

DECLARATION OF EASEMENT
FOR INGRESS AND EGRESS

THIS DECLARATION OF EASEMENT FOR INGRESS AND EGRESS (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 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 to 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 is also the fee simple owner of property located adjacent to the RTM Property in Shelby County, Alabama, which is described on Exhibit B attached hereto and incorporated herein by reference and hereinafter referred to as the "Morgan Property";

WHEREAS, a proposed Access road is located adjacent to the Morgan Property, as shown on Exhibit C which is attached hereto and incorporated herein by reference;

WHEREAS, Declarant hereby is desirous of dedicating a 24-foot, non-exclusive easement for ingress and egress over and across the Morgan Property that runs from the RTM Property to the proposed access road. The Easement is shown on Exhibit C, described on Exhibit D, which is attached hereto and incorporated herein by reference and hereinafter referred to as the "Easement"; 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. DECLARATION OF EASEMENT. Declarant hereby grants, bargains, sells and conveys to any future owner of the RTM Property, its successors and assigns, for the

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benefit of the RTM Property, a perpetual non-exclusive easement and right-of-way for ingress and egress for vehicular and pedestrian traffic and use over, upon and across that certain strip of land 24 feet wide, as more particularly described on Exhibit D. It is expressly agreed that the Easement shall be for the non-exclusive use and benefit of the owner of the RTM Property, its successors and assigns, guests, customers, tenants, invitees, licensees, lessees and employees at all times during the term hereof.

2. NO CROSS-PARKING. This Easement expressly excludes cross-parking rights and does not grant the owner of the RTM Property the right to park on the Morgan Property.

3. PROHIBITION OF IMPROVEMENTS ON EASEMENT PREMISES. The owner of the Morgan Property shall not build or maintain, or permit to be built or maintained, any structure which would prevent the utilization of the Easement by the owner of the RTM Property. This restriction shall not apply to paving, asphalt and other materials related to the installation, construction and maintenance of a roadway, light towers, pertinent electrical equipment, traffic or directional signs, or other similar structures which at the time of the erection thereof are usual in the management of vehicular traffic therein.

4. MAINTENANCE. The owner of the RTM Property shall be entitled to construct and maintain an asphalt driveway over the Easement.

5. COVENANT RUNNING WITH THE LAND. The Easement hereby granted, restrictions herein imposed and the Agreements herein contained shall be easements, restrictions and covenants 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.

6. PRIVATE EASEMENT. The easements, rights and privileges established, created and declared in this instrument are for the benefit of the owners of the RTM Property and shall be construed only as creating a private right in such persons and not as creating any rights in the public.

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

CHARLES E. MORGAN

ACKNOWLEDGED AND AGREED:

RTM ALABAMA, INC.,
an Alabama corporation

By: _____

Its: _____

IN WITNESS WHEREOF, the undersigned have caused this instrument to be properly executed on this 30th day of January, 1995.

DECLARANT:

NIEL C. MORGAN, JR.



DANIEL G. MORGAN

CHARLES E. MORGAN

ACKNOWLEDGED AND AGREED:

RTM ALABAMA, INC.,
an Alabama corporation

By: _____

Its: _____

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

Charles E. Morgan

CHARLES E. MORGAN

ACKNOWLEDGED AND AGREED:

RTM ALABAMA, INC.,
an Alabama corporation

By: _____

Its: _____

IN WITNESS WHEREOF, the undersigned have caused this instrument to be properly executed on this 30th day of January, 1995.

DECLARANT:

NIEL C. MORGAN, JR.

DANIEL G. MORGAN

CHARLES E. MORGAN

ACKNOWLEDGED AND AGREED:

RTM ALABAMA, INC.,
an Alabama corporation

By: 

Its: SR V.P.

