

07/27/95 THU 14:27 FAX 5868086  
City, State: BIRMINGHAM, ALABAMA  
Address: Valleydale Rd. & Caldwell Mill Road  
L/C: 001-0249

002

07/28/1995-20166  
04:00 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
016 REC 46.00

**NON-DISTURBANCE AGREEMENT  
(EASEMENT - MORTGAGE)**

THIS AGREEMENT, dated this 27th day of July, 1995 is by Wilburn O'Neal Letson, Jr.. and Sherry W. Letson ("Mortgagee"), in favor of Golden Arch Limited Partnership, a Delaware Limited Partnership ("Grantee").

**PRELIMINARY STATEMENTS**

A. The Grantee has executed or is about to execute an Easement Agreement dated May 24, 1995, between the Grantee and Steven Garrett and Janice W. Garrett (the "Easement Agreement") granting to the Grantee certain easement rights in and to the real estate described in Exhibit A (the "Premises"). A copy of the Easement Agreement is attached as Exhibit B.

B. The Mortgagee holds a mortgage which encumbers the Premises or a portion of the Premises. The mortgage is dated June 9, 1995 and is recorded June 16, 1995 as Instrument #1995-15827, Probate Office of Shelby County, Alabama.

**TERMS OF THE AGREEMENT**

In consideration of One Dollar (\$1.00) the mutual promises of the parties and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree to the following:

1. The rights of the Grantee under the Easement Agreement shall not be affected or disturbed by the Mortgagee in the exercise of any of its rights under the Mortgage or the note which it secures. Further, the Grantee shall not be named as a party defendant in any foreclosure of the lien of the Mortgage nor in any other way be deprived of its rights under the Easement Agreement.
2. In the event the Mortgagee or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in the Mortgage or by conveyance in lieu of foreclosure, the Easement Agreement shall not be terminated or affected by the foreclosure, conveyance or sale in any such proceeding. The Mortgagee also covenants that any sale by it of the Premises as a result of the exercise of any rights and remedies under the Mortgage, or otherwise, shall be made subject to the Easement Agreement and the rights of the Grantee under it.
3. The above provisions shall be self-operative and effective without the execution of any further instruments on the part of either party.
4. This Agreement may not be modified other than by an agreement in writing signed by the parties or by their respective successors in interest.
5. This Agreement shall run with the land and inure to the benefit of and be binding upon the parties and their successors and assigns.

Inst # 1995-20166

To indicate their agreement to the above, the party or their authorized representatives or officer has signed this document.

MORTGAGEE: Wilburn O'Neal Letson, Jr. and  
Sherry W. Letson

Wilburn O'Neal Letson

Sherry W. Letson

WITNESS:

Jay R. Miller

MY Commission Expires August 6, 1998

(ATTACH ACKNOWLEDGMENTS OF ALL SIGNATURES AND EXHIBIT A)

Prepared by and Return to:

Denise Strom  
Development Team Legal Department  
McDONALD'S CORPORATION  
711 Jorie Blvd  
Oak Brook, Illinois 60521

## **EXHIBIT A**

TOGETHER WITH the easements described in that certain Easement Agreement by and between Steven Garrett and Janice W. Garrett and McDonald's Corporation, dated May 24, 1995 and recorded as Instrument #1995- 20/62, in the Probate Office of Shelby County, Alabama; as assigned to Golden Arch Limited Partnership by Assignment of Easement dated July 24, 1995 and recorded as Instrument #1995- 20/63, in the Probate Office of Shelby County, Alabama.

Exhibit B

BIRMINGHAM, ALABAMA  
Valleydale Rd. & Caldwell Mill Rd.  
L/C: 001-0249

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, dated May 24, 1995, is between STEVEN GARRETT and JANICE W. GARRETT ("Grantor") and McDONALD'S CORPORATION, a Delaware corporation ("Grantee"). The following statements are a material part of this agreement:

A. Grantee is, or will be at the time of recording of this document, the owner of Parcel 1 described in Exhibit A, attached.

B. Grantor is the owner of Parcel 2, 3, 4, and 6 described in Exhibit B, attached. Grantor will be at the time of recording of this document the owner of Parcel 5 described in Exhibit B, attached.

