

EASEMENT AGREEMENT

This Easement Agreement is made this 27th day of December, 2005, by and among the Owners of Lots 1 and 7 (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, 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. A roadway for ingress and egress for Lots 1, 2, 4, 5 and 6 was established, and the owners of such lots designated this roadway as their specific and permanent easement for ingress and egress, in accordance with the Agreement, in Instrument # 20051013000534040 and in Map Book 35, Page 138, both recorded in the Probate Office of Shelby County, Alabama.
- (e) The roadway for ingress and egress for Lot 7 has now also been established. The owners of Lot 7 desire to designate this roadway as the specific and permanent easement for ingress and egress for Lot 7 in accordance with the Agreement. This roadway and easement crosses a part of Lot 1, and the owner of Lot 1 also desires to designate this roadway as the specific and permanent easement for ingress and egress for Lot 7, in accordance with the Agreement.

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

1. The undersigned owners of Lot 7 understand and agree that the specific and permanent easement for ingress and egress, in accordance with the Agreement, for Lots 1, 2, 4, 5 and 6, was designated in Instrument # 20051013000534040 and in Map Book 35, Page 138, both recorded in the Probate Office of Shelby County, Alabama. The owners of Lot 7 hereby consent to and agree to this designation.

2. The location of the easement for ingress and egress for vehicular and pedestrian traffic for Lot 7, as described in the Agreement, is hereby designated and established as described and set forth in Map Book _____, Page _____, as recorded in the Probate Office of Shelby County, Alabama, a copy of which is 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.

3. 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: 

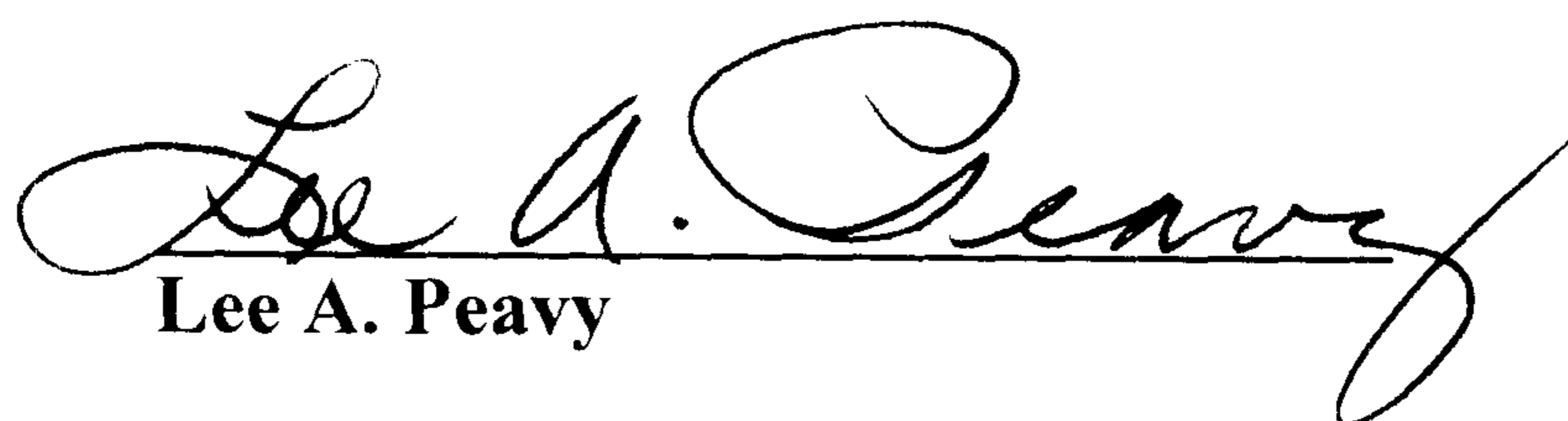
Elaine Woosley

Its: 

