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Shelby Cnty Judge of Probate, AL
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AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the 23rd day of June, 2011 ("the Effective Date"), by and between Horizon Condominium Association, Inc. ("Horizon"), and SWWC Utilities, Inc. ("SWWC").

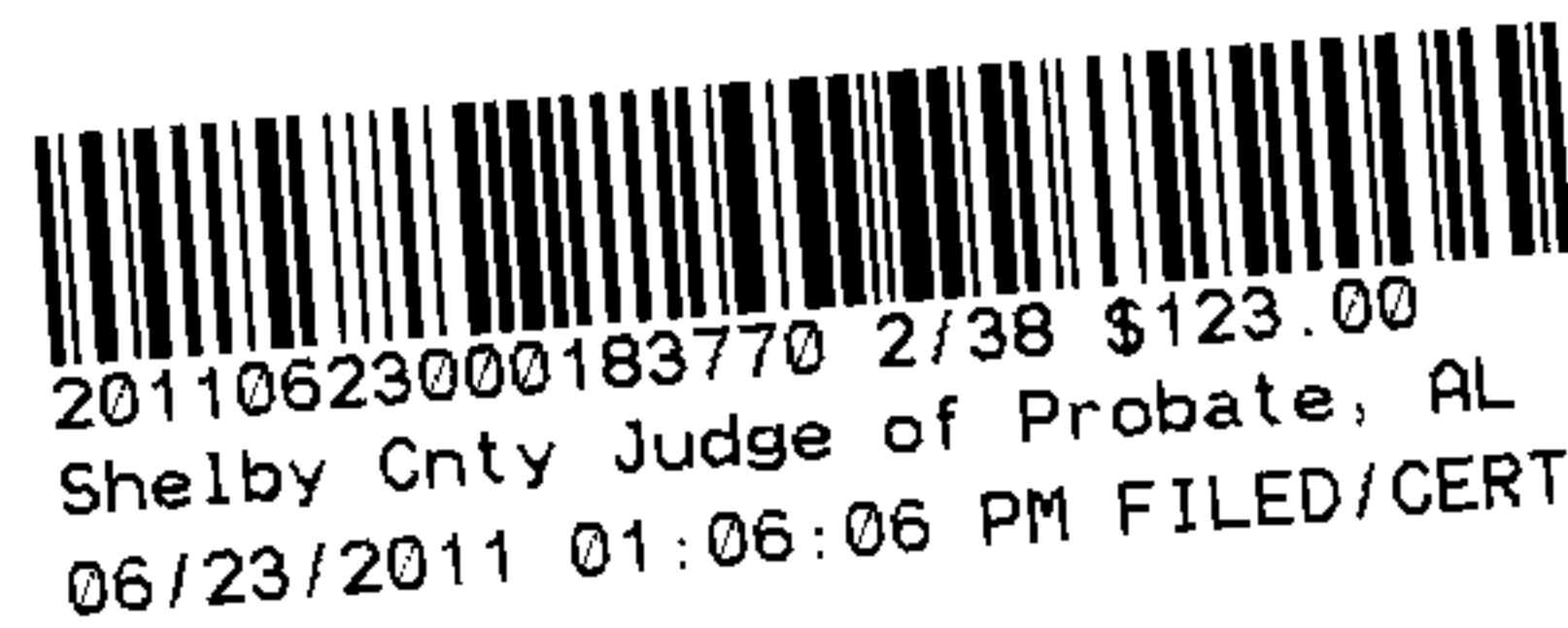
RECITALS

WHEREAS, Horizon is a corporation organized under the laws of the State of Alabama and subject to the Alabama Uniform Condominium Act of 1991, see Section 35-8A-101 of the *Code of Alabama* (1975), et seq.;

WHEREAS, the term "Horizon Beneficiaries" shall herein refer collectively to Horizon Condominium Association, Inc., and any of Horizon's present and former officers, officials, agents, boards of directors and members thereof, members, unit owners, unit occupants of any type, property managers, employees, representatives, attorneys, divisions, parents, subsidiaries, affiliates, including but not limited to any agents, directors, officers, employees, representatives and attorneys of such divisions, subsidiaries and affiliates, and its and their predecessors, successors, heirs, executors, administrators and assignees and all persons acting by, through, under or in concert with any of them, including all insurers;

WHEREAS, SWWC Utilities, Inc., is a corporation organized under the laws of the State of Delaware, but is presently and has been at all times relevant to this transaction registered and qualified to do business in the State of Alabama with the Alabama Secretary of State;

WHEREAS, "Subject Conveyance" is defined as provided in Exhibit A to this Agreement;



WHEREAS, Horizon enters into this Agreement for the sole purpose of ensuring that SWWC will of record take and assume responsibility and liability related to the Subject Conveyance as of the Effective Date of this Agreement and all parts thereof, and this Agreement should in no way be construed, beyond the terms and conditions hereof, as an admission by Horizon that it has, or has had, any particular ownership in the Subject Conveyance or any part thereof or duties owed to any person or entity in regard to the Subject Conveyance or any part thereof;

WHEREAS, the terms contained herein, except as defined herein, shall be given the meaning ascribed to them in the Alabama Uniform Condominium Act of 1991;

NOW, THEREFORE, in consideration of the premises and the promises contained herein, it is agreed as follows:

1. Recitals. The above recitals are true and correct and are hereby incorporated by reference.

2. Consideration. Horizon agrees that, on the later of the two dates when this Agreement is signed by Horizon and SWWC, Horizon will pay, and cause to be delivered to SWWC through SWWC's counsel, a certified or cashier's check made payable to SWWC Utilities, Inc., in the sum of One Hundred Fourteen Thousand, One Hundred Dollars and No Cents (\$114,100.00). SWWC agrees that it will make the improvements to the Subject Conveyance set forth on Exhibit G to this Agreement within one year from the Effective Date of this Agreement; provided, however, that such date may be extended from time to time by mutual agreement of both parties.