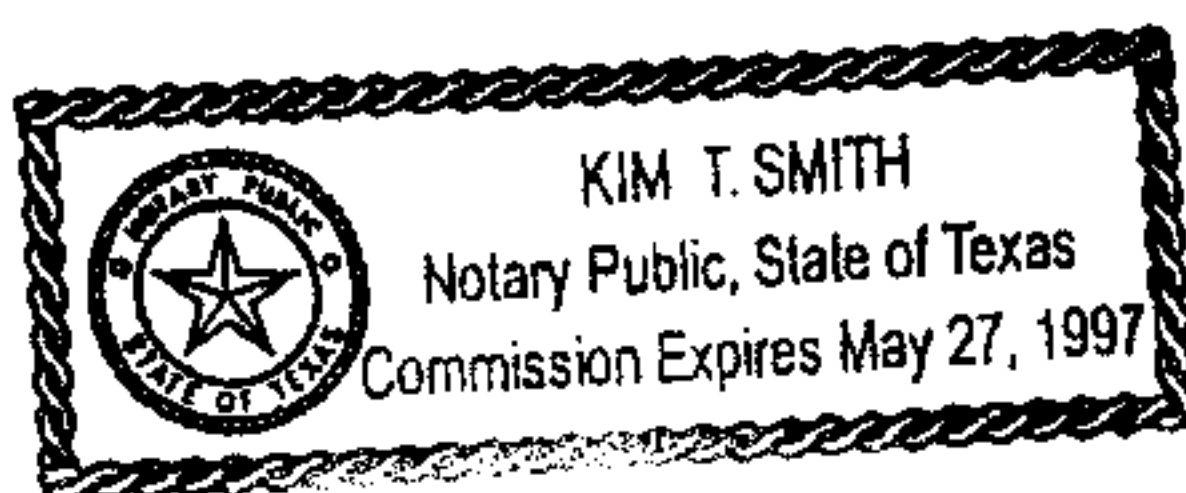
By: 

Its: Assistant Secretary

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:

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

MY COMMISSION EXPIRES:

STATE OF Colorado)COUNTY OF DENVER)

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 30 day of January, 1995.


NOTARY PUBLIC

MY COMMISSION EXPIRES:

My Commission Expires 08/23/1998

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.

Denise F. Sigler
NOTARY PUBLIC

MY COMMISSION EXPIRES: 11/3/97

STATE OF _____)

COUNTY OF _____)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that _____, whose name as _____ of RTM ALABAMA, INC., an Alabama corporation, is signed to the foregoing document, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

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

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF _____)

COUNTY OF _____)

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 _____ day of January, 1995.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF GEORGIA)

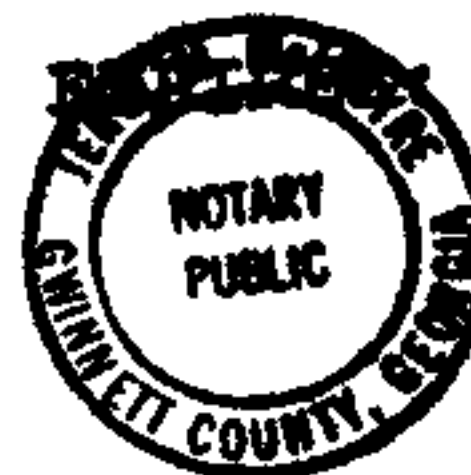
COUNTY OF FULTON)

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, Fulton 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"

**SOUTHERN FOOD MART INC.
AL HWY. #119, PELHAM, AL**

A PARCEL OF LAND SITUATED IN THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER 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 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 PARCEL HEREIN DESCRIBED;

THENCE CONTINUE ALONG THE LAST STATED COURSE 216.34 FEET;

