

Birmingham, Alabama  
Valleydale Road & Caldwell Mill Road  
L/C: 001-0249

Inst # 1995-35534

## NON-DISTURBANCE AGREEMENT (EASEMENT - MORTGAGE)

THIS AGREEMENT, dated this 31st day of July, 1995 is by and between Protective Life Insurance Company ("Mortgagee"), and Golden Arch Limited Partnership, a Delaware Limited Partnership ("Grantee").

### PRELIMINARY STATEMENTS

A. The Grantee has executed an Easement Agreement dated June 30, 1995, between the Grantee and Valleydale Village Shopping Center (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 Amended and Restated Mortgage and Security Agreement and a Mortgage and Security Agreement which encumbers the Premises or a portion of the Premises. The mortgages are dated April 4, 1987 and recorded in Book 127, page 491, and August 19, 1994, and recorrored as Instrument # 1994-28368 both in the 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.

12/11/1995-35534  
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SHELBY COUNTY JUDGE OF PROBATE  
019 MCD 53.50

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.

To indicate their agreement to the above, the parties or their authorized representatives or officers have signed this document.

MORTGAGEE: Protective Life  
Insurance Company

GRANTEE: Golden Arch Limited Partnership,  
a Delaware Limited Partnership.

By: \_\_\_\_\_

*William III*

BY: Arch Realty, a Delaware  
Corporation, General Partner

By: \_\_\_\_\_

*Josephine*

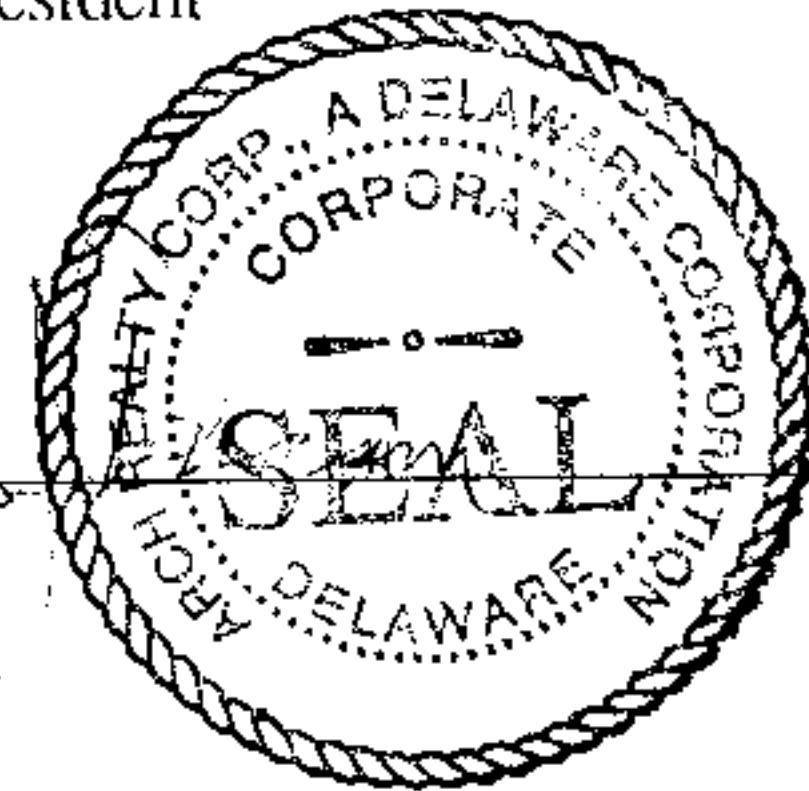
Assistant Vice-President

ATTEST:

*R. M. Licht*  
Assistant Secretary

ATTEST:

*John*  
Staff Director



WITNESS:

*Linda L. Jones*  
*Breta Whitfield*

WITNESS:

*Sue Fisher*  
*Ellen Loess*

(ATTACH ACKNOWLEDGMENTS OF ALL SIGNATURES AND EXHIBIT A and B)

Prepared by and Return to:

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

(ACKNOWLEDGMENT - Golden Arch Limited Partnership)

STATE OF ILLINOIS

SS:

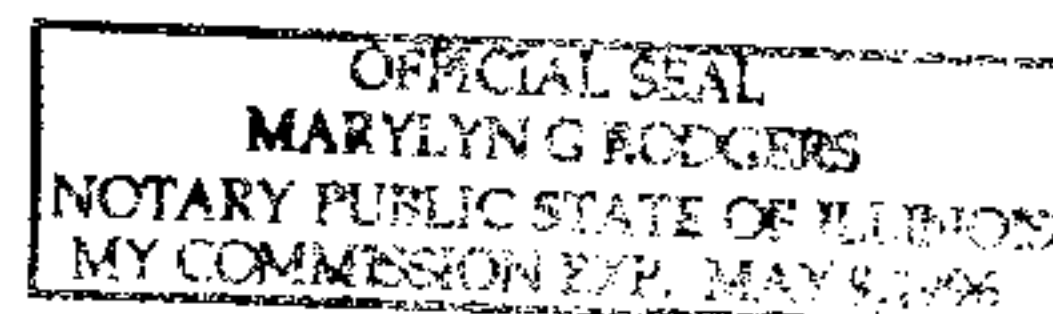
COUNTY OF DUPAGE

I, Marylyn G. Rodgers, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Michael J. Sise Assistant Vice President of Golden Arch Limited Partnership, a Delaware 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 July 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)

STATE OF AL )  
 ) SS:  
COUNTY OF Jefferson )

I, Rebecca T. Carter, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that A. S. Williams, Jr Sr. Vice President of Protective Life Insurance Co Tennessee corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such 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 for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 14th day of November, 1995.

Rebecca T. Carter  
Notary Public My Commission expires \_\_\_\_\_.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.  
MY COMMISSION EXPIRES: July 22, 1997.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

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\* Company

VALLEYDALE ROAD  
SHELBY COUNTY, ALABAMA

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 26.32 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF VALLEYDALE ROAD;

THENCE TURN LEFT  $38^{\circ}-44'-23''$  AND RUN SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE 250 FEET, MORE OR LESS TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE CONTINUE ALONG THE LAST STATED COURSE 2.6 FEET, MORE OR LESS;

THENCE TURN AN ANGLE OF  $90^{\circ}$  LEFT AND RUN SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE 10 FEET, MORE OR LESS;

THENCE TURN AN INTERIOR ANGLE OF  $90^{\circ}$  AND RUN SOUTHWESTERLY 57 FEET, MORE OR LESS ALONG THE ARC OF A CURVE;

THENCE TURN AN INTERIOR ANGLE OF  $86^{\circ}-39'-57''$  LEAVING SAID RIGHT-OF-WAY LINE AND RUN 267 FEET, MORE OR LESS;

THENCE TURN AN INTERIOR ANGLE OF  $143^{\circ}-55'-35''$  AND RUN NORTHERLY 50.00 FEET, MORE OR LESS;

THENCE TURN AN INTERIOR ANGLE OF  $89^{\circ}-16'-35''$  AND RUN EASTERLY 50 FEET, MORE OR LESS;

THENCE TURN AN INTERIOR ANGLE OF  $90^{\circ}-43'-25''$  AND RUN SOUTHERLY 50 FEET, MORE OR LESS;

THENCE TURN AN INTERIOR ANGLE OF  $269^{\circ}-16'-35''$  AND RUN EASTERLY 25 FEET, MORE OR LESS;

THENCE TURN AN INTERIOR ANGLE OF  $126^{\circ}-47'-50''$  AND RUN SOUTHEASTERLY 200 FEET, MORE OR LESS, TO THE NORTHERLY RIGHT-OF-WAY LINE OF VALLEYDALE ROAD AND THE POINT OF BEGINNING.

LEGAL DESCRIPTION - SLOPE/GRADING EASEMENT  
PARCEL 4 - VALLEYDALE ROAD  
SHELBY COUNTY, ALABAMA

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:



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17.5 FEET, MORE OR LESS;

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

THENCE TURN AN INTERIOR ANGLE OF  $219^{\circ}-16'-04''$ , MORE OR LESS, AND RUN  
SOUTHEASTERLY 43.59 FEET, MORE OR LESS, TO THE NORTHERLY RIGHT-OF-WAY LINE  
OF VALLEYDALE ROAD;

THENCE TURN AN INTERIOR ANGLE OF  $99^{\circ}-03'-57''$  AND RUN NORTHEASTERLY  
ALONG SAID RIGHT-OF-WAY LINE 68.25 FEET, MORE OR LESS, TO THE POINT OF  
BEGINNING;

Birmingham, Alabama  
Valleydale Road & Caldwell Mill Road  
L/C: 001-0249

## RECIPROCAL EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, dated June 30, 1995, is between Valleydale Village Shopping Center ("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 Parcels 2 and 4 described in Exhibit B, attached.

