

DECLARATION OF SLOPE EASEMENT

THIS DECLARATION OF SLOPE EASEMENT (hereinafter referred to as "Declaration") is made and entered into as of the 31st day of January, 1995 by NIEL C. MORGAN, JR., DANIEL G. MORGAN AND CHARLES E. MORGAN (hereinafter collectively referred to as "Declarant") and RTM ALABAMA, INC., an Alabama corporation (hereinafter referred to as "RTM").

W I T N E S S E T H:

WHEREAS, Declarant is currently the fee simple title owner of that certain tract of land located in Shelby County, Alabama, which is described on Exhibit A attached hereto and incorporated herein by reference. Said property is being conveyed to RTM Alabama, Inc. by deed of even date herewith and is hereinafter referred to as the "RTM Property";

WHEREAS, Declarant has agreed to establish certain easements on its remaining property for the benefit of the RTM Property. The easements shall be over and across the Property described on Exhibit B, attached hereto and incorporated herein by reference, and hereinafter referred to as the "Morgan Property"; and

WHEREAS, Declarant expressly intends that the Easement shall constitute a covenant running with the land and shall inure to the benefit of the owner of the RTM Property, its successors and assigns.

NOW, THEREFORE, for and consideration of the foregoing Recitals, Declarant hereby covenants, agrees and declares as follows:

1. TEMPORARY CONSTRUCTION EASEMENT. Declarant does hereby declare, grant and establish, for the benefit of the RTM Property, a temporary construction easement appurtenant to the RTM Property, over the Morgan Property, for the purpose of filling, installing and constructing a slope to support Declarant's parking lot and adjacent land at an elevation of at least 460.7 +/- feet above sea level. This temporary construction easement shall cease on August 1, 1995. The owner of the RTM Property shall, and hereby agrees that it will, at its sole expense, promptly after said construction, restore the surface of the area disturbed in said

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SHELBY COUNTY JUDGE OF PROBATE
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construction. Such surface restoration shall include, without limitation, revegetation of the area, cleaning all debris and otherwise complying with all applicable federal, state and local laws and the rules and regulations of any governmental authority or agency having jurisdiction thereover, including but not limited to, the Alabama Department of Environmental Management and the Alabama Department of Conservation and Natural Resources. The restoration required under this Agreement shall be as reasonably required by Declarant.

2. SLOPE EASEMENT. Declarant does hereby declare, grant and establish for the benefit of the RTM Property a temporary easement appurtenant to the RTM Property for the purpose of maintaining, repairing, replacing and renewing a slope to support Declarant's parking lot and adjacent land at an elevation of at least 460.7+- feet above sea level. Said easement shall be located on the Morgan Property. Declarant shall be allowed to terminate said slope easement at any time by filling the Morgan Property so that it is raised to an elevation substantially the same as the RTM Property; and said easement shall cease at such time as the area within the Morgan Property has been so filled.

3. COVENANT RUNNING WITH THE LAND. The Easements hereby granted shall be easements running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns, including, but not without limitation, all subsequent owners of the RTM Property and the Morgan Property and all persons claiming under them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be properly executed on this 31st day of January, 1995.

DECLARANT:



NIEL C. MORGAN, JR.

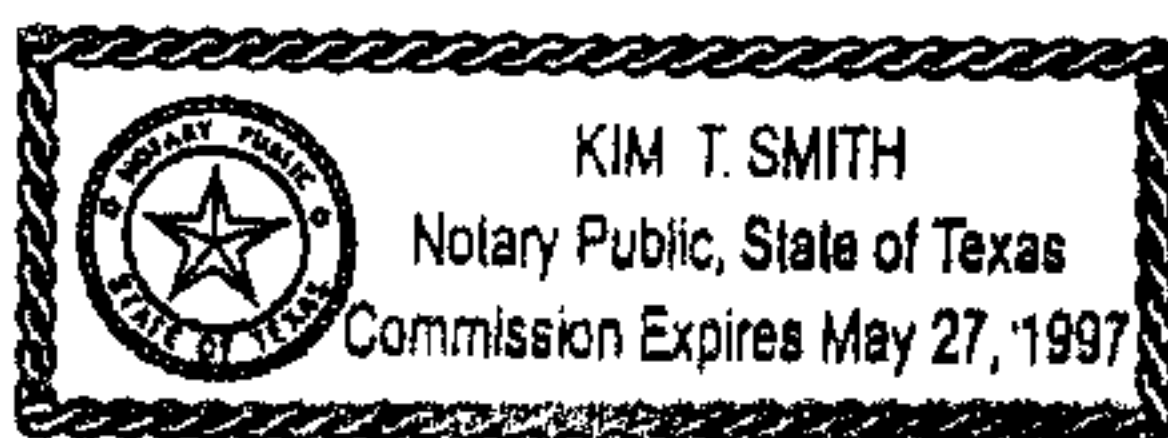
DANIEL G. MORGAN

STATE OF Texas)

COUNTY OF Harris)

I, the undersigned, a Notary Public, in and for said County, in said State, do hereby certify that Niel C. Morgan, Jr., an individual whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said document, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 31st day of January, 1995.