C. Grantor wishes to grant, and Grantee wishes to receive certain easements over, under and across Parcel 2, 3, 4, 5, and 6.

THEREFORE, in consideration of TEN AND NO/100THS DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are acknowledged, the following grants, agreements, covenants and restrictions are made:

### 1. EASEMENT FOR PARKING AND INGRESS AND EGRESS

Grantor grants and conveys to Grantee a perpetual, non-exclusive easement for the purpose of vehicular parking and vehicular and pedestrian ingress and egress, to and from Parcel 1, appurtenant to Parcel 1, over, upon and across the parking areas and spaces, driveways and access ways, exits and entrances, as these areas now exist on that portion of Parcel 2 described as Parcel 4 in Exhibit C, as shown, slashed on the plot plan attached as Exhibit D.

Grantee shall maintain the easement area until Parcel 2 is developed. When Parcel 2 is developed, Grantor shall be responsible for supervising the maintenance and repair of the easement area and Grantor and Grantee, and any other party subsequently granted the right to use Parcel 4 by the Grantor or Grantor's heirs, successors or assigns, shall share equally the reasonable cost of maintaining, repairing and renewing the surface of the easement area. If Grantor fails to meet his/her/its responsibilities, Grantee may maintain and repair the easement area and bill Grantor and all other users for its costs. If Grantee is not reimbursed within thirty (30) days from the date of billing for its costs, the parties failing to pay their share may, at the Grantee's discretion, have a lien for unpaid costs placed upon the title to their property by the Grantee recording a lien claim and notice.

### 2. INGRESS/EGRESS & SIGN EASEMENT

Grantor grants and conveys to Grantee a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress to and from Parcel 1, appurtenant to Parcel 1, over, upon and across that portion of Parcel 3 described as Parcel 5 in Exhibit E, attached and shown crosshatched on Exhibit D, attached.



Grantee shall maintain the easement area until Parcel 3 is developed. When Parcel 3 is developed, Grantor shall be responsible for supervising the maintenance and repair of the easement area and Grantor and Grantee, and any other party subsequently granted the right to use Parcel 5 by the Grantor or Grantor's heirs, successors or assigns, shall share equally the reasonable cost of maintaining, repairing and renewing the surface of the easement area. If Grantor fails to meet his/her/its responsibilities, Grantee may maintain and repair the easement area and bill Grantor and all other users for its costs. If Grantee is not reimbursed within thirty (30) days from the date of billing for its costs, the parties failing to pay their share may, at the Grantee's discretion, have a lien for unpaid costs placed upon the title to their property by the Grantee recording a lien claim and notice.

Grantor also grants to Grantee a perpetual, non-exclusive easement appurtenant to Parcel 1, for the purpose of installing, operating, maintaining, repairing, replacing and renewing a pylon and two directional signs and all related utilities over, above, along, under, in and across Parcel 5 described in Exhibit E, attached the location of the sign is shown on Exhibit D attached.

\* The location of the sign easement may, as to the utilities serving the sign, be modified by Grantor with the consent of Grantee, which consent shall not be unreasonably withheld, provided there is no interruption of service to Grantee and provided Grantor is responsible for all related cost.

### 3. EASEMENTS FOR UTILITIES

Grantor also grants and conveys to Grantee perpetual, non-exclusive easements, appurtenant to Parcel 1, for the purpose of installing, operating, maintaining, repairing, replacing and renewing any and all utility lines and related facilities, including surface drainage rights, over, above, along, under, in and across Parcel 2 and Parcel 3 wherever these utility lines may be located. No trees, permanent buildings or other structures shall be placed in or allowed to encroach upon the easements, and no change of grade elevation or excavation shall be made upon the easement area without Grantee's prior written approval which approval shall not be unreasonably withheld. Grantor grants Grantee, its successors and assigns, the right to use, coupled with its easement, the utilities and related facilities. Grantor promises to maintain the utility lines and all related facilities located on Parcel 2 and Parcel 3 in good condition and repair.

Grantor also grants an irrevocable license, coupled with the easement, to use the utilities and all related facilities located in the easement area. Grantor covenants to maintain the utility lines and all related facilities located on Parcel 2 and Parcel 3 in good condition and repair. No additional charge or fee of any type shall be charged for this license.

