

BK 0345 PG 0290
STATENS-DESOTO CO.
FILED

DEC 30 4 43 PM '98

**AGREEMENT FOR NON-EXCLUSIVE EASEMENT
FOR INGRESS AND EGRESS**

BK 345 PG 290
W.E. DAVIS CH. CLK.

THIS AGREEMENT is made and entered into as of this 28th day of December 1998, by and between CHAMBERLAIN AND McCREERY, INC., a Tennessee Corporation, ("Chamberlain"), FFCA ACQUISITION CORPORATION, a Delaware Corporation, ("FFCA"), and MRS. WINNER'S, L.P., a Georgia Limited Partnership, ("Mrs. Winner's").

WITNESSETH

WHEREAS, the Purchase Agreement For Unimproved Real Estate between Old Forest Properties, LLC ("Old Forest") and Mrs. Winner's for the sale and purchase of Lot 1 (Lot 1 is defined below) dated June 16, 1998 (the "Purchase Agreement") provided, in part, that Old Forest was to grant to Mrs. Winner's an easement of ingress/egress for pedestrian and vehicular traffic over and upon certain property; and

WHEREAS, pursuant to a certain Assignment Of Purchase Agreement For Unimproved Real Estate between Old Forest and Chamberlain dated November 10, 1998, Old Forest assigned its right to sell and convey Lot 1 to Chamberlain; and

WHEREAS, pursuant to a certain assignment agreement dated December __, 1998 between Mrs. Winner's and FFCA, Mrs. Winner's assigned its right to purchase Lot 1 to FFCA; and

WHEREAS, as of the date hereof, Chamberlain has conveyed fee simple title to the following described real property located in the County of Desoto, State of Mississippi to FFCA:

Lot 1, INTERSTATE COMMONS SUBDIVISION, located in Section 36, Township 1, Range 8 West in Desoto County, Mississippi, and as shown on plat of record in Plat Book 64, Page 48, in the Chancery Clerk's Office of Desoto County, Mississippi, reference to which plat is hereby made for a more particular description of said property, (hereinafter "Lot 1"); and

WHEREAS, as of the date hereof, FFCA has conveyed leasehold title to Lot 1 to Mrs. Winner's; and

WHEREAS, said plat of subdivision of INTERSTATE COMMONS SUBDIVISION, reflects a Private Drive (also identified as a 40' Non-Buildable Ingress/Egress & Public Utility Easement), (hereinafter the "Private Drive"), running immediately west of and contiguous to the west property line of Lot 1, reference to which plat is hereby made, and which Private Drive is more particularly described by metes and bounds on the attached Exhibit "A" which is incorporated herein by reference; and

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WHEREAS, Chamberlain covenants that it has good and lawful fee simple title to Lot 4 of said INTERSTATE COMMONS SUBDIVISION ("Lot 4") and the Private Drive and has good right to convey the easement described herein; and

WHEREAS, Chamberlain, FFCA and Mrs. Winner's desire to reduce to writing their understanding and agreement as to the rights and duties of said parties and their successors-in-title in and to said Private Drive, Lot 1 and Lot 4 all of which is set forth hereinafter in this Agreement;

NOW, THEREFORE, the parties hereby agree and declare that the Private Drive, Lot 1 and Lot 4 shall be held, transferred, sold, conveyed, hypothecated or encumbered, used and occupied subject to the covenants, easement and charges hereinafter set forth as follows:

1) Chamberlain hereby grants, bargains and conveys to FFCA and Mrs. Winner's, their respective employees, agents, contractors, customers, invitees, licensees and successors-in-title a non-exclusive perpetual right of access, ingress and egress for public pedestrian and vehicular traffic for the benefit of Lot 1 over, upon and across the Private Drive.

2) FFCA and Mrs. Winner's agree that it will not block or obstruct such Private Drive, or any part thereof, at any time, nor will it allow any of its employees, agents, contractors, customers, invitees and licensees to block or obstruct the Private drive, at any time, as such Private Drive will also provide access for ingress and egress to the other lots shown on said plat of subdivision. Parking of vehicles on the Private Drive shall be prohibited.

