

STATE OF ALABAMA)
SHELBY COUNTY)

Inst # 2001-51592

SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid by Interstate Restaurant Investors, LLP and Southmark Properties, LLC ("Grantees"), the receipt whereof is hereby acknowledged, the undersigned, Johnny A. Busby ("Grantor"), does hereby grant, bargain, sell and convey unto the Grantees, their successors and assigns, an easement for sanitary sewer purposes, including the installation and maintenance of sewer pipelines, underground and on the surface, and underground and surface support facilities, including stations, access points, stubouts and manholes, said easement being located in the City of Pelham, Shelby County, Alabama and described as follows:

10 foot Wide Easement for Sanitary Sewer

Commence at NW corner of Section 24, Township 20 South, Range 3 West; thence South 87 deg. 46 min. East along the north boundary line of said Section 24, a distance of 1,669.02 feet; thence South 18 deg. 40 min. West a distance of 190.46 feet; thence South 11 deg. 40 min. West a distance of 369.40 feet; thence North 81 deg. 15 min. East a distance of 37.50 feet; thence South 14 deg. 37 min. West a distance of 75.00 feet; thence South 81 deg. 15 min. West a distance of 37.50 feet; thence South 11. deg. 40 min. West a distance of 209.87 feet; thence South 80 deg. 31 min. 44 sec. East a distance of 407.51 feet (408.47 feet map) to a point lying on the easterly right of way line of Shelby County Highway #33 (80 foot R.O.W.); thence North 17 deg. 05 min. 00 sec. East along said R.O.W. line a distance of 13.45 feet (map); thence North 14 deg. 33 min. 59 sec. East and continuing along said R.O.W. line a distance of 126.39 to the POINT OF BEGINNING; thence continue along last described course and along said R.O.W. line a distance of 10.04 feet; thence South 69 deg. 55 min. 30 sec. East and leaving said R.O.W. line a distance of 369.19 feet; thence South 20 deg. 06 min. 24 sec. West a distance of 10.00 feet; thence North 69 deg. 55 min. 30 sec. West a distance of 368.25 feet to the POINT OF BEGINNING; being situated in Shelby County, Alabama, together with temporary easements for entry thereon and upon Grantor's adjacent property pursuant to such installation and maintenance.

NOTE: Said 10 foot easement adjoins an existing 5 foot sanitary sewer easement previously granted to the City of Pelham, which 5 foot easement is immediately north of the 10 foot easement hereby granted.

It is understood that Grantees intend to assign their easement rights hereunder to the City of Pelham upon completion of their construction of certain new sanitary sewer facilities thereunder (and/or thereon) according to plans and specifications approved by the City of Pelham, and Grantor agrees to join in the execution of such documentation as may be necessary to effectuate the dedication of this easement and the facilities therein to the City of Pelham by Grantees, their successors or assigns, or Grantees may assign this easement.

For the consideration aforesaid, the undersigned Grantor does grant, bargain, sell and convey unto the Grantees the right and privilege of a perpetual use of said lands for such purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment and maintenance thereof,

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including the right to cut and keep clear all trees, undergrowth and other obstructions thereon when deemed reasonably necessary for the avoidance of danger in and about said use of said strip and the right to prohibit the construction or maintenance of any improvement or obstruction or the placement of spoil or fill dirt or heavy equipment or heavy objects on, over, across or upon said area herein conveyed without permission from the Grantees and/or the City of Pelham. By accepting this Sanitary Sewer Easement, Grantees agree for themselves, their successors and assigns, that Grantees shall restore and maintain the surface to and in its original condition immediately following any disturbance of the easement area, and further that Grantees shall indemnify and hold Grantor harmless from all damage incurred by Grantor as the result of the exercise of rights granted Grantees hereunder, including, without limiting the foregoing, damage to fences and waterlines. Anything to the contrary notwithstanding, Grantor reserves the right to pave said easement area for automobile parking. Further, Grantor may landscape said area, provided the City of Pelham approves the plans therefor. In the event said easement ceases to be utilized for said sewer purposes or other utility purposes, then this easement shall be promptly vacated by the Grantees and/or the City of Pelham so as to revert to Grantor.

The undersigned Grantor covenants with Grantees, their successors and assigns, that he is seized in fee-simple of said premises and has a good right to sell and convey the same, and that the same are free from all encumbrances, and the undersigned Grantor will warrant and defend the title to the aforegranted strip of ground from and against the lawful claims of all persons whomsoever. The provisions hereof shall inure to the benefit of and be binding upon the Grantor's heirs, successors and assigns, and upon Grantees' successors and assigns.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 21st day of November, 2001.

A. Marshall
Witness

GRANTOR

Johnny A. Busby (SEAL)
Johnny A. Busby

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Johnny A. Busby, 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 seal this 21st day of November, 2001.

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Anne P. Marshall
Notary Public

My Commission Expires: 3/13/2003

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