

STATE OF ALABAMA,
COUNTY OF SHELBY.

CROSS EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into on this the 14th day of February, 1995, by and between Chick-Fil-A, Inc., a Georgia corporation, hereinafter referred to as "Chick-Fil-A", and Birmingham Highway 280 Hotel, Inc., hereinafter referred to as "Birmingham Highway".

W I T N E S S E T H:

WHEREAS, Chick-Fil-A and Birmingham Highway are the owners of certain tracts of property located in Shelby County, Alabama; and

WHEREAS, said tracts of property are adjacent to each other in Shelby County, Alabama.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein provided and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

(1) **INGRESS-EGRESS EASEMENT:** Chick-Fil-A does hereby grant, bargain and convey unto Birmingham Highway for the use and benefit of Birmingham Highway, a 10' foot non-exclusive easement adjacent to and extending along the easterly side of a one-foot strip of property owned by Birmingham Highway as described in **Exhibit "A"** attached hereto, for the purpose of ingress and egress over, upon and across the property of Chick-Fil-A for the installation, construction and maintenance of a sign and the utility and electrical lines to said sign which is to be constructed by Birmingham Highway on the property described in **Exhibit "A"** attached hereto.

Inst # 1995-04461

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SHELBY COUNTY JUDGE OF PROBATE
006 SNA 21.00

Birmingham Highway agrees to restore the property of Chick-Fil-A after said construction and installation of its utility and electrical lines and the construction of said sign to the same condition as existed immediately prior to construction solely at its expense. Birmingham Highway shall be allowed ingress and egress over, across and upon said property of Chick-Fil-A for the purpose of maintaining the sign and the electrical service and utilities to said sign.

(2) Birmingham Highway acknowledges total control over the property conveyed and assumes the responsibility for any and all claims made as a result of any act or occurrence on said property, and further agrees to indemnify Chick-Fil-A and hold Chick-Fil-A harmless from any and all costs, expenses, legal fees, claims and causes of action which Chick-Fil-A may suffer as a result of any act of Birmingham Highway, its agents or employees, or by the condition of the premises conveyed herein.

(3) **CROSS-OVER PARKING EASEMENT:** Birmingham Highway does hereby grant and convey to Chick-Fil-A a non-exclusive easement over, across and upon the property of Birmingham Highway for vehicular access to and parking upon seventeen (17) parking spaces which are located North of Key Drive and along the Northeasterly property line of Birmingham Highway depicted as **Parcel A** on **Exhibit "B"** attached hereto, said Exhibit "B" being a part of the site plan prepared by Chenoweth Engineering, Inc. dated May 24, 1994. This easement is for the use and benefit of the employees and licensees of Chick-Fil-A for parking purposes only and which shall be restricted for parking between the hours of 8:00 a.m and 8:00 p.m. daily.

(4) This Agreement shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day first above written.

CHICK-FIL-A, INC., A GEORGIA CORPORATION

BY: Huie H. Woods
Its: Vice President
ATTEST: [Signature]
Its: Assistant Secretary

BIRMINGHAM HIGHWAY 280 HOTEL, INC., AN ALABAMA CORPORATION

BY: Larry Blumberg
Larry Blumberg
Its President

STATE OF GEORGIA,
COUNTY OF FULTON.

GENERAL ACKNOWLEDGEMENT

I, the undersigned authority in and for said County in said State, hereby certify that Huie H. Woods as Vice President of CHICK-FIL-A, Inc., a Georgia corporation, whose name 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 the conveyance, he executed the foregoing with full authority and in his capacity on behalf of Chick-Fil-A, Inc., voluntarily on the day the same bears date.

Given under my hand and official seal this the 14th day of February, 1995.

[Signature]
NOTARY PUBLIC Notary Public, Fayette County, Georgia
MY COMMISSION EXPIRES: My Commission Expires January 17, 1998

STATE OF ALABAMA,
COUNTY OF HOUSTON.

GENERAL ACKNOWLEDGEMENT

I, the undersigned authority in and for said County in said State, hereby certify that Larry Blumberg as President of BIRMINGHAM HIGHWAY 280 HOTEL, INC., an Alabama corporation, whose name 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 the conveyance, he executed the foregoing with full authority and in his capacity on behalf of Birmingham Highway 280 Hotel, Inc., voluntarily on the day the same bears date.

Given under my hand and official seal this the 7th day of February, 1995.