3) The cost of construction of the Private Drive shall be borne by Chamberlain or its successors-in-title. Subsequent to the initial construction and completion of said Private Drive, the fee simple owner of Lot 4 shall (i) at all times maintain the Private Drive in a paved, level and smooth condition without potholes, free of paper, debris, rubbish and other hazards and (ii) shall promptly take such action as may be necessary for the maintenance, upkeep, repair, resurfacing, restriping, replacement or reconstruction of such Private Drive. All costs incurred pursuant to this Paragraph 3 subsequent to the construction and completion of said Private Drive shall be borne by the fee simple owner of Lot 4.

4) In the event that the fee simple owner of Lot 4 should fail to maintain or repair the Private Drive in the manner as set forth in Paragraph 3, FFCA or Mrs. Winner's or their successors-in-title shall (i) be entitled to perform such obligations, after giving the fee simple owner of Lot 4 written notice and twenty (20) days opportunity to cure after receipt of such written notice, and (ii) upon presenting written evidence of the costs incurred, be entitled to prompt reimbursement by the fee simple owner of Lot 4 for such maintenance and repair costs.

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5) The fee simple owner of Lot 4 shall be responsible for and pay when due all taxes, assessments, governmental impositions and similar charges relating to or imposed against the Private Drive.

6) Nothing contained in this Agreement will be deemed to be a gift or dedication of any portion of said Private Drive to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement will be strictly limited to the purposes herein contained.

7) All rights, obligations, covenants and conditions set forth in this Agreement shall benefit or burden, as the case may be, the Private Drive, Lot 1 and Lot 4 and shall be binding upon and inure to the benefit of the parties hereto and their successors-in-title.

IN WITNESS WHEREOF, the parties have executed this Agreement, which may be executed in counterparts, all of which shall be taken together as one document, the day and year first written above.

CHAMBERLAIN AND McCREERY, INC., a Tennessee Corporation

By: [Signature]
Title: Vice President

MRS. WINNER'S, L.P., a Georgia Limited Partnership

By: Winner's Corporation, a Georgia Corporation its General Partner

By: _____
Title: _____

FFCA ACQUISITION CORPORATION, a Delaware Corporation

By: _____
Title: _____

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5) The fee simple owner of Lot 4 shall be responsible for and pay when due all taxes, assessments, governmental impositions and similar charges relating to or imposed against the Private Drive.

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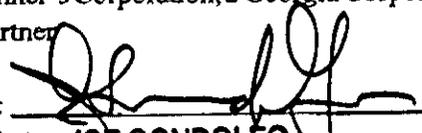
IN WITNESS WHEREOF, the parties have executed this Agreement, which may be executed in counterparts, all of which shall be taken together as one document, the day and year first written above.

CHAMBERLAIN AND McCREERY, INC., a Tennessee Corporation

By: _____
Title: _____

MRS. WINNER'S, L.P., a Georgia Limited Partnership

By: Winner's Corporation, a Georgia Corporation its General Partner

By: 
Title: JOE GONDOLFO
SENIOR VICE PRESIDENT

Attest: P. G. Skinner
Philip G. Skinner
Asst. Secretary

FFCA ACQUISITION CORPORATION, a Delaware Corporation

By: _____
Title: _____

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5) The fee simple owner of Lot 4 shall be responsible for and pay when due all taxes, assessments, governmental impositions and similar charges relating to or imposed against the Private Drive.

6) Nothing contained in this Agreement will be deemed to be a gift or dedication of any portion of said Private Drive to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement will be strictly limited to the purposes herein contained.

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IN WITNESS WHEREOF, the parties have executed this Agreement, which may be executed in counterparts, all of which shall be taken together as one document, the day and year first written above.

CHAMBERLAIN AND McCREERY, INC., a Tennessee Corporation

By: _____
Title: _____

MRS. WINNER'S, L.P., a Georgia Limited Partnership

By: Winner's Corporation, a Georgia Corporation its General Partner

By: _____
Title: _____

FFCA ACQUISITION CORPORATION, a Delaware Corporation

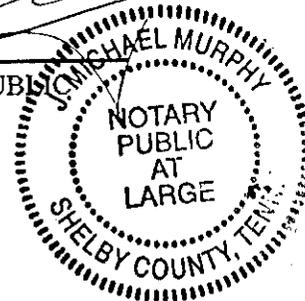
By: [Signature]
Title: [Signature]

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Philip C. Chamberlain, II with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Vice-President (or other officer authorized to execute the instrument) of CHAMBERLAIN AND McCREERY, INC., the within named bargainor, a corporation, and that he as such officer, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and Official Seal at office this 29th day of December, 1998.