3. Transfer of Ownership. Horizon will quitclaim any and all of its purported interest in the Subject Conveyance to SWWC via a quitclaim deed (a copy of which is attached

hereto as Exhibit C hereof) and via a bill of sale (a copy of which is attached hereto as Exhibit D hereof). Both documents will be with no warranties as to title. The Subject Conveyance will be provided to SWWC "AS IS, WHERE IS, WITH ALL FAULTS and WITH NO WARRANTY OF TITLE." SWWC will execute both the quitclaim and the bill of sale to indicate its acceptance of the same. Any attorney's fees associated with the transactions are to be borne by each party respectively. However, in the event of any dispute and/or legal action arising from an interpretation and/or performance of any provisions of this Agreement, the parties hereby agree that the prevailing party shall be awarded reasonable attorney's fees and costs.

4. Assumption of Liability. SWWC hereby assumes all obligations and liabilities of Horizon and the Horizon Beneficiaries as of the Effective Date of this Agreement and that they may have in any way related to the Subject Conveyance and all parts thereof. SWWC will assume all liability regarding the Subject Conveyance and all parts thereof as of the Effective Date of this Agreement. SWWC will assume all obligations regarding the Subject Conveyance and all parts thereof as of the Effective Date of this Agreement. SWWC will assume payment responsibility of all costs associated with the Subject Conveyance and all parts thereof, including but not limited to, the electric service for the lift stations that are a part of the Subject Conveyance as of the Effective Date of this Agreement.

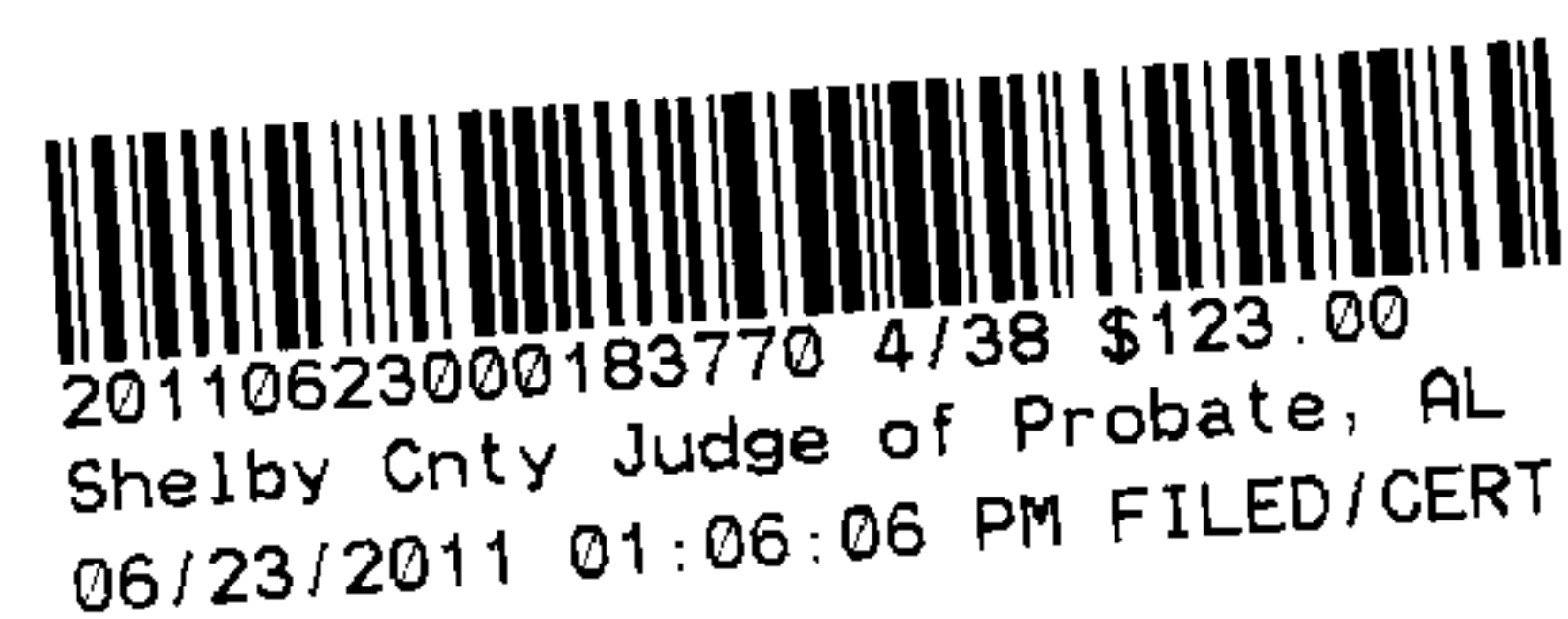
5. Operation of the Lift Station. SWWC shall continue to operate, maintain, repair, and replace the Subject Conveyance and all parts thereof in working order and condition at its own and sole expense, so that the same can provide for Horizon and the Horizon Beneficiaries sanitary sewer disposal at the level of capacity as of the Effective Date of this Agreement. SWWC shall, at its sole cost and expense, maintain all lines, pipes, valves, pumps and related appurtenants used in connection with the transmission of all effluent and other discharges from

Horizon and the Horizon Beneficiaries to the Subject Conveyance or any part thereof. Between the Effective Date of this Agreement and through either the ratification of this Agreement as contemplated by Paragraph 18 or the termination of this Agreement as provided by its terms, Horizon agrees to grant, and hereby grants, to SWWC all rights of ingress and egress over, on, through and under the Subject Conveyance, and further grants to SWWC a license to continue to access and maintain all lines, pipes, valves, pumps and appurtenances related to the Subject Conveyance, to the same extent as Horizon has granted to SWWC prior to the date of this Agreement.

6. Continued Use and Service. From and after the Effective Date of this Agreement, and assuming the ratification of this Agreement is completed as contemplated by Paragraph 18, SWWC hereby guarantees, pledges, promises, and warrants that SWWC will provide to Horizon and the Horizon Beneficiaries the continued right to pass sewage through the Subject Conveyance and all parts thereof and have continued access to the sewer service.

