

STATE OF ALABAMA)

SHELBY COUNTY)

CROSS EASEMENT AGREEMENT

This Cross Easement Agreement made this 20th day of FEB., 1995 by and between ADDIE SMITH, MARY CLINE MARTIN, JEAN CLINE PRYOR, ROLLIN L. JOHNSON, JR. and JAMES THOMAS JOHNSON (herein collectively, "Johnson") and INTERSTATE RESTAURANT INVESTORS, AN ALABAMA GENERAL PARTNERSHIP and FRANK C. ELLIS, JR. (herein collectively, "IRI").

WHEREAS, on this date, Johnson has sold to IRI that certain real property located in Shelby County, Alabama described on Exhibit "A" attached hereto and incorporated by reference herein (the "IRI Parcel"); and

WHEREAS, Johnson has retained real property located in Shelby County, Alabama contiguous to and easterly of the IRI Parcel (the "Johnson Retained Property"); and

WHEREAS, in conjunction with the approval of the curb cut at the northeast corner of the IRI Parcel, the Alabama Department of Transportation (the "Department") has required that such curb cut be used to access Alabama Highway 119 from and to the IRI Parcel and the Johnson Retained Property; and

WHEREAS, the parties are desirous of setting forth their agreements relative to the Department's requirement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby

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Inst # 1995-04566

acknowledged, the parties agree as follows:

1. Attached hereto as Exhibit "B" is a description of a mutual ingress-egress utility easement (the "Cross Easement") which easement is incorporated by reference herein and is located on both the IRI Parcel and the Johnson Retained Parcel.

2. Johnson hereby grants, bargains, sells and conveys to IRI, its heirs, successors and assigns, and to the IRI Parcel, a non-exclusive, perpetual easement, running with the land, for vehicular and pedestrian ingress and egress and for utilities over and across that portion of the Cross Easement which is on the Johnson Retained Property.

3. IRI hereby grants, bargains, sells and conveys to Johnson, their heirs, successors and assigns, and to the Johnson Retained Parcel, a non-exclusive perpetual easement, running with the land, for vehicular and pedestrian ingress and egress and for utilities over and across that portion of the Cross Easement which is on the IRI Parcel.

4. Each party, or their heirs, successors or assigns, shall be responsible for one-half (1/2) of the total cost of constructing any driveways within the Cross Easement. Johnson's share of any such cost expended in advance by IRI shall not be collectible until the sale of the Johnson Retained Property, which said cost shall be approved by Johnson's designated engineer.

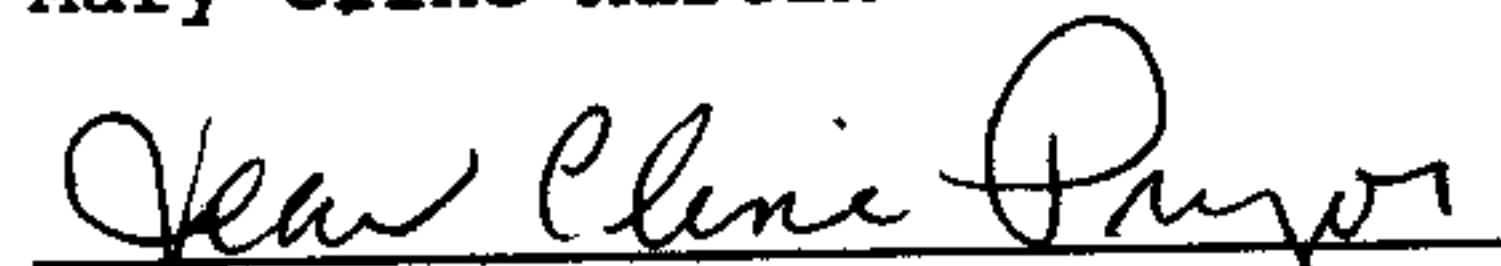
5. The property which is the Cross Easement, is not the homestead of any of the individual Johnsons or Frank C. Ellis, Jr.

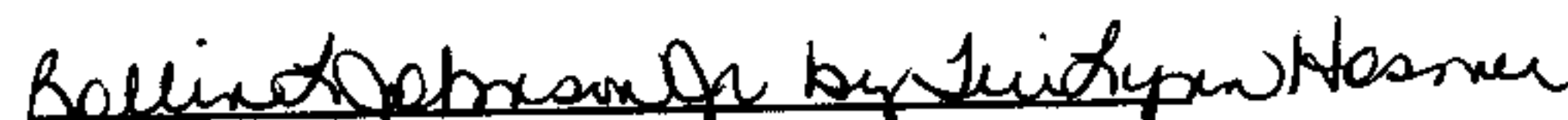
DONE this 20th day of FEB, 1995.