Kim T. Smith
NOTARY PUBLIC

MY COMMISSION EXPIRES: May 27, 1997

STATE OF _____)

COUNTY OF _____)

I, the undersigned, a Notary Public, in and for said County, in said State, do hereby certify that Daniel G. Morgan, an individual whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said document, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of January, 1995.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

construction. Such surface restoration shall include, without limitation, revegetation of the area, cleaning all debris and otherwise complying with all applicable federal, state and local laws and the rules and regulations of any governmental authority or agency having jurisdiction thereover, including but not limited to, the Alabama Department of Environmental Management and the Alabama Department of Conservation and Natural Resources. The restoration required under this Agreement shall be as reasonably required by Declarant.

2. SLOPE EASEMENT. Declarant does hereby declare, grant and establish for the benefit of the RTM Property a temporary easement appurtenant to the RTM Property for the purpose of maintaining, repairing, replacing and renewing a slope to support Declarant's parking lot and adjacent land at an elevation of at least 460.7+- feet above sea level. Said easement shall be located on the Morgan Property. Declarant shall be allowed to terminate said slope easement at any time by filling the Morgan Property so that it is raised to an elevation substantially the same as the RTM Property; and said easement shall cease at such time as the area within the Morgan Property has been so filled.

3. COVENANT RUNNING WITH THE LAND. The Easements hereby granted shall be easements running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns, including, but not without limitation, all subsequent owners of the RTM Property and the Morgan Property and all persons claiming under them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be properly executed on this ____ day of January, 1995.

DECLARANT:

NIEL C. MORGAN, JR.


DANIEL G. MORGAN

STATE OF _____)

COUNTY OF _____)

I, the undersigned, a Notary Public, in and for said County, in said State, do hereby certify that Niel C. Morgan, Jr., an individual whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said document, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the ____ day of
January, 1995.

NOTARY PUBLIC

NY COMMISSION EXPIRES:

STATE OF Colorado.

COUNTY OF Arapahoe

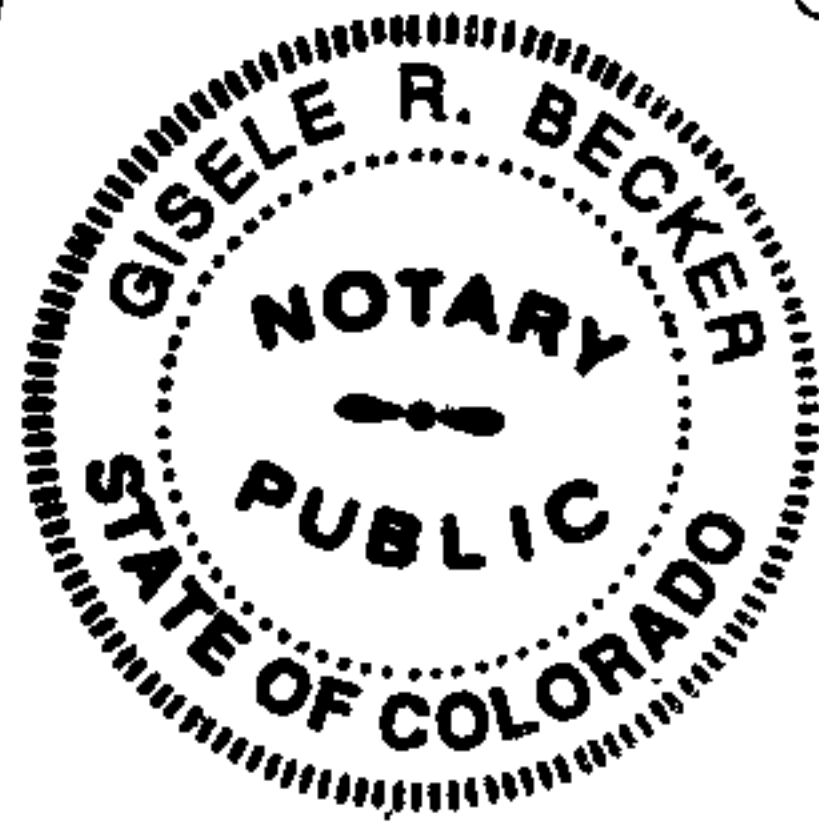
I, the undersigned, a Notary Public, in and for said County, in said State, do hereby certify that Daniel G. Morgan, an individual whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said document, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 1 day of
January, 1955.

Lebrun

Handwritten signature: Gerald R. Berne

NY COMMISSION EXPIRES:



Charles E. Morgan
CHARLES E. MORGAN

ACKNOWLEDGED AND AGREED:

RTM ALABAMA, INC.,
an Alabama corporation

By: _____

Its: _____

CHARLES E. MORGAN

ACKNOWLEDGED AND AGREED:

**RTM ALABAMA, INC.,
an Alabama corporation**

By: 

Its: SR V.P.

