

STATE OF ALABAMA)
 :
SHELBY COUNTY)

GRANT OF EASEMENT

THIS GRANT OF EASEMENT from the **CITY OF HELENA**, an Alabama municipal corporation (the "Grantor"), to **VULCAN LANDS, INC.**, a New Jersey corporation ("Vulcan").

W I T N E S S E T H:

The Grantor is the owner of the land in Shelby County, Alabama more particularly described on Exhibit A attached hereto and incorporated herein (the "City Property"). Vulcan is the owner of certain land which is contiguous to the City Property (the "Vulcan Property"). Vulcan has requested that the City grant to Vulcan an easement across the City Property for access to and ingress and egress to and from the Vulcan Property, and the City has agreed to grant such easement.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto Vulcan and its successors and assigns a permanent and exclusive easement (the "Easement") over and across the City Property for the construction, maintenance, repair, replacement and continued existence of a private roadway for the benefit of the Vulcan Property and for the construction, installation, operation, maintenance, repair and replacement of above and below ground utility lines, pipes, wires, conduit, systems, services and apparatus.

The Easement shall provide access to and ingress to and egress from the Vulcan Property over and across the City Property to and from Alabama Highway 261.

Vulcan shall have the right to construct a private roadway on, over and across the City Property at such location on the City Property as shall be selected by Vulcan in its sole discretion.

The Easement shall include all rights and privileges necessary or convenient for the full enjoyment and use of the same, including, without limitation, the right to grade, excavate and fill on the City Property and the right to cut trees and underbrush on the City Property.

The Easement is a private easement only and shall not be construed in any way to create any rights in or for the benefit of the general public or in any party other than Vulcan and its successors and assigns. Vulcan shall have the right to permit other parties to use the Easement in Vulcan's sole discretion. The Easement shall not be subject to abandonment as a result of non-use.

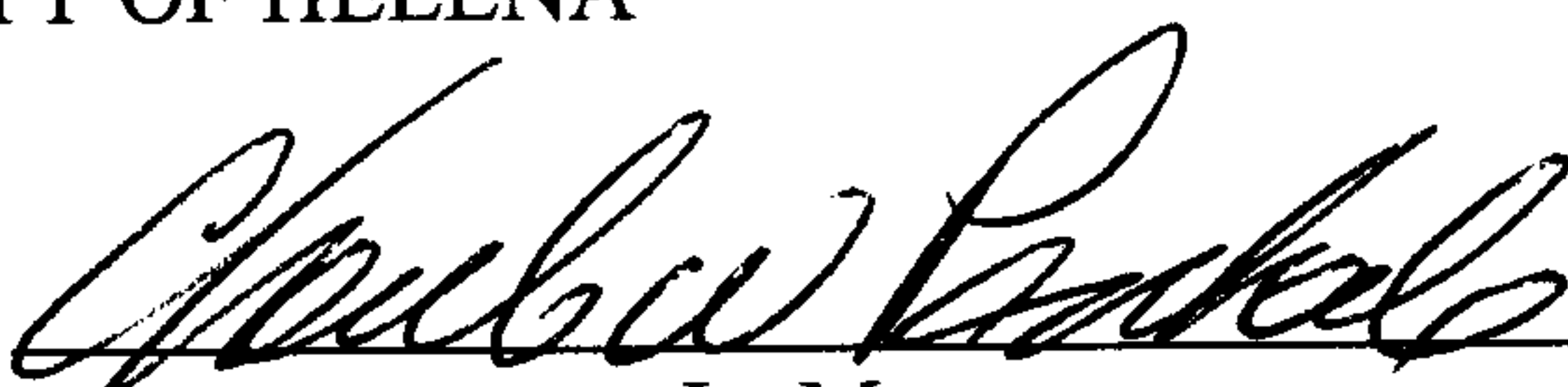
The Easement shall be deemed to be a covenant running with the land which shall be binding upon the City and its successors and assigns and which shall inure to the benefit of Vulcan and its successors and assigns.