C. Grantor wishes to grant, and Grantee wishes to receive certain easements over, under and across Parcels 2 and 4.

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 INGRESS AND EGRESS

Grantor grants and conveys to Grantee a non-exclusive easement, for so long as Grantee operates a McDonald's restaurant on Parcel 1, for the purpose of vehicular and pedestrian ingress and egress to and from Parcel 1, appurtenant to Parcel 1, over, upon and across the parking areas and driveways, spaces, and access ways, sidewalks and walkways, exits and entrances, and other common areas, as such area shall, from time to time be developed, altered, or modified on Parcel 2 as shown on the plan attached as Exhibit C, and more particularly described on Exhibit D attached.

Grantee agrees to perform, at Grantee's sole cost and expense, a traffic study of the easement area. If the traffic study proposes any modification to the easement area, the traffic study shall be submitted to Grantor for Grantor's approval, which approval shall not be unreasonably withheld. In the event the study determines that the flow of traffic through the easement area should be modified, Grantee agrees at Grantee's sole cost and expense to restripe and/or relocate the islands located within the easement area to provide for the free flow of traffic through the easement area.

Grantee shall construct such curbs, barriers or other impediments as shall be necessary along the boundary of its driveway (labeled "Parcel 2 - Ingress/Egress" on Exhibit "C") as is necessary to prevent use of the ingress and egress easement by owners or tenants of property other than the McDonald's Restaurant property on Parcel 1. No curb cuts will be made, and no vehicular entrance will be allowed from any adjacent parcels or property other than Parcel 1 except as expressly permitted in Paragraph 6 hereof.

Grantee also agrees to, at Grantee's sole cost and expense, to reconfigure the grass median area to align it with the easement entrance, as shown slashed on Exhibit C.

Grantee agrees to use its best efforts to exercise restraints and controls necessary to prohibit delivery vehicles or large trucks from crossing Parcel 2.

## 2. SIGN EASEMENT

Grantor grants to Grantee a non-exclusive easement appurtenant to Parcel 1, for so long as Grantee operates a restaurant on Parcel 1, for the purpose of installing, operating, maintaining, repairing, replacing and renewing two 70-5M directional signs and all related underground utilities over, above, along, under, in and across a portion of Parcel 2 and shown on Exhibit C attached. Grantee shall be responsible for obtaining all necessary governmental approvals.

The type of sign to be installed is shown on Exhibit F attached. Grantor and Grantee agree that any modification to the type of sign to be installed within the easement area must be approved in writing by Grantor, which approval shall not be unreasonably withheld.

The location of the easement may, as to the underground 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. SIGN EASEMENT

Provided that Grantee is open for business on Parcel 1, Grantee grants to Grantor a non-exclusive easement appurtenant to Parcel 2, for the purpose of installing, operating, maintaining, repairing, replacing and renewing, at Grantor's sole cost and expense, a sign and all related utilities over, above, along, under, in and across Parcel 3, shown on Exhibit E, attached. Grantor shall be responsible for obtaining all necessary governmental approvals.

Prior to the installation of the sign, Grantor shall submit plans and specifications to Grantee showing the location and type of sign to be installed for Grantee's written consent, which consent shall not be unreasonably withheld.

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

In the event Grantor is unable to obtain the necessary approvals for the sign contemplated by this Easement Agreement, Grantee hereby grants Grantor the right to place Grantor's sign on Grantee's pylon sign. The cost of maintenance of the operation of the Grantee's sign shall borne by Grantee.

## 4. TEMPORARY CONSTRUCTION AND SLOPE EASEMENT

Grantor grants to Grantee, contingent and dependent upon Grantee obtaining the approval of the Tenant of Parcel 4, a temporary, non-exclusive easement appurtenant to Parcel 1, for grading purposes and to cut or fill slopes over, upon and across Parcel 4 as shown dotted on Exhibit E and described in Exhibit G. The easement shall be at 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 shall repair and restore the easement area to a condition equivalent to that which existed prior to Grantee performing any work on the easement area.

Grantee agrees to release the easement when the need for such slope easement becomes unnecessary.

#### 5. USE OF EASEMENT AREAS

Grantee and Grantor will have the right of ingress and egress across the respective easement areas for any purpose granted and such ingress and egress will be exercised in a reasonable manner. Where Grantee's and Grantor'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 the respective parties 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.

