

EASEMENT FOR JOINT USE OF DRIVEWAY

STATE OF ALABAMA)

SHELBY COUNTY)

THIS AGREEMENT for joint use of driveway is entered into by and between Interstate Restaurant Investors, LLP, an Alabama Limited Liability Partnership, Frank C. Ellis, Jr., a married man, John McGeever, LLC, John G. Benner, LLC, William R. Robertson, LLC and Frank C. Ellis, Jr., LLC (Owner #1), and Wilbur Hall, Jr., a married man and John T. Northrup, a married man collectively dba Faith Investments, Inc., (Owner #2) on the date and year hereinafter noted.

RECITAL

Owner #1 owns that certain land parcel described as Parcel 1 in attached Exhibit "A". Owner #2 owns that certain land parcel described as Parcel 2 in attached Exhibit "A". Said Parcels 1 and 2 are contiguous. Parcel 1 is encumbered by mortgage to Regions Bank. Parcel 2 is encumbered by mortgage to SouthTrust Bank. Both of said owners wish to establish a joint driveway across a small portion of their respective parcels of land, with said driveway to be utilized for vehicular ingress and egress by said owners, their employees, guests, agents, customers and invitees. Said driveway is described on Exhibit B attached hereto and incorporated by reference herein and is referred to herein as the "Easement".

Parcels 1 & 2 are subject to an easement for joint use of driveway as recorded in Inst. No. 1994-17716 Office of the Judge of Probate Shelby County, Alabama which document is incorporated by reference herein (the original easement). The original easement is a continuation in a northerly direction of the Easement granted herein from the northerly end of the Easement to Highway 119.

NOW THEREFORE, in consideration of the mutual benefits to be realized, and the conditions herein stipulated, said owners hereby grant, bargain, sell and convey to one another a perpetual non-exclusive easement, over and across the Easement, running with the land, for vehicular and pedestrian ingress and egress, specifically for a joint driveway to benefit the said owner, their respective heirs, successors and assigns and their respective employees, guests, agents, customers, and invitees.

This mutual conveyance is subject to the following conditions and stipulations:

1. Owner #1 shall install on the Easement, at its expense, a 27 foot wide roadway constructed with a 6 inch crushed stone base, a 2 inch asphalt binder coating and a 1 inch asphalt seal coating.
2. The construction of the improvements described in Paragraph 1 above shall be done so as not to alter the current routes for storm drainage affecting Parcel 1 and Parcel 2.
3. Owner #1 shall also secure a traffic control plan (striping, signage, etc.) from a

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SHELBY COUNTY JUDGE OF PROBATE

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qualified traffic engineer for the intersection shown on Exhibit "C", attached hereto and incorporated by reference herein.

In the event Owner #1 has not fully completed the above improvements within one (1) year from the date hereof then this agreement shall automatically become null and void. Owner #1 may verify the completion of the improvements by filing a document with the Probate Office of Shelby County indicating such completion. It is expressly understood, however, that the failure of Owner #1 to install the 1 inch asphalt seal on the contemplated roadway within one year shall specifically not defeat this easement so long as the other construction items in Paragraph 1 above have been completed within one year of the date of this instrument it being acknowledged by the Parties that there may be construction reasons not to install the 1 inch asphalt seal coat within one year of the date of this instrument.

The property concerned by this document is not the homestead of Frank C. Ellis, Jr., Wilbur Hall, Jr. or John T. Northrop, or their spouses.

TO HAVE AND TO HOLD, to Owner #1 and Owner #2, their respective heirs, successors and assigns forever (unless this easement is terminated by virtue of the failure of Owner #1 to complete the construction requirements, as limited, within one year of the date of this instrument).

Regions Bank and SouthTrust Bank have executed this instrument in order to indicate their approval of this instrument and to indicate that the mortgages that they hold on Parcel 1 and 2 are expressly subordinate to this instrument.

IN WITNESS WHEREOF, the undersigned parties have executed this agreement on this the 9th day of NOVEMBER, 1999.

Interstate Restaurant Investors, LLP

By: John Mc Geever
William R. Roberts
Frank C. Ellis, Jr.
Frank C. Ellis, Jr.

John McGeever, LLC

By: John Mc Geever
Its: Member

William R. Robertson, LLC

By: William R. Robertson
Its: Member

John G. Benner, LLC

By: [Signature]
Its: Member

Frank C. Ellis, Jr., LLC

By: Frank C. Ellis Jr
Its: Member

Wilbur Hall Jr
Wilbur Hall, Jr.

