

\$ 500.00

EASEMENT AGREEMENT

This Easement Agreement is made this 11th day of October, 2005, by and among the Owners of Lots 1, 2, 4, 5, and 6 (the "Owners") of the Environ's Park Subdivision described herein.

WITNESSETH:

WHEREAS:

- (a) A Grant and Declaration of Easement for Ingress and Egress and Utilities was executed on February 16, 1990 and recorded in Book 279 Page 295 in the Probate Office of Shelby County, Alabama ("Agreement"), which Agreement involves Lots 1 through 8 of the Environ's Park Subdivision, as recorded in Map Book 14, Page 6, in the Probate Office of Shelby County, Alabama (the "Lots").
- (b) The Agreement granted, among other things, a non-exclusive cross-easement for ingress and egress for vehicular and pedestrian traffic, and an easement for the construction and placement of utilities, in favor of each lot owner, which easement burdens and benefits all of the Lots. The Agreement also granted an easement for use of the 60 foot roadway connecting the Lots with County Road 13, as which road is more particular described as set forth in Book 58, Page 326 of the Probate Office of Shelby County, Alabama.
- (c) The easements granted were general, blanket easements and were granted prior to the development of any of the Lots. The Agreement states that, once initial improvements are built on any particular lot and roadways through the subdivision are established and utility easements are run to each lot, the parties agree to execute such further documentation as may be reasonable and appropriate to specifically locate each easement by a metes and bounds description.
- (d) Improvements have been made on most or all of the Lots, and a roadway for ingress and egress for Lots 1, 2, 4, 5 and 6 has been established.
- (e) Owners desire to designate this roadway as the specific and permanent easement for ingress and egress for Lots 1, 2, 4, 5, and 6, in accordance with the Agreement.

NOW, THEREFORE, good and valuable consideration having been paid, the Owners agree as follows:

1. The location of the easement for ingress and egress for vehicular and pedestrian traffic, as described in the Agreement, is hereby designated and established as described and set forth on Exhibit A attached hereto, and the parties hereby grant to each other mutual rights and benefits in said easement as so designated, in accordance with the terms of the Agreement.


2. All other provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed the foregoing Easement Agreement on the date hereinabove written.

Lot 1

International Expeditions, Inc.

By: [Signature]
Its: CFO


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Shelby Cnty Judge of Probate, AL
10/13/2005 01:06:39PM FILED/CERT

Lot 2

[Signature]

Charles W. McKenna

[Signature]
Wendy L. McKenna

Lots 4 & 5

[Signature]

Richard B. Ryel

[Signature]

Patricia A. Ryel

Lot 6

[Signature]

Allen J. Uffinger

[Signature]

