

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made this 12th day of March, 1999, between **SOUTHMARK PROPERTIES, L.L.C.**, an Alabama limited liability company, **INTERSTATE RESTAURANT INVESTORS, L.L.P.**, an Alabama limited liability partnership and **FRANK C. ELLIS, JR.**, a married man, (hereinafter collectively referred to as the "Grantor") and **RESOURCE MANAGEMENT SERVICE, INC.**, an Alabama corporation, and their heirs, executors, successors and assigns (hereinafter referred to as the "Grantee") and Grantor's Lessee, **LOGAN'S ROADHOUSE, INC.**, a Tennessee corporation (hereinafter referred to as "Grantor's Tenant").

WHEREAS:

A. The Grantor is the owner of certain real property ("Grantor's Property") which is currently leased and occupied by Grantor's Tenant, and more particularly described as follows:

Lot 1-A, according to the map of Resource Center, recorded at Map Book 24, Page 118, being a part of the SW ¼ of the NW ¼ of Section 36, Township 18 South, Range 2 W, Shelby County, Alabama.

B. Grantor's Tenant is a tenant under a lease with Grantor covering the Grantor's Property.

C. The Grantor agrees to grant unto Grantee an easement for the construction, service and maintenance of a monument sign on and across Grantor's Property. The location of the easement is described in Exhibit "A" attached hereto and incorporated herein by reference (the "Easement Property"), and the size and dimensions of the monument sign are described in Exhibit "B" attached hereto and incorporated herein by reference ("Sign").

D. Grantor's Tenant hereby executes of this Agreement to evidence its consent to the terms herein, including the grant of the easement on the Easement Property.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) in hand paid by the Grantee to the Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantor, the Grantor does hereby declare and agree as follows:

1. **GRANT OF EASEMENT:** The Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto the Grantee a non-exclusive, perpetual easement for the construction, service and maintenance of the Sign on and across the Easement Property for the use and benefit of the Grantee, its successors and assigns. Grantee agrees to construct, maintain and service said Sign in compliance with all laws, rules, regulations and ordinances governing the same and to pay

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CERTIFIED
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all expenses and costs which are required to construct, service and maintain such Sign in good condition and repair at all times and to comply with its obligations under this Agreement. Grantor and Grantor's Tenant have the right to utilize the Easement Property at all times provided Grantor or Grantor's Tenant do not materially adversely interfere with the rights granted the Grantee herein. Notwithstanding anything herein to the contrary, Grantee shall not disturb any business operations which are now or may in the future be located on the Grantor's Property and shall repair any damage to the Grantor's Property or Easement Property caused by the exercise of its rights under this Agreement.

2. **COVENANT RUNNING WITH LAND:** This Easement (i) is and shall be a covenant running with the land and shall constitute a burden on the Grantor's Property and (ii) shall be binding upon the Grantor, and its successors and assigns.

3. **DEFAULT:** If any party shall fail to perform under or breach any of the provisions of this Easement after ten (10) days written notice from the other party, or shall fail to pursue its duties hereunder diligently, then the other party shall have the right under written notice to defaulting party in addition to all the remedies to which it is entitled by law to proceed to make such payment or take such action as shall be reasonably necessary to cure such default all in the name of and for the amount of the defaulting party. The defaulting party shall on demand reimburse the other party paying such sum or taking such action for the monies actually expended by it and its reasonable attorney's fees and court costs together with any and all penalties or fines if any arising from such default with interest at the legal rate permitted by law from the date of demand to the date of payment.

In addition to the remedies outlined above, the non-defaulting party shall have all remedies, to which it is entitled by law, including obtaining injunctive relief, provided, however, that any provision of law or equity to the contrary notwithstanding, such failure to remedy any default shall not terminate this Easement or terminate the rights of Grantor or Grantee, it being the express understanding of the parties hereto that this Easement shall continue in effect notwithstanding any default by any party. In the event any party shall institute any action or proceeding relating to the provisions of this Easement, the non-prevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of attorney's fees and court costs incurred.

4. **INDEMNITY:** Each party shall indemnify and hold the other party harmless from any loss, damage, liability or expense, including reasonable attorney's fees, arising out of such party's exercise of its right under this Easement Agreement or the failure of any party to comply with its obligations hereunder.

5. **NOTICE:** Any notice, demand, request, consent, approval, designation or other communication which any party hereto is required or desires to give or make or communicate to any other party shall be in writing and shall be given or made or communicated by United States mail or by recognized express mail service or overnight delivery service, addressed as follows:

If to Grantor: Interstate Restaurant Investors, L.L.P.
% John McGeever
162 Cahaba Valley Road
Pelham, Alabama 35124

If to Grantee: Resource Management Service, Inc.
Post Office Box 380757
Birmingham, Alabama 35238-0757

If to Grantor's Tenant: Logan's Roadhouse, Inc.
Post Office Box 291047
Nashville, Tennessee 37214
and
J. Steven Kirkham, Esq.
Baker Donelson P.C.
1700 Nashville City Center
511 Union Street
Nashville, Tennessee 37219

Any party may designate a different address by written notice given in accordance herewith. Notice shall be deemed to have been given, made or communicated, as the case may be on the date two (2) days following deposit in the United States mail with first class postage fully prepaid or upon the receipt from the express mail delivery service.