John T. Northrup
John T. Northrup

Regions Bank
By: [Signature]
Its: VP

SouthTrust Bank
By: Jerena W. Ward
Its: SVP

STATE OF ALABAMA)

Shelby COUNTY)

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 as partners of Interstate Restaurant Investors, LLP, an Alabama Limited Liability Partnership 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 general partnership.

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

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

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned, a Notary Public for the State of Alabama at Large do hereby certify that Frank C. Ellis, Jr., whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me this day that, being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

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

Judith Ann Gernskey
Notary Public
My Commission Exp. 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, as managing member of John McGeever, 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 4th day of November, 1999.

Judith Ann Gernskey
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 William R. Robertson as managing member of William R. Robertson, 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 4th day of November, 1999.

Judith Ann Gernskey
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 G. Benner, as managing member of John G. Benner, 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 4th day of November, 1999.

Judith Ann Lemsley
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. as managing member of Frank C. Ellis, Jr., 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 4th day of November, 1999.

Judith Ann Lemsley
Notary Public

My Commission Expires: 1-11-03

STATE OF ALABAMA)

Conley COUNTY)

I, the undersigned, a Notary Public for the State of Alabama at Large do hereby certify that Wilbur Hall, Jr., whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me this day that, being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of November, 1999.

Kelly Mitchell
Notary Public

My Commission Exp. 12-22-01

STATE OF ALABAMA)

Lovely COUNTY)

I, the undersigned, a Notary Public for the State of Alabama at Large do hereby certify that John T. Northrup, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me this day that, being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of November, 1999.

Billy Mitchell

Notary Public

My Commission Exp. 12-22-01

STATE OF ALABAMA)

Telford COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles L. Whitkins, whose name as Vice President of Regions Bank, a corporation is signed to the foregoing instrument, and who is known to me, acknowledged before me this day that, being informed of the contents of the instrument, 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 4th day of November, 1999.

Charles L. Whitkins

Notary Public

My Commission Exp. 2-7-02

STATE OF ALABAMA)

Cov. COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Teresa W. Ward, whose name as Senior Vice President of SouthTrust Bank, a corporation is signed to the foregoing instrument, and who is known to me, acknowledged before me this day that, being informed of the contents of the instrument, 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 9 day of Nov., 1999.

Louis Nelson

Notary Public

My Commission Exp. 1-7-01

Exhibit 'A'

Parcel 2

9 11 2 100-00

WARRANTY DEED

STATE OF ALABAMA)
JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS, THAT,

FOR AND IN CONSIDERATION OF One Hundred Dollars (\$100.00), and the assumption of the hereinafter described mortgage, to the undersigned grantor, John Amos Furniture, Inc., an Alabama Corporation, the receipt whereof is hereby acknowledged, the said John Amos Furniture, Inc., an Alabama Corporation, does hereby grant, bargain, sell and convey unto John T. Northrop and Wilbur Hall, Jr., the following described real estate, situated in Shelby County, Alabama, viz:

A parcel of land located in the Southwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of said Section 31; thence run Northerly along the 1/4 line 506.79 feet; thence left 121°25'36" 240.00 feet to the point of beginning; thence continue along the same course 277.88 feet; thence right 106°46'08" 374.13 feet to the southeast R.O.W. of Alabama Highway No. 119; thence right 86°37'08" to the chord of a curve to the left with a radius of 1949.89 feet and a central angle of 6°45'44"; thence run along the arc of said curve 230.13 feet being along the Southerly R.O.W. of Alabama Highway No. 119; thence interior left Southeasterly 93°22'52" from said chord 309.67 feet to the point of beginning.

Except:

1. Joint Driveway Agreement, recorded in Instrument 1994-17716, in the Probate Office of Shelby County, Alabama.

2. The rights of upstream and downstream riparian owners with respect to Bishop Creek, bordering subject property.

The grantee herein hereby agrees to pay and assume the indebtedness owing by the grantor herein to the Small Business Administration, as secured by that certain mortgage recorded in Instrument 1995-12552, in the Probate Office of Shelby County, Alabama, the principal balance being \$355,122.52.

TO HAVE AND TO HOLD, to the said John T. Northrop and Wilbur Hall, Jr., their heirs, successors and assigns, forever.

