

This Instrument Prepared By:  
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Attorney at Law  
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Birmingham, Alabama 35226

Inst # 1999-24445

STATE OF ALABAMA )  
SHELBY COUNTY )

06/10/1999-24445  
12:59 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 SMA 13.00

## TERMINATION OF JOINT EASEMENT AGREEMENT AND ACKNOWLEDGMENT

This Termination of Joint Easement Agreement and Acknowledgment is made this 4 day of JUNE, 1999, by and between Interstate Restaurant Investors, LLP (as Successor in Interest to Interstate Restaurant Investors an Alabama General Partnership) (the LLP) and Frank C. Ellis, Jr., (Ellis) (collectively herein, the LLP and Ellis are referred to as IRI) and Jenkins Development Company, LLC, an Alabama Limited Liability Company (Jenkins).

WHEREAS, IRI and Jenkins entered a Joint Easement recorded in Inst. No. 1995-09710 Office of the Judge of Probate Shelby County, Alabama (the Joint Easement) and an Easement Dedication Agreement recorded in Inst. No. 1996-08144 Office of the Judge of Probate Shelby County, Alabama (the Dedication Agreement) and (together with others) a Dedication of Perpetual Easement for Public Road as recorded in Inst. No. 1996-22947 Office of the Judge of Probate Shelby County, Alabama (the Dedication); and

WHEREAS, Paragraph 2 of the Dedication Agreement requires the parties to file an amendment to the Joint Easement terminating the Joint Easement as a result of the Dedication and in doing so, IRI has requested that Jenkins acknowledge that IRI has no further obligations to Jenkins which appear in Subparagraphs (a), (b), (c), and (d) of Paragraph 2 of the Dedication Easement as a result of the compliance by IRI of its obligations appearing in such Subparagraphs (a), (b) and (d) and by the passage of time with respect to such Subparagraph (c).

NOW, THEREFORE, In consideration of the premises and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Joint Easement, by virtue of the Dedication, and pursuant to the Dedication Agreement, and all rights and obligations contained in the Joint Easement, are hereby terminated.
2. Jenkins acknowledges that all of the obligations of IRI under the Dedication Agreement are fully satisfied.

Done the date and year first above written.

Interstate Restaurant Investors, LLP

By: [Signature]  
John G. Benner  
Its: Partner

By: [Signature]  
William G. Robertson  
Its: Partner

By: [Signature]  
John McGeever  
Its: Partner

[Signature]  
Frank C. Ellis, Jr.

Jenkins Development Company, LLC  
By: [Signature]  
Its: Member

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, John McGeever and William R. Robertson as partners of Interstate Restaurant Investors, LLP, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they, in their capacity as such partners, executed the same voluntarily, for and as the act of said partnership.

Given under my hand and official seal this 4 day of JUNE, 1999.

  
Notary Public  
My Commission Expires: 3.1.99

STATE OF ALABAMA )  
JEFFERSON 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 instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the foregoing instrument he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 4 day of June, 1999.

  
Notary Public  
My Commission Expires: 3.1.99

~~STATE OF ALABAMA )  
JEFFERSON COUNTY )~~

~~I, the undersigned, a Notary Public in and for said State of Alabama at Large, hereby certify that Frank C. Ellis, III, whose name as Attorney in Fact for Frank C. Ellis, Jr., is signed to the foregoing conveyance and who is known to me, acknowledged before me this date that, being informed of the conveyance, he/she in his/her capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the date the same bears date.~~

~~Given under my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.~~

~~Notary Public  
My Commission Expires: \_\_\_\_\_~~

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that J.M. JENKINS as member of Jenkins Development Company, 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 27<sup>th</sup> day of May, 1999.

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Notary Public  
My Commission Expires: 5-8-99

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JEFFERSON COUNTY JUDGE OF PROBATE