6. **CAPTIONS:** The captions of the paragraphs of this Easement are for convenience only and shall not be considered nor referred to in resolving questions of the interpretation and construction.

7. **TIME OF THE ESSENCE:** Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Easement.

8. **CONSENTS:** In any instance in which any party to this Easement shall be requested to consent to or approve of any matter with respect to which a party's consent or approval is required by any of the provisions of this Easement, such consent or approval shall be given in writing. Wherever in this Easement approval of either party is required, such approval or disapproval shall be given within ten (10) days following the receipt of notice requesting approval or disapproval together with the item to be so approved or disapproved, or the same shall be conclusively deemed to have been approved by such party. Any disapproval may specify with particularity the reasons therefor.

9. **ENTIRE AGREEMENT:** This Easement contains the entire agreement between the parties relating to this subject matter hereof and no modification or amendment hereto shall be of any force or effect unless it shall be in writing and signed by the parties hereto.

10. **SEVERABILITY:** If any term, provision or condition contained in this Easement shall, to any extent, be invalid or unenforceable, the remainder of this Easement shall be valid and enforceable to the fullest extent permitted by law.

11. **GOVERNING LAW:** This Easement shall be construed in accordance with the laws of the State of Alabama.

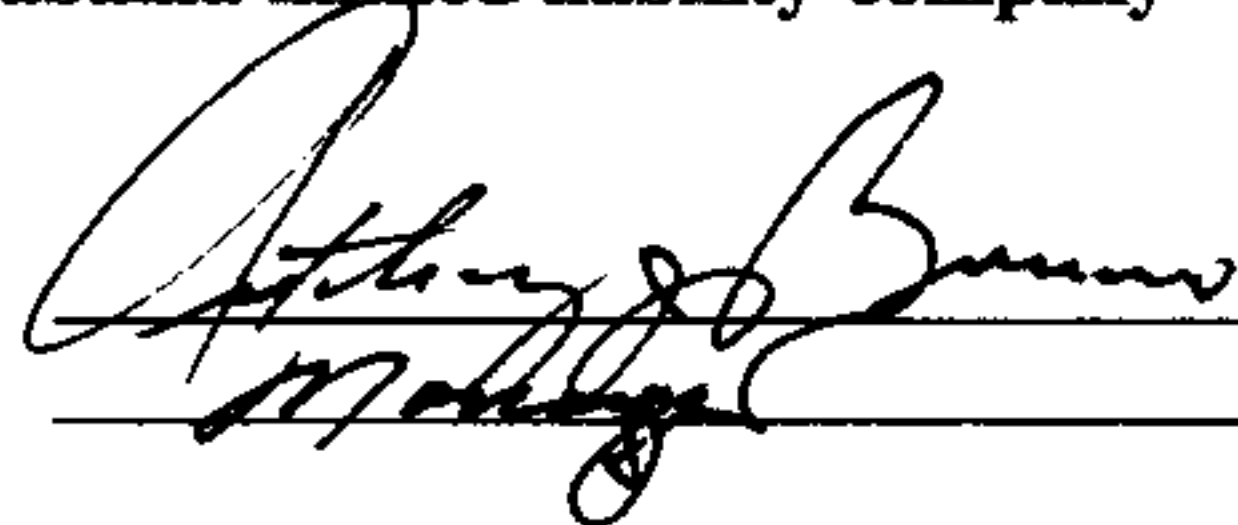
12. **COUNTERPARTS:** This Easement may be executed in multiple counterparts, each of which together shall constitute one original.

13. **EXECUTION:** The parties hereto, by their duly authorized officials have executed this Easement as of the date first above written.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement on the date and year first above written.

SOUTHMARK PROPERTIES, L.L.C.,
an Alabama limited liability company

By:
Its:



INTERSTATE RESTAURANT INVESTORS,
L.L.P., an Alabama limited liability partnership

By:



Partner



Frank C. Ellis, Jr.

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Anthony J. Bruno, whose name as a Member of **Southmark Properties, L.L.C.**, an Alabama limited liability company, is signed to the foregoing Easement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Easement Agreement, he in his capacity as such Member and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 20th day of January 1999.

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

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John McGeever, whose name as Partner of **Interstate Restaurant Investors, L.L.P.**, an Alabama limited liability partnership, is signed to the foregoing Easement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Easement Agreement, he in his capacity as such Partner and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 20th day of January 1999.

