

BIRMINGHAM, ALABAMA
Valleydale Road
L/C: 001-0249 File 13922

Inst # 1995-28993

Inst # 1995-28992

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, dated August 24, 1995, is between GOLDEN ARCH LIMITED PARTNERSHIP, a Delaware Limited Partnership ("Grantor") and CIRCLE "C" STORES, INC., an Alabama corporation ("Grantee"). The following statements are a material part of this agreement:

- A. Grantee is the owner of Parcel 1 described in Exhibit A, attached.
- B. Grantor is the owner of Parcel 2 described in Exhibit B, attached.
- C. Grantor wishes to grant, and Grantee wishes to receive certain easements over, under and across a portion of Parcel 2.

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. SANITARY SEWER EASEMENT

Grantor grants to Grantee a perpetual, non-exclusive easement, appurtenant to Parcel 1, for the purpose of operating, maintaining, repairing, replacing and renewing the sanitary sewer line, and related facilities, over, above, along, under, in and across a portion of Parcel 2 shown cross-hatched on and described as Parcel 3 on Exhibit C, attached.

Grantor also grants an irrevocable license, coupled with the easement, to use the sanitary sewer line, septic system and all related facilities located in the easement area. No additional charge or fee of any type shall be charged for this license.

Grantee agrees to be responsible for any costs associated with usage and maintenance of the sanitary sewer line and manhole running across and located on a portion of Parcel 2 shown cross-hatched on and described as Parcel 3 on Exhibit C, attached. Grantee shall be responsible for supervising the maintenance and repair of the easement area. Grantee shall perform the repair and maintenance of the easement area at such times and in such a manner so as to not unduly disrupt the operation of the restaurant on Parcel 2. Grantee agrees to restore Parcel 3 to the condition as existed prior to commencement of Grantee's Work. If Grantee fails to meet his/her/its responsibilities, Grantor may maintain and repair the easement area and bill Grantee for its costs. If Grantor is not reimbursed within thirty (30) days from the date of billing for its costs, Grantor may, at the Grantor's discretion, have a lien for unpaid costs placed upon the title to Grantee's property by the Grantor recording a lien claim and notice.

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10/12/1995-28993
09:03 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 MCD 24.00

2. USE OF EASEMENT AREAS

Grantee will have the right of ingress and egress across Parcel 3 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. However, the easement areas may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.

3. 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.

4. TERMINATION OF EASEMENT

In the event the Grantee sells or leases Parcel 1 for use as a restaurant this easement shall automatically terminate and be of no further force and effect.

5. 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, 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.

6. 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.

7. NOTICE

Grantee's address is P. O. Drawer 3070, Huntsville, AL 35810 and Grantor's address is McDonald's Corporation, Development Team/Legal Department, One McDonald's Plaza, Oak Brook, Illinois 60521, attention: Director, Real Estate/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.

GRANTEE: CIRCLE "C" STORES, INC.

By: John M. Benson Sr.

ATTEST:

By: Mary Louise Armstrong

WITNESS:

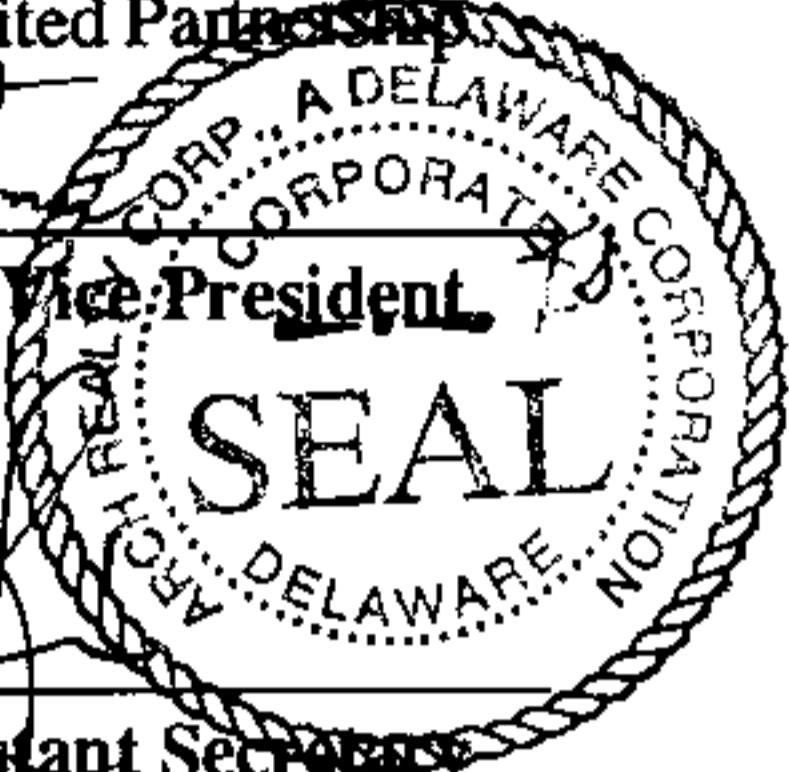
Peggy Martin
Nancy B. Ray

GRANTOR: GOLDEN ARCH LIMITED
PARTNERSHIP by Arch Realty Corp, a Delaware
Corporation, in its capacity as general partner and
on behalf of Golden Arch Limited Partnership

By: Joseph R. Thomas, Asst. Vice President

ATTEST:

By: Michael J. Sise
Michael J. Sise, Assistant Secretary



WITNESS:

Denise Strom
Carla Fauleas

(ATTACH ACKNOWLEDGMENTS AND EXHIBITS A, B AND C)

Exhibit A: legal description of Grantee's property

Exhibit B: legal description of Grantor's property

Exhibit C: legal description of sanitary sewer easement

Prepared by and Return to:

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

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ACKNOWLEDGMENT - McDONALD'S

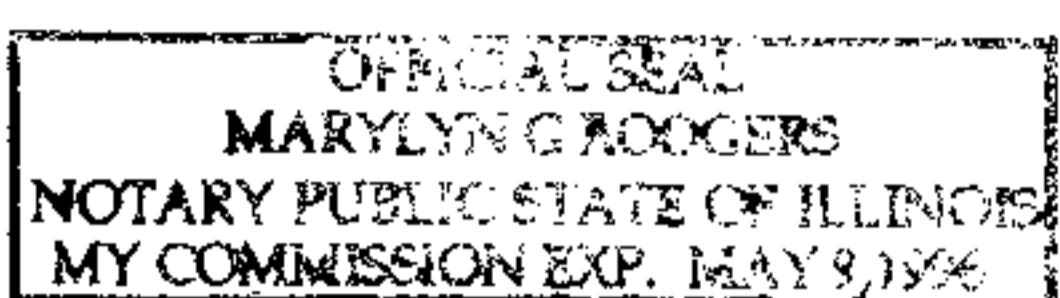
STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

I, Marylyn G. Rodgers, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Joseph R. Thomas, Assistant Vice President of Golden Arch Limited Partnership, a Delaware Limited Partnership, by Arch Realty Corp., a Delaware Corporation, in its capacity as general partner and on behalf of Golden Arch Limited Partnership who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant 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 Assistant 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 31st day of August 1995.

Marylyn G. Rodgers
Notary Public

My commission expires May 9, 1996



ACKNOWLEDGMENT - INDIVIDUAL

STATE OF _____)
) SS:
COUNTY OF _____)

I, _____, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that _____ and _____ of _____ 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 _____ day of _____, 19____.

Notary Public
My commission expires _____

ACKNOWLEDGMENT - CORPORATE

X
STATE OF Oklahoma)
)
COUNTY OF Madison)

I, Rhonda P. Reid, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Johnny M. Benson, Sr., President and Mary L. Armstrong, Secretary of Circle C Stores, Inc., a(n) Alabama 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 19th day of September, 1995

Rhonda P. Reid
Notary Public

My commission expires _____

MY COMMISSION EXPIRES AFTER 1995
NOTARIAL SEAL EXPIRES 1996

TRACT # 49: CIRCLE C
VALLEYDALE AND CALDWELL MILL ROAD

PARCEL 1

LEGAL DESCRIPTION

Commence at the Southwest corner of the Northeast quarter of the Northwest quarter, Section 15, Township 19 South, Range 2 West; thence run North along the West boundary of said quarter-quarter, 9.01 feet to the point of beginning; thence continue along the aforesaid course 241.48 feet; thence 59 degrees 40' 04" right 55.91 feet to a point on a curve concave Northeasterly, said curve being the Westerly right-of-way of Caldwell Mill Road; thence Southeasterly along the arc of said curve, said curve having a central angle of 5 degrees 23' 02" and a radius of 2005.77 feet, 188.48 feet to the intersection with the northerly right-of-way of Valleydale Road; thence 77 degrees 42' 04" right from tangent along said right-of-way 156.07 feet to the point of beginning. Situated in Shelby County, Alabama.

