

STATE OF ALABAMA)

SHELBY COUNTY)

JOINT EASEMENT AGREEMENT

This Joint Easement Agreement made this 20 day of February, 1995 by and between JENKINS DEVELOPMENT COMPANY, L.L.C., an Alabama limited liability company ("Jenkins"), and INTERSTATE RESTAURANT INVESTORS, an Alabama general partnership, and FRANK C. ELLIS, JR. (collectively herein Interstate Restaurant Investors and Frank C. Ellis, Jr. shall be referred to as "IRI").

WHEREAS, Jenkins is the owner of a tract of real property located in Shelby County, Alabama (the "Jenkins Property"), a portion of which is described on Exhibit "A" and depicted on Exhibit "A-1", each of which exhibits is attached hereto and incorporated by reference herein (the "Easement Area"); and

WHEREAS, the Easement Area is encumbered by mortgage held by Colonial Bank - Montgomery (the "Mortgagee"); and

WHEREAS, IRI owns that certain real property located in Shelby County, Alabama described on Exhibit "B" attached hereto and incorporated by reference herein (the "IRI Property"); and

WHEREAS, the parties are desirous of entering an agreement with respect to the Easement Area.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Jenkins hereby grants, bargains, sells and conveys to IRI, its heirs, successors and assigns, and to the IRI Property, a perpetual, nonexclusive easement, which easement shall run with the land, for vehicular and pedestrian ingress, egress and utilities over and across the Easement Area. Jenkins hereby reserves to itself, its successors and assigns, and to the Jenkins Property, all right, title and interest in and to the Easement Area not hereby expressly granted to IRI, including but not limited to the perpetual, nonexclusive right, concurrent with that of IRI, its heirs, successors and assigns (including future owners of the IRI Property), for vehicular and pedestrian ingress, egress and utilities over and across the Easement Area.

2. The parties agree that the Easement Area (or so much thereof that is improved by paving or otherwise) and the concrete drive now connecting the Easement Area with the paved portion of U.S. Highway 31 shall be maintained by the parties hereto, who shall share the cost thereof one-half by the owner or owners of the Jenkins Property and one-half by the

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owner or owners of the IRI Property and their respective heirs, successors and assigns; provided, however, that, if the concrete drive connecting the Easement Area with the paved portion of U.S. Highway 31 is expanded in a northward direction (as referred to in paragraph 4 below), the cost of such expansion and the maintenance of such expanded area shall be the sole responsibility of the owner or owners of the IRI Property and their respective heirs, successors and assigns.

3. IRI, and their respective heirs, successors and assigns (including but not limited to) each future owner of the IRI Property or any part thereof, separately and severally, hereby agree to indemnify and hold harmless Jenkins and its successors and assigns (including but not limited to any future owner or owners of the Jenkins Property), and their respective members, stockholders, partners, officers, directors, employees, agents, successors and assigns, from any and all claims, causes of action, demands or suits that may at any time hereafter be asserted by reason of the use of the Easement Area by IRI or their respective heirs, successors or assigns, or by any future owner or owners of the IRI Property, their employees, agents, servants, permittees, customers, invitees and any other persons using the Easement Area for ingress to or egress from the IRI Property. IRI and each of its heirs, successors and assigns (including but not limited to any future owner or owners of all the IRI Property or any part thereof), agree, separately and severally, to maintain in effect at all times a policy of public liability insurance issued by a corporation qualified to do business in Alabama and acceptable to Jenkins, its successors and assigns, which policy shall insure Jenkins, its successors and assigns (including but not limited to any future owner or owners of the Jenkins Property) from and against any and all liability that Jenkins, its successors and assigns may incur as a result of any personal injuries or damages to property suffered or allegedly suffered by IRI, its heirs, successors and assigns, employees, permittees, invitees, customers or any other persons whatsoever, based upon personal injury or damage to property resulting from or growing out of the use or occupancy of the Easement Area or the maintenance or failure to maintain the same. Such policy shall provide coverage to Jenkins, its successors and assigns, as additional named insureds, in amount of \$5,000,000 for personal injury or injuries to each person in connection with each occurrence and \$1,000,000 property damages in connection with each occurrence. IRI, its heirs, successors and assigns, shall furnish to Jenkins, or to its successors and assigns, a certified copy of such policy or other sufficient evidence thereof within 30 days after the execution of this Agreement and on each subsequent renewal date of such policy, such policy or evidence thereof to be in form and content satisfactory to Jenkins or other owners or owners of the Jenkins Property.