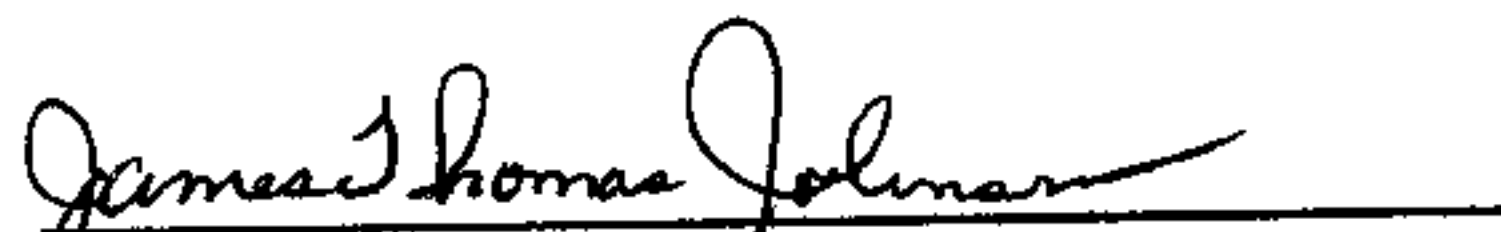


Addie Smith


Mary Cline Martin


Jean Cline Pryor


Rollin L. Johnson, Jr.


James Thomas Johnson

INTERSTATE RESTAURANT
INVESTORS, AN ALABAMA GENERAL
PARTNERSHIP

By: 
Its: General Partner

FRANK C. ELLIS, JR. 
by

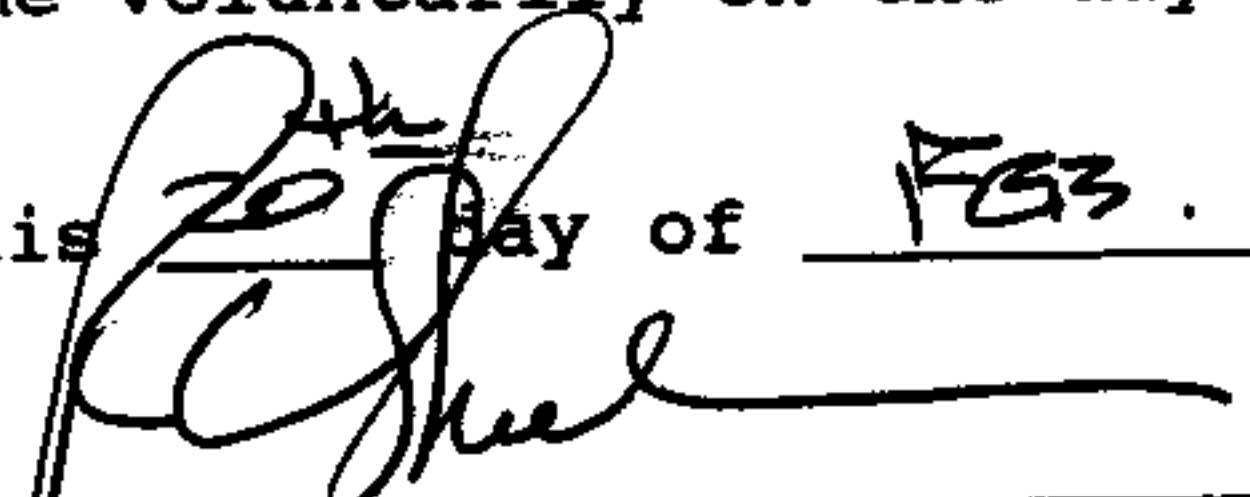
By: 
His: Attorney-in-Fact

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public, in and for said County and in said State, hereby certify that ADDIE SMITH, MARY CLINE MARTIN, JEAN CLINE PRYOR, ~~ROLLIN L. JOHNSON, JR.~~ and JAMES THOMAS JOHNSON, are signed to the foregoing Cross Easement Agreement, and who are known to me, acknowledged before me on this date, that, being informed of the contents of said Cross Easement Agreement, they have executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 20th day of FEB, 1995.