### 4. EASEMENT FOR STORM SEWER LINE

Grantor grants to Grantee a perpetual, non-exclusive easement and license to tap into and use the storm sewer lines and related facilities located on Parcel 2 and Parcel 3 for the purpose of surface draining any and all reasonable surface water runoff from the improvements which may, from time to time, be located on Parcel 1. In lieu of tapping into the storm sewer lines, Grantee may, at is option, surface drain its reasonable surface water runoff onto Parcel 2.

### 5. TEMPORARY CONSTRUCTION AND SLOPE EASEMENT

\* Grantee covenants and agrees that no change to the location, type or size of the sign shall be made in the sign easement area without Grantor's prior written approval, which approval shall not be unreasonably withheld.

JUL 24 1995

JA	PLEASE INITIAL AND DATE
JB	

JUL 24 1995

JA	PLEASE INITIAL AND DATE
JB	

and Parcel 5

JA	PLEASE INITIAL AND DATE
JB	

Grantor grants to Grantee a temporary, non-exclusive easement appurtenant to Parcel 1, for construction purposes and to cut or fill slopes over, upon and across a portion of Parcel 2 and Parcel 3 shown dotted and slashed on Exhibit D and described as Parcel 6 on Exhibit F. The easement shall be a horizontal and vertical foot ratio sufficient to provide lateral support for Parcel 1 and the improvements which may, from time to time, be constructed upon Parcel 1.

Grantee agrees to release the easement when Parcel 2 and Parcel 3 has been developed and improved to approximately the grade or elevation of Parcel 1 and when the need for such slope easement becomes unnecessary.

#### 6. OUTFALL AND DRAINAGE DITCH EASEMENT

Grantor grants to Grantee a non-exclusive perpetual easement, appurtenant to Parcel 1, for the purpose of clearing, excavating, constructing and maintaining outfall and drainage ditches and drains, in, upon and through Parcel 2 and/or Parcel 3 described on Exhibit B.

#### 7. USE OF EASEMENT AREAS

Grantee will have the right of ingress and egress across Parcel 2, 3, 4, 5, and 6 for any purpose granted and such ingress and egress will be exercised in a reasonable manner. Where Grantee's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or allowed to encroach upon the easements, and no change of grade elevation or any excavation shall be performed without prior written approval of Grantee, which approval shall not be unreasonably withheld. However, the easement areas may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.

#### 8. ADDITIONS TO DOMINANT TENEMENT

The easements shall also be appurtenant to any land that may hereafter come into common ownership with Parcel 1. An area physically separate from Parcel 1 but having access to it by means of public ways or private easements, rights or licenses is deemed to be contiguous to Parcel 1.

#### 9. WARRANTIES OF TITLE

Grantor warrants that Grantor has good and indefeasible fee simple title to Parcels 2, 3, 4 and 6 and Grantor will have title to Parcel 5 prior to or at the time this easement is recorded; that Grantor has the full right and lawful authority to grant these easements, that Grantor will defend and indemnify Grantee against all lawful claims, and that Grantee shall and may peaceably have, hold and enjoy the easements.

#### 10. RUNNING OF BENEFITS

All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, employees and personal representatives of the parties.

#### 11. DEFAULT



If there is a failure by either party to perform, fulfill or observe any agreement contained within this Easement Agreement, to be performed, fulfilled or observed by it, continuing for thirty (30) days, or in situations involving potential danger to the health or safety of persons in, on or about or substantial deterioration of Parcel 1 or Parcel 2 and 3, in each case after written notice, the other party may, at its election, cure such failure or breach on behalf of the defaulting party. Any amount which the party so electing shall expend for such purpose, or which shall otherwise be due by either party to the other, shall be paid to the party to whom due on demand, without contest, upon delivery of its invoice, together with interest at the lower of (1) the rate of ten percent (10%) per annum, or (2) the maximum rate permissible from time to time under applicable law, from the date of the expenditure or the date when it shall have become due to the date of payment in full. The provisions of this paragraph shall be in all respects subject and subordinate to the lien of any mortgages or deeds of trust at any time or from time to time on the land of the defaulting party and the rights of the holder or holders of any mortgages or deeds of trust.

## 12. CONSTRUCTION

The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to convey a commercially usable right of enjoyment to Grantee is carried out.


