

This Instrument Prepared By:  
James F. Burford, III  
Attorney at Law  
1318 Alford Avenue  
Birmingham, Alabama 35226

Send Tax Notice To:

Go John McGeever

**CORRECTIVE**  
**STATUTORY WARRANTY DEED**

STATE OF ALABAMA )  
SHELBY COUNTY )

**KNOW ALL MEN BY THESE PRESENTS:** That in consideration of Five Hundred Twenty-five Thousand and No/100 Dollars (\$525,000.00), to the undersigned Grantor (whether one or more), in hand paid by the Grantee herein, the receipt whereof is acknowledged, we, INTERSTATE RESTAURANT INVESTORS, AN ALABAMA GENERAL PARTNERSHIP and FRANK C. ELLIS, JR., a married man and ELLIS INVESTMENTS, LLC,, BENNER INVESTMENTS, LLC,, MCGEEVER INVESTMENTS, LLC, AND ROBERTSON INVESTMENTS, LLC (herein referred to as Grantors, whether one or more), grant, bargain, sell and convey unto CAHABA VALLEY STATION, LLC (herein referred to as Grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY  
REFERENCE HEREIN (the "Property").

THIS IS A CORRECTIVE DEED correcting that certain Statutory Warranty Deed recorded in Inst. No. 1998-38719 Office of the Judge of Probate Shelby County, Alabama.

**SUBJECT TO:**

1. Taxes due in the year 1999 and thereafter.
2. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 101 page 506, Deed Book 112 page 513, Deed Book 170 page 258 and agreement in Inst. No. 1994-3175 in Probate Office.
3. Right(s)-of-Way(s) granted to Postal Telephone and Telegraph Co. by instrument(s) recorded in Deed book 80 page 37 in Probate Office.
4. Rights(s)-of-Way(s) granted to AT&T by instrument(s) recorded in Deed Book 168 page 405 in Probate Office
5. Dedication of perpetual easement for public road as set out by instrument recorded as Inst. No. 1996-22947 in the Probate Office.
6. Grant of Drainage Easement as set out by Inst. No. 1995-4567 in the Probate Office.
7. Less and except any part of the land lying within road or proposed road right-of-way.
8. Telephone pedestals, concrete flumes, power lines and poles existing on the property conveyed.
9. Permanent drainage easement and temporary construction easement(s) as set out in Inst. No. 1998-7162 in the Probate Office.
10. Mineral and mining rights not owned by the Grantors.

02/23/1999-07606  
03:05 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
016 MEL  
\$1.00

Inst # 1999-07606

CROSS EASEMENTS: Those of the Grantors that are INTERSTATE RESTAURANT INVESTORS an Alabama General Partnership and FRANK C. ELLIS, JR., (the B-2 Grantors) are the owners of that real property described on Exhibit B-2 attached hereto and incorporated by reference herein (the B-2 Property) which B-2 Property is west of and contiguous to the Property. The B-2 Grantors hereby grant, bargain, sell and convey to Grantee, and the Successors and Assigns of Grantee of the Property, a non-exclusive, perpetual easement, running with the land, for vehicular (vehicles not exceeding three tons in weight) and pedestrian ingress and egress over and across that portion of the B-2 Property that is described on Exhibit B-3 attached hereto and incorporated by reference herein. Grantors, their Successors or Assigns, hereby reserve the absolute, unilateral right to modify the location of the easement described on Exhibit 3-B attached hereto, so long as such modification still affords access from the Property to the FRONTAGE ROAD as hereinafter referred to. TO HAVE AND TO HOLD unto Grantee and the Successors and Assigns of Grantee of the Property, forever. Union State Bank, being the holder of a mortgage and other security documents encumbering the B-2 Property has executed this instrument indicating that its mortgage and other security documents are expressly subordinate to the easement granted in this paragraph. Further, the B-2 Grantors reserve unto themselves and to the Successors and Assigns of the B-2 Property (whether presently existing or created in the future) a non-exclusive, perpetual easement running with land, for vehicular (vehicles not exceeding three tons in weight) and pedestrian ingress and egress over and across those portions of the Property which are from time to time designated as driveways.

