

## DECLARATION OF INGRESS AND EGRESS EASEMENT

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

THIS DECLARATION OF INGRESS AND EGRESS EASEMENT is made this 21  
day of November, 2008, by Melford O. Cleveland, a single man, individually, and as  
Executor and Representative of the Estate of Sarah Head in favor of Seaman Timber Company,  
Inc., an Alabama Corporation.

WHEREAS, Paragraph numbered seven in the Settlement Agreement entered into  
between Seaman Timber Company, Inc., and its successors, (hereafter Seaman) and Shane  
Boatright (hereafter Boatright) on the one hand, and Melford O. Cleveland and Melford O.  
Cleveland as Executor and Representative of the Estate of Sarah Head on the other, (hereafter  
Cleveland) dated September 19, 2008, which was recorded in the Office of the Probate Judge of  
Shelby County, Alabama, on September 22, 2008, as document number 20080922000374480,  
provides that Cleveland will provide Seaman with an Ingress and Egress Easement across the  
Cleveland Strip by executing and delivering to Seaman such an easement;

NOW, THEREFORE, in consideration of the foregoing recitals, and the sum of Ten  
Dollars (\$10.00) in hand paid to Cleveland and other good and valuable consideration, the  
receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as  
follows:

1. Cleveland grants to Seaman an Ingress and Egress Easement across the Cleveland  
Strip for vehicular and pedestrian traffic to travel to and from the Seaman Plant to the Seaman  
Farm. (A drawing of this Ingress and Egress Easement and a description of it by metes and  
bounds is attached hereto as Exhibit A2, and incorporated herein as if fully set out.) The  
description of the Easement appears on Exhibit A2 under the heading Legal Description Access  
Easement 1.
2. This Easement may be transferred or assigned to any successor or successors of  
the Seaman Plant, and is controlled by it and not by any owner of the Seaman Farm. This  
Easement will continue unless or until it is terminated by Seaman or its successors, unless it is  
terminated under the provisions of Paragraph 5 herein. Seaman will not interfere with any  
Cleveland Farm traffic or any other legitimate traffic traveling to and from what is now the  
Cleveland Farm, nor any Emergency Evacuation or Drill for such by the Town of Wilton.
3. Seaman will repair any damages at its own expense to the Easement which is  
caused by or in connection with its use by Seaman traffic, provided that Cleveland will repair  
any damage at his expense which is caused by or in connection with its use by Cleveland, his  
agents, servants, or employees.
4. Seaman will hold Cleveland and his successors harmless from any demand, claim,  
or action at law which arises out of or in connection with the use of the Easement by Seaman,  
and by anyone else using it for the benefit or possible benefit to Seaman.

5. Should any drainage or run off from the Seaman Plant site come on to the Cleveland Farm from any direction, Cleveland will give Seaman notice in writing to stop such drainage or run off coming on to the Cleveland Farm. If after receiving such notice, Seaman has not begun action within thirty (30) days to stop such drainage or run off from coming on to the Cleveland Farm, this Easement is void.

6. This Easement is a burden on the Cleveland Farm for the benefit of the Seaman Plant.

7. If any term, covenant or condition of this Declaration or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, such provision, or the application of such term, covenant or condition to persons or circumstances other than those as to which is held invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby and each term, covenant, or condition of this Declaration shall be valid and enforced to the full extent permitted by law.

8. Shane Boatright joins in the execution of this Easement to evidence his consent as the sole and only shareholder of Seaman Timber Company, Inc.

IN WITNESS WHEREOF, the parties hereto have caused this Declaration to be executed as of the day and year first written above.

  
Melford O. Cleveland, Individually

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Melford O. Cleveland, Individually, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 21 day of Nov, 2008.

Shelby County, AL 11/26/2008  
State of Alabama


Deed Tax: \$.50

  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: June 13, 2012  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