## 13. NOTICE

Grantor's address is 5303 Mountain Park Drive, Indian Springs, AL 35124 and Grantee's address is McDonald's Corporation, Development Team/Legal Department, 711 Jorie Blvd., Oak Brook, Illinois 60521, attention: Director, Development Team/Legal Department. Any party may lodge written notice of a change of address. All notices shall be sent by certified mail, return receipt requested, to the addresses provided for in this paragraph and shall be deemed given when placed in the mail.



TO INDICATE THEIR CONSENT TO THIS AGREEMENT, Grantor and Grantee, or their authorized representatives or officers, have signed this document.

GRANTOR: STEVEN GARRETT AND  
JANICE GARRETT

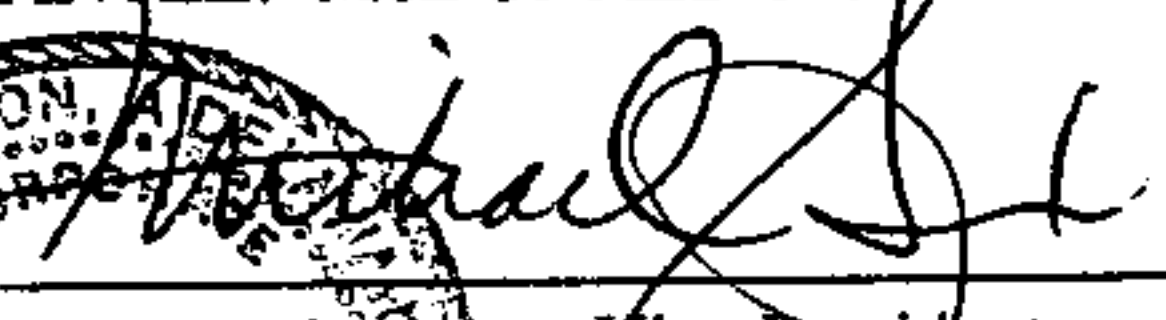

  
Steven Garrett

  
Janice Garrett



WITNESS:

GRANTEE: McDONALD'S CORPORATION

  
Assistant Vice President  
  
Department Director

WITNESS:

(ATTACH ACKNOWLEDGMENTS AND EXHIBITS A, B, C, D, E AND F)

## ACKNOWLEDGMENT - McDONALD'S

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF DUPAGE )

I, Ellen L. Loess, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Michael J. Sise, Asst. Vice President of McDonald's Corporation, a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Asst. Vice President appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such Asst. Vice President and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this May 24, 1995.

Ellen L. Ross  
Notary Public

**My commission expires May 30, 1997**



### ACKNOWLEDGMENT - INDIVIDUAL

STATE OF Alabama )  
 ) SS:  
COUNTY OF Jefferson )

I, KAREN C. ANDREWS, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that STEVEN BARRETT and JANICE BARRETT of BIRMINGHAM, ALABAMA who (is)(are) personally known to me to be the same person(s) whose name(s) (is)(are) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that (he)(she)(they) signed, sealed and delivered the said instrument as (his)(her)(their) free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 16<sup>th</sup> day of June, 1995.

Karen C. Andrews My commission expires 8/3/95  
Notary Public

## ACKNOWLEDGMENT - CORPORATE

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, President and \_\_\_\_\_, Secretary of \_\_\_\_\_, a(n) \_\_\_\_\_ corporation, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such President and Secretary respectively and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_



Exhibit A: legal description of Grantee's property  
Exhibit B: legal description of Grantor's property  
Exhibit C: legal description of ingress/egress easement  
Exhibit D: sketch of ingress/egress easement  
Exhibit E: legal description of ingress/egress easement  
Exhibit F: legal description of temporary construction and slope easement

Prepared by and Return to:

Denise Strom

Development Team Legal Department

McDONALD'S CORPORATION

One McDonald's Plaza

Oak Brook, Illinois 60521

LAKOENIGATLANTA\01-249\OP-EXT3.DOC

PARCEL #1 - VALLEYDALE ROAD  
SHELBY COUNTY, ALABAMA

A PARCEL OF LAND SITUATED IN THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 15;