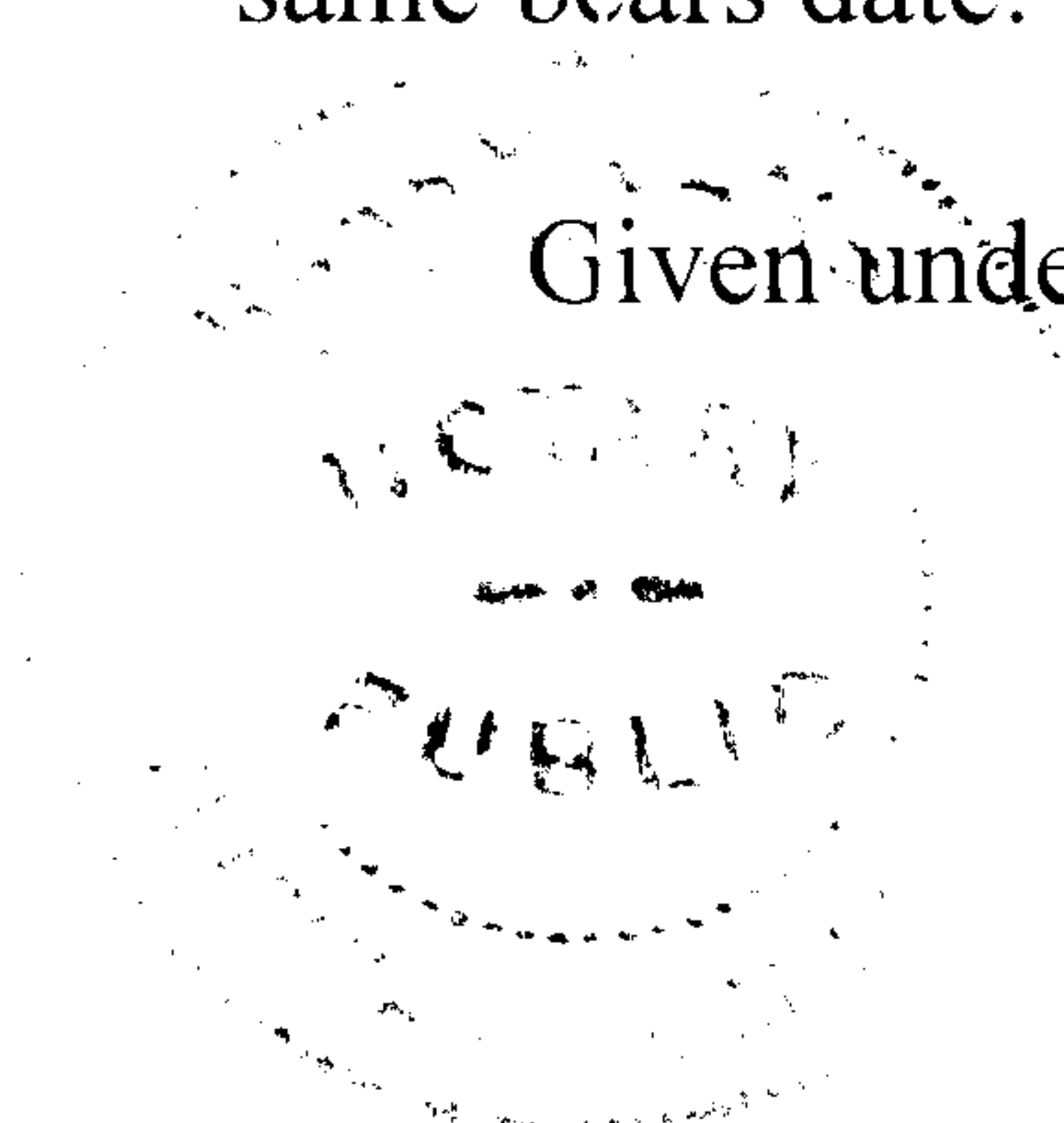
Antoinette S. Uffinger

STATE OF ALABAMA
COUNTY OF SHELBY

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Shelby Cnty Judge of Probate, AL
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I, the undersigned, a Notary Public in and for said State and County, hereby certify that **Elaine Woosley**, whose name as **Chief Financial Officer of International Expeditions, Inc.** is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, as such officer and with full authority, he or she executed the same voluntarily and as the act of said entity, on the day the same bears date.

Given under my hand and official seal this 11th day of October, 2005.