4. IRI hereby acknowledges that IRI has requested or will request the Alabama Department of Transportation to permit IRI to extend the curb cut at the Easement Area northwardly from its present limit by approximately 25 to 30 feet, so as to permit access to the IRI Property without use of the entire Easement Area. If such request is granted, the parties agree that the description of the Easement Area attached hereto as Exhibit "A" shall be amended to include only the minimum area required for access to the IRI Property, taking into account the expanded curb cut and related expansion of the concrete drive. IRI agrees to request permission for the extended curb cut, if it has not already done so, within 10 days after the date of this Agreement. If the additional curb cut request is granted, IRI will promptly notify Jenkins

thereof, and the parties hereto agree that they will promptly enter into an appropriate amendment to this Agreement to amend and reduce the area described in Exhibit "A". IRI agrees that, if IRI fails or refuses to fulfill its obligations under this paragraph, money damages will not be adequate to compensate Jenkins, and that Jenkins will be entitled to seek and obtain a judgment against IRI for specific performance in the Circuit Court of Shelby County, Alabama. The parties further agree that, if it shall become necessary for Jenkins to seek specific performance of the obligations of IRI under this paragraph, the court will be authorized to award to Jenkins, if it is the prevailing party, its attorney's fees and court costs, and other expenses of litigation.

5. This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns forever.

6. The Mortgagee has executed this document indicating its consent and approval of AND this instrument and further, that its mortgage as recorded in Instrument #1994-21978 in the Office of the Judge of Probate of Shelby County, Alabama shall be subject to this instrument. #1994-21979
#1994-21981
#1994-02791

DONE this 20 day of February, 1995.

INTERSTATE RESTAURANT INVESTORS,
an Alabama general partnership

By: [Signature]
Its: General Partner

FRANK C. ELLIS, JR.

By: [Signature]
His: Attorney-in-Fact

JENKINS DEVELOPMENT COMPANY, L.L.C.,
an Alabama limited liability company

By: [Signature]
Its: Member and Manager [Signature]

COLONIAL BANK - MONTGOMERY

By: [Signature]
Its: S.U.P.

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JOHN G. BENNETT, whose name as General Partner of INTERSTATE RESTAURANT INVESTORS, an Alabama general 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/she, as such General Partner and with full authority, executed the same voluntarily for and as the act of said partnership on the day the same bears date.

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

[Signature]
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 in said State, hereby certify that JOHN G. BENNETT as Attorney-in-Fact for FRANK C. ELLIS, JR., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that, being informed of the contents of said instrument, he has executed the same voluntarily on the day the same bears date.

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

[Signature]
Notary Public
My Commission Expires: 3-9-98

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that J.M. JENKINS, whose name as a Member and the MANAGER of JENKINS DEVELOPMENT COMPANY, L.L.C., an Alabama limited liability company, 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/she, as such Member and MANAGER and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand and seal this 17th day of ~~February~~, 1995.
MARCH

Diane Bazzell
Notary Public
My Commission Expires: 10-18-95

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JOHN RONAN, whose name as Senior Vice Pres. of COLONIAL BANK - MONTGOMERY, a 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/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

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

Carla M. Cain
Notary Public
My Commission Expires: MY COMMISSION EXPIRES AUGUST 14, 1996

This instrument was prepared by:

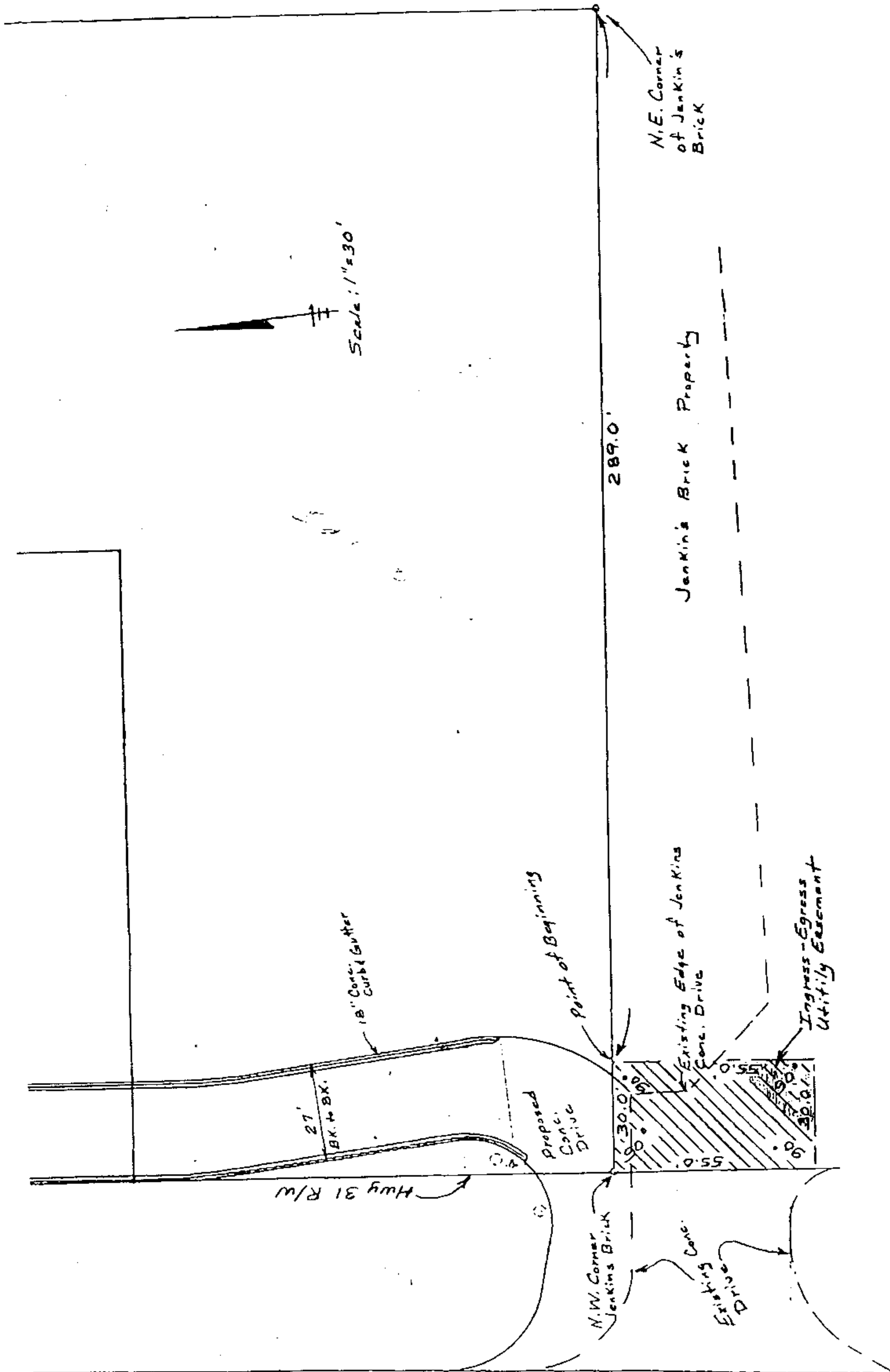
GEORGE MAYNARD
1901 6TH AVE N.
B'ham AL. 35203

EXHIBIT "A"

LEGAL DESCRIPTION FOR INGRESS - EGRESS UTILITY EASEMENT

Commence at the Southeast corner of the Southwest Quarter of Section 31 Township 19 South, Range 2 West, Shelby County, Alabama; 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; thence left $90^{\circ}00'$, 289.00 to the point of beginning of said easement; thence continue on last stated course 30 feet to the Easterly Right-of-Way of U.S. Highway 31 and to the Northwest corner of the property conveyed to Jenkin's Brick; thence left $90^{\circ}00'$, 55.0 feet Southerly along said R.O.W. thence $90^{\circ}00'00''$ left and leaving said Right-of-Way run Easterly 30.0 feet; thence $90^{\circ}00'00''$ left 55.0 feet to the point of beginning;

EXHIBIT "A-1"



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 deg. 25 min. 36 sec. 1325.96 feet; thence right 129 deg. 39 min. 13 sec. 359.51 feet to the point of beginning; thence left 90 deg. 00 min. 319.00 feet to the Easterly right-of-way of U.S. Highway 31; thence right 90 deg. 00 min. 271.39 feet Northerly along said right of way; thence right 45 deg. 59 min. 33 sec. 110.03 feet to the right of way of Alabama Highway No. 119; thence an interior angle left of 140 deg. 45 min. 20 sec. to the chord of a curve to the left with a radius of 1949.89 feet and a central angle of 7 deg. 04 min. 37 sec.; 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 deg. 14 min. 14 sec. 367.82 feet to the point of beginning.

EXHIBIT B

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