THENCE WEST ALONG THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION 26.32 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED (SAID POINT BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF VALLEYDALE ROAD);

THENCE CONTINUE ALONG LAST STATED COURSE LEAVING SAID RIGHT-OF-WAY LINE 136.62 FEET;

THENCE TURN AN INTERIOR ANGLE OF 90-42-25 AND RUN NORTHWESTERLY 223.25 FEET;

THENCE TURN AN INTERIOR ANGLE OF 90-02 AND RUN NORTHEASTERLY 162.83 FEET TO THE EAST LINE OF SAID QUARTER-QUARTER SECTION;

THENCE TURN AN INTERIOR ANGLE OF 90 AND RUN SOUTHERLY ALONG SAID QUARTER-QUARTER LINE 204.48 FEET;

THENCE TURN AN INTERIOR ANGLE OF 127-59-58 LEAVING SAID QUARTER-QUARTER LINE AND RUN SOUTHWESTERLY 33.40 FEET TO THE POINT OF BEGINNING.

SAID PROPERTY CONTAINS 36,262.1 SQUARE FEET (0.83 ACRES), MORE OR LESS.

PARCEL 2

A parcel of land situated in the NW 1/4 of the NW 1/4 of Section 15, Township 19 South, Range 2 West, described as follows: Commence at the Southeast corner of the NW 1/4 of the NW 1/4 of Section 15 and go West along the South Boundary of Said 1/4 - 1/4 Section 26.32 feet to the point of beginning, said point being the point of intersection of the Northwesterly boundary of Valleydale Road and the South boundary of said 1/4 - 1/4 Section; thence continue West along said South boundary 336.58 feet; thence North 0 degrees 45 min. 49 sec., West for 360.00 feet; thence East for 363.00 feet to the East boundary of said 1/4 - 1/4 Section; thence South 0 degrees, 45 min. 45 sec. East along said East boundary for 339.10 feet to the point of intersection with the Northwesterly boundary of Valleydale Road; thence South 51 degrees, 09 min., 23 sec., West along said boundary for 33.32 feet to the point of beginning; being situated in Shelby County, Alabama.

and

Commence at the Southwest corner of the NE 1/4 of the NW 1/4 of Section 15, Township 19 South, Range 2 West, Shelby County, Alabama, and run North along the West line of said 1/4-1/4 section 250.49 feet to point of beginning; thence an angle to the right of 59 degrees 40 minutes and run Northeasterly 51.15 feet to a point of intersection with the Westerly right of way line of Caldwell Mill Road; thence Northerly along said road right of way to a point of intersection with the West line of said 1/4-1/4 section; then South along the West line of said 1/4-1/4 section 198.04 feet to point of beginning; being situated in Shelby County, Alabama.

Less and except the following described property:

PARCEL #1 - VALLEYDALE ROAD  
SHELBY COUNTY, ALABAMA

A PARCEL OF LAND SITUATED IN THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 15;

THENCE WEST ALONG THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION 26.32 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED (SAID POINT BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF VALLEYDALE ROAD);

EXHIBIT B



THENCE CONTINUE ALONG LAST STATED COURSE LEAVING SAID RIGHT-OF-WAY LINE 136.62 FEET;

THENCE TURN AN INTERIOR ANGLE OF 90-42-25 AND RUN NORTHWESTERLY 223.25 FEET;

THENCE TURN AN INTERIOR ANGLE OF 90-02 AND RUN NORTHEASTERLY 162.83 FEET TO THE EAST LINE OF SAID QUARTER-QUARTER SECTION;

THENCE TURN AN INTERIOR ANGLE OF 90 AND RUN SOUTHERLY ALONG SAID QUARTER-QUARTER LINE 204.48 FEET;

THENCE TURN AN INTERIOR ANGLE OF 127-59-58 LEAVING SAID QUARTER-QUARTER LINE AND RUN SOUTHWESTERLY 33.40 FEET TO THE POINT OF BEGINNING.

SAID PROPERTY CONTAINS 36,262.1 SQUARE FEET (0.83 ACRES), MORE OR LESS.

