence run north 89 degrees 10 minutes 56 seconds west for a distance of 91.29 feet; thence run south 85 degrees 22 minutes 23 seconds west for a distance of 105.48 feet; thence run south 86 degrees 46 minutes 24 seconds west for a distance of 99.25 feet; thence run north 85 degrees 51 minutes 01 seconds west for a distance of 34.57 feet; thence run north 0 degrees 04 minutes 46 seconds east for a distance of 15.00 feet; thence run north 89 degrees 10 minutes 56 seconds west for a distance of 120.11 feet; thence run north 44 degrees 19 minutes 31 seconds west for a distance of 74.56 feet to the point of commencement of a curve to the left, said curve having a central angle of 22 degrees 43 minutes 08 seconds and a chord bearing of north 12 degrees 10 minutes 38 seconds east and a radius of 231.50 feet; thence travel in a northerly direction along the arc of said curve for a distance of 91.79 feet; thence run north 0 degrees 49 minutes 04 seconds east for a distance of 40.00 feet to the point of commencement of a curve to the left, said curve having a central angle of 41 degrees 40 minutes 00 seconds, and a chord bearing of north 20 degrees 00 minutes 56 seconds west and a radius of 254.91 feet; thence run in a northwesterly direction along the arc of said curve for a distance of 185.38 feet; thence run north 40 degrees 50 minutes 56 seconds west for a distance of 113.48 feet to a point on the southerly right-of-way line of Valleydale Road, said point also being the point of commencement of a curve to the left having a central angle of 3 degrees 19 minutes 18 seconds, and a chord bearing of north 52 degrees 29 minutes 59 seconds east and a radius of 2913.72 feet; thence run in a northeasterly direction along the arc of said curve for a distance of 168.92 feet; thence run north 50 degrees 50 minutes 23 seconds east for a distance of 199.55 feet; thence run south 0 degrees 00 minutes 32 seconds east for a distance of 92.74 feet; thence run south 32 degrees 50 minutes 13 seconds east for a distance of 200.63 feet; thence run north 53 degrees 20 minutes 43 seconds east for a distance of 130.22 feet to a point on the southwest right-of-way line of Caldwell Mill Road; thence run south 36 degrees 39 minutes 17 seconds east for a distance of 672.21 feet; thence run north 89 degrees 10 minutes 56 seconds west for a distance of 359.33 feet to the point of beginning. Said parcel contains 9.1584 acres.

EQM *GM*