GRANTORS RETAINED EASEMENTS: Grantors retain unto themselves, their Heirs, Successors and Assigns the following easements:

- (A) UTILITY EASEMENT: A non-exclusive, perpetual easement, running with the land, for underground utilities and the maintenance thereof on and under that portion of the Property described on Exhibit B attached hereto and incorporated by reference herein. Grantors retain unto themselves, their Heirs, Successors and Assigns the unequivocal, unilateral right to grant this easement to governmental authorities, utility companies and other persons, firms and corporations.
- (B) PARKING EASEMENT: A non-exclusive easement, running with land, for the parking of vehicles on that portion of the Property which is west of the ingress & egress easement (said ingress & egress easement being described Exhibit C attached hereto and incorporated by reference herein).
- (C) DUMPSTER EASEMENT: An exclusive, perpetual easement, running with the land for a garbage dumpster on that portion of the Property as described on Exhibit D attached hereto and incorporated by reference herein.
- (D) ACCESS EASEMENT: A non-exclusive, perpetual easement, running with the land for vehicular and pedestrian ingress & egress and for underground utilities over, across and under that portion of the Property described on Exhibit C attached hereto and incorporated by reference herein.

D(1) The easement described in this paragraph D shall be maintained by the owners of the real property being served by this easement. Grantee shall construct, at its expense, a roadway consisting of an 8" base, 2" asphalt binding coat, and

1" asphalt seal coat on this easement.

D(2) The obligation to contribute to the maintenance of the roadway constructed on this easement shall be borne by the Grantee, its Successors and Assigns until such time as Grantor, their Successors or Assigns use (or grant the use of) this easement and the roadway constructed on this easement (the future use(s)). At the time of future use(s), the owners of the real property using this easement (including Grantee its Successors and Assigns) and the roadway constructed on this easement shall agree among themselves as to the allocation of the periodic cost to maintain this easement and the roadway constructed thereon and any curbing and drainage apparatus (collectively the Improvements) located on this easement in a good, smooth, passable condition. In the event that such owners cannot agree as to the allocation of such cost from time to time, a traffic study shall be performed by a traffic engineer designated by the building inspector of the City of Pelham. The purpose of such study shall be to determine the allocation of use and wear on the Improvements attributable to such owners. Such allocation determination shall be binding upon the owners of the real property using the easement and such allocation shall determine the allocation among such owners of the cost of such study and the maintenance of the Improvements. Such determination shall be binding on all such owners. In the event any such owner, within 30 days of written notice from any other such owner, shall fail to pay the costs to maintain the Improvements in good repair, any defaulting owner shall be liable to pay (or reimburse) sums any other owner paid for such defaulting owners share in such maintenance, upon demand, together with all costs and expenses incurred in connection therewith together with interest at a rate of 4% points in excess of the announced prime rate of AmSouth Bank NA as adjusted from time to time. A lien shall be established against such defaulting owner to secure any costs, expenses and interest which may become an obligation of the defaulting owner pursuant to this paragraph, which lien shall be subject to foreclosure in the same manner as provided for foreclosure of mortgage liens in the State of Alabama provided, however, that any such liens shall be extinguished upon the foreclosure of any mortgage to a bank or other institutional lender and said lien being expressly subordinate to any such mortgage whether the same is in existence before or after the recordation of this instrument.

D(3) The maintenance obligations contained in this Paragraph D shall be binding on the owners of any real property using this easement and the Improvements. The failure to impose the maintenance obligation contained in this Paragraph D on the owner of any real property benefitting from this easement or the failure of any such owner to impose these obligations on such owners real property shall mean that such owner shall not be entitled to use this easement or Improvements.

D(4) Notwithstanding anything to the contrary contained herein, the easement described in this Paragraph D is part of the cross easement as hereinabove set out, however, it is expressly understood that neither the B-2 Grantors, their Successors or Assigns nor the B-2 Property shall bear any responsibility with respect to the maintenance of the easement or Improvements created in this Paragraph D.