HJWG

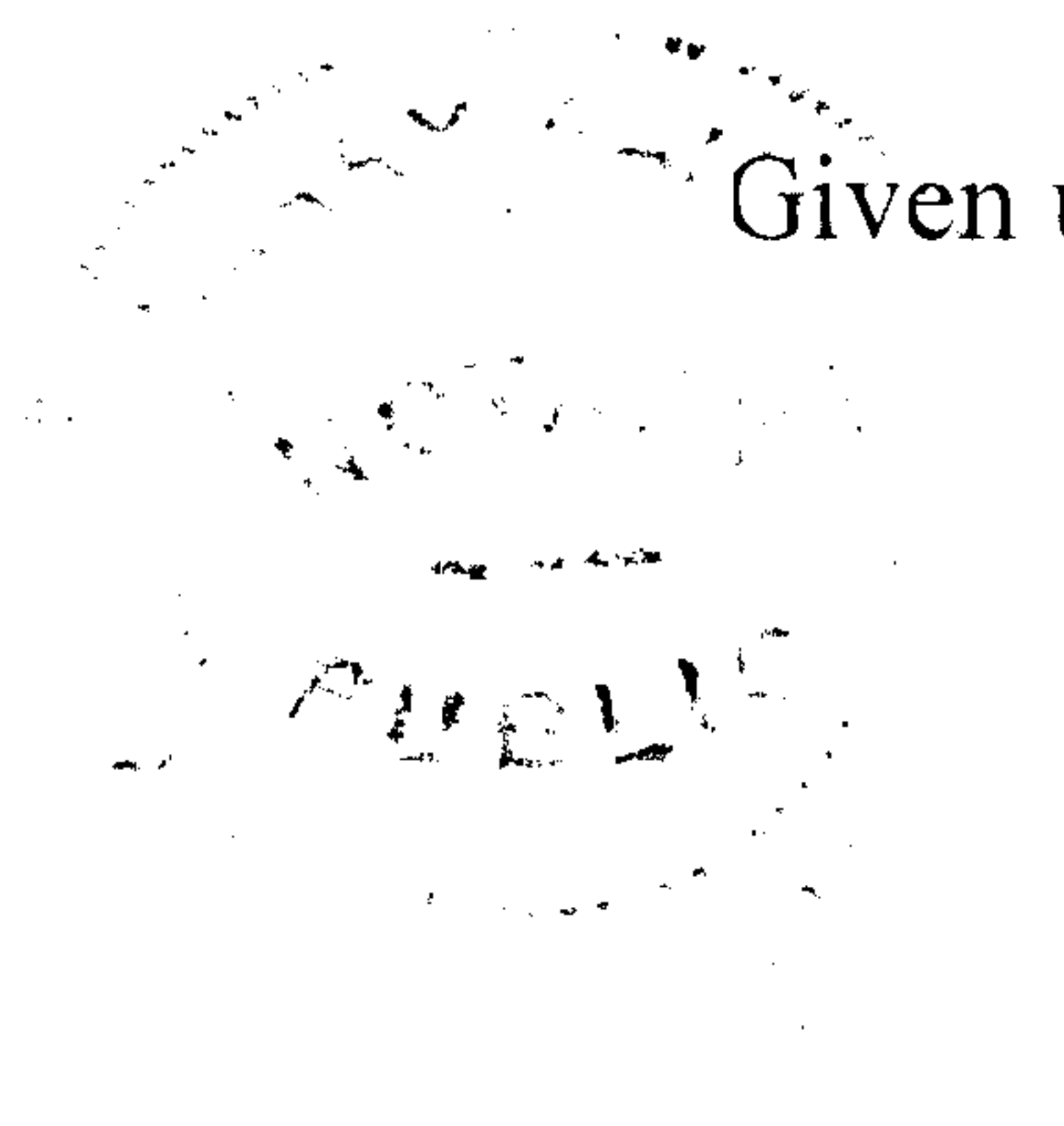
Notary Public

My Commission Expires: 3/1/08

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that **Richard B. Ryel** and **Patricia A. Ryel**, whose names are signed to the foregoing agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of October, 2005.