7. Complete Release. SWWC hereby irrevocably and unconditionally remises, releases and forever discharges Horizon and the Horizon Beneficiaries, or any of them, of and from any and all actions, causes of action, suits, debts, charges, allegations, assertions, complaints, claims, loss, liabilities, obligations, promises, agreements, controversies, damages, liens, costs, and expenses (including attorneys' fees and costs actually incurred), for claims by SWWC of any type whatsoever from the beginning of time through the Effective Date of this Agreement relating to the Subject Conveyance or any part thereof.

8. Hold Harmless. SWWC agrees to bear all risks associated with the Subject Conveyance and all parts thereof as of the Effective Date of this Agreement. SWWC agrees to hold harmless, indemnify, and defend Horizon and the Horizon Beneficiaries from and against



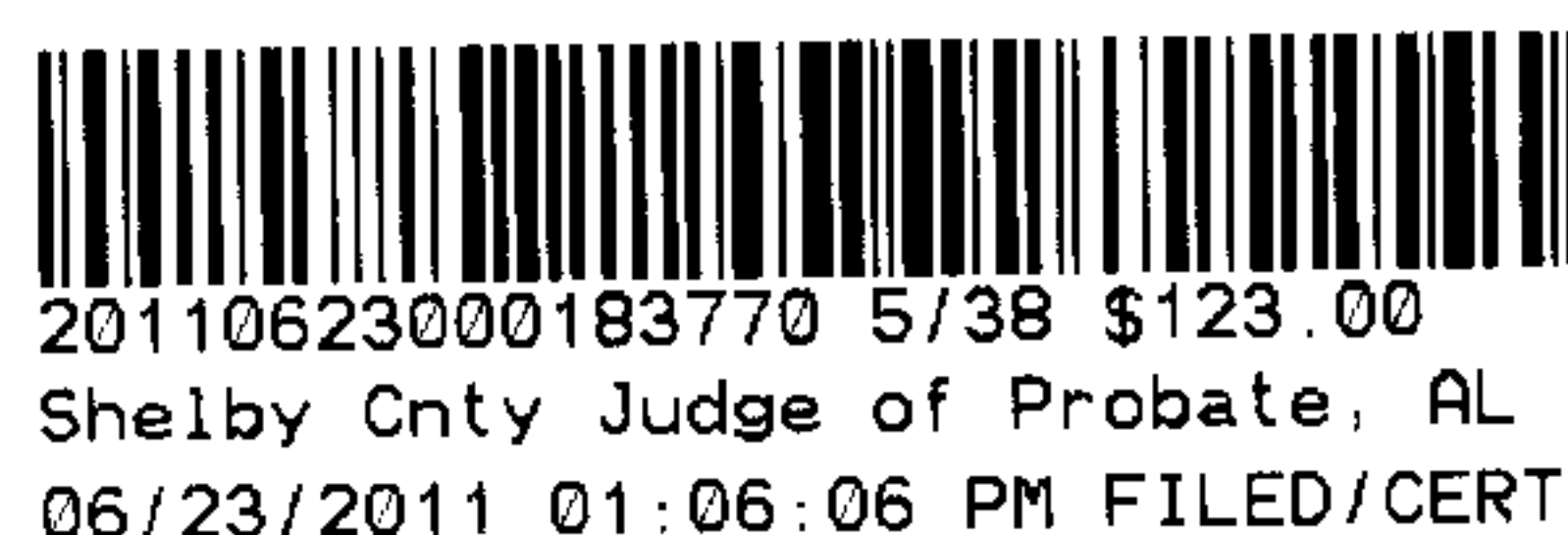
any and all actions, causes of action, suits, debts, charges, allegations, assertions, complaints, claims, loss, liabilities, obligations, promises, agreements, controversies, damages, liens, costs, and expenses, including, without limitation, reasonable attorneys' fees and costs, incurred by Horizon and/or the Horizon Beneficiaries, 1.) arising out of any breach of this Agreement by SWWC, its agents, officers, employees, or contractors, and/or 2.) otherwise arising from or related to the Subject Conveyance or any part thereof arising after the Effective Date of this Agreement whether any such claim is asserted by a party to this Agreement or by a third party claiming injury or damage in any way whatsoever related to the Subject Conveyance or any part thereof. Notwithstanding anything herein to the contrary, the parties hereto agree that from the Effective Date of this Agreement through either the ratification of this Agreement as contemplated by Paragraph 18 or the termination of this Agreement as provided by its terms under no circumstance will SWWC be liable for any loss, damage, injury, cost, expense, claim, judgment or liability that is not covered by existing policies of insurance of SWWC, which are applicable and relevant to the obligations required by the Agreement. From the Effective Date of this Agreement through either the ratification of this Agreement as contemplated by Paragraph 18 or the termination of this Agreement as provided by its terms, SWWC shall not be liable for any special, indirect, consequential, exemplary or punitive damages.

Horizon and the Horizon Beneficiaries agree to hold harmless, indemnify and defend SWWC and its officers, directors, successors, assigns, employees, agents, and representatives (collectively, the "SWWC Indemnitees") from and against any and all actions, causes of action, suits, debts, charges, allegations, assertions, complaints, claims, loss, liabilities, obligations, promises, agreements, controversies, damages, liens, costs, and expenses including, without limitation, reasonable attorneys' fees and costs, incurred by the SWWC Indemnities, 1.) arising

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Between Horizon Condominium Association, Inc., and SWWC Utilities, Inc.

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out of any breach of this Agreement by Horizon and/or the Horizon Beneficiaries, and/or 2.) otherwise arising from or related to the Subject Conveyance or any part thereof arising prior to the Effective Date of this Agreement whether any such claim is asserted by a party to this Agreement or by a third party claiming injury or damage in any way whatsoever related to the Subject Conveyance or any part thereof.

