

THIS INSTRUMENT WAS PREPARED BY: MIKE T. ATCHISON, ATTORNEY AT LAW
P.O. BOX 822
COLUMBIANA, ALABAMA 35051

STATE OF ALABAMA
COUNTY OF SHELBY

MUTUAL RECIPROCAL EASEMENT AGREEMENT . . .
FOR
SHARED DRIVEWAY

WHEREAS, Applebee's of North Alabama, Inc., (Applebee's) is the owner of the property described on Exhibit "A" which is attached hereto and incorporated herein as if set out in full (Applebee's Property); and

WHEREAS, Bhavesh "Bob" V. Kumar, (Kumar) is the owner of the property described on Exhibit "B" which is attached hereto and incorporated herein as if set out in full (Kumar Property); and

WHEREAS, the Applebee's and the Kumar Properties are shown on Exhibit "C" which is attached hereto and incorporated herein as if set out in full; and

WHEREAS, the shared driveway on the Applebee's Property and the Kumar Property are shown on Exhibit "C"; and

WHEREAS, the parties desire to grant to each other certain reciprocal access, easement, shared driveway and associated rights, all as are more particularly set out herein.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, in hand paid by each party to the other, the receipt, adequacy, and legal sufficiency of which is hereby acknowledged, and the mutual promises and covenants contained herein, the parties agree as follows:

1. Grant of Easement and Rights. Applebee's and Kumar do hereby each grant, bargain, sell, and convey unto the other, their tenants, occupants, invitees, licensees, customers, and employees, a nonexclusive easement appurtenant in, or, over, and across shared driveway area of their respective properties as shown on Exhibit "C" for the purposes of ingress, egress, vehicular and pedestrian traffic.

2. Construction and Maintenance. The owner of each parcel shall maintain the portion of the shared driveway located on its parcel in good order, condition and state of repair. In the event that the owner of either parcel shall fail to maintain the portion of the shared driveway located on its parcel as required hereunder (the "Defaulting Party"), and such failure shall continue for thirty days after written notice, the other party may perform such maintenance and repair on the Defaulting Party's parcel. In such event, the owner performing the maintenance and repair shall be entitled to reimbursement from the Defaulting Party. The owner performing such maintenance and repair shall submit a bill for the costs incurred to the Defaulting Party together with copies of such information as is reasonably necessary for the Defaulting Party to determine the accuracy of the bill. In the event that any amount required to be reimbursed by the Defaulting Party pursuant to this paragraph is not paid within thirty days after receipt of a bill thereof, the amount due shall bear interest from such thirtieth day until paid at the rate of 12% per annum. Any payments which are delinquent pursuant to this paragraph shall constitute a lien against the parcel owned by the Defaulting Party. The lien shall attach and take effect upon the recordation of a claim of lien in the manner and form satisfying the requirements for the filing of mechanic's and materialmen's liens under the laws of the State of Alabama.

3. Duration. The rights granted and reserved hereunder shall be perpetual. The parties agree and acknowledge that this agreement shall concern the respective properties owned by them and shall bind and inure to their respective heirs, successors, and assigns.

4. Entire Agreement. This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

5. Notices. All notices under this Agreement shall be in writing and delivered personally or mailed certified mail, postage prepaid, addresses to the parties at their last known address.

6. Non-Waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

06/05/1997-17729
04:15 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOB MCD 26.00

Inst # 1997-17729

Inst # 1997-17729

7. Contribution. In the event any party to this Agreement fails to make a required contribution under this Agreement then such failure shall constitute a breach under this Agreement. The nonbreaching party may proceed in a court of competent jurisdiction to enforce this agreement. The breaching party agrees to pay all costs, including a reasonable attorney's fee.

8. Governmental Entity. In the event the state of any governmental entity accepts the maintenance of the shared driveway, then this Agreement shall expire and be null and void.

9. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

10. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama.

11. Counterparts. This Agreement may be executed in two or more counterparts each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this the 29 day of May, 1997.

APPLEBEE'S OF NORTH ALABAMA, INC.


by Fred Gustin


BHAVESH "BOB" KUMAR

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Bhavesh "Bob" Kumar, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 29th day of May, 1997.

M. T. Alchier
Notary Public

My commission expires: 10-16-2000

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Fred Gustin, whose name as President of Applebee's of North Alabama, Inc. is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 22nd day of May, 1997.

M. T. Alchier
Notary Public

My commission expires:
10-16-2000

ACKNOWLEDGMENT AND CONSENT

AmSouth Bank of Alabama, N.A., as holder of that certain mortgage dated July 17, 1995, recorded as Instrument #1995-21277, in the records of Shelby County, Alabama (the "Mortgage"), does hereby acknowledge and consent to the execution, delivery and recording of the foregoing Mutual Reciprocal Easement Agreement for Shared Driveway (the "Easement") to which this Acknowledgment and Consent is attached, and agrees that (i) the encumbrance of the Easement upon the real property given as security under the Mortgage shall not create a default under the Mortgage or any other document executed therewith, and (ii) in the event of a foreclosure under the Mortgage, the rights and easements created under the Easement shall not be disturbed.