Lot 7



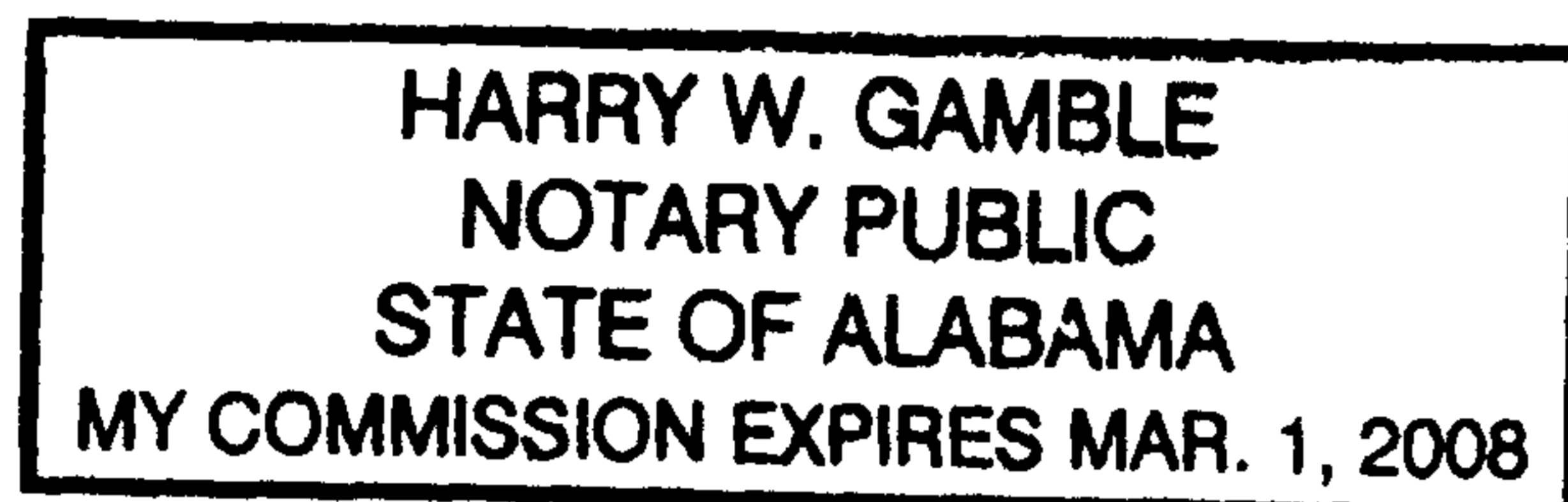
James V. Peavy, Jr.


Lee A. Peavy

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 CFO / Secretary 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 27th day of December, 2005.