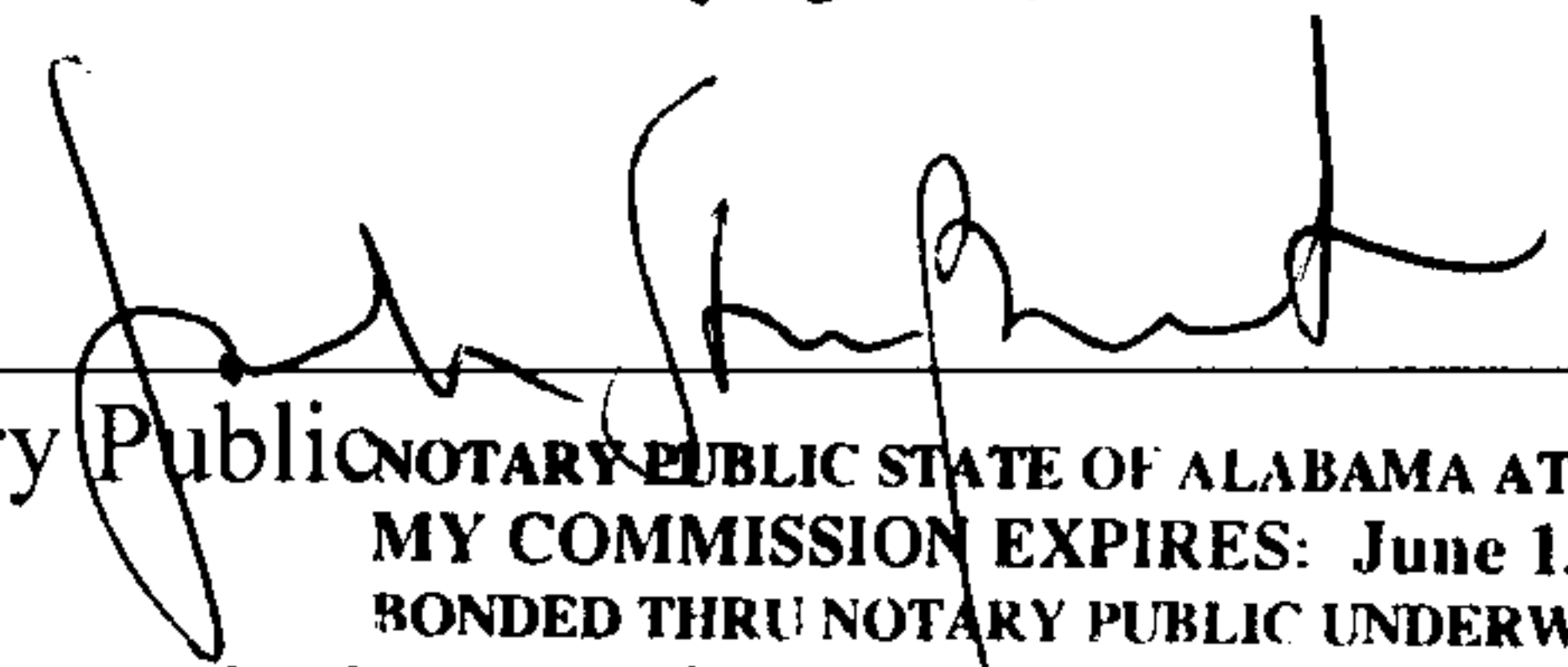



  
Melford O. Cleveland, Executor and  
Representative of the Estate of Sarah Head

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

I, the undersigned Notary Public in and for said County in said State, do hereby certify that Melford O. Cleveland, whose name as Executor and Representative of the Estate of Sarah Head is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said conveyance, he, in his capacity as such Executor and Representative of the Estate of Sarah Head, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal, this the 21 day of Nov, 2008.