And the undersigned does, for itself, its successors and assigns, covenant with the said John T. Northrop and Wilbur Hall, Jr., that it is lawfully seized in fee simple of said premises; that they are free from all liens and encumbrances, except current ad valorem taxes, and as noted above, that it has a good and present right to sell and convey the same as aforesaid; that it will, and its successors and assigns shall forever warrant and defend the

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JAC

John T. Northrop
P.O. Box 536
Huntsville, AL 35897

Exhibit "A"

EXHIBIT 'A'

Parcel 1

A parcel of land located in the SW 1/4 of Section 31, Township 19 South, Range 2 West and the NW 1/4 of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama; more particularly described as follows:

Commence at the SE corner of the SW 1/4 of Section 31; thence run North along the 1/4 line 506.79 feet; thence left 121 deg. 25 min. 36 sec. 517.90 feet to the point of beginning; thence continue Southwesterly along the same course a distance of 308.06 feet to the SE corner of Jenkins Brick Company; thence right 129 deg. 39 min. 08 sec. Northerly along the East line of Jenkins Brick Company 727.32 feet to the NE corner of Interstate Restaurant Investors being also a point on a curve on the Southerly right of way line of Alabama Highway No. 119 (an 80 foot right of way) having a radius of 1949.89 feet, a central angle of 14 deg. 34 min. 51 sec. and a chord of 494.92 feet; thence turn right 74 deg. 24 min. 29 sec. to the chord of said curve and run Easterly then Northeasterly along the arc of said curve 496.22 feet, concave Northerly; thence with an interior angle left of 97 deg. 17 min. 26 sec. from said chord Southeasterly 374.13 feet to the point of beginning; being situated in Shelby County, Alabama.

LESS AND EXCEPT the following described right of way:

A part of the SE 1/4 of the SW 1/4 of Section 31, Township 19 South, Range 2 West, identified as Tract No. 4 on Project No. STPAA-7136(1) in Shelby County, Alabama and being more fully described as follows:

Commencing at the SE corner of said SE 1/4 of the SW 1/4; thence North along the East line of said SE 1/4 of the SW 1/4 a distance of 830 feet, more or less, to a point on the present South right of way line of Alabama Highway 119; thence Southwesterly along said right of way line a distance of 590 feet, more or less, to the NE property line, and the point of beginning of the property herein to be conveyed; thence southeasterly along said Northeast property line a distance of 50 feet, more or less, to a point that is 70 feet Southeasterly of and at right angles to the centerline of said project; thence Southwesterly, parallel with said centerline a distance of 108 feet, more or less, to a point that is 70 feet Southeasterly of and at right angles to said centerline at Station 18+00; thence Southwesterly a distance of 402 feet, more or less, to the West property line; thence northerly along said property line a distance of 30 feet, more or less, to the South right of way line of Alabama Highway 119; thence Northeasterly along said right of way line a distance of 498 feet, more or less, to the point of beginning.

ALSO, LESS AND EXCEPT THE FOLLOWING:

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 727.61 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 southeasterly direction for a distance of 298.62 feet to the POINT OF BEGINNING.

Exhibit
"A"

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Exhibit "B"

Legal Descriptions of Area Comprising Easement for Joint Use of Driveway

The following described parcels are located in the southwest quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, and which parcels lie within and a part of parcels 1 & 2 as described in Exhibit "A", hereof, and which parcels are more particularly described as follows:

Easement Area located within Parcel #1 (Parcel 1 is described in Exhibit A)

Commence at the Southeast corner of the Southwest quarter of Section 31; thence run North along the quarter-section line 506.79 feet, thence left $121^{\circ} 25' 36''$, 517.90 feet; thence $106^{\circ} 46' 08''$ right run in a Northwesternly direction along the Easterly property line of Parcel 1 (which is the Westerly property line of Parcel 2) for a distance of 188.10 feet to the point of beginning, thence continue on last stated course 86.03 feet to an existing joint driveway easement (as recorded in Instrument No. 1994-17716 Probate Office of Shelby County, Alabama); thence $90^{\circ} 00' 00''$ left 16.22 feet; thence $82^{\circ} 42' 48''$ left and leaving said existing easement run a distance of 83.28 feet; thence $90^{\circ} 00' 00''$ left, 27.0 feet to the point of beginning.