FRONTAGE ROAD: There currently exists a public frontage road which is described in Inst. No. 1996-22947 Office of the Judge of

Probate Shelby County Alabama (the existing frontage road). Exhibit A to said Inst. NO. 1996-22947 describes real property which is a portion of the Property. Grantors shall extend, at Grantors' expense, the existing frontage road from its eastern end, easterly across the Property, easterly across property owned by Grantors, to the east property line of the real property Grantors acquired in Inst. No. 1998-23949 Office of the Judge of Probate Shelby County Alabama (the new frontage road). Accordingly, Grantor hereby reserves unto themselves, their Heirs, Successors and Assigns, a non-exclusive, perpetual easement running with the land for vehicular and pedestrian ingress and egress and for drainage and utilities over and across that portion of the Property which is described on Exhibit E attached hereto and incorporated by reference herein. Grantors further grant, bargain, sell and convey unto Grantee its Successors and Assigns a non-exclusive, perpetual easement running with the land for vehicular and pedestrian ingress and egress and for drainage and utilities over and across that real property described on Exhibit F attached hereto and incorporated by reference herein. Regions Bank, mortgagee in that certain mortgage recorded in Inst. No. 1998-17195 Office of Judge of Probate Shelby County Alabama (the Regions Mortgage) has executed this deed in order to expressly indicate that the Regions Mortgage is subordinate to this easement. TO HAVE AND TO HOLD UNTO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS FOREVER.

The new frontage road is described collectively on Exhibits E and F attached to this Deed. The parties desire to attempt to dedicate the new frontage road to the appropriate governmental authority as a public roadway. The expense of constructing the new frontage road to a condition acceptable for dedication shall be borne by Grantor. The parties agree that they will jointly and promptly use their best efforts to dedicate the new frontage road upon such terms as are acceptable to the parties to the appropriate governmental authority as public roadway. Until the new frontage road has been accepted for dedication as a public roadway, Grantor and Grantee shall equally share in the expense of periodically maintaining the new frontage road to a good and passable condition.

John McGeever, John G. Benner and William R. Robertson are all of the General Partners of Interstate Restaurant Investors, an Alabama General Partnership. The property conveyed herein is not the homestead of Frank C. Ellis, Jr. or his spouse.

All of the consideration recited herein was derived from a mortgage loan closed simultaneously with the delivery of this Deed.

**TO HAVE AND TO HOLD** to the said Grantee, its successors and assigns forever.


**IN WITNESS WHEREOF**, the undersigned, INTERSTATE RESTAURANT INVESTORS, AN ALABAMA GENERAL PARTNERSHIP and FRANK C. ELLIS, JR., ELLIS INVESTMENTS, L.L.C., BENNER INVESTMENTS, L.L.C., MCGEEVER INVESESTMENTS, L.L.C., and ROBERTSON INVESTMENTS, L.L.C. have hereunto set their hands and seals, this the 23 day of Feb, 1999.



INTERSTATE RESTAURANT INVESTORS, AN  
ALABAMA GENERAL PARTNERSHIP


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


John McGeever


Its: General Partner


By:   
John G. Benner  
Its: General Partner

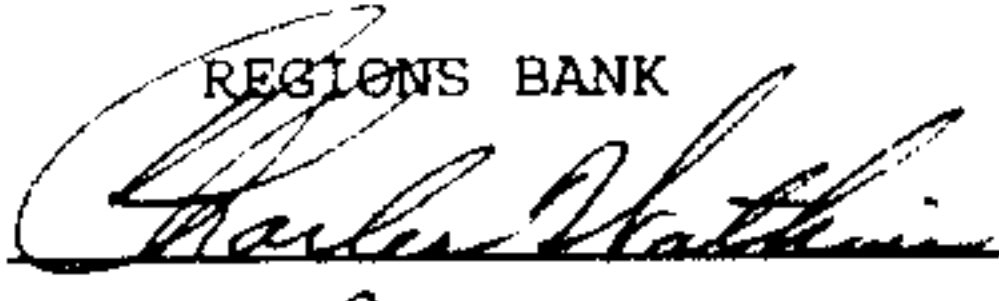
By:   
William R. Robertson  
Its: General Partner  
  
Frank C. Ellis, Jr.