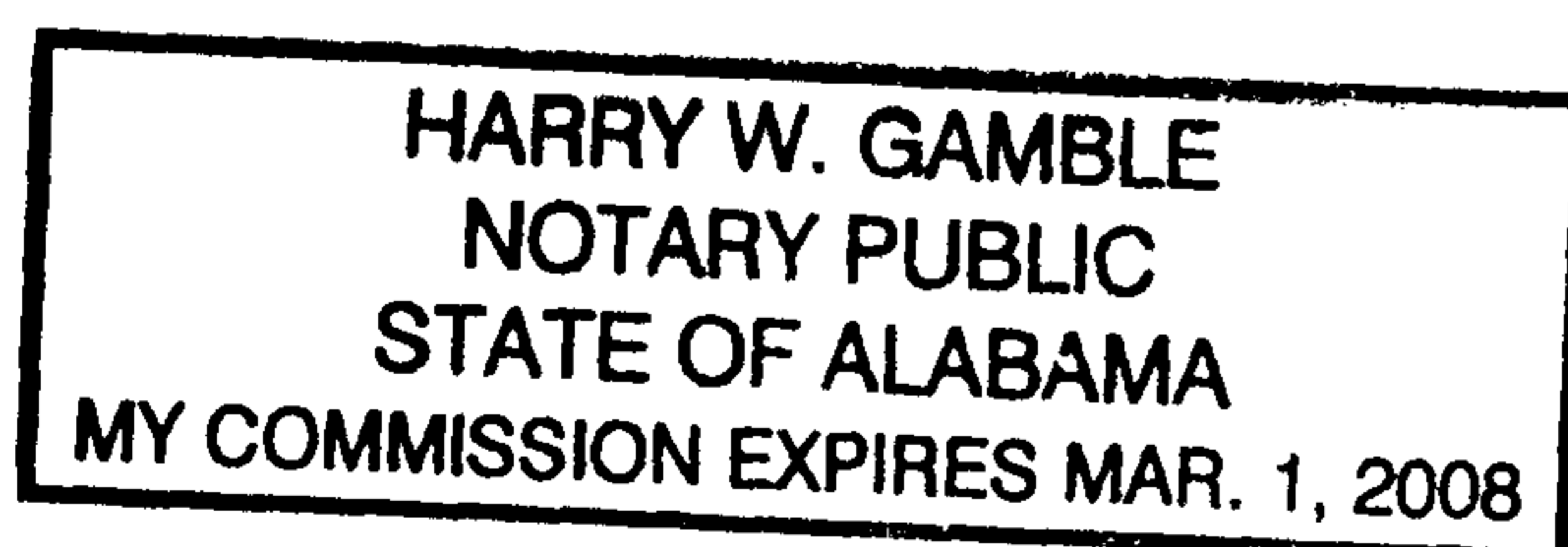


H. W. G.
Notary Public
My Commission Expires: 3/1/08

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that **James V. Peavy, Jr.** and **Lee A. Peavy**, 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 27th day of December, 2005.



H. W. G.
Notary Public
My Commission Expires: 3/1/08



20060110000016530 4/4 \$20.00
Shelby Cnty Judge of Probate, AL
01/10/2006 12:43:39PM FILED/CERT

STATE OF ALABAMA
SHELBY COUNTY

We the undersigned, ROBERT C. FARMER, a Professional Surveyor in the State of Alabama, as
OFFICER OF INTERNATIONAL EXPEDITIONS, JAMES PEAVY AS OWNER OF LOT 7, do here by state that the foregoing is a
true and correct map of a survey of an easement, 30 feet in width, for ingress, egress, drainage, and utilities.

By Robert C. Farmer DATE 12-22-05
ROBERT C. FARMER, P.L.L.C.
AL Reg No 14220



I, the undersigned, a Notary Public in and for said county and state, do hereby certify that ROBERT C. FARMER, 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 execute same voluntarily as such individual with full authority thereof.

Given under my hand and seal this the 22 day of December, 2005.

Notary Public My Commission Expires 6-28-09

PROPOSED EASEMENT E
An easement, 30 feet in width, for ingress, egress, drainage, and utilities, lying 15 feet each
side of the following described line:

Commence at the Southwest corner of the Northeast quarter of the Northeast quarter of
Section 26 Township 26 South Range 4 West, thence N 89°57'5" E, a distance of 659.83
feet, thence N 89°57'5" E, a distance of 109.83 feet, thence N 89°57'5" E, a distance of 983.50
feet, thence S 87°11'5" E, a distance of 68.07 feet to the point of beginning, being on point of
existing 30' easement for ingress, egress, drainage and utilities, as recorded in map book 35
page 138 exhibit "A" thence N 43°06'28" W, a distance of 53.25 feet, thence N 34°08'18" W, a
distance of 51.10 feet to the end of said easement.

ALSO

PROPOSED EASEMENT F
An easement, 30 feet in width, for ingress, egress, drainage, and utilities, lying 15 feet each
side of the following described line:

Commence at the Southwest corner of the Northeast quarter of the Northeast quarter of
Section 26 Township 26 South Range 4 West, thence N 89°57'5" E, a distance of 659.83 feet,
thence N 89°57'5" E, a distance of 109.83 feet, thence N 89°57'5" E, a distance of 983.50 feet,
thence S 87°11'5" E, a distance of 68.07 feet, being on point of existing 30' easement for ingress,
egress, drainage and utilities, as recorded in map book 35 page 138 exhibit "A", thence
N 43°06'28" W, a distance of 53.25 feet, thence N 34°08'18" W, a distance of 51.10 feet to the point
of beginning of said easement, thence continue along said bearing a distance of 30.30 feet,
thence S 33°22'13" W, a distance of 65.18 feet, thence S 14°49'37" E, a distance of 17.01 feet
to the end of said easement.

By James Peavy DATE 12-22-05
OFFICER FOR INTERNATIONAL EXPEDITIONS

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that
whose name is signed to the foregoing certificate as OFFICER OF INTERNATIONAL EXPEDITIONS, 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 individual with full authority thereof.

Given under my hand and seal this the 22 day of December, 2005.

Notary Public Hy W. Co. My Commission Expires 6/28/09

By James Peavy DATE 27 Dec. 05
JAMES PEAVY, AS OWNER OF LOT 7

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that JAMES PEAVY,
whose name is signed to the foregoing certificate as owner, 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 individual with full authority thereof.

Given under my hand and seal this the 27 day of December, 2005.

Notary Public Hy W. Co. My Commission Expires 6/28/09

LOT 7

LOT 1

LOT 6

LOT 2

LOT 5