#### 6. ADDITIONS TO DOMINANT TENEMENT

The easements shall also be appurtenant to any land that may hereafter come into common ownership with Parcel 1, so long as said land is utilized as part of with the operation of the McDonald's restaurant on 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.

#### 7. WARRANTIES OF TITLE

Grantor warrants that Grantor has good and indefeasible fee simple title to the easement premises; 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.

Grantee warrants that Grantee has easement rights in the easement premises; that Grantee has the full right and lawful authority to grant these easements, that Grantee will defend and indemnify Grantor against all lawful claims, and that Grantor shall and may peaceably have, hold and enjoy the easements.

#### 8. RUNNING OF BENEFITS

All provisions of this instrument, including the benefits and burdens are binding upon and inure to the benefit of the licensees, invitees, tenants, employees and personal representatives of the parties, for so long as Parcel 1 is used as a McDonald's restaurant.

#### 9. INSURANCE

Grantor covenants and agrees to maintain a general liability insurance policy. Should Grantor's insurance premiums increase, solely as a direct result of the granting of these easement rights to Grantee, Grantee will reimburse Grantor for such difference in the cost of Grantor's



premium. Grantor will provide Grantee with an itemized bill from Grantor's insurance carrier outlining the reason for the increase in the premium. Grantor shall also cause to be issued to Grantee proper certificates of insurance evidencing the above and such certificates shall provide that if the underlying insurance is canceled or changed during the policy period, the insurance carrier will notify the Grantee at least twenty (20) days prior to such cancellation or change.

#### 10. 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 after written notice, 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.

#### 11. 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 and Grantor is carried out.

#### 12. NOTICE

Grantor's address is c/o Leitman-Perlman, Inc., 900 Bank for Savings Building, Birmingham, Alabama 35203, Attn: Ben Perlman, 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.

#### 13. COSTS

Grantee shall reimburse Grantor for any and all costs imposed by the mortgagee to grant its consent and any attorney's fees incurred by Grantor in connection with the documentation necessary for this easement and related services which costs shall not exceed \$1,500.00.

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

GRANTOR: Valleydale Village  
Shopping Center

BY: Ben N Perlman  
Partner

ATTEST:

BY: \_\_\_\_\_

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

GRANTEE: McDONALD'S CORPORATION

By: [Signature]  
Assistant Vice President

ATTEST:

By: [Signature]  
Staff Director



WITNESS:

Denise Strom  
Janice Mayfield

(ATTACH ACKNOWLEDGMENTS AND EXHIBITS A, B C, D, F, G and H )

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

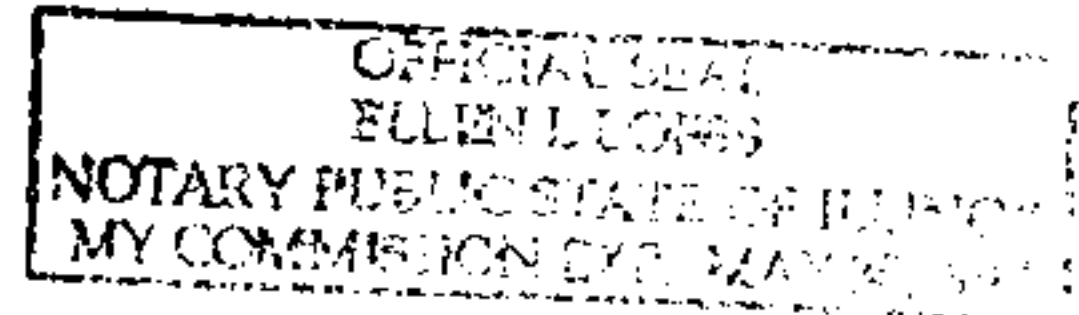
Prepared by and Return to:  
Denise Strom  
Development Team Legal Department  
McDONALD'S CORPORATION  
One McDonald's Plaza  
Oak Brook, Illinois 60521

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STATE OF ILLINOIS                    )  
  ) SS:  
COUNTY OF DUPAGE                    )

Given under my hand and notarial seal, this June 30, 1995.

**My commission expires May 30, 1997**



STATE OF al. )  
COUNTY OF Jeff. ) SS:

Given under my hand and notarial seal, this 12 day of July, 1995.

My commission expires 2-5-99

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

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

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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:

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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.