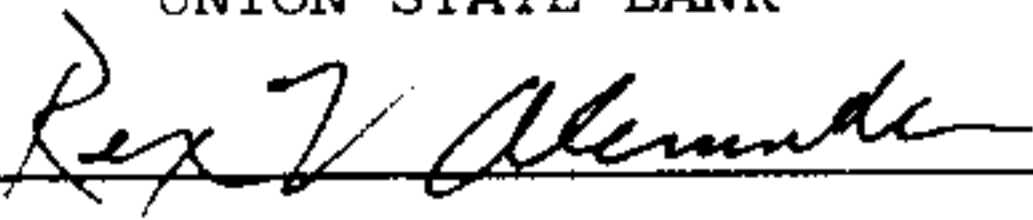
ELLIS INVESTMENTS, LLC  
By:   
Its: MEMBER

BENNER INVESTMENTS, LLC  
By:   
Its: MEMBER

MCGEEVER INVESTMENTS, LLC  
By:   
Its: Member

ROBERTSON INVESTMENTS, LLC  
By:   
Its: SOLE MEMBER

REGIONS BANK  
By:   
Its: Vice President

UNION STATE BANK  
By:   
Its: PRESIDENT



STATE OF ALABAMA       )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JOHN MCGEEVER, JOHN G. BENNER and WILLIAM R. ROBERTSON, whose names as General Partners of INTERSTATE RESTAURANT INVESTORS, AN ALABAMA GENERAL PARTNERSHIP, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, they, as such General Partners and with full authority, executed the same voluntarily for and as the act of said general partnership on the day the same bears date.

Given under my hand and seal this 15th day of Feb. 1999, 1999.

Judith Ann Lemsky  
Notary Public  
My Commission Expires: 1-11-03

STATE OF ALABAMA       )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that FRANK C. ELLIS, JR., 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 foregoing conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 15th day of February, 1999.

Judith Ann Lemsky  
Notary Public  
My Commission Expires: 1-11-03

STATE OF ALABAMA       )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that FRANK C. ELLIS as managing member of ELLIS INVESTMENTS, LLC, whose name 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 this instrument, he, in his capacity as such member, executed the same voluntarily, for and as the act of said Limited Liability Company.

Given under my hand and official seal this 15th day of February, 1999.

Judith Ann Lemsky  
Notary Public  
My Commission Expires: 1-11-03

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that JOHN G. BENNER as managing member of BENNER INVESTMENTS, LLC, whose name 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 this instrument, he, in their capacity as such member, executed the same voluntarily, for and as the act of said Limited Liability Company.

Given under my hand and official seal this 15th day of February, 1999.

Judith Ann Lemsky  
Notary Public  
My Commission Expires: 1-11-03

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that JOHN MCGEEVER as managing member of MCGEEVER INVESTMENTS, LLC, whose name 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 this instrument, he, in their capacity as such member, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and official seal this 15th day of February, 1999.

Judith Ann Lemsky  
Notary Public  
My Commission Expires: 1-11-03

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that WILLIAM R. ROBERTSON as managing member of ROBERTSON INVESTMENTS, LLC, whose name 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 this instrument, he, in their capacity as such member, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and official seal this 15th day of February, 1999.

Judith Ann Lemsky  
Notary Public  
My Commission Expires: 1-11-03

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

CORPORATION ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles Watkins, whose name as Vice President of REGIONS BANK, a corporation is signed to the foregoing conveyance, and who is known to me, acknowledged before me 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 the corporation.

Given under my hand and official seal this 23 day of

FEBRUARY, 1999.

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

My Commission Exp. 3.1.2002

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

CORPORATION ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Rex V. Alexander, whose name as President of UNION STATE BANK, a corporation is signed to the foregoing conveyance, and who is known to me, acknowledged before me 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 the corporation.

Given under my hand and official seal this 23 day of

February, 1999.

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

My Commission Exp. 3.1.2002



# EXHIBIT A

## STATE OF ALABAMA SHELBY COUNTY

A parcel of land situated in the southeast corner of the Southwest one-quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the said Southwest one-quarter of Section 31; thence run in a northerly direction along the east boundary of the said Southwest one-quarter for a distance of 506.79 feet; thence turn a deflection angle to the left 121 degrees 25 minutes 36 seconds and run in a southwesterly direction for a distance of 1325.96 feet; thence turn a deflection angle to the right 129 degrees 40 minutes 07 seconds and run in a northeasterly direction for a distance of 381.90 feet to the POINT OF BEGINNING; thence continuing in the last said course for a distance of 315.39 feet to a point on the south right-of-way line of Alabama Highway No. 119 and a point on a curve to the left, said curve having a radius of 1979.80 feet, a central angle of 05 degrees 20 minutes 52 seconds and a chord distance of 184.73 feet; thence turn an interior angle to the left 100 degrees 50 minutes 29 seconds to the chord of said curve and run in a easterly direction along said right-of-way line and along said curve for a distance of 184.80 feet; thence leaving said right of way, turn an interior angle to the left 102 degrees 31 minutes 45 seconds from chord of said curve and run in a southeasterly direction for a distance of 238.98 feet; thence turn an interior angle to the left 169 degrees 40 minutes 48 seconds and run in a southwesterly direction for a distance of 65.01 feet; thence turn an interior angle to the left 90 degrees 00 minutes 00 seconds and run in a southwesterly direction for a distance of 298.62 feet to the POINT OF BEGINNING.