Notary Public

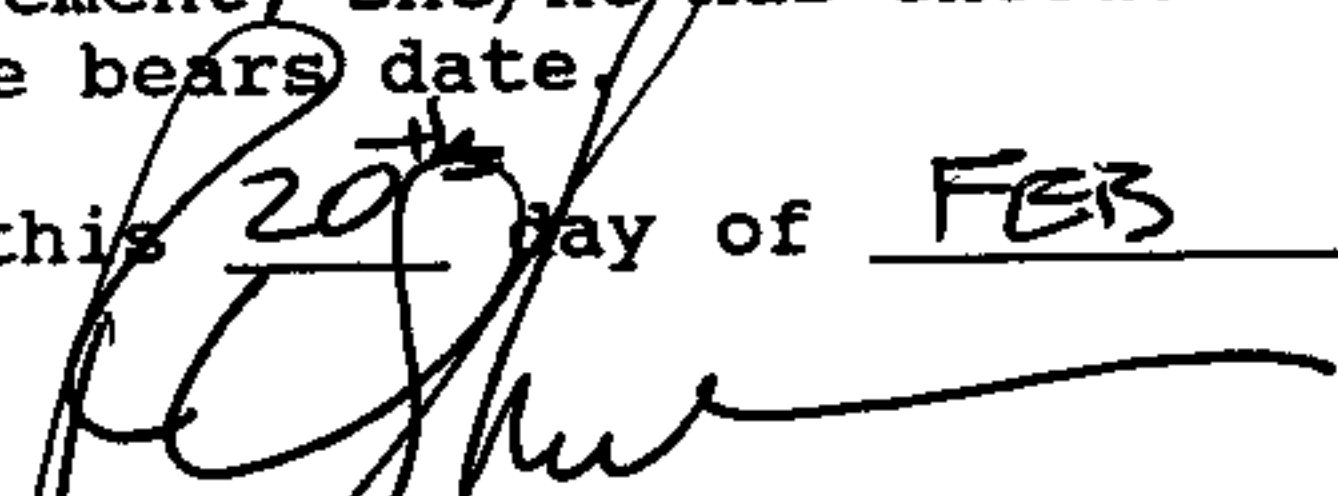
My Commission Expires: 6-20-96

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public, in and for said County and in said State, hereby certify that ~~TER~~ LYNN HOLMES as Attorney-in-Fact for ROLLIN L. JOHNSON, JR. is signed to the foregoing Cross Easement Agreement, and who is known to me, acknowledged before me on this date, that, being informed of the contents of said Cross Easement Agreement, she/he has executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 20th day of FEB, 1995.



Notary Public

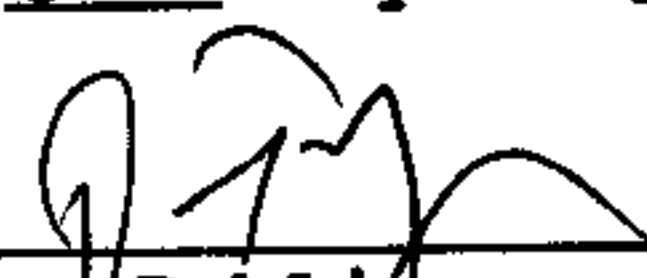
My Commission Expires: 6-20-96

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JOHN C. BROWN, whose name as General Partner of INTERSTATE RESTAURANT INVESTORS, AN ALABAMA GENERAL PARTNERSHIP, is signed to the foregoing Cross Easement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Cross Easement Agreement, he, as such General Partner and with full authority, executed the same voluntarily for and as the act of said general partnership on the day the same bears date.

Given under my hand and seal this 20 day of FEB, 1995.



Notary Public
My Commission Expires: 3-1-98

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public, in and for said County and in said State, hereby certify that JOHN C. BROWN, as Attorney-in-Fact for FRANK C. ELLIS, JR., is signed to the foregoing Cross Easement Agreement, and who is known to me, acknowledged before me on this date, that, being informed of the contents of said Cross Easement Agreement, he has executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 20 day of FEB, 1995.



Notary Public
My Commission Expires: 3-1-98

EXHIBIT A

10

A parcel of land located in the Southwest Quarter of Section 31, Township 19 South; Range 2 West and the Northwest Quarter of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama; more particularly described as follows:

Commence at the Southeast corner of the Southwest Quarter of Section 31; thence run North along the Quarter line 506.79 feet; thence left $121^{\circ}25'36''$, 1325.96 feet; thence right $129^{\circ}39'13''$, 359.51 feet to the point of beginning; thence left $90^{\circ}00'$, 319.00 feet to the easterly right of way of U.S. Highway 31; thence right $90^{\circ}00'$, 271.39 feet northerly along said right of way; thence right $45^{\circ}59'33''$, 110.03 feet to the right of way of Alabama Highway No. 119; thence an interior angle left of $140^{\circ}45'20''$ to the chord of a curve to the left with a radius of 1949.89 feet and a central angle of $7^{\circ}04'37''$; thence run along the arc of said curve 240.84 feet along the Highway 119 right of way; thence an interior angle left from said chord of $85^{\circ}14'14''$, 367.82 feet to the point of beginning.

Johnson. entire parcel

EXHIBIT B

MUTUAL INGRESS - EGRESS UTILITY EASEMENT

The following is a description of an Ingress - Egress Utility Easement in perpetuity and being more particularly described as follows:

Commence at the Southeast corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West; thence run north along the Quarter line 506.79 feet; thence left $121^{\circ}25'36''$ run in a southwesterly direction 1325.96 feet; thence right $129^{\circ}39'13''$ run in a northerly direction 359.51 feet; thence continue on last stated course 297.82 feet to the point of beginning; thence right $90^{\circ}00'00''$ run in an easterly direction 30.00 feet; thence left $90^{\circ}00'00''$ run in a northerly direction 74.63 feet to a point on the south right-of-way of Alabama Highway No. 119, said point being on a curve to the right said curve having a central angle of $01^{\circ}46'55''$ and a radius of 1949.89 feet, turn left $99^{\circ}11'45''$ to tangent and run along the arc of said curve and said right-of-way in a westerly direction 60.08 feet; thence left $82^{\circ}35'10''$ to tangent and leaving said right-of-way run in a southerly direction 65.87 feet; thence left $90^{\circ}00'00''$ run in an easterly direction 30.0 feet to the point of beginning.

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Johnson - Accus ex parte