VALLEYDALE ROAD  
SHELBY COUNTY, ALABAMA

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:

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THENCE TURN LEFT  $38^{\circ}-44'-23''$  AND RUN SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE 250 FEET, MORE OR LESS TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE CONTINUE ALONG THE LAST STATED COURSE 2.6 FEET, MORE OR LESS;

THENCE TURN AN ANGLE OF  $90^{\circ}$  LEFT AND RUN SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE 10 FEET, MORE OR LESS;

THENCE TURN AN INTERIOR ANGLE OF  $90^{\circ}$  AND RUN SOUTHWESTERLY 57 FEET, MORE OR LESS ALONG THE ARC OF A CURVE;

THENCE TURN AN INTERIOR ANGLE OF  $86^{\circ}-39'-57''$  LEAVING SAID RIGHT-OF-WAY LINE AND RUN 267 FEET, MORE OR LESS;

THENCE TURN AN INTERIOR ANGLE OF  $143^{\circ}-55'-35''$  AND RUN NORTHERLY 50.00 FEET, MORE OR LESS;

THENCE TURN AN INTERIOR ANGLE OF  $89^{\circ}-16'-35''$  AND RUN EASTERLY 50 FEET, MORE OR LESS;

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LEGAL DESCRIPTION - SLOPE/GRADING EASEMENT  
PARCEL 4 - VALLEYDALE ROAD  
SHELBY COUNTY, ALABAMA

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THENCE TURN AN INTERIOR ANGLE OF  $219^{\circ}-16'-04''$ , MORE OR LESS, AND RUN  
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ALONG SAID RIGHT-OF-WAY LINE 68.25 FEET, MORE OR LESS, TO THE POINT OF  
BEGINNING;



Parcel 2  
DIRECTIONAL  
SIGNS

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EXPRESS OIL CHANGE

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GRASS  
MEDIAN

EXISTING

PARKING

Parcel 2 - Ingress/Egress

VALLEY DALE - VALLEY DALE ST

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VALLEY DALE  
ROAD  
EXHIBIT C

CANOPY

VALLEYDALE ROAD  
SHELBY COUNTY, ALABAMA (

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THENCE CONTINUE ALONG THE LAST STATED COURSE 2.6 FEET, MORE OR LESS;

THENCE TURN AN ANGLE OF  $90^{\circ}$  LEFT AND RUN SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE 10 FEET, MORE OR LESS;

THENCE TURN AN INTERIOR ANGLE OF  $90^{\circ}$  AND RUN SOUTHWESTERLY 57 FEET, MORE OR LESS ALONG THE ARC OF A CURVE;

THENCE TURN AN INTERIOR ANGLE OF  $86^{\circ}-39'-57''$  LEAVING SAID RIGHT-OF-WAY LINE AND RUN 267 FEET, MORE OR LESS;

THENCE TURN AN INTERIOR ANGLE OF  $143^{\circ}-55'-35''$  AND RUN NORTHERLY 50.00 FEET, MORE OR LESS;

THENCE TURN AN INTERIOR ANGLE OF  $89^{\circ}-16'-35''$  AND RUN EASTERLY 50 FEET, MORE OR LESS;