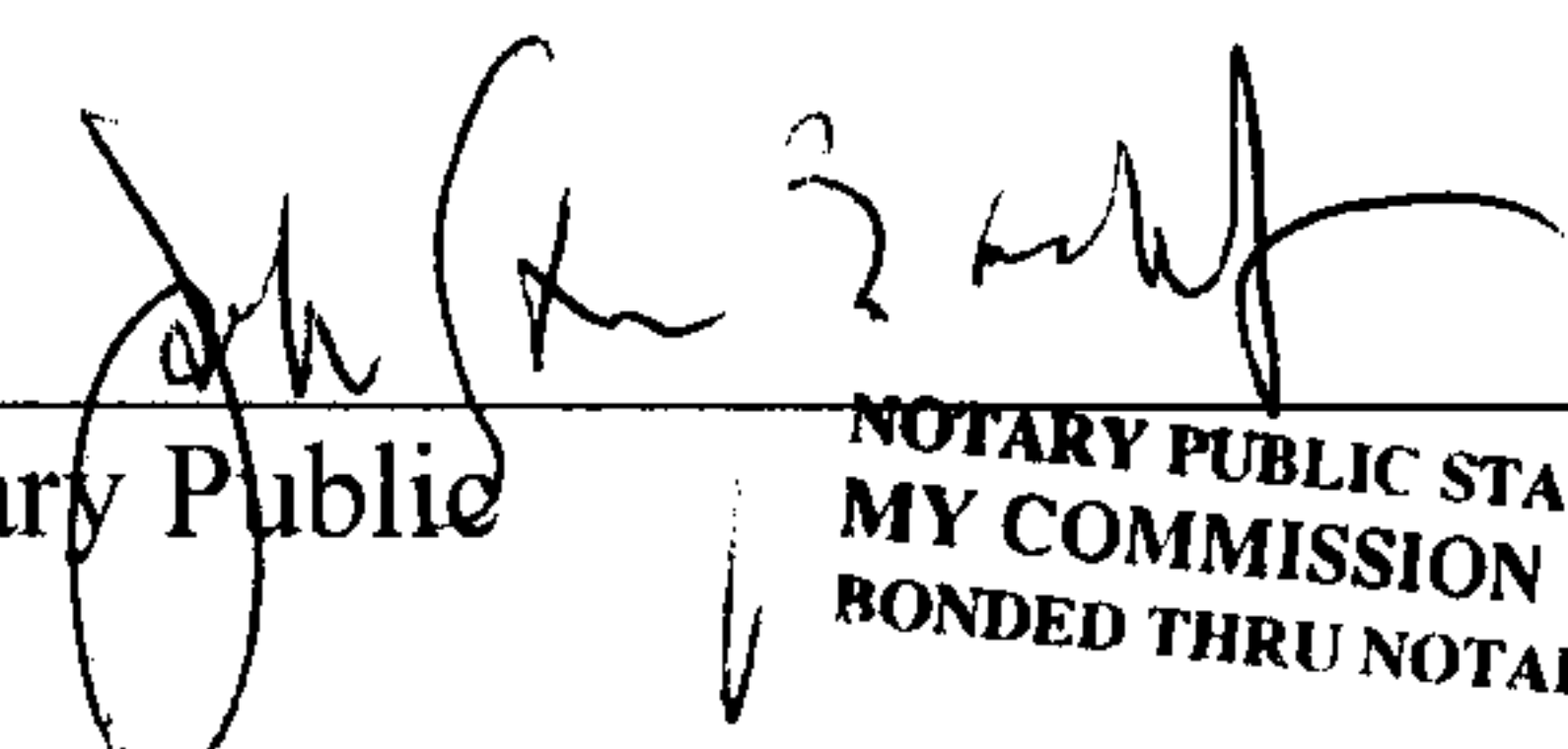
  
Notary Public  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: June 13, 2012  
BONDED THRU NOTARY PUBLIC UNDERWRITERS  
My commission expires: \_\_\_\_\_

  
Shane Boatright

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Shane Boatright, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 21 day of Nov, 2008.

  
Notary Public  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: June 13, 2012  
BONDED THRU NOTARY PUBLIC UNDERWRITERS  
My commission expires: \_\_\_\_\_

SEAMAN TIMBER COMPANY, INC.

By: \_\_\_\_\_  
Its: President

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Shane Boatright, whose name as President of Seaman Timber Company, Inc., a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, Shane Boatright, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