# EXHIBIT B

## Utility Easement

STATE OF ALABAMA  
SHELBY COUNTY

A parcel of land situated in the Southwest one-quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the southeast corner of the Southwest one-quarter of said Section 31; thence run in a northerly direction along the east boundary of the said Southwest one-quarter for a distance of 506.79 feet; thence turn a deflection angle to the left 121 degrees 25 minutes 36 seconds and run in a southwesterly direction for a distance of 1325.96 feet; thence turn a deflection angle to the right 129 degrees 40 minutes 07 seconds and run in a northeasterly direction for a distance of 697.30 feet to a point on the south right-of-way line of Alabama Highway No. 119 and a point on a curve to the left, said curve having a radius of 1979.89 feet, a central angle of 14 degrees 42 minutes 13 seconds and a chord distance of 506.70 feet; thence turn an interior angle to the left 101 degrees 28 minutes 18 seconds to the chord of said curve and run in a easterly direction along said right-of-way line and along said curve for a distance of 508.10 feet to the POINT OF BEGINNING; thence leaving said right of way, turn an interior angle to the left 30 degrees 50 minutes 58 seconds and run in a southwesterly direction for a distance of 68.27 feet; thence turn an interior angle to the right of 107 degrees 52 minutes 48 seconds and run in a southeasterly direction for a distance of 209.57 feet; thence turn an interior angle to the left 163 degrees 44 minutes 47 seconds and run in a southerly direction for a distance of 33.67 feet; thence turn an interior angle to the left 93 degrees 09 minutes 43 seconds and run in a southwesterly direction 111.87 feet; thence turn an interior angle to the right 90 degrees 00 minutes 00 seconds and run in a southeasterly direction for a distance of 41.06 feet; thence turn an interior angle to the right 88 degrees 17 minutes 57 seconds and run in a northeasterly direction for a distance of 138.44 feet; thence turn an interior angle 90 degree 00 minutes 00 seconds and run in a northwesterly direction for a distance of 68.34 feet; thence turn an interior angle to the right 169 degrees 40 minutes 48 seconds and run in a northwesterly direction for a distance of 204.10 feet; thence turn an interior angle to the left 108 degrees 57 minutes 02 seconds and run in a northeasterly direction for a distance of 59.60 feet; thence turn an interior angle to the right 120 degrees 14 minutes 16 seconds and run in a northerly direction for a distance of 8.70 feet to the southern right of way line of Alabama Highway No. 119 and a point on a curve to the right; thence turn an interior angle to the right 86 degrees 54 minutes 43 seconds to the chord of said curve, said curve having a radius of 1979.89 feet; a central angle of 00 degrees 47 minutes 30 seconds, a chord distance of 27.36 feet; thence run in a southwesterly direction along the arc of said curve and along said right of way line for a distance of 27.36 feet to the POINT OF BEGINNING.

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 86 deg. 14 min. 14 sec. 387.82 feet to the point of beginning.

#### LESS AND EXCEPT:

A parcel of land situated in the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the Southeast corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West; thence run north along the Quarter line 506.79 feet; thence left 121° 25'36" run in a southwesterly direction 1325.96 feet; thence right 129° 39'13" run in a northerly direction 359.51 feet; thence left 90° 00'00" run in a westerly direction 319.00 feet, to the Easterly right-of-way of U.S. Highway No. 31; thence right 90° 00'00" run in a northerly direction along said right-of-way 131.39 feet to the point of beginning; thence continue along last stated course 140.00 feet; thence right 45° 59'33" run in a northeasterly direction along said right-of-way 110.03 feet to the right-of-way of Alabama Highway No. 119 which is on a curve to the left, said curve having a central angle of 02° 49'12" and a radius of 1949.89 feet, thence turn an angle to tangent to the right of 42° 47'00" run along the arc of said curve 95.97 feet in an easterly direction along the right-of-way of Alabama Highway No. 119; thence turn an angle to tangent to the right of 94° 02'39" and leaving said right-of-way run in a southerly direction 220.85 feet; thence right 90° 00'00" run in a westerly direction 175.00 feet to the point of beginning and containing 34,973.68 square feet more or less.