Easement Area located within Parcel #2 (Parcel 2 is described in Exhibit A)

Commence at the Southeast corner of the Southwest quarter of Section 31; thence run North along the quarter-section line 506.79 feet, thence left $121^{\circ} 25' 36''$, 517.90 feet; thence $106^{\circ} 46' 08''$ right run in a Northwesternly direction along the Westerly property line of Parcel 2 (which is the Easterly property line of Parcel 1) for a distance of 188.10 feet to the point of beginning, thence continue on last stated course 86.03 feet to an existing joint driveway easement (as recorded in Instrument No. 1994-17716 Probate Office of Shelby County, Alabama) thence $90^{\circ} 00' 00''$ right, 11.0 feet; thence $97^{\circ} 17' 12''$ right and leaving said existing easement run a distance of 86.73 feet to the point of beginning.

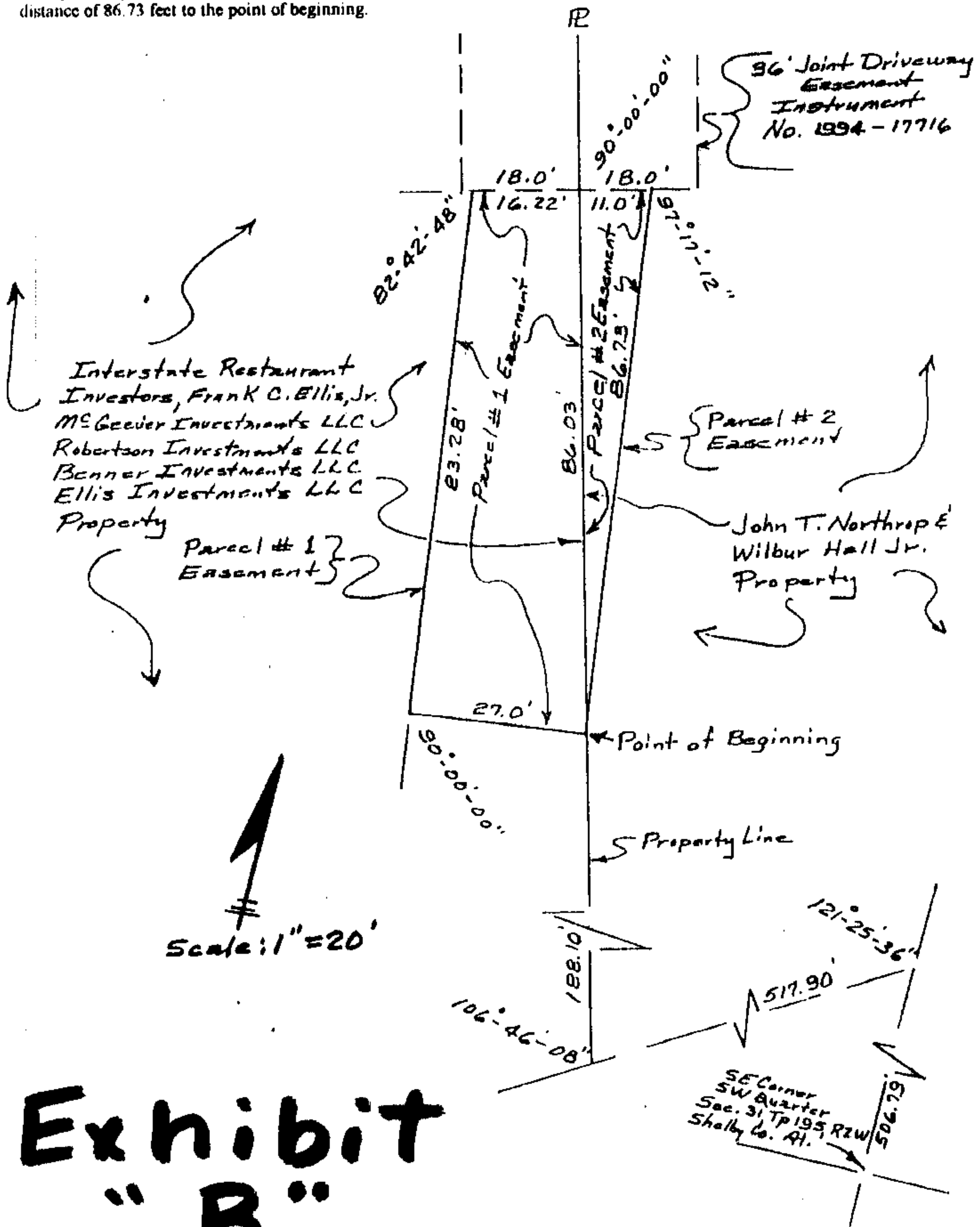
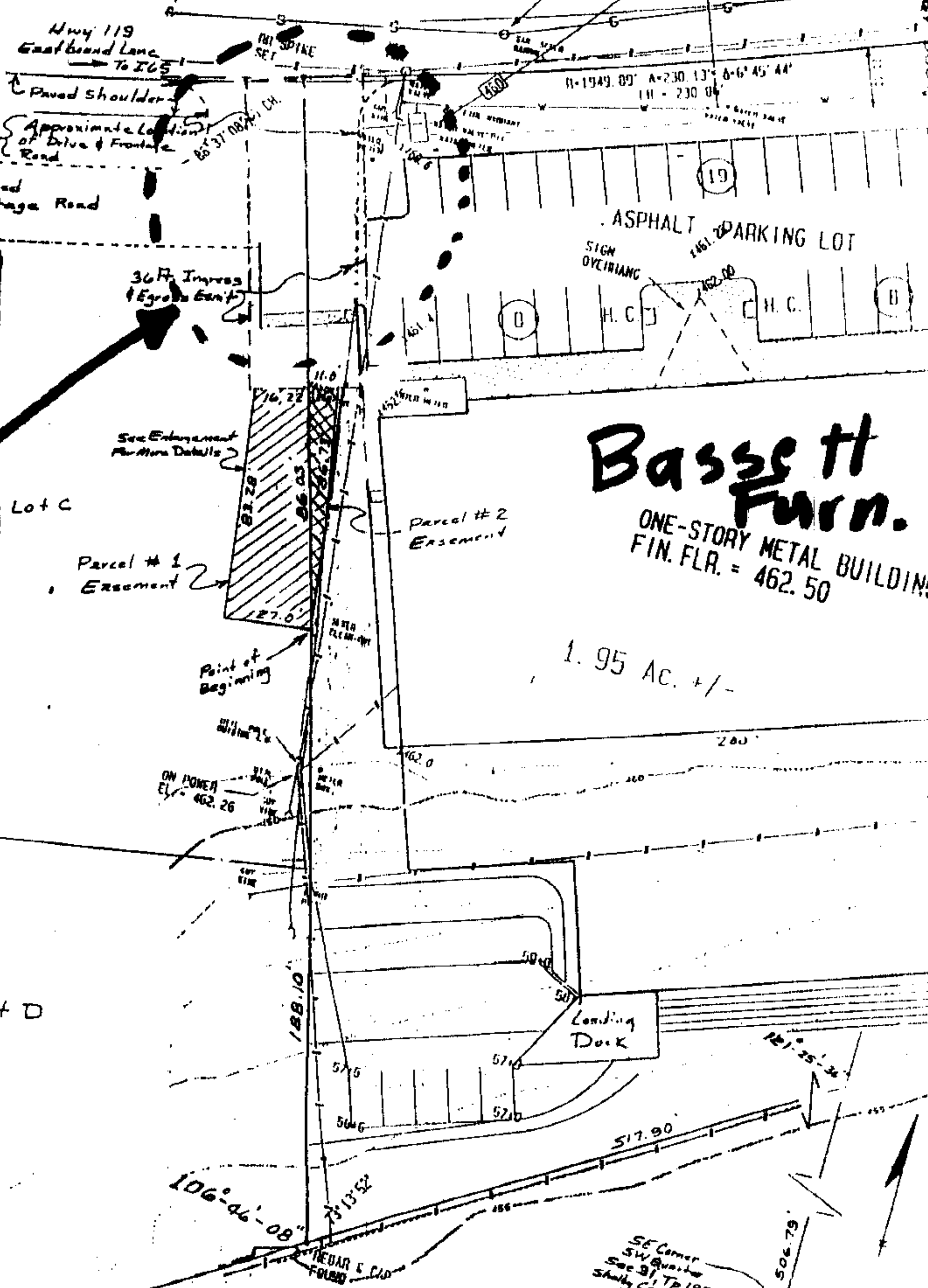


Exhibit "B"

Exhibit
"C"

Intersection



Bassett Farm.
ONE-STORY METAL BUILDING
FIN. FLR. = 462.50

1.95 AC. +/-

Exhibit "C"

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