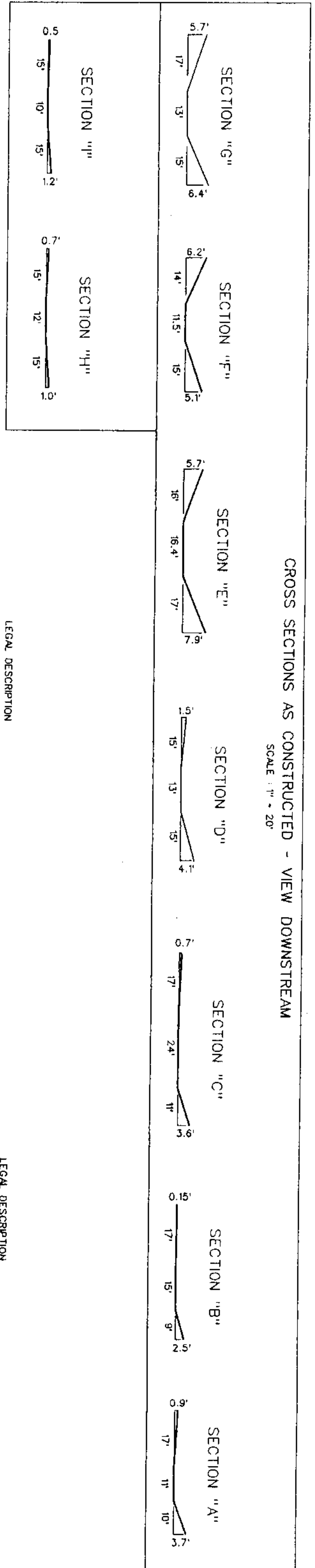
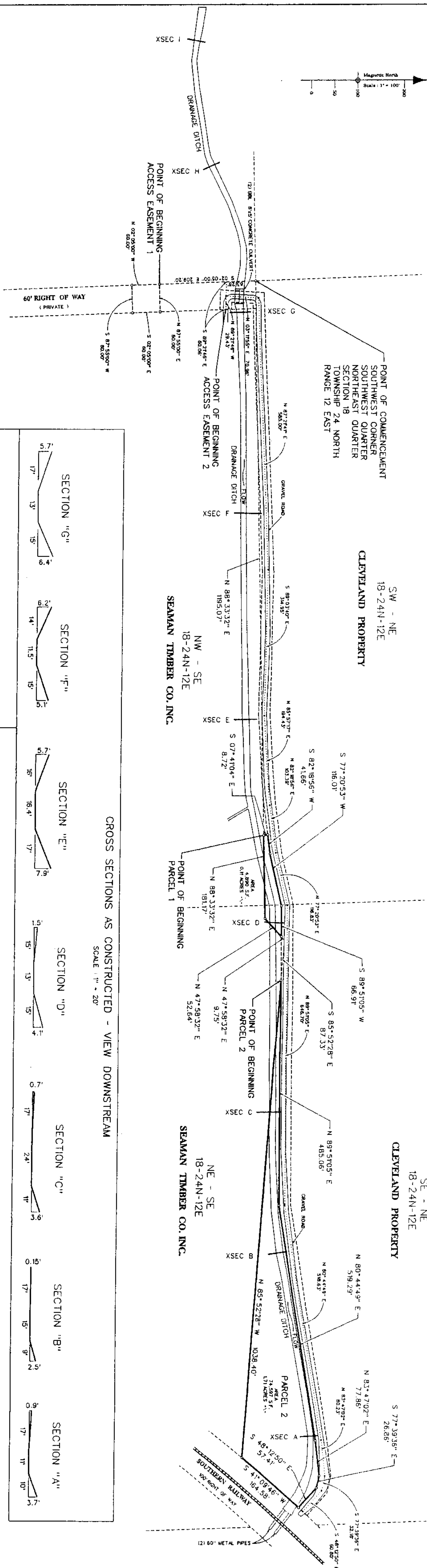
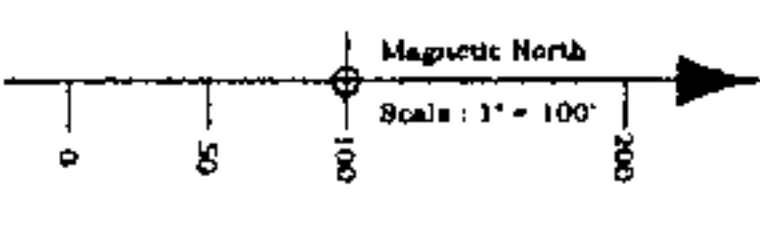
GIVEN under my hand and seal, this 21 day of November, 2008.

\_\_\_\_\_  
Notary Public

My commission

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: ~~June 13, 2012~~  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

20081126000451930 4/5 \$24.50  
Shelby Cnty Judge of Probate, AL  
11/26/2008 01:45:53PM FILED/CERT



LEGAL DESCRIPTION  
PARCEL 1  
A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 12 EAST AND SECTION 18, TOWNSHIP 24 NORTH, RANGE 12 EAST SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 12 EAST AND RUN NORTH 88°33'32" EAST FOR A DISTANCE OF 185.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'32" EAST FOR A DISTANCE OF 181.77 FEET;  
THENCE RUN NORTH 47°58'32" EAST FOR A DISTANCE OF 52.84 FEET;  
THENCE RUN SOUTH 89°51'05" WEST FOR A DISTANCE OF 66.91 FEET;  
THENCE RUN SOUTH 77°20'53" WEST FOR A DISTANCE OF 116.01 FEET;  
THENCE RUN SOUTH 82°18'56" WEST FOR A DISTANCE OF 41.66 FEET;  
THENCE RUN SOUTH 07°41'04" EAST FOR A DISTANCE OF 8.72 FEET TO THE POINT OF BEGINNING.  
CONTAINS 4,890 SQUARE FEET (0.11 ACRES ±)