#### ALSO LESS AND EXCEPT:

A parcel of land situated in the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the Southeast corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West; thence run north along the Quarter line 506.79 feet; thence left 121° 25'36" run in a southwesterly direction 1325.96 feet; thence right 129° 39'13" run in a northerly direction 359.51 feet; thence left 90° 00'00" run in a westerly direction 319.00 feet, to the Easterly right-of-way of U.S. Highway No. 31; thence right 90° 00'00" run in a northerly direction along said right-of-way 131.39 feet to the point of beginning; thence continue along last stated course 5.00 feet; thence right 90° 00'00" and leaving said right of way run in an easterly direction 175.00 feet; thence 90° 00'00" right running in a southerly direction 5.00 feet; thence 90° 00'00" right run in a westerly direction 175.00 feet to the point of beginning and containing 875.0 square feet more or less.

#### ALSO LESS AND EXCEPT:

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 degrees 25 minutes 36 seconds, 1325.96 feet; thence right 129 degrees 39 minutes 13 seconds, 359.51 feet; thence left 90 degrees 00 minutes, 137.27 feet to a Point "A" at the Point of Beginning; thence continue along the same course 182.14 feet to the easterly right-of-way of U.S. Highway 31; thence right 90 degrees 00 minutes, 136.39 feet along said easterly right-of-way; thence right 90 degrees 00 minutes 00 seconds, 175.00 feet to a Point "B"; thence right 90 degrees 00 minutes 00 seconds, 10.15 feet; thence left 45 degrees 00 minutes 00 seconds, 10.10 feet; thence right 45 degrees 00 minutes 00 seconds, 119.00 feet to the Point of Beginning.

2-B-1B1T  
EXHIBIT  
(THIS IS NO EXHIBIT D-1)

## EXHIBIT B-3

November 17, 1998

The following is a description of the centerline of a 24 wide easement located in the Southwest Quarter of Section 31, Township 19 South, Range 2 West, and being 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  $121^{\circ}25'36''$ , 1325.96 feet; thence right  $129^{\circ}39'13''$ , 359.51 feet, thence continue on last stated course 38.50 feet to the point of beginning: thence left  $90^{\circ}00'00''$ , 87.94 feet; thence right  $57^{\circ}53'00''$ , 43.37 feet; thence right  $32^{\circ}07'00''$ , 222.4 more or less to the existing right of way of the frontage road dedicated to the City of Pelham.



# EXHIBIT C

## Ingress & Egress Easement (ACCESS EASEMENT)

STATE OF ALABAMA  
SHELBY COUNTY

A parcel of land situated in the Southwest one-quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the southeast corner of the Southwest one-quarter of said Section 31; thence run in a northerly direction along the east boundary of the said Southwest one-quarter for a distance of 506.79 feet; thence turn a deflection angle to the left 121 degrees 25 minutes 36 seconds and run in a southwesterly direction for a distance of 1325.96 feet; thence turn a deflection angle to the right 129 degrees 40 minutes 07 seconds and run in a northeasterly direction for a distance of 381.90 feet to the POINT OF BEGINNING; Thence turn a deflection angle to the right 76 degrees 56 minutes 58 seconds and run in a northeasterly direction for a distance of 43.63 feet; thence turn an angle to the right 103 degrees 03 minutes 02 seconds and run in a northeasterly direction for a distance of 312.11 feet to the south right of way line of Alabama Highway No. 119 and a point on a curve to the right; thence turn an interior angle to the left 80 degrees 57 minutes 02 seconds to the chord of said curve, said curve having a radius of 1979.89 feet, a central angle of 00 degrees 43 minutes 30 seconds, a chord distance of 25.05 feet; thence run in a southwesterly direction along the arc of said curve and along the said right of way line for a distance of 25.05 feet; thence leaving said right of way, turn an interior angle to the right 98 degrees 54 minutes 23 seconds from chord of said curve and run in a southwesterly direction for a distance of 272.85 feet to a point on a curve to the right; thence turn an interior angle to the right 225 degrees 08 minutes 23 seconds to the chord of said curve, said curve having a radius of 20.00 feet, a central angle of 81 degrees 24 minutes 15 seconds, a chord distance of 26.09 feet; thence run along the arc of said curve 28.42 feet; thence turn an interior angle to the right 135 degrees 00 minutes 12 seconds from chord of said curve and run in a southwesterly direction for a distance of 26.72 feet to the POINT OF BEGINNING.

