

EASEMENT AGREEMENT

\$ 500 00

This Easement Agreement is made this $\int \int day$ 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 Agree

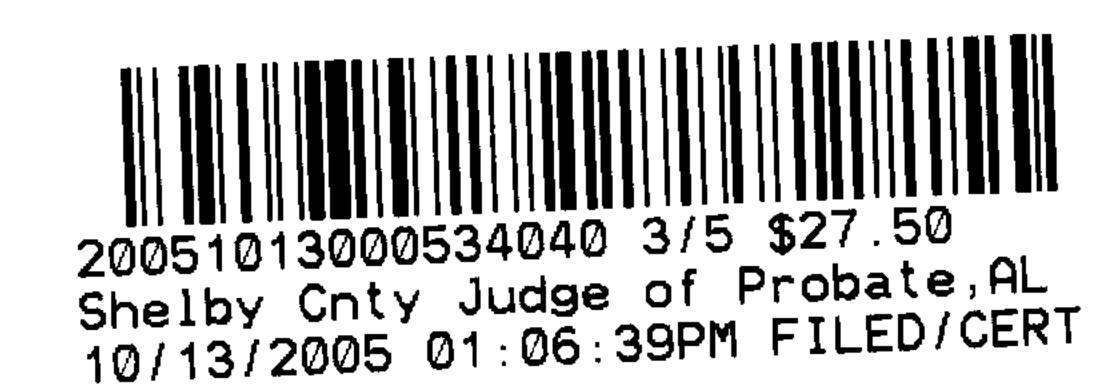
<u>Lot 1</u>	20051013000534040 2/5 \$27.50
International Expeditions, Inc.	Shelby Cnty Judge of Probate, AL 10/13/2005 01:06:39PM FILED/CEF
By: Jane Jaolsey Its: CFO	
<u>Lot 2</u>	
Charles W. McKenna	
Wendy L. McKenna	

Patricia A. Ryel

Lot 6

Allen J. Uffinger/

Antoinette S. Uffinger



STATE OF ALABAMA COUNTY OF SHELBY

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.

Notary/Public

My Commission Expires: 3/

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.

Notary Public

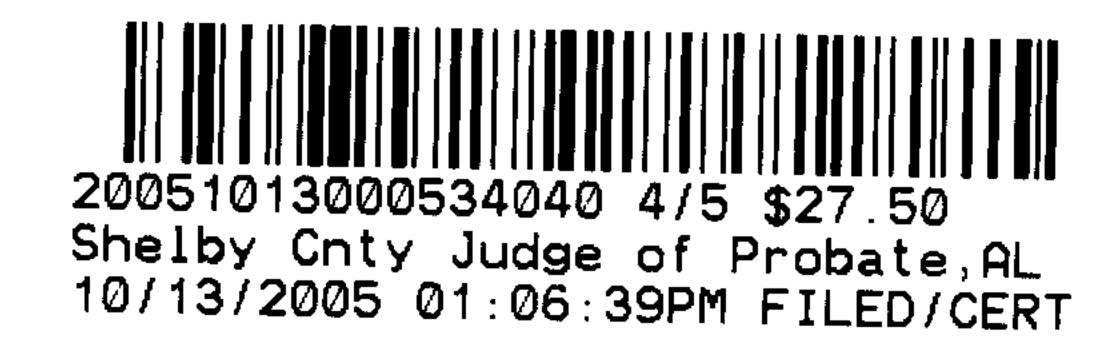
My Commission Expires: 3/1/08

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.

My Commission Expires: 3



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.