HJWG

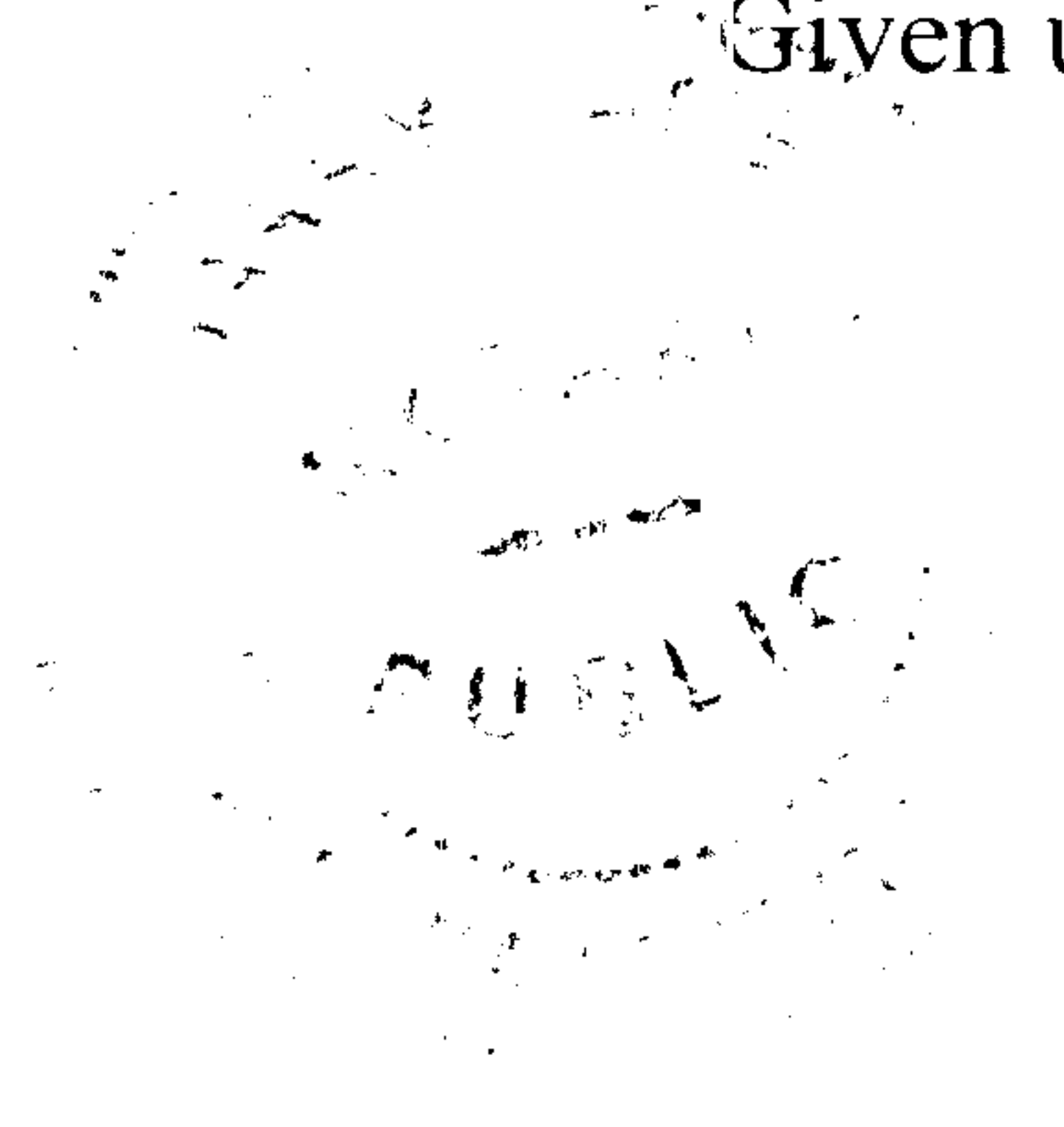
Notary Public

My Commission Expires: 3/1/08

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that **Charles W. McKenna** and **Wendy L. McKenna**, whose names are signed to the foregoing agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of October, 2005.



HJWG

Notary Public

My Commission Expires: 3/1/08

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Shelby Cnty Judge of Probate, AL
10/13/2005 01:06:39PM FILED/CERT

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that **Allen J. Uffinger** and **Antoinette S. Uffinger**, whose names are signed to the foregoing agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

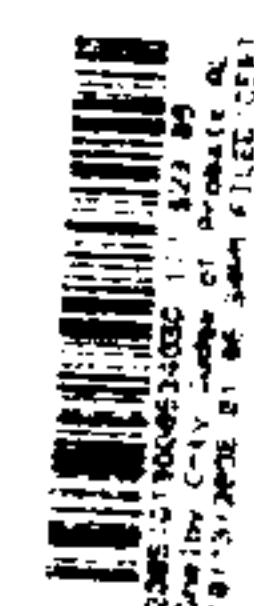
Given under my hand and official seal this 11th day of October, 2005.

HJWC

Notary Public

My Commission Expires: 3/1/08





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