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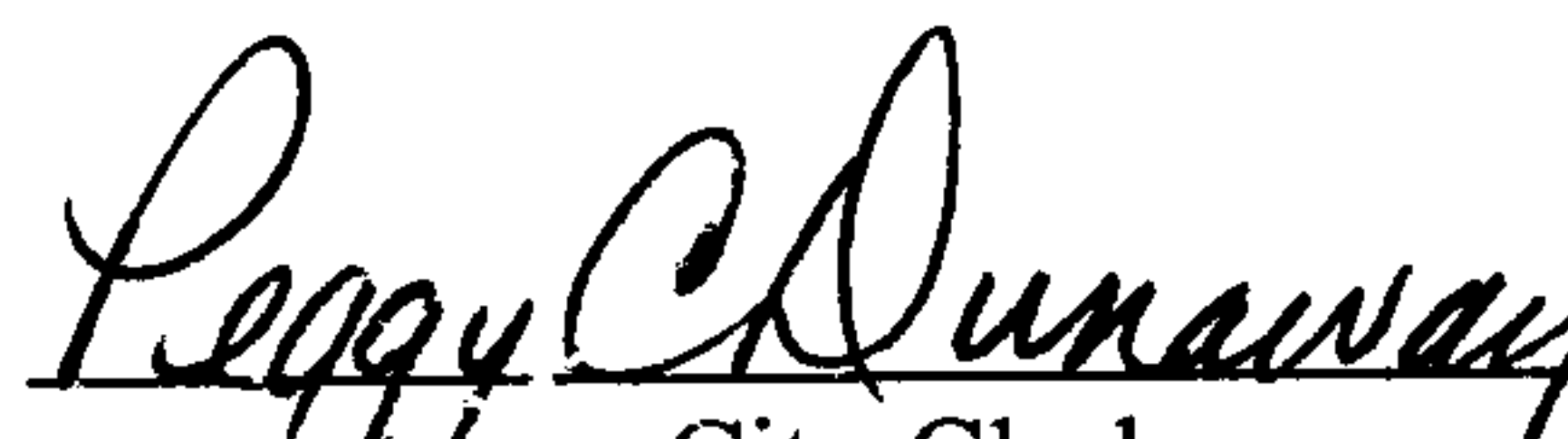
TO HAVE AND TO HOLD unto Vulcan and its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Easement to be executed and attested in its name and behalf by its duly authorized officials this 1st day of July, 2002.

CITY OF HELENA

By 
Its Mayor

ATTEST:


City Clerk

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Charles W. Penhale, whose name as Mayor of the CITY OF HELENA, an Alabama municipal 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand and official seal this 2nd day of July, 2002.


Notary Public

[NOTARIAL SEAL]

My commission expires: Notary Public, Alabama State at Large
My Commission Expires August 21, 2004

Prepared by:
Meade Whitaker, Jr.
2001 Park Place, Suite 1400
Birmingham, Alabama 35203

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land being a portion of that certain tract of land described in Deed Book 350, Page 228 recorded in the Office of the Judge of Probate, Shelby County, Alabama, being situated in Section 15, Township 20 South, Range 3 West and being more particularly described and surveyed as follows:

Commence at the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 15, Township 20 South, Range 3 West, thence run S00°09'00"W for a distance of 500.96 feet; thence N87°53'00"W for a distance of 39.08 feet to a 1" iron pipe found in place; thence N15°20'54"W for a distance of 368.76 feet to a 1/2" iron rebar set with a yellow cap stamped "CARR 00010LS", hereinafter simply referred to as "iron set", said iron being the Point of Beginning of the tract herein described; thence S71°16'35"W for a distance of 158.76 feet to an iron set on the existing southerly right-of-way line of Helena Road; thence along said southerly right-of-way line N38°03'00"E for a distance of 67.95 feet to a 1/2" iron rod found in place; thence continue along said right-of-way N32°35'00"E for a distance of 140.00 feet to a 1" iron pipe found in place; thence S15°20'54"E (Deed S15°20'E) for a distance of 124.97 feet to the Point of Beginning. Said tract of land containing 0.217 acres (9449 sq. ft.).