IN WITNESS WHEREOF, the undersigned has caused its duly authorized representative to execute this Acknowledgment and Consent under seal this 23RD day of May, 1997.

AMSOUTH BANK OF ALABAMA, N.A.

Wilbur W. Masters
by:

SENIOR VICE PRESIDENT
Title

STATE OF ALABAMA
COUNTY OF ETOWAH

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that WILBUR W. MASTERS, whose name as SENIOR VICE PRESIDENT of AmSouth Bank of Alabama, N.A., is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 23RD day of May, 1997.

[Signature]
Notary Public

My commission expires: MARCH 23, 2000

ACKNOWLEDGMENT AND CONSENT

Small Business Administration, as holder of that certain mortgage executed to Southern Development Council, Inc., dated January 31, 1996, recorded as Instrument #1996-09855, and assigned to Small Business Administration, by assignment dated January 31, 1996, recorded as Instrument #1996-09856, in the records of Shelby County, Alabama (the "Mortgage"), does hereby acknowledge and consent to the execution, delivery and recording of the foregoing Mutual Reciprocal Easement Agreement for Shared Driveway (the "Easement") to which this Acknowledgment and Consent is attached, and agrees that (i) the encumbrance of the Easement upon the real property given as security under the Mortgage shall not create a default under the Mortgage or any other document executed therewith, and (ii) in the event of a foreclosure under the Mortgage, the rights and easements created under the Easement shall not be disturbed.

IN WITNESS WHEREOF, the undersigned has caused its duly authorized representative to execute this Acknowledgment and Consent under seal this 23rd day of May, 1997.

SMALL BUSINESS ADMINISTRATION

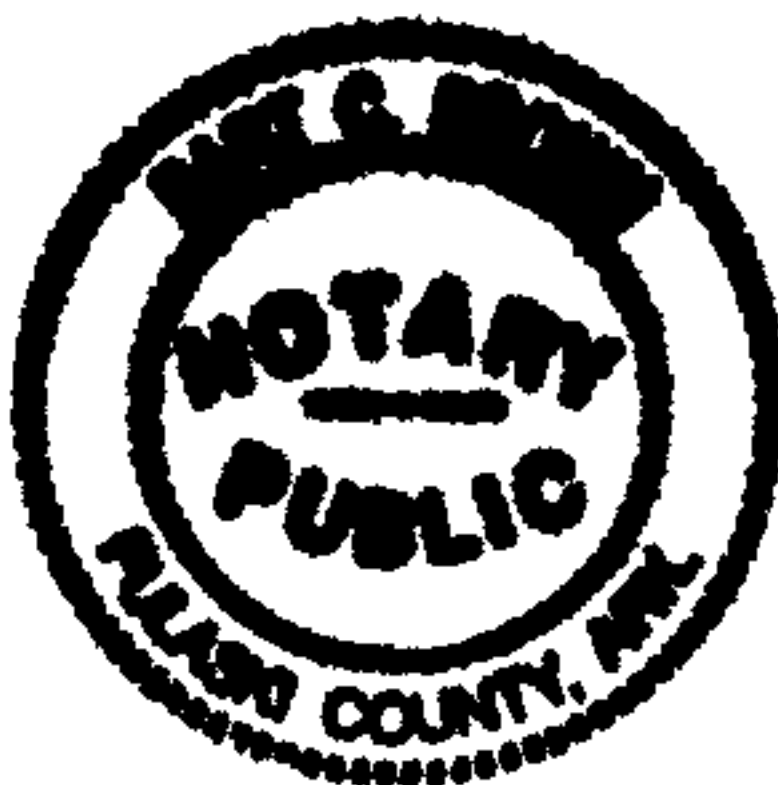
[Signature]
by John H. Griffin
Title Supervisory Loan Officer

STATE OF ARKANSAS

COUNTY OF Pulaski

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that John H. Griffin, whose name as Supervisory Loan Officer of SMALL BUSINESS ADMINISTRATION, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 23rd day of May, 1997.