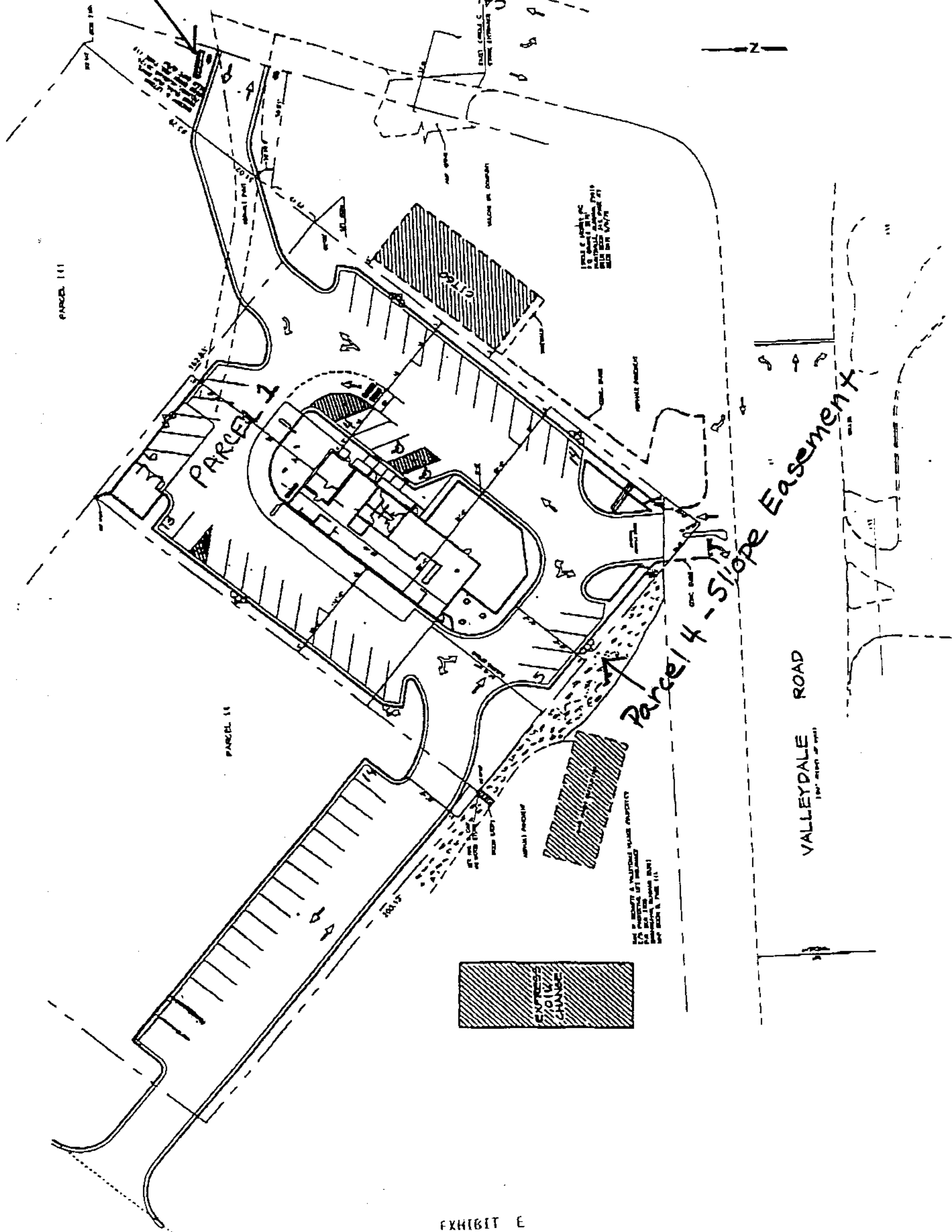
THENCE TURN AN INTERIOR ANGLE OF  $90^{\circ}-43'-25''$  AND RUN SOUTHERLY 50 FEET, MORE OR LESS;

THENCE TURN AN INTERIOR ANGLE OF  $269^{\circ}-16'-35''$  AND RUN EASTERLY 25 FEET, MORE OR LESS;

THENCE TURN AN INTERIOR ANGLE OF  $126^{\circ}-47'-50''$  AND RUN SOUTHEASTERLY 200 FEET, MORE OR LESS, TO THE NORTHERLY RIGHT-OF-WAY LINE OF VALLEYDALE ROAD AND THE POINT OF BEGINNING.

