

STATE OF ALABAMA)
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SHELBY COUNTY) **GRANT EASEMENT AND RESERVATION
) OF EASEMENT**

It is hereby agreed that Lovelady Properties, LLC, an Alabama Limited Liability Company, hereinafter called Grantor, for good and valuable consideration, paid by Purchaser, KenCar Development, Inc., an Alabama Corporation, hereinafter called Grantee, does grant, sell and convey unto Grantee Non-Exclusive Easement for ingress and egress across Apricot Lane and legally described as follows: The East 30 feet of the NE¼ of the NE¼ of Section 5, Township 22 South, Range 2 West lying North of Shelby County Highway No. 22.

The easement, rights, and privileges herein granted shall be perpetual.

The instrument shall be binding on, and shall inure to the benefit of, the heirs, executors, administrators, successors, and assigns of the parties hereto.


The easement is for the benefit of the property of the Grantee; legally described herein as follows: Lot 1, according to the survey of Calera Commons Center, as recorded in Map Book 31, Page 148 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Likewise, the Grantor expressly reserves unto Grantor, his or its heirs, executors, administrators, successors, and assigns, an easement and right-of-way for the purpose of ingress and egress across the following described tracts of land: Lots 2, 3, and 4 according to the survey of Calera Commons Center, as recorded in Map Book 31, Page 148 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Grantor also retains, reserves, and shall continue to enjoy use of the surface of such property for any and all purposes which do not interfere with and prevent the use by Grantee of the within easement, including the right to build and use the surface of the herein granted easement for drainage ditches and private streets, road, driveways, alleys, walks, gardens, lawns, planting or parking area, and other like uses and/or to dedicate all or any part of the property affected by this easement to any city for use as a public street, road, or alley. If the Grantor, or any of Grantor's successors or assigns, shall dedicate all or any part of the property affected by this easement, the Grantee, and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate such dedication, without, however, extinguishing the easement rights herein granted.

IN WITNESS WHEREOF, this instrument is executed this the 31st day of
October, 2003.

GRANTOR


Lovelady Properties, LLC
By: Grady Scott Lovelady, as Member
and Authorized Agent for Lovelady
Properties, LLC, an Alabama Limited Liability Company

STATE OF ALABAMA

SHELBY COUNTY

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) **ACKNOWLEDGMENT**
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I, Chris Smitherman, a Notary Public for the State at Large, hereby certify that
the above posted name, Grady Scott Lovelady as Member and Authorized Agent for
Lovelady Properties, L.L.C., an Alabama Limited Liability Company, is signed in the
foregoing conveyance, and who is known to me, acknowledged before me on this day
that, being informed of the contents of the conveyance, he as such officer and with full
authority executed the same voluntarily for and as the act of said company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 31st
day of October, 2003.


NOTARY PUBLIC

My Commission Expires: 5/13/04