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

STATE OF ALABAMA)
SHELBY COUNTY)

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 Easement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Easement Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand this 20th day of January, 1999.

Paula Head
Notary Public
My Commission Expires Jan. 19, 2000

**RESOURCE MANAGEMENT, INC.,
an Alabama corporation**

By:
Its:

John M. Bradley Jr.
Chairman

**STATE OF ALABAMA)
JEFFERSON COUNTY)**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John M. Bradley Jr., whose name as Chairman of **Resource Management Service, Inc.**, an Alabama corporation, is signed to the foregoing Easement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Easement Agreement, he/she, in his/her capacity as such officer and with full authority, executed the same voluntarily as the act of the corporation on the day the same bears date.

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

Catherine D. Miller

Notary Public

My Commission Expires: 11-2-02

LOGAN'S ROADHOUSE, INC.,
a Tennessee corporation

By:

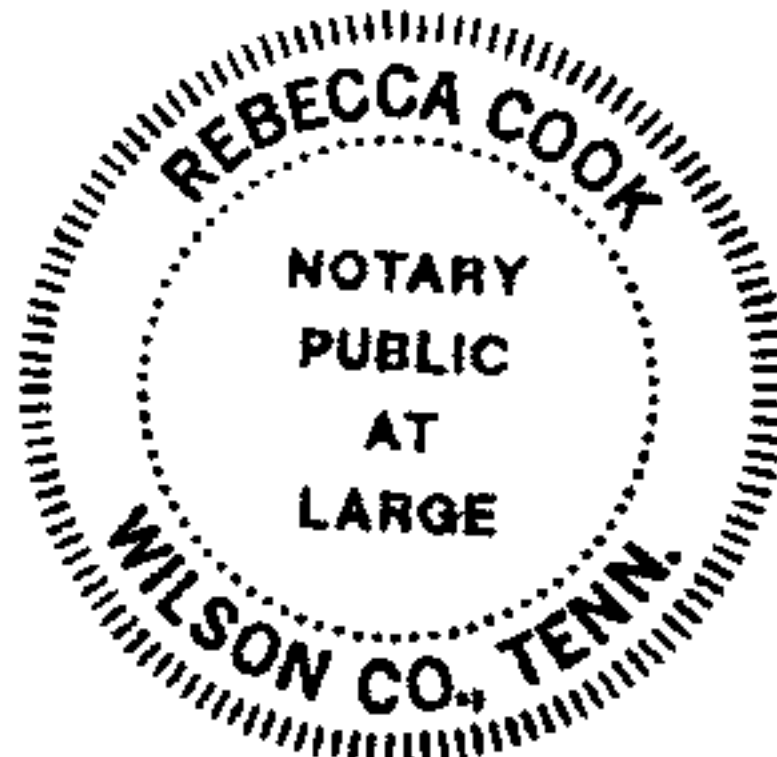
Its:

[Signature]
Sr. Vice President

STATE OF *Tennessee*)
Davidson COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that *Ralph W. McCracken*, whose name as *Sr. Vice President* of Logan's Roadhouse, Inc., a Tennessee corporation, is signed to the foregoing Easement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Easement Agreement, he/she, in his/her capacity as such officer and with full authority, executed the same voluntarily as the act of the corporation on the day the same bears date.


Given under my hand this *22* day of *February*, 199*9*.