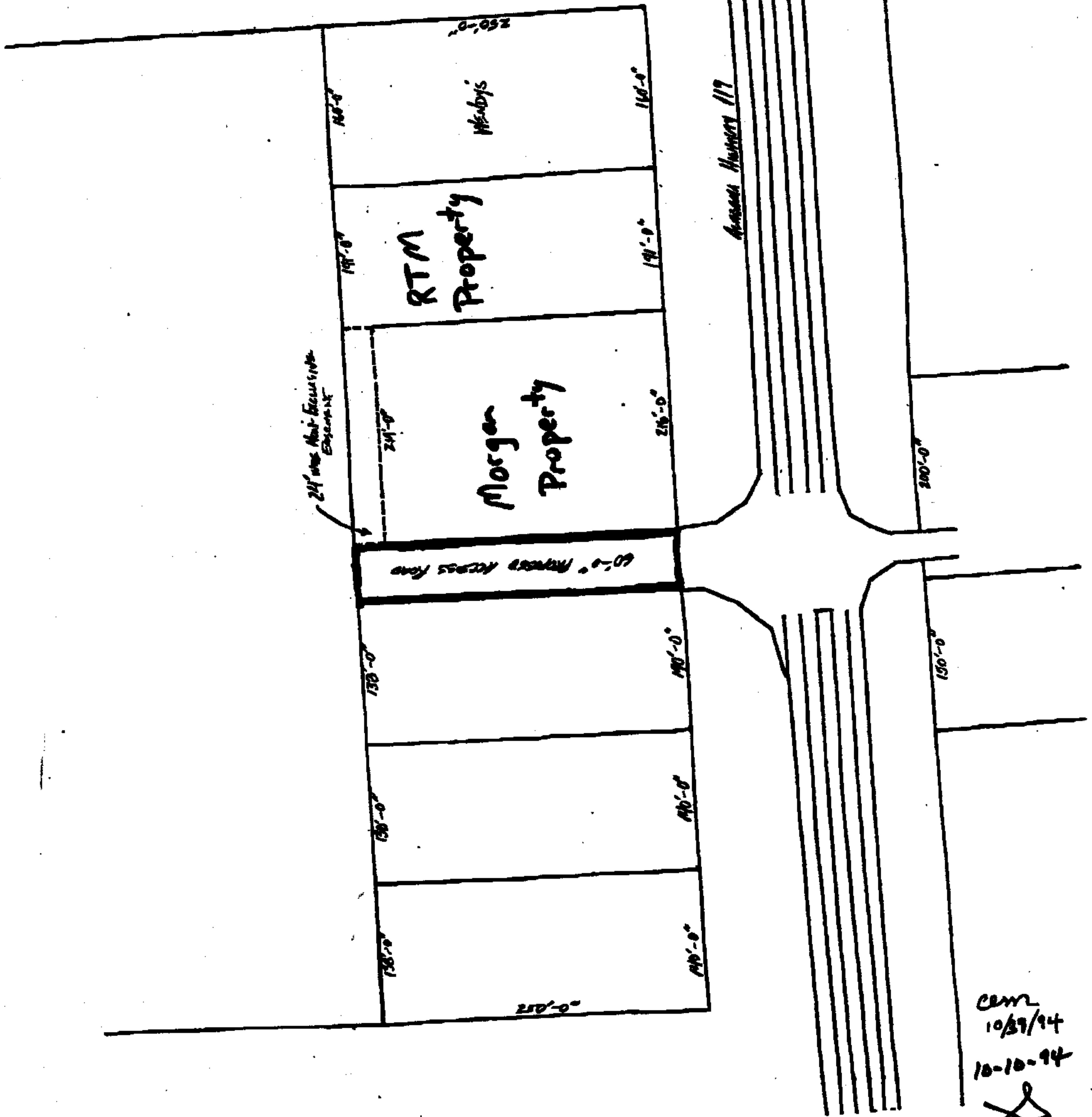
THENCE TURN AN INTERIOR ANGLE OF $88^{\circ}-06'-12''$ LEAVING SAID RIGHT-OF-WAY LINE AND RUN NORTHWESTERLY 250.00 FEET;

THENCE TURN AN INTERIOR ANGLE OF $91^{\circ}-53'-48''$ AND RUN NORTHEASTERLY 216.34 FEET;

THENCE TURN AN INTERIOR ANGLE OF $88^{\circ}-06'-12''$ AND RUN SOUTHEASTERLY 250.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 54,055.37 SQUARE FEET (1.24 ACRES), MORE OR LESS.

EXHIBIT "C"



cmr
10/29/94
10-10-94
[Signature]

EXHIBIT "D"

A 24 foot wide ingress/egress easement 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 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 300.75 feet; thence turn an interior angle of 88 deg. 06 min. 12 sec. leaving said right of way line and run Northwesterly 225.99 feet to the point of beginning said easement; thence continue along last stated course 24.01 feet; thence turn an interior angle of 88 deg. 06 min. 12 sec. and run Southwesterly 216.34 feet; thence turn an interior angle of 91 deg. 53 min. 48 sec. and run Southeasterly 24.01 feet; thence turn an interior angle of 88 deg. 06 min. 12 sec. and run Northeasterly 216.34 feet to the point of beginning.

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SHELBY COUNTY JUDGE OF PROBATE
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