

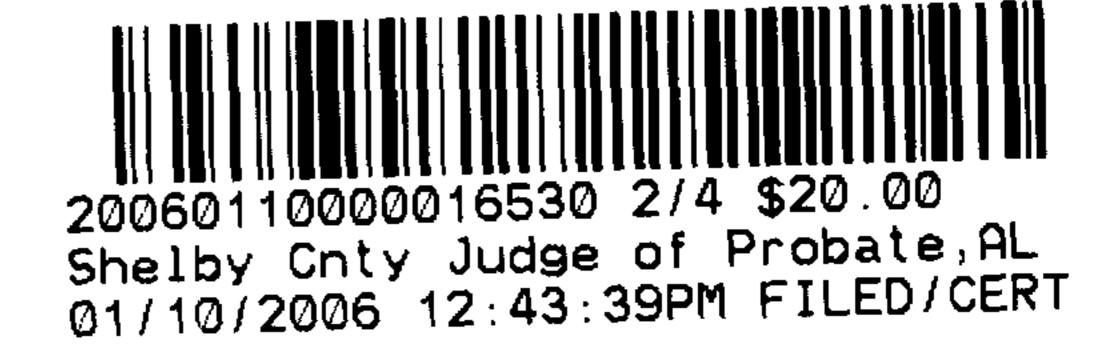
EASEMENT AGREEMENT

This Easement Agreement is made this $\frac{27}{100}$ 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.

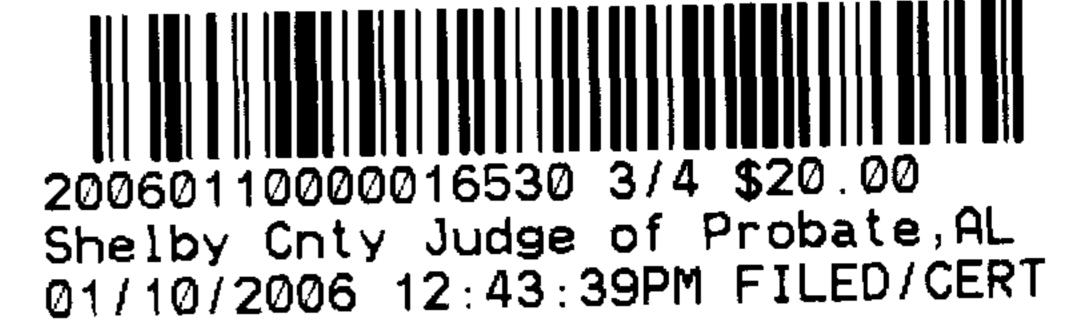
Efaine Woosley

T4~~ // --- /

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 <u>CFO Seccetary</u> 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 27 day of December, 2005.

HARRY W. GAMBLE
NOTARY PUBLIC
STATE OF ALABAMA
MY COMMISSION EXPIRES MAR. 1, 2008

Notary Public

My Commission Expires: 3/1/2

STATE OF ALABAMA COUNTY OF SHELBY

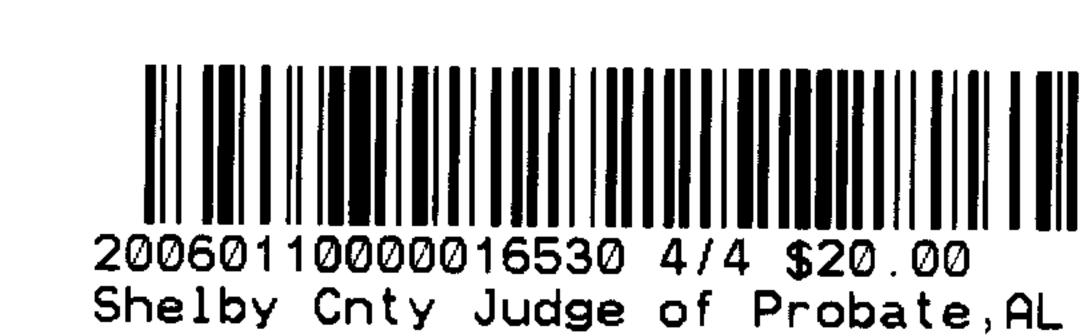
I, the undersigned, a Notary Public in and for said State and County, hereby certify that **James V. Peavy, Jr.** and **Lee A. Peavy**, whose names are signed to the foregoing agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance,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

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

HARRY W. GAMBLE
NOTARY PUBLIC
STATE OF ALABAMA
MY COMMISSION EXPIRES MAR. 1, 2008

Notary Public

My Commission Expires:



GRAPHIC SCALE

SCALE 1"=50"