EXHIBIT D

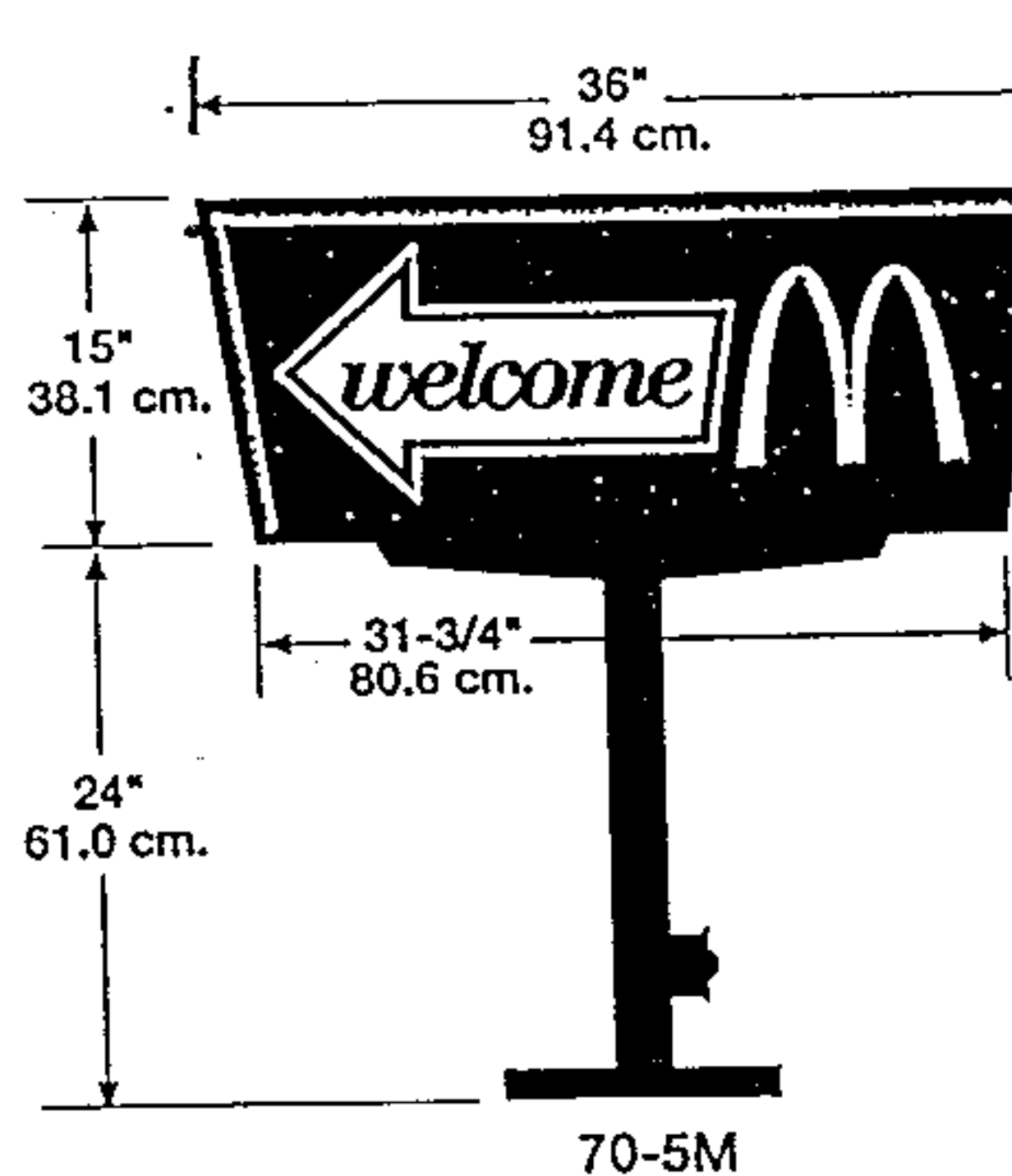
Parcel 3 - sign Easement





Alternate Approved Copy:

*drive-thru  
thank you  
exit  
entrance*



Directional Sign

	/ 70-5M
Square Footage	3.34 sq. ft.
Illumination	1 - F-30 T12 CW/HO
Electrical	2.0 Amps 120V 60Hz
Ballast	1 - Valmont #6G3909

LEGAL DESCRIPTION - SLOPE GRADING EASEMENT  
PARCEL 4 - VALLEYDALE ROAD  
SHELBY COUNTY, ALABAMA

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 26.32 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF VALLEYDALE ROAD;

THENCE CONTINUE ALONG LAST STATED COURSE 187.22 FEET, MORE OR LESS;

THENCE TURN AN INTERIOR ANGLE OF  $90^{\circ}$  LEFT AND RUN SOUTHWESTERLY 17.5 FEET, MORE OR LESS;

THENCE TURN AN INTERIOR ANGLE OF  $90^{\circ}$ , MORE OR LESS, AND RUN EASTERLY 104.78 FEET, MORE OR LESS;

THENCE TURN AN INTERIOR ANGLE OF  $219^{\circ}-16'-04''$ , MORE OR LESS, AND RUN SOUTHEASTERLY 43:59 FEET, MORE OR LESS, TO THE NORTHERLY RIGHT-OF-WAY LINE OF VALLEYDALE ROAD;

THENCE TURN AN INTERIOR ANGLE OF  $99^{\circ}-03'-57''$  AND RUN NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE 68.25 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

Inst # 1995-35534

EXHIBIT G 12/11/1995-35534  
01:24 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
019 MCD 53.50