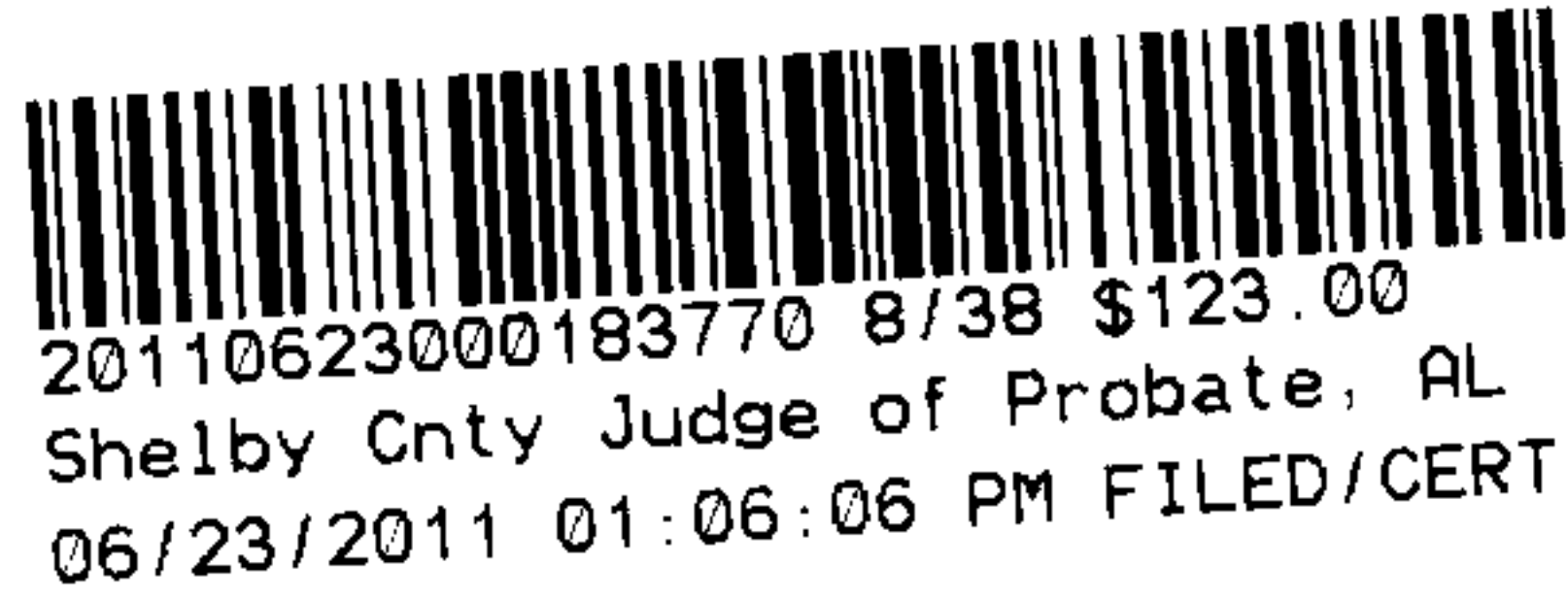
9. Future Fees. Except as otherwise provided in this Paragraph, SWWC will agree not to charge Horizon any new or increased fees related to the Subject Conveyance or any part thereof. The acquisition of the Subject Conveyance by SWWC will not trigger an increase in the monthly rates or demand charges to Horizon, to the Horizon Beneficiaries, or to any other sewer users who rely on the Subject Conveyance or any part thereof. However, this Paragraph shall in no way limit SWWC's ability to raise monthly sewer rates and/or demand charges as those rates are approved for increases to all other similarly-situated users of SWWC's sewer services in accordance with all applicable provisions of law, contract, and utility regulation.

10. Books and Records. Horizon agrees to deliver all original books and records in its possession that relate in any way to the lift stations that are a part of the Subject Conveyance, such as maintenance logs, service records, utility bills, and homeowner complaints. A listing of all such books and records is attached hereto as Exhibit F, and incorporated herein by this reference. SWWC acknowledges the receipt of the same at the time of the execution of this Agreement. Horizon may, at its sole cost, reproduce and maintain a copy of all books and records delivered to SWWC pursuant to this Paragraph.

11. Recording. The parties are expressly authorized hereby to record this Agreement and the documents referenced in Paragraphs 3 and 18 of this Agreement in the Probate Court of Shelby County, Alabama, at the times specified in this Agreement. Horizon will be responsible

for the recording of this Agreement, the Quitclaim Deed, and the Ratification, and Horizon will be responsible for the payment of any applicable recording taxes and fees. Pursuant to Section 35-8A-312 of the *Code of Alabama* (1975), this Agreement will be void unless this Agreement (without ratification) is recorded within one week of the Effective Date of this Agreement. The Quitclaim Deed and the Ratification will be recorded by Horizon upon completion of the ratification provided by Paragraph 18 within the time required by Paragraph 18. Following recording, Horizon will deliver the original, recorded Quitclaim Deed and Ratification to SWWC in care of its attorney, J. Terrell McElheny, or his successor. At the option of either party to this Agreement, said party may record the original of the Bill of Sale at the party's own cost and expense. Horizon shall deliver the original Bill of Sale, whether or not recorded, to SWWC in care of its attorney, J. Terrell McElheny, or his successor, at the same time that the Quitclaim Deed and Ratification are provided to SWWC.

12. Covenant to Run with the Land. This Agreement is an agreement running with the real property and/or interests in real property that are included in the Subject Conveyance and any portion thereof. This Agreement runs with the land in favor of the Horizon Beneficiaries and against SWWC, its successors, assigns, and all subsequent grantees who may obtain an interest in the real property and/or interests in real property that are included in the Subject Conveyance or any portion thereof. Any and all of SWWC's successors, assigns, and, to the fullest extent provided by law, all subsequent grantees who may obtain an interest in the real property and/or interests in real property that are included in the Subject Conveyance or any portion thereof shall do so subject to all of the restrictions, limitations, covenants, declarations, conditions, terms, agreements, and promises of this Agreement. To the fullest extent provided by law, all of the restrictions, limitations, covenants, declarations, conditions, terms, agreements,



and promises contained herein shall inure to the real property and/or interests in real property that are included in the Subject Conveyance and shall run with the real property and/or interests in real property that are included in the Subject Conveyance in perpetuity.