NOTARY PUBLIC



My Commission Expires:

3/14/2000

STATE OF _____
COUNTY OF _____

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the _____ (or other officer authorized to execute the instrument) of WINNER'S CORPORATION, a Georgia Corporation; who acknowledged that said corporation is the General Partner of MRS. WINNER'S, L.P., a Georgia Limited Partnership, the within named bargainor, a corporation, and that he as such officer, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and Official Seal at office this ____ day of December, 1998.

NOTARY PUBLIC

My Commission Expires:

BK 0345 PG 0296

**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the _____ (or other officer authorized to execute the instrument) of CHAMBERLAIN AND McCREERY, INC., the within named bargainor, a corporation, and that he as such officer, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and Official Seal at office this ____ day of December, 1998.

NOTARY PUBLIC

My Commission Expires:

**STATE OF Georgia
COUNTY OF Fulton**

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Joe Gondolfo with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Sr. V.P. (or other officer authorized to execute the instrument) of WINNER'S CORPORATION, a Georgia Corporation; who acknowledged that said corporation is the General Partner of MRS. WINNER'S, L.P., a Georgia Limited Partnership, the within named bargainor, a corporation, and that he as such officer, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and Official Seal at office this 28th day of December, 1998.

Marie A. Rochell
NOTARY PUBLIC

My Commission Expires:

12-10-2000



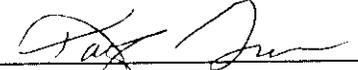
Notary Public, Gwinnett County, Georgia.
My Commission Expires December 10, 2000

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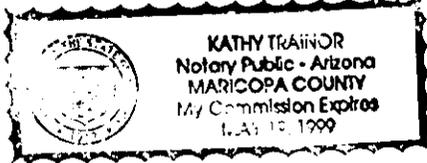
STATE OF ARIZONA
COUNTY OF MARICOPA

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Christopher D. Morley with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the V.P. (or other officer authorized to execute the instrument) of FFCA ACQUISITION CORPORATION, a Delaware Corporation, the within named bargainer, a corporation, and that he as such officer, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and Official Seal at office this 29th day of December, 1998.


NOTARY PUBLIC

My Commission Expires:



**THIS INSTRUMENT PREPARED BY
AND RETURN TO:**

J. Michael Murphy, Attorney
6389 Quail Hollow Road, Suite 102
Memphis, Tennessee 38120

JMM FILE NO. 982114

EXHIBIT "A"

A Non-Buildable Ingress/Egress Easement located in the Northwest ¼ of the Northwest ¼ of Section 36, Township 1 South, Range 8 West, in the City of Horn Lake, DeSoto County Mississippi, more particularly described as follows:

Commencing at a point being the Northwest corner of Section 36; thence South a distance of 63 feet more or less to the South R.O.W. of Goodman Road (Hwy. No. 302); thence East along said R.O.W. a distance of 52.7 feet more or less to a point being the Northwest corner of the proposed Interstate Commons Subdivision and also being the Northwest corner of the Dwight Scarborough property recorded in Book 297, Page 584; thence N. 89 degrees 48 minutes 00 seconds E along the South R.O.W. of Goodman Road (Hwy. No 302), a distance of 10.00 feet to the POINT OF BEGINNING; thence N 89 degrees 48 minutes 00 seconds E along the South R.O.W. of Goodman Road (Hwy. No. 302), a distance of 40.00 feet; thence S 00 degrees 04 minutes 03 seconds W along the West lines of Lots 1, 2 and 3 of the Interstate Commons Subdivision, a distance of 504.13 feet; thence S 89 degrees 48 minutes 00 seconds W, a distance of 40.00 feet; thence N 00 degrees 04 minutes 03 seconds E, a distance of 504.13 feet to the POINT OF BEGINNING containing 20,165 square feet.