01/10/2006 12:43:39PM FILED/CERT STATE OF ALABAMA MAP 277.24 SHIBLEY COUNTY MEAS. 277.43 We the undersigned, ROSSERT C. PARMER, a Professional Surveyor in the State of Alabama. OFFICER OF INITIALIATIONAL EXPEDITIONS, JAMES FEAVY AS DWINEL OF LOTT, ISO like by white that the foregoing is a tree and correct map of a survey of an endement, 30 test in width, for ingrees, agrees, during a will utilities. PROPOSED EASEMENT F 30' INCRESS, EGRESS, DRAINAGE & UTILITIES. PROPOSED EASEMENT E **~** P.O.θ. 30' INCRESS, EGRESS, EASEMENT F DRAMAGE & UTILITIES. Al Reg No 14720 I, the understanded, a Mutary Public in and for self-county and state, do hereby county that ROBERT C. FARMER, whose name is eligned to the frequency conflictate as surveyor, and who is known to me, substantiated before me, on this siste, that offer hairs duty informed of the contents of said contlicate, does execute same voluntarily as stich trickly basis with full cultivity thereof. My Commission Expires 5 8771'8" 64.97 P.Q.B. EASEMENT E LOT 7 L=47.23 R-50.00 A-540701 C LESS-45.49' C EXISTING 30' EASEMENT D PROPOSED PAGEMENT E POR INGRESS, EGRESS, DRAINAGE, AND An easiguingint, 30 feet in width, for ingroos, agrices, drainings, and utilities, lying 15 flict auch UTILITIES. NG 33, PG 138 side of the following deportund line: Commence at the Sauthwest corner of the Horthosei quarter of the Murlingest quarter of Section 25 Township 26 South Range 4 West, thence N.69*9F57*E. a distance of 659.83 Seat: Marco N88'57'5"E., a distante of 108,88 lost; thence N2"46'52"E., a distance of 983.50 that, thereon SAT 11915 .. a distance of 68.07 feet to the point of hagiraring, being an point of existing 30' absoment for lagrest, egrocs, climbrage and citilities, as reconstict in map I wok 35 page 138 extrait "A" thorace N43"D626"W., a dievence of 53.25 feet. trance N34"00"18"W., a distance of 51.10 feet to the end of said comment. L=124.79 R=100.00' A=71'29.57" C LEN-116.85' ALSO. PROPOSED **FASEMENT F** An exposmina, 39 feet in width, for hyross, oprove, drainings, and utilities, lying 15 feet each side of the following described from: Commence at the Southwart conner of the Morthagel quarter of the Morthagel quarter of Section 25 Township 20 South Range 4 West, transe N.E0159571E., a distract of 656.83 foot Q EXISTING 30' therma NUG-UNGTE, a Justance of 108.83 feet thance N2*4852*E., a distance of 985.50 feet EASEMENT C thence 367°1176°E., a chatence of CB 97; being on point of cristing 30' encorment for ingress, FOR INGRESS, EGRESS, ENVIRONS PARK DRAINAGE, AND agrupe, drainage and utilities, as recorded in mass book 30 (1904 130 exhibit A., thence SUBDIVISION AS RECORDED IN MAP BOOK 14. LITILITIES. N43"00'28"W., a distance of 58.25 feet thence N34"06"18"W., a distance of \$1.10 to the point MB 35, PG 138 of beginning of sold stepenaget, there's continue dong said issering a distance of 30.30 feet thonor-1-33"22"13"W., a studence of 65:18 feet thence 1444"22"05"W., a dictance of 17:01 feet PAGE 6, to the and of asid ensurement. SHELBY COUNTY, ALABAMA L = 1.30.67R=75.Q0" $\Delta = 29'49'22''$ C LEN=114.76 DATE /27/22 BERG = N 00'21'23" E 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 some voluntarily as such individual with full authority thereof. EXISTING 30 EASEMENT B FOR INGRESS, EGRESS. DRAINAGE, AND UTILITIES MB 35, PG 138 L#65.74 R=50.00 △-75'19'42" C LEN-61.10' BRG-S 11'53'27" E JAMES PEAVY, AS OWNER OF LOT 7 LOT 2 L=34.03' R=100.00' I, the undersigned, a Notary Public in and for said county and state, do hereby certify that JAMES PEAVY, A-19'29'58" whose name is signed to the foregoing certificate as owner, and who is known to me, C LEN=33.87' acknowledged before me, on this date that ofter 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 seel this the day of October 2005. EXISTING ASPHAL DRIVE C EXISTING 30' EASEMENT A FOR INGRESS, EGRESS, DRAINAGE, AND UTILITIES. MB 35, PG 138 L=23.45' R=25.00' A-53'44'41" C LEN = 22.60 BRG=N 18'49'03" E SW CORNER NE 1/4-NE 1/4 25-T205.-R4W S 89'57'5" E 11.37 109,83 N 89'57'5" E 669.83° N 89'59'57" E FOUND 3" (LOCALLY ACCEPTED)