13. No Representations. Horizon and SWWC represent and certify that they have carefully read and fully understand all of the provisions and effects of this Agreement with their respective attorneys, are voluntarily entering into this Agreement, and no one made any representations concerning the terms or effects of this Agreement or induced Horizon or SWWC to enter into this Agreement other than as is expressly stated herein. Horizon and SWWC declare that they are not executing this Agreement under duress.

14. Contract. This Agreement is contractual in nature and not a mere recital. Said Agreement is fully enforceable in all respects as a contract.

15. Governing Law. This Agreement is made and entered into in the State of Alabama, and shall in all respects be interpreted, enforced, and governed under the laws of said State, without regard to its conflict of law principles. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. Horizon and SWWC agree and stipulate that all suits at law or in equity for any breach of this Agreement shall be instituted and maintained in a court of competent jurisdiction in Shelby County, Alabama. Horizon and SWWC submit to the jurisdiction of the Courts of the State of Alabama and in particular the Courts of Shelby County, Alabama, and waive any objection to venue/forum non conveniens in Shelby County, Alabama. Horizon and SWWC further waive their respective rights to trial by jury in any such action and agree that the action shall be tried and decided solely by a judge, sitting without a jury.

16. Severability. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

17. Entire Agreement. This Agreement sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements or understanding between the parties hereto pertaining to the subject matter hereof. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument. A copy of this Agreement shall be given the full force and effect of an original. This Agreement may be modified or amended by the written agreement of the parties to this Agreement.

18. Ratification. Pursuant to Section 35-8A-312 of the *Code of Alabama* (1975), the Quitclaim Deed and the Bill of Sale contemplated by Paragraph 3 of this Agreement are void unless "persons entitled to cast at least 80 percent of the votes in the association, including 80 percent of the votes allocated to units not owned by a declarant, or any larger percentage the declaration specifies, agree to that action." ALA. CODE § 35-8A-312(a) (1975). The parties to this Agreement recognize that "[a]n agreement to convey common elements in a condominium or subject them to a security interest must be evidenced by the execution of an agreement, or ratifications thereof, in the same manner as a deed, by the requisite number of unit owners." ALA. CODE § 35-8A-312(b) (1975). Therefore, the parties contemplate a ratification of this Agreement by the requisite number of persons required by Section 35-8A-312 of the *Code of Alabama* (1975). The parties stipulate that a ratification in either of the forms attached hereto as

Exhibit E hereof, or similar, is sufficient. The ratification of this Agreement must be completed and recorded within one year of the Effective Date of this Agreement.

19. Effect of Termination. In the event that this Agreement is not ratified within the time and in the manner required by Paragraph 18, then the parties shall be released from all obligations set forth in this Agreement from one year following the Effective Date of this Agreement forward, except that SWWC shall remain obligated to make the improvements set forth on Exhibit G to this Agreement if not already completed. In the event that this Agreement is not ratified within the time and in the manner required by Paragraph 18, then the Quitclaim Deed and the Bill of Sale contemplated by Paragraph 3 shall be void. Each party will bear and be responsible for its respective costs and liabilities incurred up to and through one year following the Effective Date of this Agreement, and neither party will be reimbursed for the same in the event that this Agreement is not ratified within the time and in the manner required by Paragraph 18.

20. Additional Warranties. The Quitclaim Deed and the Bill of Sale contemplated by Paragraph 3 will be executed by the parties to this Agreement at the same time that this Agreement is executed. However, the parties recognize and acknowledge that the Quitclaim Deed and the Bill of Sale contemplated by Paragraph 3 will be void unless this Agreement is ratified in the time and manner provided in Paragraph 18. Horizon covenants and warrants that it will not convey nor agree to convey the Subject Conveyance to any party other than SWWC, except as SWWC may direct in writing, from the Effective Date of this Agreement through either the ratification of this Agreement as contemplated by Paragraph 18 or the termination of this Agreement as provided by its terms. If this Agreement is ratified as contemplated by Paragraph 18, then Horizon covenants and warrants that it will not convey the Subject

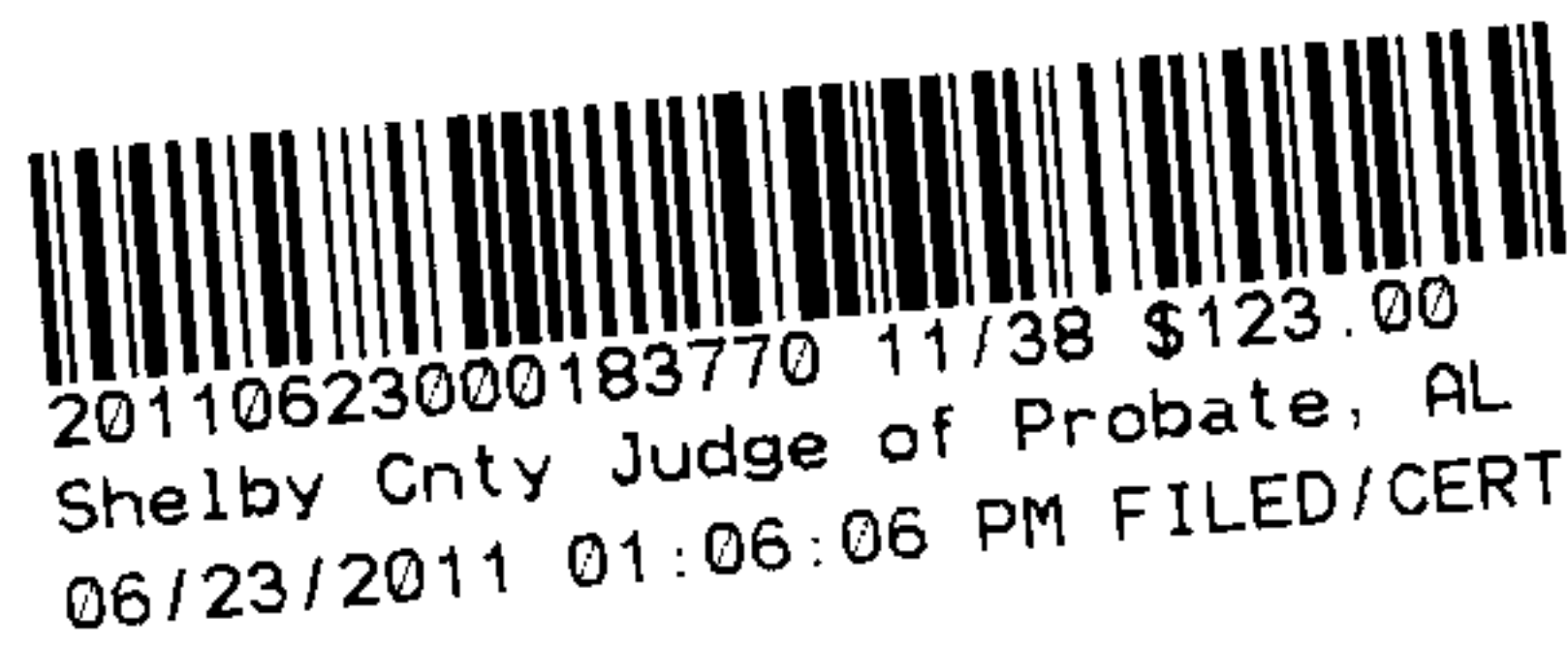
Conveyance to any party, except as SWWC or its successors may direct in writing. Horizon agrees to indemnify SWWC for any breach of the terms of this Paragraph.