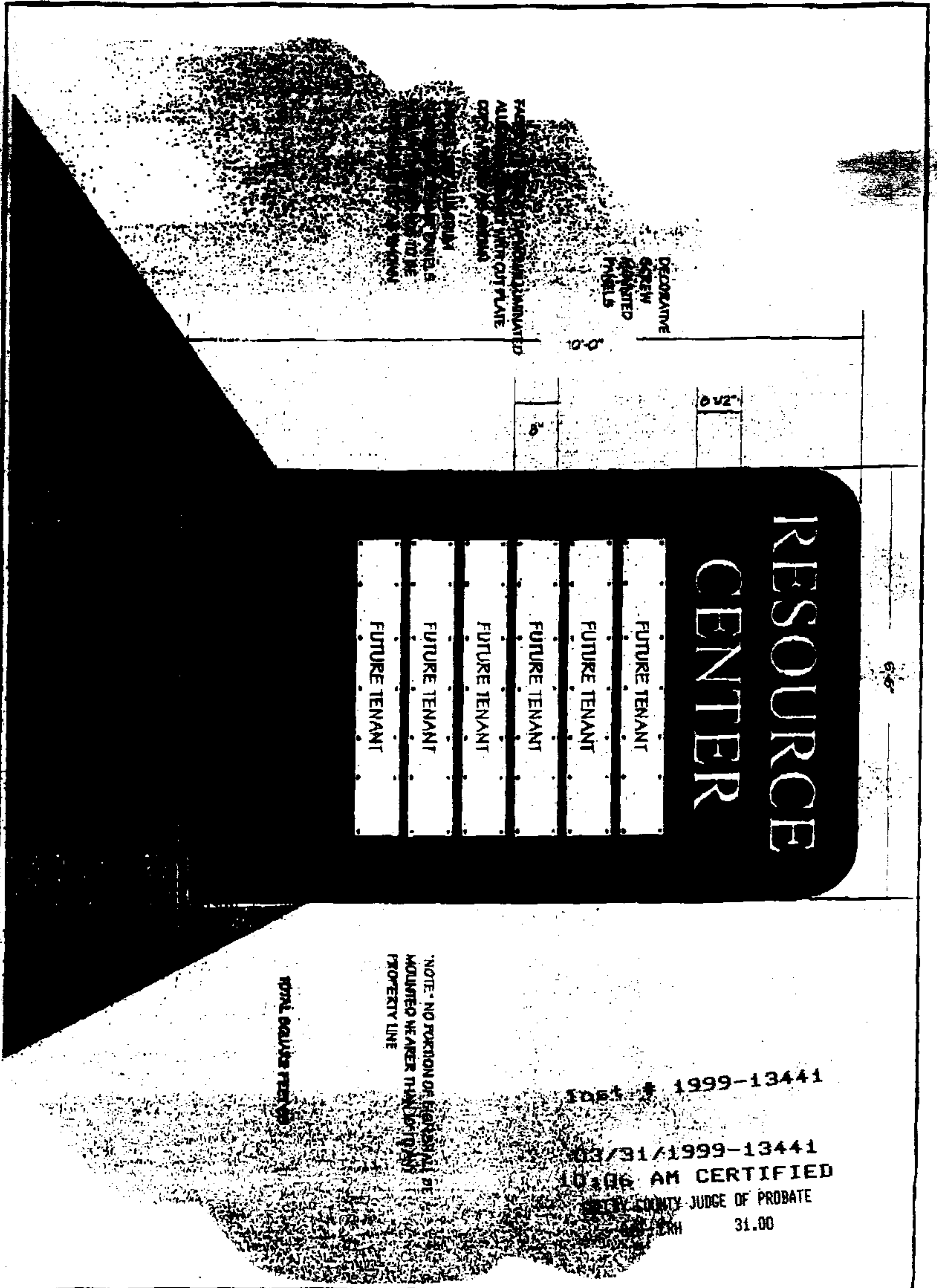


Rebecca Cook
Notary Public
My Commission Expires: *6/2/02*

EXHIBIT "A"

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 2 WEST SHELBY COUNTY, ALABAMA AND RUN EASTERLY ALONG THE NORTH LINE OF SAID $\frac{1}{4}$ - $\frac{1}{4}$ SECTION FOR 839.29 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY #280; THENCE TURN $42^{\circ}05'22''$ RIGHT AND RUN SOUTHEASTERLY ALONG SAID ROAD RIGHT OF WAY FOR 75.18 FEET; THENCE TURN $90^{\circ}0'00''$ LEFT AND RUN NORTHEASTERLY ALONG SAID ROAD RIGHT OF WAY FOR 10.00 FEET; THENCE TURN $90^{\circ}01'56''$ RIGHT AND RUN SOUTHEASTERLY ALONG SAID ROAD RIGHT OF WAY FOR 37.12 FEET TO THE POINT OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET AND RUN ALONG THE ARC OF SAID CURVE FOR 16.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE ARC OF SAID CURVE AND ALONG RESOURCE CENTER PARKWAY RIGHT OF WAY FOR 22.64 FEET TO A POINT; THENCE TURN $90^{\circ}00'00''$ RIGHT FROM THE TANGENT TO SAID CURVE AT SAID POINT AND RUN NORTHWESTERLY FOR 16.99 FEET; THENCE TURN $91^{\circ}06'53''$ RIGHT AND RUN NORTHEASTERLY FOR 19.83 FEET; THENCE TURN $90^{\circ}07'35''$ RIGHT AND RUN SOUTHEASTERLY FOR 7.03 FEET TO THE POINT OF BEGINNING.

Project: LAH		Client Approval for Production:	
Date: 8/16/99	Artist: BARBARA GRAY	Scale: 1/2" - 1"	Filename: 8808B107
Salesman: BRANDON THOMPSON		<div>  <p>1-205-940-7180</p> </div>	



NOTE: NO PORTION OF THIS MAP IS
MOUNTED NEARER THAN 10' TO ANY
PROPERTY LINE

TOTAL SQUARE FEET: 60

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10:06 AM CERTIFIED
JUDY COUNTY JUDGE OF PROBATE
31.00