

STATE OF ALABAMA
SHELBY COUNTY

GRANT OF ON-SITE SEWER EASEMENT

H MONROE PROPERTIES LLC, hereinafter referred to as Grantor, for the sum of One (\$1.00) Dollar and other good and valuable consideration paid by Paul Bradley*Joe King hereinafter referred to as Grantee, does hereby grant, bargain, sell, and convey unto Grantee an easement in perpetuity upon and across the land of Grantor, said lands of the Grantor across which this easement is given is described on Exhibit "A" hereto, incorporated herein as though fully set out herein.

The easement rights and privileges herein granted shall be used for the installation and maintenance of an on-site sewage disposal system. Such system shall only be allowed to remain until such time as public sanitary sewer becomes available for the connection and use of the Grantee. Upon the availability of permanent public sanitary sewer to Lots 4A & 4B and other land as set forth in Exhibit A, this easement shall cease to exist and become null and void and of no force or effect, which shall be evidenced by the filing of a notice of termination of the easement.

The easement, rights, and privileges granted herein are non-exclusive, and Grantor reserves the right to convey similar non-conflicting rights, privileges, and easements to such other persons or entities as it deems proper.

The Grantee shall bear all costs of installation and maintenance of said on-site sewage disposal system and all costs of connection relative to the use of the permanent public sanitary sewer upon its availability.

Grantee herein agrees to repair and maintain the on-site sewage disposal system.

In witness whereof, this instrument is executed this the 4 day of MARCH, 2002

GRANTOR
H MONROE PROPERTIES LLC

By: [Signature]

Its: [Signature]

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Larry Monroe is signed to the foregoing, and who is known to me, acknowledged before me on this date that, being informed of the contents of said Temporary Grant of an Easement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 5 day of March
My Commission Expires: [Signature]

PATRICIA NIX
Notary Public, State of Alabama
My Commission Expires April 7, 2003

Notary Public

Ins# 2002-10513
03/05/2002-10513
10:31 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CH 14.00

EXHIBIT "A"

STATE OF ALABAMA
SHELBY COUNTY
FEBRUARY 27, 2002

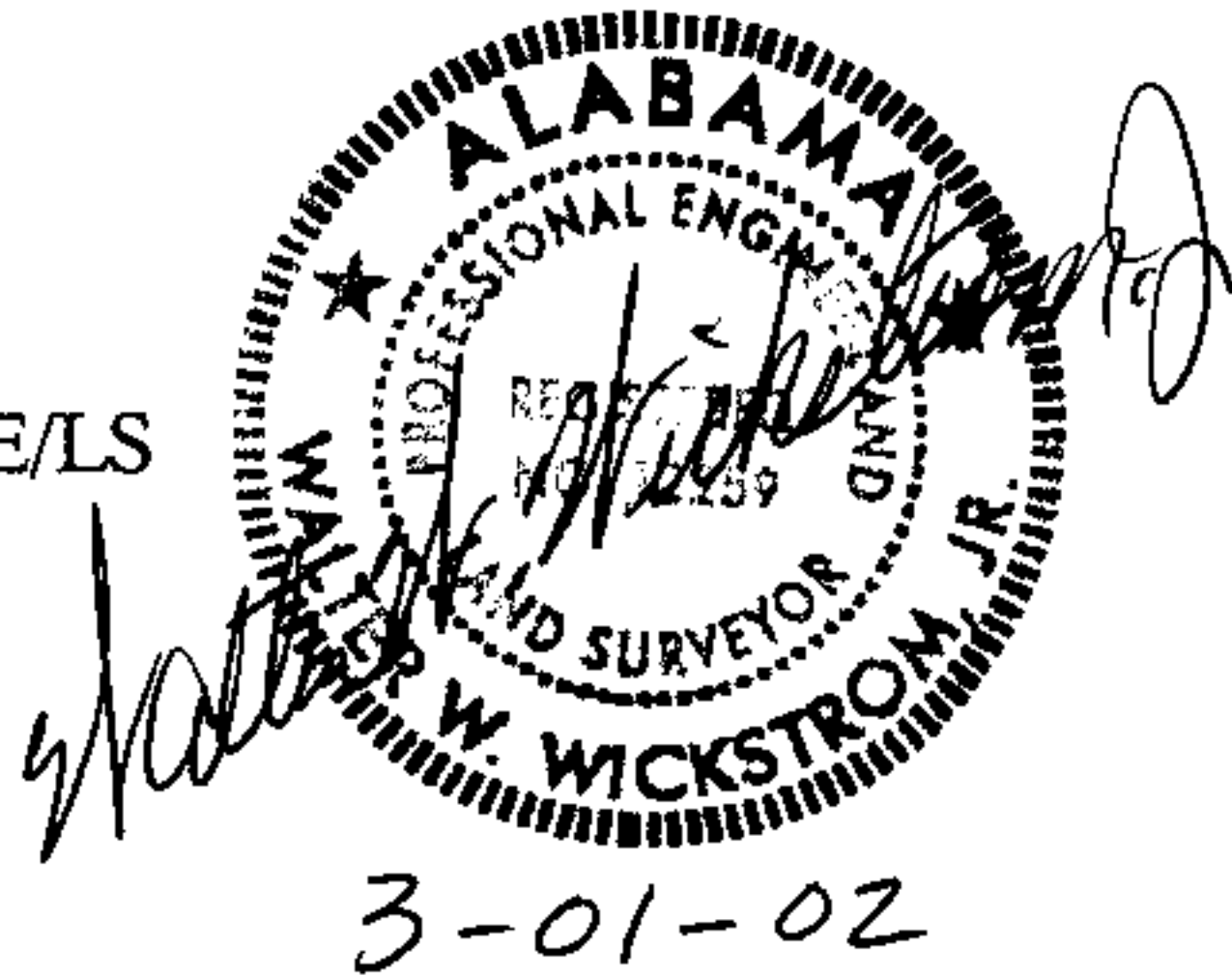
A Sanitary Sewer Easement located in the NW ¼ of the SW ¼ of Section 30, Township 20 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the NW Corner of Section 30, Township 20 South, Range 2 West; thence S00deg 08'22"E along the West line of said Section, a distance of 2,750.38'; thence N84deg 20'23"E, a distance of 462.38' to the POINT OF BEGINNING; thence S00deg 09'32"E, a distance of 415.00'; thence S89deg 50'28"W, a distance of 70.00'; thence N00deg 09'32"W, a distance of 200.00'; thence N89deg 50'28"E, a distance of 60.00'; thence N00deg 09'32"W, a distance of 214.04'; thence N84deg 20'23"E, a distance of 10.05' to the POINT OF BEGINNING.

