

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 **GREYSTONE BRANCH, LLC**, an Alabama limited liability company (hereinafter "Developer"), does hereby grant, bargain, sell, and convey unto **Shelby County, Alabama**, a political subdivision of the State of Alabama (the "Grantee") the following described real property (the "Property") situated in Shelby County, Alabama, together with the sewer pump station and other equipment and appurtenances situated thereon:

Pump Lot, according to the Survey of The Parc at Greystone as recorded in Map Book 32, Pages 42 A, B and C in the Office of the Judge of Probate of Shelby County, Alabama.

(Also known as Shelby County Lift Station Number 56)

This conveyance is made subject to all easements, restrictions, rights-of-way, reservations and other matters of record.

TO HAVE AND TO HOLD to said Grantee, its successors and assigns, forever; subject, however to the following:

1. The Property shall be used only for the construction, installation, maintenance, operation and replacement from time to time thereon of the following: (a) above and below ground sanitary sewer lift (pump) stations and related equipment, including generators, and (b) underground utility lines, pipes, wiring, conduit, equipment and other apparatus;
2. Developer reserves for itself and its successors and assigns a permanent, perpetual and non-exclusive easement over, across, through, under and upon all of the Property for the purposes of constructing, installing, operating, maintaining, repairing and replacing from time to time thereon any of the following: (a) underground utility lines, pipes, wiring, conduit, equipment and other apparatus and (b) above and below ground storm sewers and drains; provided, however, that the exercise of the easement reserved herein by Grantor shall not interfere with or cause damage to any utility lines, pipes, wiring, conduit, equipment or other apparatus, including, without limitation, any sanitary sewer lift (pump) stations and related equipment, including generators, then situated on any portion of the Property and (c) landscaping and maintaining any and all portions of the Property; provided, however, that Developer shall have no obligation to landscape or maintain any portion of the Property;
3. The property located inside the fence and the fence shall at all times be maintained in good condition and repair, including, without limitation, not allowing any trash, garbage or debris to remain on any part of the property located inside the fence. Furthermore, any fences or other above ground improvements must be approved by the Grantor, which approval shall not be unreasonably withheld;
4. Developer does hereby certify and warrant that, to the best of its knowledge, Developer has installed and constructed the above and foregoing lift station, pump station, and/or facilities and improvements in accordance with County specifications. Developer does further warrant unto Shelby County, its successors and assigns, that Developer is the owner of the Property and the pump station, facilities and appurtenances above described situated on the Property; and

5. 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; and

6. 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.

Dated this 22nd day of June, 2004.

SL D ell
WITNESS

DEVELOPER:

GREYSTONE BRANCH, LLC,
an Alabama limited liability company

By: Daniel Realty Company, an Alabama
general partnership, Its Sole Member

By: Daniel Equity Company, LLC, an
Alabama limited liability company,
Its Managing Partner

By: Daniel Realty Corporation, an
Alabama corporation,
Its Manager

By: B. D. Parker
Its: VP

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Brian D. Parker, whose name as Vice President of Daniel Realty Corporation, an Alabama corporation, as Manager of Daniel Equity Company, LLC, an Alabama limited liability company, as Managing Partner of Daniel Realty Company, an Alabama general partnership, as Sole Member of Greystone Branch, LLC, an Alabama limited liability company, 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 with full authority, executed the same voluntarily for and as the act of such corporation, as manager of Daniel Equity Company, LLC, as managing partner of Daniel Realty Company, as sole member of Greystone Branch, LLC as aforesaid.