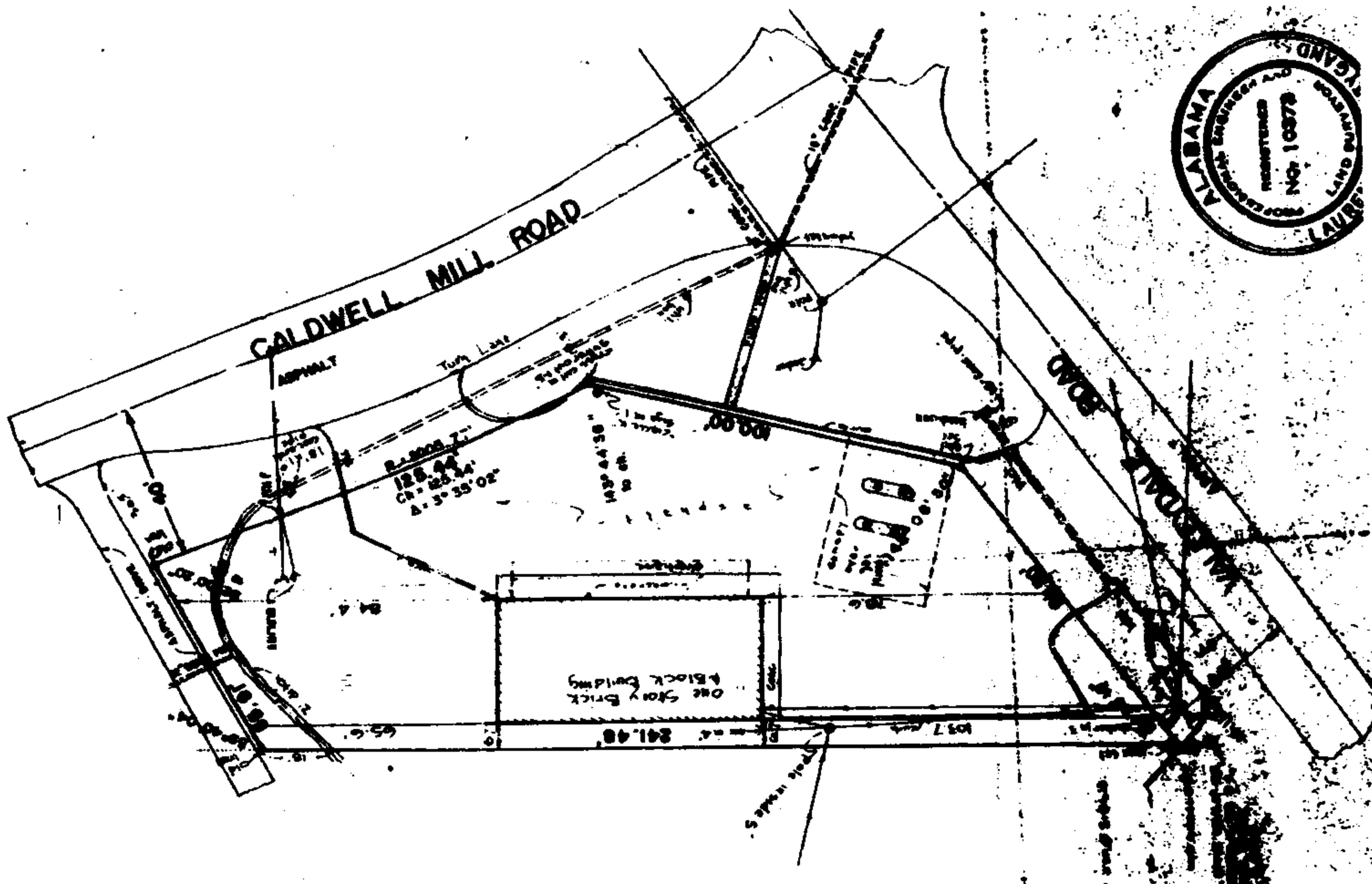


EXHIBIT A

PARCEL 2

A parcel of land situated in the Northwest 1/4 of the Northwest 1/4 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 1/4 of the Northwest 1/4 of said Section 15; thence West along the South line of said 1/4-1/4 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 $90^{\circ}42'25''$ and run Northwesterly 223.25 feet; thence turn an interior angle of $90^{\circ}02'$ and run Northeasterly 162.83 feet to the East line of said 1/4-1/4 section; thence turn an interior angle of 90° and run Southerly along said 1/4-1/4 line 204.48 feet; thence turn an interior angle of $127^{\circ}59'58''$ leaving said 1/4-1/4 line and run Southwesterly 33.40 feet to the point of beginning;

EXHIBIT B