My commission expires:

Aug 24, 2005

[Signature]
Notary Public

EXHIBIT "A"

Part of the SE 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: From the Southwest corner of the SW 1/4 of SE 1/4 of said Section 31, run in a Northerly direction along the West line of said 1/4-1/4 Section for a distance of 872.72 feet; thence turn an angle to the right of 60 degrees 38 minutes and run in a Northeasterly direction for a distance of 747.35 feet; thence turn an angle to the right of 88 degrees 39 minutes 40 seconds and run in a Southeasterly direction for a distance of 99.7 feet to an existing iron pin being on the Southerly right-of-way line of Alabama Highway #119 and being referred to as POINT "A"; thence continue along last mentioned course for a distance of 360 feet, more or less, to the centerline of an existing creek being the point of beginning; thence turn an angle to the right of 180 degrees 00 minutes and run in a Northwesterly direction for a distance of 360 feet, more or less, to an existing iron pin being said POINT "A"; thence turn an angle to the left of 88 degrees 36 minutes 12 seconds and run in a Southwesterly direction along the Southerly right-of-way line of said Alabama Highway #119 for a distance of 200.0 feet to an existing iron pin; thence turn an angle to the left of 91 degrees 23 minutes 48 seconds and run in a Southeasterly direction for a distance of 405 feet, more or less, to the centerline of an existing creek; thence turn an angle to the left and run in a Northeasterly direction along the centerline of said creek for a distance of 205 feet, more or less, to the point of beginning.
Situated in Shelby County, Alabama.

EXHIBIT "B"

Part of the SE 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

From the Southwest corner of the SW 1/4 of the SE 1/4 of said Section 31, run in a Northerly direction along the West line of said 1/4-1/4 Section for a distance of 872.72 feet; thence turn an angle to the right of 60 degrees 38 minutes and run in a Northeasterly direction for a distance of 747.35 feet; thence turn an angle to the right of 88 degrees 39 minutes 40 seconds and run in a Southeasterly direction for a distance of 99.7 feet to an existing iron pin being on the Southerly right of way line of Alabama Highway #119; thence, turn an angle to the right of 91 degrees 23 minutes 48 seconds and run in a Southwesterly direction along the Southerly right of way line of Alabama Highway #119 for a distance of 200.00 feet to an existing iron pin, being referred to as Point "A"; thence turn an angle to the left of 91 degrees 23 minutes 48 seconds and run in a Southeasterly direction for a distance of 405 feet, more or less, to the centerline of an existing creek, being the point of beginning; thence turn an angle to the right of 180 degrees 00 minutes and run in a Northwesterly direction for a distance of 405 feet, more or less, to an existing iron pin being said Point "A"; thence turn an angle to the left of 88 degrees 36 minutes 12 seconds and run in a Southwesterly direction along the Southerly right of way line of Alabama Highway No. 119 for a distance of 106.85 feet to an existing iron pin; thence turn an angle to the right of 31 degrees 07 minutes 11 seconds and run in a Westerly direction along said Southerly right of way line of Alabama Highway No. 119 for a distance of 50.40 feet to an existing iron pin; thence turn an angle to the left of 121 degrees 07 minutes 11 seconds and run in a Southeasterly direction for a distance of 421 feet, more or less, to a point in the centerline of an existing creek; thence turn an angle to the left and run in a Northeasterly direction along the centerline of said creek for a distance of 160.2 feet, more or less, to the point of beginning.