21. Authority to Sign. The undersigned represents that the undersigned have actual authority to sign and execute this Agreement on behalf of the parties indicated and the undersigned acknowledge that the parties to this Agreement and its intended beneficiaries are relying upon this as a material representation.

**THE SIGNATURE OF HORIZON CONDOMINIUM ASSOCIATION, INC. APPEARS
ON PAGE 12 OF THIS AGREEMENT.**

**THE SIGNATURE OF SWWC UTILITIES, INC. APPEARS ON PAGE 13 OF THIS
AGREEMENT.**

THE REMAINDER OF THIS PAGE IS LEFT BLANK DELIBERATELY.



IN WITNESS WHEREOF, and intending to be legally bound hereby Horizon Condominium Association, Inc., has caused the foregoing Agreement to be executed by its duly authorized corporate officer.

Executed on this the 23rd day of June, 2011.

HORIZON CONDOMINIUM ASSOCIATION,
INC.

(Signature)
(Printed Name)
(Title)

BY: Pamela B Douglas
PAMELA B DOUGLAS
ITS: President

ATTEST:

SHOWN ON PAGE 12.A.

Its Secretary

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that PAMELA B. DOUGLAS, whose name as PRESIDENT of Horizon Condominium Association, Inc., an Alabama corporation, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he/she, 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, the 23rd day of June, 2011.

Jaunt R. Remont
Notary Public, My commission expires March 4, 2013

AFFIX SEAL


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Shelby Cnty Judge of Probate, AL
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Condominium Association

IN WITNESS WHEREOF, and intending to be legally bound hereby ^{Horizon} ~~SWWC~~ ~~Utilities, Inc.~~, has caused the foregoing Agreement to be executed by its duly authorized corporate officer. AD

Executed on this the 23rd day of June, 2011.

~~HORIZON CONDOMINIUM ASSOCIATION~~
~~SWWC UTILITIES, INC.~~ AD

(Signature)
(Printed Name)
(Title)

BY: _____
ITS: _____

ATTEST:

Tracy C. Palmer
Its Secretary

~~STATE OF ALABAMA)
COUNTY OF SHELBY)~~

~~I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that _____, whose name as _____ of SWWC Utilities, Inc., a Delaware corporation, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he/she, 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, the _____ day of _____, 2011.~~ AD

Notary Public, My commission expires _____

AFFIX SEAL

This Instrument Prepared By:

Benjamin S. Goldman
Hand Arendall LLC
1200 Park Place Tower
2001 Park Place North
Birmingham, AL 35203


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Agreement

Between Horizon Condominium Association, Inc., and SWWC Utilities, Inc.

Page 12 of 12 A. AD

IN WITNESS WHEREOF, and intending to be legally bound hereby SWWC Utilities, Inc., has caused the foregoing Agreement to be executed by its duly authorized corporate officer.

Executed on this the 22nd day of June, 2011.

SWWC UTILITIES, INC.

(Signature)
(Printed Name)
(Title)

BY: Keith Fischer
Keith Fischer
ITS: Managing Director - Operations

ATTEST:

Chris Mahan

Its ~~Secretary~~ Managing Director

STATE OF ~~ALABAMA~~ Texas)
COUNTY OF ~~SHELBY~~ Harris

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Keith Fischer, whose name as Managing Director of SWWC Utilities, Inc., a Delaware corporation, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he/she, 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, the 22 day of June, 2011.