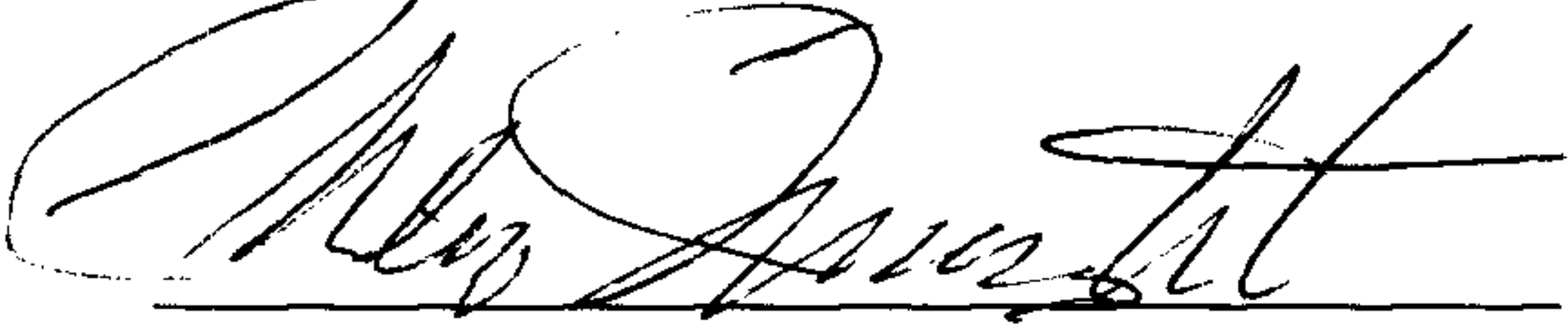
Given under my hand and seal this 22nd day of June, 2004.

Chris Tortorici
Notary Public
My Commission Expires: March 3, 2008

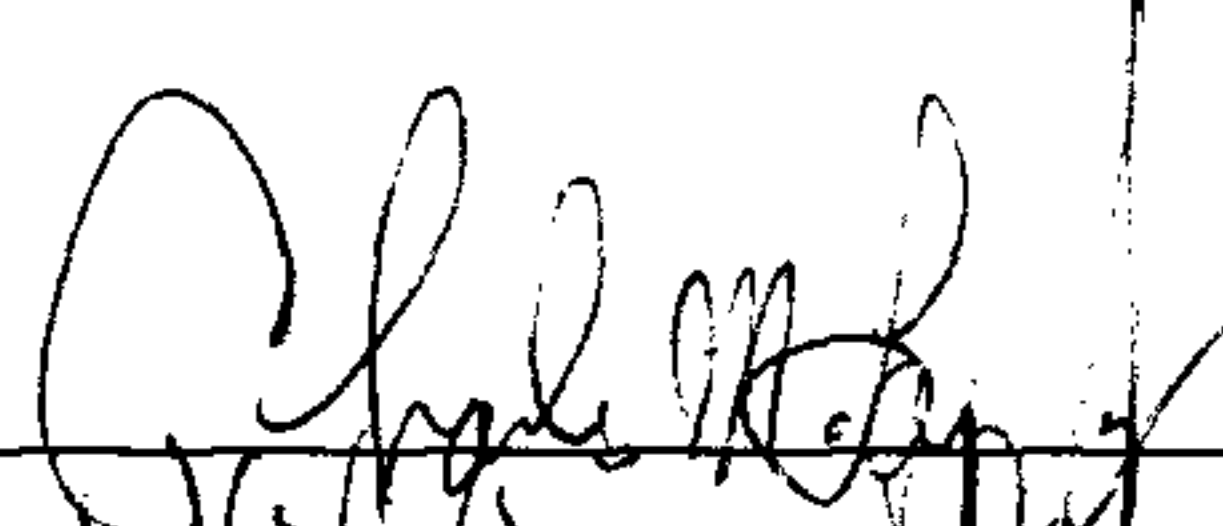
The undersigned, Shelby County, does hereby accept the above and foregoing dedication and conveyance, subject to the terms, conditions, and specifications hereinabove made.

Dated this 18th day of January, 2004. S ad

ATTEST:



SHELBY COUNTY, ALABAMA

By: 
Its: Utilities Manager

By: _____
Its: Utility Engineer