Notary Public
My Commission Expires: 3//08

Map Book 35 Page 138 EXHIBIT "A S 89'58'12", E 217.55' ----L=92 80 R=75.00 FOUND 3"
CAP PIPE
(LOCALLY ACCEPTED) Δ=70'53'50" C LEN-87.00 BRG-N 54"34"48" E R=75.00 ∆=36'52'10" C LEN-47.43 STATE OF ALABAMA BRG=S 71'35'38" W SHELBY COUNTY 10T 8 We the undersigned, Deniel Robinson, a Professional Surveyor in the State of Alabama, Charles and Wendy McKenne as owners of Lot 2, Alien and Antionatte Uffinger as owners of Lot 6, and Elaine Wooley as accountant of International Expeditions, owner of Lot 1, do here by state that the foregoing is a true and correct map of a survey of an essement, 30 feet in width, for ingress, agrees, drainage, and utilities. S 89'55 22" E 277.24" Deniel Robinson, P.L.S. Dete Oct. 11. 2005 Al Reg No 14979 I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Daniel Robinson, whose name is signed to the foregoing certificate as surveyor, and who is known to me, acknowledged before me, on this date, that after being duly informed of the contents of said certificate, does execuje same voluntarily as such individuals with full authority thereof. Notary Public | Ny Commission Expires 6-28-09 L=12.00 R=50.00 $\Delta = 13'45'15''$ C LEN-11 97 BRG=5 26'00'30" W An essement, 30 feet in width, for ingress, agress, drainage, and utilities, lying 15 feet each side of the following described line: Commence at the SW Corner of the Northeast quarter of the Northeast quarter of Section 25 Township 20 South Range 4 West; thence N.89*59'57"E., a distance of 669.83 feet to the point of beginning of said essement; thence N.08*12'17"W., a distance of 127,12 feet to a point of curve to the right having a redius of 25.00 feet and a central angle of 53°44'41"; thence northerly along the arc a distance of 23.45 feet, thence N.45°27'02"E., a distance of 188.72 feet to the end of said easement. L=47.25 PARCEL B R = 50.00" An assement for ingress, egress, drainage, and utilities, 30 feet in width, lying 15 feet each side of the following described line: Δ=54°07'01" C LEN=45.49 BRC+N 05'49'37" E Commence at the Southwest corner of the Northeast quarter of the Northeast quarter of Section 25 Township 20 South Range 4 West; thence N.89"59'57"E., a distance of 569.53 feet; thence N.05"12'17"W., a distance of 127.12 feet to a point of curve to the right having a radius of 25.00 feet and a central angle of 53°44'41"; thence northerly along the arc a distance of 23.45 feet; thence LOT 1 N.46"27"02"E., a distance of 188.72 feet to the point of beginning of said essement; thence continue northeasterly along lest described course, a distance of 4.62 feet to the point of curve of a non tangent curve to the left, of which the radius point lies N.44*43'39"W., a radial distance of 100.00 feet; thence northeasterly along the arc, through a central angle of 19*29'58", a distance of 34.03 feet; thence N.25*46*23*E., a distance of 69.60 feet to a point of curve to the left having a radius of 50.00 feet and a central angle of 75°19'42"; thence northerly elong the erc a distance of 65.74 feet; thence N.49°33'16"W., a distance of 41.76 feet to the end of said easement. PARCEL C An essement, 30 feet in width, for ingress, egress, drainage, and utilities, lying 15 feet each side of the following described line: EASEMENT D Commence at the Southwest corner of the Northeast quarter of the Northeast quarter of Section 25 Township 20 South Range 4 West; thence N,89*59'57"E., a distance of 869.83 feet; thence N.08*12'17"W., a distance of 127.12 feet to a point of curve to the L=124.79' R=100.00' right having a radius of 25.00 feet and a central angle of 53"44'41"; thence northerly along the arc a distance of 23.45 feet; thence Δ=71'29'57" N.45*27*02*E., a distance of 188.72 feet; thence continue northeesterly along said line, a distance of 4.62 feet to the point of C LEN=116.85 curve of a non tangent curve to the left, of which the radius point lies N.44*43'39"W., a radial distance of 100.00 feet; thence BRG=S 14'31'05" W northeasterly elong the arc, through a central angle of 19"29"58", a distance of 34.03 feet; thence N.25"46"23"E., a distance of 69.60 feet to a point of curve to the left having a radius of 50.00 feet and a central angle of 75"19'42"; thence northerly along the arc a distance of 65.74 feet; thence N.49°33'18"W., a distance of 41.76 feet to the point of beginning of said essement; thence continue northwesterty along said line, a distance of 67.33 feet to a point of curve to the right having a radius of 75.00 feet and a central angle of 99°49'22"; thence northerly along the arc a distance of 130.67 feet; thence N.50°16'03"E., a distance of 79.08 feet to the end of said easement. POB EASEMENT D ---. PARCEL D An essement, 30 feet in width, for ingress, egress, drainage, and utilities, lying 15 feet each side of the following described line: **ENVIRONS PARK** Commence at the Southwest corner of the Northeast quarter of the Northeast quarter of Section 25 Township 20 South Range 4 SUBDIVISION West; thence N.89*59*57*E., a distance of 669.83 feet; thence N.08*12'17*W., a distance of 127.12 feet to a point