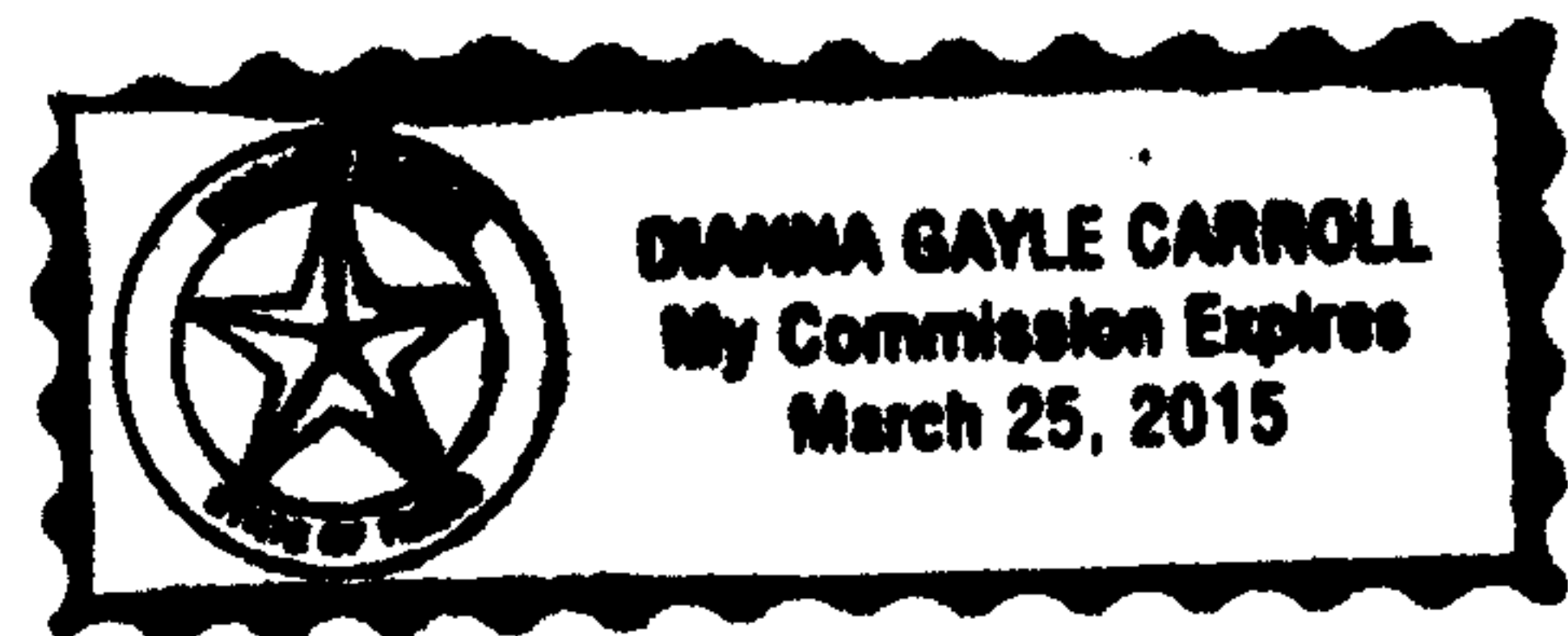
Danna Carroll

Notary Public, My commission expires March 25, 2015

AFFIX SEAL

This Instrument Prepared By:

Benjamin S. Goldman
Hand Arendall LLC
1200 Park Place Tower
2001 Park Place North
Birmingham, AL 35203



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Agreement
Between Horizon Condominium Association, Inc., and SWWC Utilities, Inc.

EXHIBIT A



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EXHIBIT A

“Subject Conveyance” shall refer to all of Horizon Condominium Association, Inc.’s right, title and interest in and to all of the following that are located on, in, under, over or across any real estate located in Shelby County, Alabama:

all easements and rights of way and interests in easements and rights of way, all lift stations, trunk lines, sewer lines, sewer taps, meters, pipes, drains and conduits and all other equipment and property (whether such equipment and property is real property or personal property, or a combination thereof) which is used or may be used in connection with one or more sanitary sewer systems, or any part thereof, or which is appurtenant to a sanitary sewer system, or any part thereof, except for any sewer lines, pipes and conduits and such other equipment and property which are: (1) a part of the Private Elements of Horizon, a Condominium, as defined in the Declaration of Condominium for Horizon, a Condominium, as recorded in the office of the Judge of Probate of Shelby County, Alabama in Book 28, Page 141 (“Declaration”); or (2) located within the exterior or perimeter walls of, or beneath, any buildings which are Common Elements of Horizon, a Condominium, as defined in the Declaration. The Subject Conveyance includes, without limitation, the property which is located within, or adjacent to, the South Jefferson Easement Property, the Morning Sun Easement Property, Meadow Brook Road and the 20’ MBCP (Meadow Brook Corporate Park) Easement areas, the approximate locations of which are shown on Exhibit B attached hereto.