# EXHIBIT D

## Dumpster Pad Easement

STATE OF ALABAMA  
SHELBY COUNTY

A parcel of land situated in the Southwest one-quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the southeast corner of the Southwest one-quarter of said Section 31; thence run in a northerly direction along the east boundary of the said Southwest one-quarter for a distance of 506.79 feet; thence turn a deflection angle to the left 121 degrees 25 minutes 36 seconds and run in a southwesterly direction for a distance of 1325.96 feet; thence turn a deflection angle to the right 129 degrees 40 minutes 07 seconds and run in a northeasterly direction for a distance of 412.56 feet to the POINT OF BEGINNING; thence turn an interior angle to the left 135 degrees 55 minutes 51 seconds and run in a northeasterly direction for a distance of 9.92 feet; thence turn an interior angle to the right 89 degrees 59 minutes 53 seconds and run in a northwesterly direction for a distance of 9.60 feet; thence turn an interior angle to the right 45 degrees 55 minutes 58 seconds and run in a southwesterly direction for a distance of 13.81 feet to the POINT OF BEGINNING.



# EXHIBIT E

## Easement for Frontage Road

STATE OF ALABAMA  
SHELBY COUNTY

A parcel of land situated in the Southwest one-quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the southeast corner of the Southwest one-quarter of said Section 31; thence run in a northerly direction along the east boundary of the said Southwest one-quarter for a distance of 506.79 feet; thence turn a deflection angle to the left 121 degrees 25 minutes 36 seconds and run in a southwesterly direction for a distance of 1325.96 feet; thence turn a deflection angle to the right 129 degrees 40 minutes 07 seconds and run in a northeasterly direction for a distance of 683.30 feet to point on a curve to the left and the POINT OF BEGINNING, which is the centerline of the 28.00 foot easement herein described; thence turn an interior angle to the left 100 degrees 50 minutes 51 seconds to the chord of said curve, said curve having a radius of 1993.89 feet, a central angle of 05 degrees 28 minutes 31 seconds and a chord distance of 190.47 feet; thence run in an easterly direction parallel with the south right of way line of Alabama Highway No. 119 for a distance of 190.54 feet to the end of the easement herein described.

# EXHIBIT F

## Easement for Frontage Road

STATE OF ALABAMA  
SHELBY COUNTY

A parcel of land situated in the Southwest one-quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the southeast corner of the Southwest one-quarter of said Section 31; thence run in a northerly direction along the east boundary of the said Southwest one-quarter for a distance of 506.79 feet; thence turn a deflection angle to the left 121 degrees 25 minutes 36 seconds and run in a southwesterly direction for a distance of 1325.96 feet; thence turn a deflection angle to the right 129 degrees 40 minutes 07 seconds and run in a northeasterly direction for a distance of 683.30 feet to a point on a curve to the left; thence turn an interior angle to the left 100 degrees 50 minutes 51 seconds to the chord of said curve, said curve having a radius of 1993.89 feet, a central angle of 05 degrees 28 minutes 31 seconds and a chord distance of 190.47 feet; thence run in an easterly direction parallel with the south right of way line of Alabama Highway No. 119 for a distance of 190.54 feet to a point on a curve to the left and the POINT OF BEGINNING, which is the centerline of the 28.00 foot easement herein described; thence turn an interior angle to the right 172 degrees 37 minutes 09 seconds from chord to chord of said curve, said curve having a radius of 1993.89 feet, a central angle of 09 degrees 17 minutes 10 seconds; a chord distance of 322.80 feet; thence run along the arc of said curve parallel to said right of way for a distance of 323.16 feet to the end of the easement herein described.

Inst # 1999-07606

02/23/1999-07606  
03:05 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
016 MEL 51.00