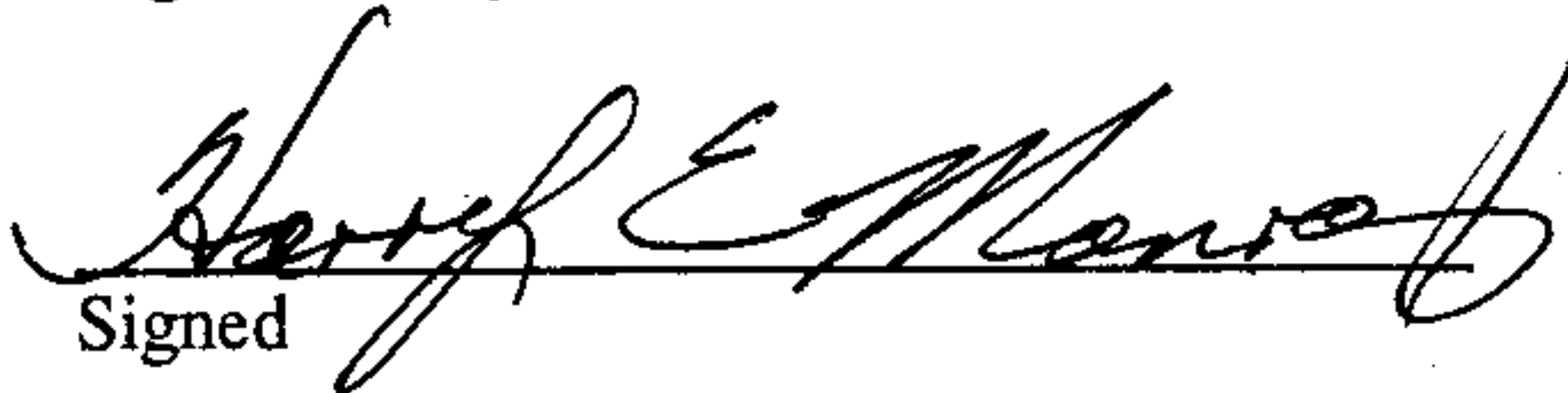
Containing 16,145 square feet, more or less.

Prepared By:

Walter W. Wickstrom, Jr. PE/LS
1657 Wingfield Drive
Birmingham, AL 35242
(205) 369-6113
AL. Reg. No. 18259



H. Monroe Properties is granting this sewer easement to Lots 4A & 4B of Monroe's Addition to McCain Industrial Park and the adjacent property lying south to the North Right-Of-Way Line of CSX Railroad.


Signed

Date

Inst # 2002-10513

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