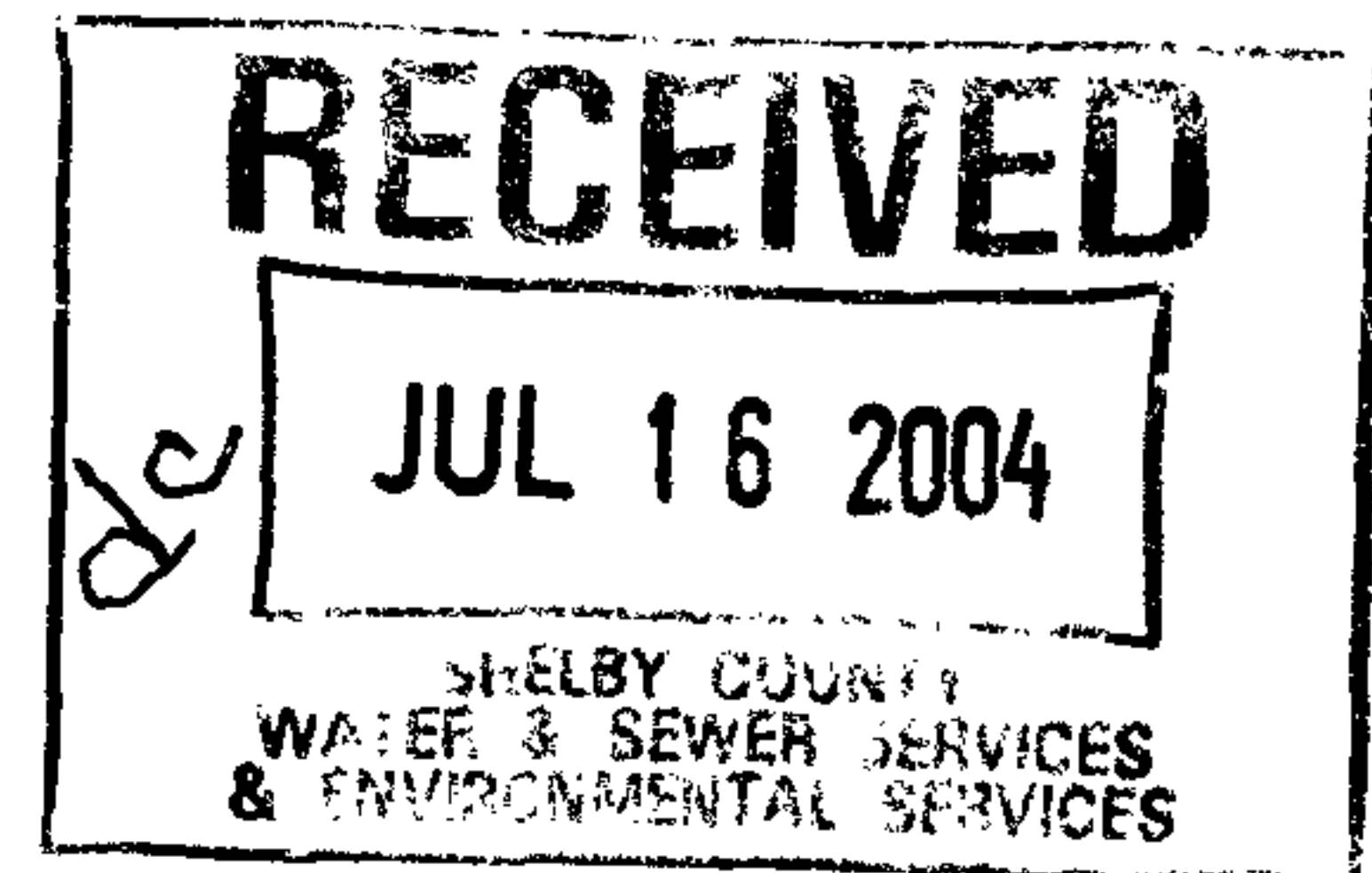



STATE OF ALABAMA
SHELBY COUNTY



CONVEYANCE OF SEWER FACILITIES

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of One and no/100 Dollar (\$1.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Charles W. Daniel (hereinafter "Developer"), does hereby grant, bargain, sell, and convey unto **Shelby County, Alabama** the hereinafter described and located sewer pump station, facilities, appurtenances, and any lines or other facilities used in connection therewith, to-wit:


20040716000396210 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
07/16/2004 15:03:00 FILED/CERTIFIED

Description of pump station or facility hereby conveyed: (Attach brief description of pump station location, attach drawings, plans, specifications, for identification purposes.)

The Pump Lot as identified by a Resurvey of Lots 1 and 2, The Crossroads of Greystone dated April 4, 2003, and recorded in Map Book 29 Page 53, Shelby County, Alabama and further identified as Tax Parcel 039320001008009.

Together with the land and real property upon which the same is situated, or in the event Developer does not own fee simple title to said land, a permanent and perpetual easement in and to said real estate upon which the same is situated.

Developer does hereby certify and warrant that Developer has installed and constructed the above and foregoing lift station, pump station, and/or facilities and improvements in accord with County specifications. Developer does further warrant unto Shelby County, its successors and assigns, that Developer is the owner of said pump station, facilities, appurtenances above described, and the real estate upon which the same is situated and, in the event said real estate is not owned in fee simple by Developer, Developer warrants and certifies to Shelby County, its successors and assigns, forever, that Developer has a good and valid perpetual and permanent easement to the real estate upon which said pumping station and said facilities and appurtenances are located and that Developer has the legal right to execute this document and to convey the same to Shelby County.

Developer agrees that Developer shall be liable for all ad valorem taxes assessed against the above described property for the current tax year, including any taxes which are past due and unpaid and any taxes which have accrued but do not yet constitute a lien against said property.

Developer does further agree that for a period of one (1) year beginning from the date executed by the County official hereof, Developer will be responsible and liable for any and all expenses for maintenance and repairs to the pump, pumping station, facilities, or appurtenances above described and shall promptly and immediately upon receipt of an invoice from Shelby County reimburse Shelby County for any and all reasonable expenses incurred by Shelby County for maintenance and/or repairs thereto. It is understood and agreed by Developer that any necessary maintenance and repairs during said period of one (1) year shall be performed by Shelby County, its agents, servants, employees, or contractors at Developer's expense.

Done this 15 day of July, 2004.

Paul D. [Signature]
Witness

Charles W. Daniel
Developer - Dantract, Inc.

20040716000396210 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
07/16/2004 15:03:00 FILED/CERTIFIED

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles W. Daniel, whose name as President of Dantract, 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 such instrument, 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 the 15 day of July, 2004.

SHARON M. GRANATO
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
JUNE 17, 2007

Sharon Granato
Notary Public

[Use the following acknowledgment only if above instrument is executed by an individual.]

STATE OF ALABAMA
SHELBY COUNTY

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

Given under my hand and official seal this _____ day of _____, 2004.

Notary Public

The undersigned, Shelby County, does hereby accept the above and foregoing dedication and conveyance, subject to the terms, conditions, and specifications hereinabove made.

Done this 16th day of July, 2004.

ATTEST:

[Signature]

SHELBY COUNTY, ALABAMA

By: [Signature]
Its _____

By: Charles M. Lay Jr.
Its Utility Engineer
Manager