of curve to the right having a radius of 25.00 feet and a central angle of 53°44'41"; thence northerly along the arc a distance of 23.45 feet; thence AS RECORDED IN N.45"27"02"E., a distance of 188.72 feet; thence continue northeasterly along said line, a distance of 4.62 feet to the point of curve of a non-tangent curve to the left, of which the radius point lies N.44*43'39"W., a radial distance of 100.00 feet; thence MAP BOOK 14, northeasterly along the arc, through a central angle of 19*29*58*, a distance of 34.03 feet; thence N.26*46*23*E., a distance of 59.60 feet to a point of curve to the left having a radius of 50.00 feet and a central angle of 75°19'42"; thence northerly along the PAGE 6, arc a distance of 55.74 feet; thence N.48*33'18*W., a distance of 41.76 feet; thence continue northwesterly along said line, a (=130 67' R=75 (C' Δ=99'49'72' distance of 67.33 feet to a point of curve to the right having a radius of 75.00 feet and a central angle of 99°49'22"; thence SHELBY COUNTY, ALABAMA northerly along the arc a distance of 130.67 feet; thence N.50*16'03"E., a distance of 79.06 feet to the point of beginning of said C LEN-114 6 essement; thence continue northeasterly along eald line, a distance of 49.42 feet to a point of curve to the left having a redius of 986 - N 0012 123" € 100,00 feet and a central angle of 71°29'57"; thence northerly along the arc a distance of 124.79 feet; thence N.21°13'53"W., a distance of 87.54 feet to a point of curve to the right having a radius of 50.00 feet and a central angle of 54*07'01"; thence northerly along the arc a distance of 47.23 feet; thence N.32*53'08"E., a distance of 135.11 feet to a point of curve to the left. having a radius of 50.00 feet and a central angle of 13°45'15"; thence northeasterly along the arc a distance of 12.00 feet; thence EASEMENT C N.19*07*53*E., a distance of 219.82 feet to a point of curve to the right having a radius of 75.00 feet and a central angle of 70°53'60°; thence northeasterly along the arc a distance of 92.80 feet; thence \$.89°55'17"E., a distance of 217.55 feet to a point of curve to the left having a radius of 75.00 feet and a central angle of 36°52'10°; thence easterly along the arc a distance of 48.26 feet to the end of said executent POB EASEMENT C Shelby County, AL 10/13/2005 EASEMENT B State of Alabama Deed Tax:\$.50 L=65 74' R=50.00' Δ=75'19'42" C LEN=61 10' BRG=S 11'53'27" E I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Charles McKenna, whose name is signed to the foregoing certificate as owner of Lot 2, and who is known to me, acknowledged before me, on this date, that after being duly informed of the contents of said certificate, does execute same voluntarily as such individuals with full authority R=100 00 Δ= '9'29'58 C LEN . 33 87 BRG#5 15131 [22] # EASEMENT R EXISTING AS THAL DRIVE I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Wendy McKenna, whose name is signed to the foregoing certificate as owner of Lot 2, and who is known to me, acknowledged before me, on this date, that after being duly informed of the contents of said certificate, does execute same voluntarily as such individuals with full authority **EASEMENT A** Ç 30' EASEMENT FOR INGRESS EGRESS ----/ ORAINAGE AND COUNTIES / 4-25 CO 6, -53'44'41" GRAPHIC SCALE LEN#22.60 3RC=N 18'+0'03' E By: Antiquette (| Strages DATE 10-11-05 SCALE 1"=50" I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Antionette Uffinger, whose name is signed to the foregoing partificate as owner of Lot 6, and who is known to me, acknowledged before me, on this date, that after being duly informed of the contents of said cartificate, does execute same voluntarily as such individuals with full authority SW COMMER NE 1/4- NE 1/4 25-1205-R4N >\$ 89'57'5" E 11 37 FOUND 1/2" HE BAR 569.83 № 8915915711 € POE EASEMENT A FOUND 3 CAP PIFE DATE 10-11-05 (LOCALLY ATGEPTED) 10T 5 I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Allen Liffinger, whose name is signed to the foregoing certificate as owner of Lot 6, and who is known to me, ecknowledged before me, on this date, that after being duly Elaine Woolsey, accountant for Internation Expeditions. I, the undersigned, a Notary Public in and for said county and state, do hereby cartify that Elaine Woolsey, whose name is signed to the foregoing certificate as accountant for internationial Expeditions, and who is known to me, acknowledged before me, on this date, that after being duly informed of the contents of said certificats, does execute same voluntarily as such individuals with IS ISS OF BEARING USED WAGNETIC full authority thereof. IN THESE OR BRODUSTIKEN CHIED IN MARKING MAY STRIKEN ST. MON MIN FOUND. 1,77 TOUTSOL SHAME REP PRIPARIT PT (penng. \$ \DAM\, '\$227\'9320 SHE VELOCE PARKING POLHAM, HLABOUR A NO ORA NO 10 /10 /125 A SHERAN MET ME CAP STAUPED TAX-205-664-2616 20051013000534040 5/5 \$27.50 ALCRIS DA ACL 0.4 OF BUILD BAYES ing say the main between the party. NO VALL WAT WAT BOX'S Mark CHANGE BY UNICSS. ELO BOOK # 435 PAGE THE WASH PORT SEALED WITH EMBOSSED SEA:

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