PARCEL 4

AN EASEMENT SITUATED IN THE NORTHWEST ONE-QUARTER OF THE  
NORTHWEST ONE-QUARTER OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 2 WEST,  
SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER  
OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 15;

THENCE WEST ALONG THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION  
162.94 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE CONTINUE ALONG LAST STATED COURSE 200.12 FEET;

THENCE TURN AN INTERIOR ANGLE OF  $90^{\circ}-43'-25''$  AND RUN NORTHWESTERLY  
50.00 FEET;

THENCE TURN AN INTERIOR ANGLE OF  $89^{\circ}-16'-35''$  AND RUN EASTERLY  
200.12 FEET;

THENCE TURN AN INTERIOR ANGLE OF  $90^{\circ}-42'-25''$  AND RUN SOUTHERLY 50.00  
FEET TO THE POINT OF BEGINNING.

EXHIBIT C





PARCEL 5

AN EASEMENT SITUATED IN THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 15;

THENCE NORTH ALONG THE EAST LINE OF SAID QUARTER-QUARTER SECTION 250.53 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE CONTINUE ALONG LAST STATED COURSE 68.89 FEET, MORE OR LESS;

THENCE TURN AN INTERIOR ANGLE OF  $120^{\circ}-19'-56''$  AND RUN NORTHEASTERLY 29.58 FEET, MORE OR LESS, TO THE WESTERLY RIGHT-OF-WAY LINE OF CALDWELL MILL ROAD;

THENCE TURN AN INTERIOR ANGLE OF  $82^{\circ}-00'-20''$  AND RUN SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE 60.42 FEET, MORE OR LESS;

THENCE TURN AN INTERIOR ANGLE OF  $97^{\circ}-59'-40''$  AND RUN SOUTHWESTERLY 55.91 FEET TO THE POINT OF BEGINNING.

AN EASEMENT SITUATED IN THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 15;

THENCE NORTH ALONG THE EAST LINE OF SAID QUARTER-QUARTER SECTION 250.57 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE CONTINUE ALONG LAST STATED COURSE 60.13 FEET, MORE OR LESS;

THENCE TURN AN INTERIOR ANGLE OF  $35^{\circ}-41'-47''$  AND RUN SOUTHWESTERLY 105.17 FEET, MORE OR LESS;

THENCE TURN AN INTERIOR ANGLE OF  $54^{\circ}-18'-13''$  AND RUN EASTERLY 43.09 FEET, MORE OR LESS;

THENCE TURN AN INTERIOR ANGLE OF  $125^{\circ}-42'-24''$  AND RUN NORTHEASTERLY 31.32 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 6

LEGAL DESCRIPTION - 25 FOOT SLOPE/CONSTRUCTION EASEMENT

AN EASEMENT SITUATED IN THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 15;

THENCE WEST ALONG THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION 162.94 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE CONTINUE ALONG LAST STATED COURSE 25.00 FEET, MORE OR LESS;

THENCE TURN AN INTERIOR ANGLE OF  $90^{\circ}-42'-25''$  AND RUN NORTHEASTLY 223.25 FEET, MORE OR LESS;

THENCE TURN AN INTERIOR ANGLE OF  $90^{\circ}$ , MORE OR LESS, AND RUN EASTERLY 25.00 FEET, MORE OR LESS;

THENCE TURN AN INTERIOR ANGLE OF  $89^{\circ}-58'$  AND RUN SOUTHERLY 223.25 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION - 25 FOOT SLOPE/CONSTRUCTION EASEMENT

AN EASEMENT SITUATED IN THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 15;

THENCE NORTH ALONG THE EAST LINE OF SAID QUARTER-QUARTER SECTION 225.38 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE CONTINUE ALONG LAST STATED COURSE 25.00 FEET, MORE OR LESS;

THENCE TURN AN INTERIOR ANGLE OF  $90^{\circ}$  AND RUN WESTERLY 187.83 FEET, MORE OR LESS;

THENCE TURN AN INTERIOR ANGLE OF  $90^{\circ}$ , MORE OR LESS, AND RUN SOUTHERLY 25.00 FEET, MORE OR LESS;

THENCE TURN AN INTERIOR ANGLE OF  $90^{\circ}$ , MORE OR LESS, AND RUN EASTERLY 187.83 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Inst. # 1555

EXHIBIT F

07/28/1995-20166  
04:00 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
016 MCD 46.00