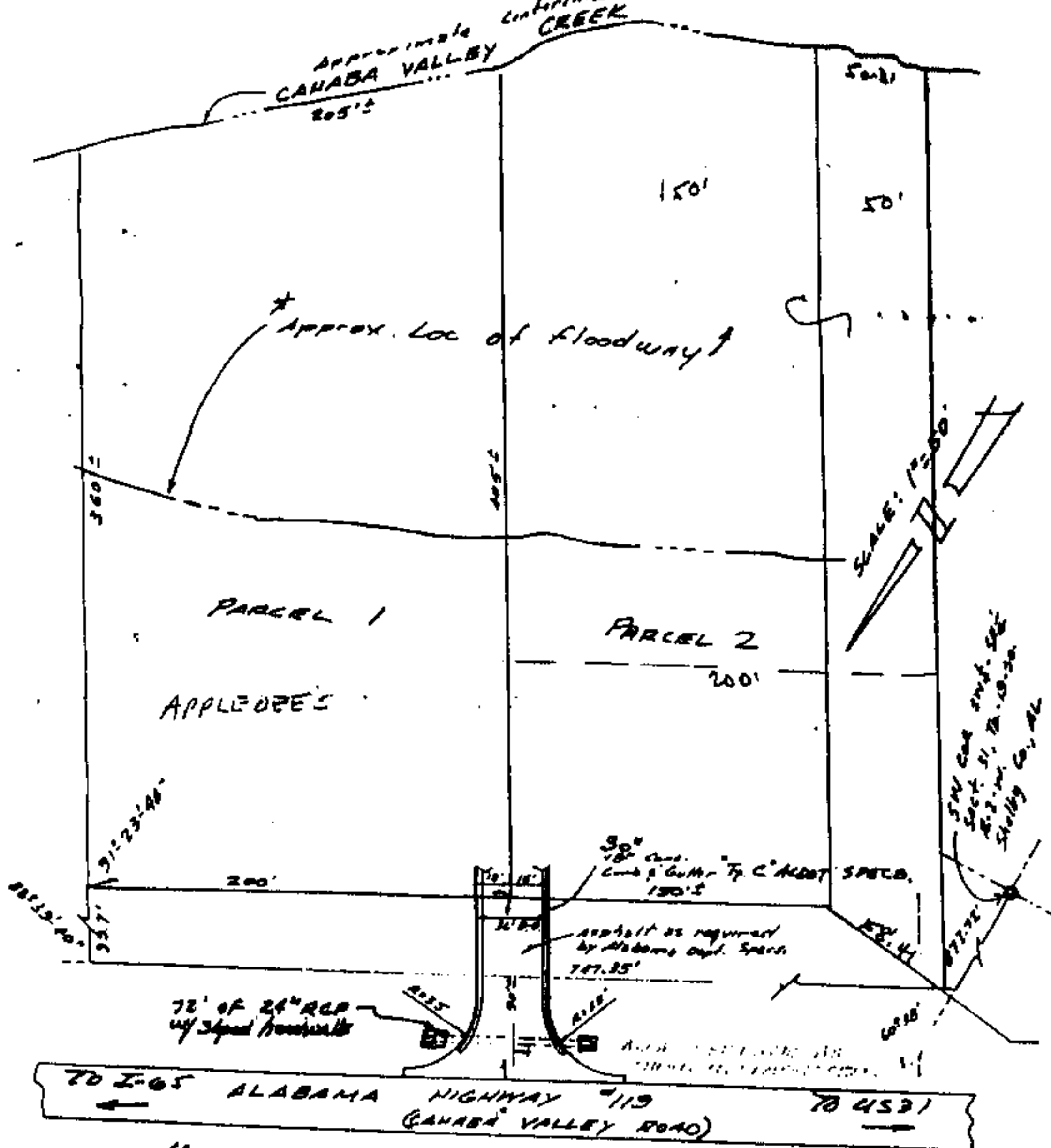
According to survey of Laurence D. Weygand, RLS #10373, dated July 12, 1994.

ALSO,

Part of the SE 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

From the Southwest corner of the SW 1/4 of the SE 1/4 of said Section 31, run in a Northerly direction along the West line of said 1/4-1/4 Section for a distance of 872.72 feet; thence turn an angle to the right of 60 degrees 38 minutes and run in a Northeasterly direction for a distance of 747.35 feet; thence turn an angle to the right of 88 degrees 39 minutes 40 seconds and run in a Southeasterly direction for a distance of 99.7 feet to an existing iron pin being on the Southerly right of way line of Alabama Highway #119; thence turn an angle to the right of 91 degrees 23 minutes 48 seconds and run in a Southwesterly direction along the Southerly right of way line of Alabama Highway #119 for a distance of 306.85 feet to an existing iron pin; thence turn an angle to the right of 31 degrees 07 minutes 11 seconds and run in a Westerly direction along the Southerly right of way line of Alabama Highway #119 for a distance of 50.40 feet to an existing iron pin being referred to as POINT "A"; thence turn an angle to the left of 121 degrees 07 minutes 11 seconds and run in a Southeasterly direction for a distance of 421 feet, more or less, to the centerline of an existing creek being the point of beginning; thence turn an angle to the right of 180 degrees and run in a Northwesterly direction for a distance of 421 feet, more or less, to an existing iron pin being said POINT "A"; thence turn an angle to the left of 58 degrees 52 minutes 49 seconds and run in a Northwesterly direction along the Southerly right of way line of Alabama Highway #119 for a distance of 58.41 feet; thence turn an angle to the left of 121 degrees 07 minutes 11 seconds and run in a Southeasterly direction for a distance of 438.5 feet, more or less, to a point in the centerline of an existing creek; thence turn an angle to the left and run in a Northeasterly direction along the centerline of said creek for a distance of 50.89 feet, more or less, to the point of beginning.

EXHIBIT "C"
LEGAL DESCRIPTION



K.R. JONES Survey
SKETCH OF DRIVEWAY
ENTRANCE FOR PROPERTY
LOCATED IN SE 1/4 Sec. 31, T. 19-S,
R. 2-W, Shelby Co., AL
SCALE: 1"=50' DATE: 6/27/94

Prepared for:
Mr. Emmett Cloud
P.O. Box 405
Chelso, AL 35043-0405
PH 678-8922

Property is in
Flood Zone A-6
*As per C.R. # 010193 000 B

Prepared By:
Wigand Surveyors
168 Airport Road
Homewood, AL
PH 942-0086

06/05/1997-17729
04:15 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 HCD 26.00

st # 1997-17729