W. J. L. L. L.
NOTARY PUBLIC
MY COMMISSION EXPIRES: 7-16-96

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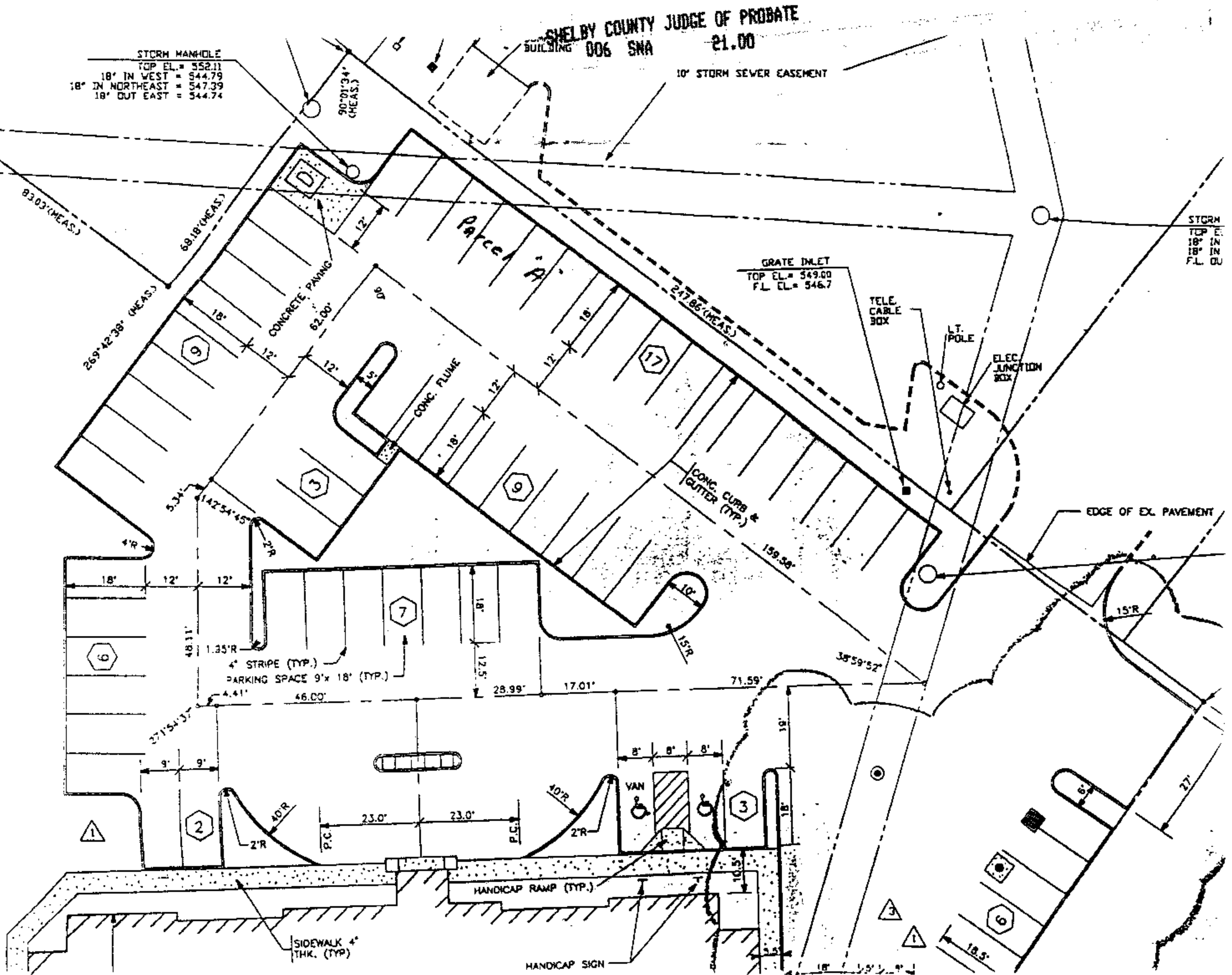
LEGAL DESCRIPTION

PART OF LOT 2, KEY POINTE SHOPPING CENTER, MAP BOOK 13, PAGE 61
SITUATED IN THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 36,
TOWNSHIP 18 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA.

Begin at the Southwesterly corner of Lot 2 and run Northeasterly along the Northwesterly line of same 193.71 feet to a point; thence an interior angle of $90^{\circ}00'00''$ and run to the right in a Southeasterly direction 6.04 feet; thence an interior angle of $270^{\circ}00'00''$ and run to the left in a Northeasterly direction of 4.00 feet; thence an interior angle of $90^{\circ}00'00''$ and run to the right in a Southeasterly direction 5.00 feet; thence an interior angle of $90^{\circ}00'00''$ and run to the right in a Southwesterly direction 5.00 feet; thence an interior angle of $90^{\circ}00'00''$ and run to the right in a Northwesterly direction 8.14 feet; thence an interior angle of $270^{\circ}00'00''$ and run to the left in a Southwesterly direction along the back of an existing curblin 180.64 feet; thence an interior angle of $270^{\circ}00'00''$ and run to the left in a Southeasterly direction 3.36 feet; thence an interior angle of $90^{\circ}00'00''$ and run to the right in an Southwesterly direction 12.06 feet to a point on the Southwesterly line of said Lot 2; thence an interior angle of $90^{\circ}00'00''$ and run to the right in a Northwesterly direction along said lot line 6.26 feet to the Point of Beginning. Contains 630.374 square feet or 0.0145 acres, more or less, and being more particularly described on that survey prepared by Paragon Engineering, Inc. dated November 30, 1994.

EXHIBIT "A"

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| <p>DATE MAY 24, 1994</p> <p>SCALE AS SHOWN</p> <p>JOB NO. 360-94</p> <p>DRAWN R I C</p> | <p>CHENOWETH ENGINEERING INC.</p> <p>CIVIL ENGINEERS 716 SOUTH 32ND STREET BIRMINGHAM, ALABAMA (205) 323-0808</p> | <p>REVISIONS</p> <p>1 5-26-94</p> <p>2 8-29-94</p> <p>3 10-19-94</p> |
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EXHIBIT "B" BEING A PART OF THE
 SITE PLAN PREPARED BY CHENOWETH
 ENGINEERING, INC. DATED 5/24/94
 WHICH IS ATTACHED HERETO AS B-1