LEGAL DESCRIPTION  
PARCEL 2  
A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 12 EAST SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 12 EAST AND RUN NORTH 88°33'32" EAST FOR A DISTANCE OF 1376.24 FEET; THENCE RUN NORTH 47°58'32" EAST FOR A DISTANCE OF 62.39 FEET; THENCE RUN SOUTH 85°52'28" EAST FOR A DISTANCE OF 87.33 FEET TO THE POINT OF BEGINNING;  
THENCE RUN NORTH 89°51'05" EAST FOR A DISTANCE OF 485.06 FEET;  
THENCE RUN NORTH 80°44'49" EAST FOR A DISTANCE OF 519.29 FEET;  
THENCE RUN NORTH 83°47'02" EAST FOR A DISTANCE OF 77.86 FEET;  
THENCE RUN SOUTH 77°39'36" EAST FOR A DISTANCE OF 26.86 FEET;  
THENCE RUN SOUTH 48°12'50" EAST FOR A DISTANCE OF 57.41 FEET ± TO THE NORTHWESTERLY RIGHT OF WAY LINE OF SOUTHERN RAILWAY;  
THENCE RUN SOUTH 41°09'46" WEST ALONG SOUTHERN RAILWAY RIGHT OF WAY LINE FOR A DISTANCE OF 164.58 FEET;  
THENCE RUN NORTH 85°52'28" WEST FOR A DISTANCE OF 1038.40 FEET TO THE POINT OF BEGINNING.  
CONTAINS 74,597 SQUARE FEET (1.71 ACRES ±)

LEGAL DESCRIPTION  
ACCESS EASEMENT 1  
A 60' ACCESS EASEMENT LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 12 EAST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 12 EAST AND RUN SOUTH 02°05'00" EAST FOR A DISTANCE OF 209.20 FEET TO THE POINT OF BEGINNING;  
THENCE RUN NORTH 87°55'00" EAST FOR A DISTANCE OF 80.00 FEET;  
THENCE RUN SOUTH 02°05'00" EAST FOR A DISTANCE OF 80.00 FEET;  
THENCE RUN SOUTH 87°55'00" WEST FOR A DISTANCE OF 80.00 FEET;  
THENCE RUN NORTH 02°05'00" WEST FOR A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.  
NOTES  
1 Field work for this drawing was completed on October 31, 2008.  
2 Bearings shown herein are based on a deed recorded April 21, 2004 in Deed Book 238, Page 347 in the Probate Office of Shelby County, Alabama.  
SURVEYOR'S STATEMENT  
This survey has been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama, to the best of my knowledge, information and belief.

LEGAL DESCRIPTION  
ACCESS EASEMENT 2  
A 25' ACCESS EASEMENT LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 12 EAST, SHELBY COUNTY, ALABAMA, THIS EASEMENT LINES 12.5 FEET TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:  
COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 12 EAST AND RUN SOUTH 02°05'00" EAST FOR A DISTANCE OF 83.28 FEET;  
THENCE RUN SOUTH 89°21'46" EAST FOR A DISTANCE OF 60.06 FEET TO THE POINT OF BEGINNING;  
THENCE RUN SOUTH 89°21'46" WEST FOR A DISTANCE OF 29.43 FEET;  
THENCE RUN NORTH 03°11'55" EAST FOR A DISTANCE OF 70.86 FEET;  
THENCE RUN NORTH 87°21'46" EAST FOR A DISTANCE OF 314.95 FEET;  
THENCE RUN SOUTH 89°03'40" EAST FOR A DISTANCE OF 103.39 FEET;  
THENCE RUN NORTH 89°51'05" EAST FOR A DISTANCE OF 194.43 FEET;  
THENCE RUN NORTH 82°18'56" EAST FOR A DISTANCE OF 103.39 FEET;  
THENCE RUN NORTH 80°44'49" EAST FOR A DISTANCE OF 16.83 FEET;  
THENCE RUN NORTH 83°47'02" EAST FOR A DISTANCE OF 64.67 FEET;  
THENCE RUN SOUTH 83°47'02" EAST FOR A DISTANCE OF 80.23 FEET;  
THENCE RUN SOUTH 77°39'36" EAST FOR A DISTANCE OF 32.78 FEET;  
THENCE RUN SOUTH 48°12'50" EAST FOR A DISTANCE OF 60.80 FEET TO THE ENDING POINT OF THIS CENTERLINE.



Scaled for Recording  
EXHIBIT DRAWING  
TWO PARCELS OF LAND &  
TWO ACCESS EASEMENTS  
Located in  
Section 18, Township 24 North, Range 12 East,  
Shelby County, Alabama

Keith Vining Professional Land Surveyor 125 First Street North Centerville, Alabama 36042 205-910-9167			
DATE	11-02-2008	SCALE	1" = 100'
BY	KV	CHECKED	CM

20081126000451930 5/5 \$24.50  
Shelby Cnty Judge of Probate, AL  
11/26/2008 01:45:53PM FILED/CERT