By: 

Its: ASST. Secretary

STATE OF ALABAMA)COUNTY OF TUSCALOOSA)

I, the undersigned, a Notary Public, in and for said County, in said State, do hereby certify that Charles E. Morgan, an individual whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said document, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 31st day of January, 1995.

Dennis J. Siegel
NOTARY PUBLIC

MY COMMISSION EXPIRES: 11/3/97

STATE OF GEORGIA)

COUNTY OF FULTON)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that JOE GONDOLFO and ROBERT S. STALLINGS, whose names as SENIOR VICE PRESIDENT and ASSISTANT SECRETARY of RTM ALABAMA, INC., an Alabama corporation, are signed to the foregoing document, and who are known to me, acknowledged before me on this day, that, being informed of the contents thereof, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 30th day of January, 1995.

Jeryl M. McIntyre
NOTARY PUBLIC

MY COMMISSION EXPIRES:

JERYL M. MCINTYRE
Notary Public, Gwinnett County, Georgia
My Commission Expires March 1, 1996

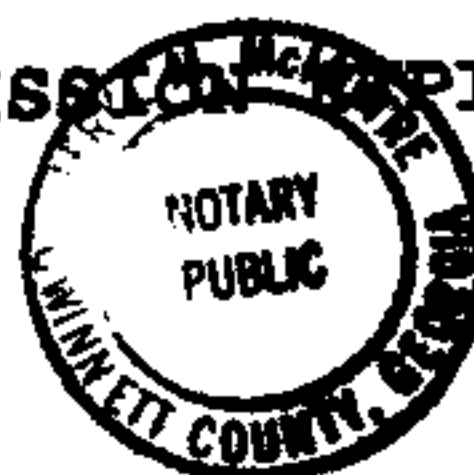


EXHIBIT "A"

A parcel of land situated in the NW 1/4 of the SE 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama being particularly described as follows:
Commence at the Southwest corner of Block 1 of Cahaba Valley Park North as recorded in Map Book 13 page 140, in the Office of the Judge of Probate, Shelby County, Alabama, said point being on the Northerly right of way line of Alabama Highway #119; thence turn an interior angle of 91 deg. 53 min. 48 sec. and run Southwesterly along said right of way line 160.00 feet to the point of beginning of the parcel herein described; thence continue along the last stated course 140.75 feet; thence turn an interior angle of 88 deg. 06 min. 12 sec. leaving said right of way line and run Northwesterly 250.00 feet; thence turn an interior angle of 91 deg. 53 min. 48 sec. and run Northeasterly 140.75 feet; thence turn an interior angle of 88 deg. 06 min. 12 sec. and run Southeasterly 250.00 feet to the point of beginning.

Exhibit B

RTM ALABAMA INC. - SLOPE EASEMENT #1
AL HWY. #119, PELHAM, AL

A SLOPE EASEMENT SITUATED IN THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 1 OF CANABA VALLEY PARK NORTH AS RECORDED IN MAP BOOK 13, PAGE 140, IN THE OFFICE OF JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF ALABAMA HIGHWAY #119;

THENCE RUN SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE 300.75 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE CONTINUE ALONG THE LAST STATED COURSE 60.03 FEET;

THENCE TURN AN INTERIOR ANGLE OF 88-06'-12" LEAVING SAID RIGHT-OF-WAY LINE AND RUN NORTHWESTERLY 250.00 FEET;

THENCE TURN AN INTERIOR ANGLE OF 91-53'-48" AND RUN NORTHEASTERLY 60.03 FEET;

THENCE TURN AN INTERIOR ANGLE OF 88-06'-12" AND RUN SOUTHEASTERLY 250.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 14,999.28 SQUARE FEET (0.34 ACRES), MORE OR LESS.

Exhibit B

**RTM ALABAMA INC. - SLOPE EASEMENT #2
AL HWY. #119, PELHAM, AL**

A SLOPE EASEMENT SITUATED IN THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 1 OF CAHABA VALLEY PARK NORTH AS RECORDED IN MAP BOOK 13, PAGE 140, IN THE OFFICE OF JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF ALABAMA HIGHWAY #119;

THENCE RUN SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE 160.00 FEET.

THENCE TURN AN INTERIOR ANGLE OF 88-06'-12" LEAVING SAID RIGHT OF WAY LINE AND RUN NORTHWESTERLY 250.00 FEET TO THE POINT OF BEGINNING OF THE SLOPE EASEMENT HEREIN DESCRIBED;

THENCE CONTINUE ALONG LAST STATED COURSE 60.03 FEET.

THENCE TURN AN INTERIOR ANGLE OF 88-06'-12" AND RUN SOUTHWESTERLY 200.78 FEET;

THENCE TURN AN INTERIOR ANGLE OF 91-53'-48" AND RUN SOUTHEASTERLY 60.03 FEET.

THENCE TURN AN INTERIOR ANGLE OF 88-06'-12" AND RUN NORTHEASTERLY 200.78 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 12,046.22 SQUARE FEET (0.28 ACRES), MORE OR LESS.

page 2 of 2

Inst # 1995-03035

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