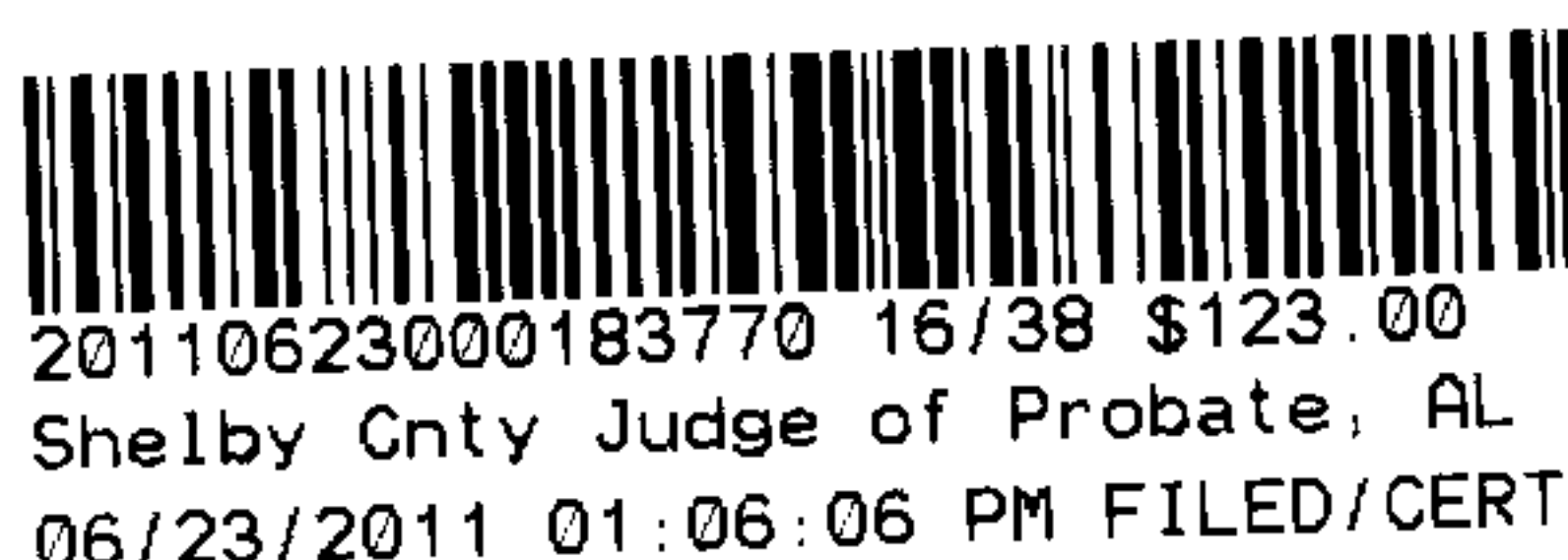
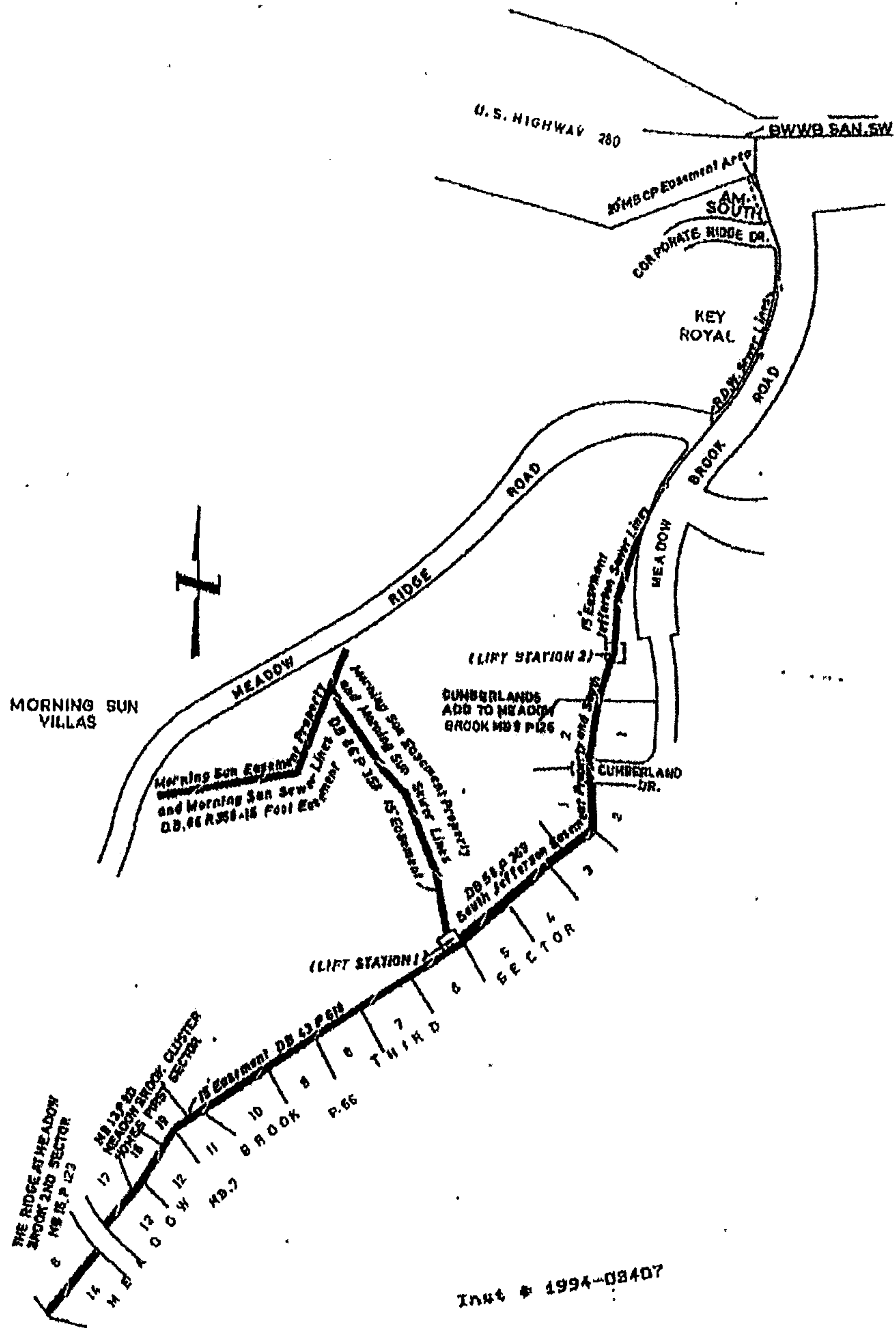


EXHIBIT B



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Exhibit A



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EXHIBIT C



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06/23/2011 01:06:06 PM FILED/CERT

This Instrument Prepared By:

Benjamin S. Goldman
Hand Arendall LLC
1200 Park Place Tower
2001 Park Place North
Birmingham, AL 35203

Send Tax Notice To:

SWWC Utilities, Inc.
728 Volare Drive
Birmingham, AL 35244
ATTN: General Manager

STATE OF ALABAMA

SHELBY COUNTY

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the assumption by SWWC Utilities, Inc., a Delaware corporation (hereinafter called Grantee), of certain liabilities and obligations, in accordance with the terms of the Agreement, dated as of the 23rd day of June, 2011, between Horizon Condominium Association, Inc., an Alabama corporation (hereinafter called Grantor), and Grantee, the sufficiency whereof Grantor hereby acknowledges, the undersigned Grantor does hereby remise, release, quitclaim, and convey to Grantee all of Grantor's right, title and interest in and to all of the following that are located in Shelby County, Alabama (hereinafter, collectively, called Property):

all easements and rights of way and interests in easements and rights of way, all lift stations, trunk lines, sanitary sewer lines, sanitary sewer taps, meters, pipes, drains and conduits and all other equipment and property (whether such equipment and property is real property or personal property, or a combination thereof) which is used or may be used in connection with one or more sanitary sewer systems, or any part thereof, or which is appurtenant to a sanitary sewer system, or any part thereof, except for any sewer lines, pipes and conduits and such other equipment and property which are: (1) a part of the Private Elements of Horizon, a Condominium, as defined in the Declaration of Condominium for Horizon, a Condominium, as recorded in the office of the Judge of Probate of Shelby County, Alabama in Book 28, Page 141 ("Declaration"); or (2) located within the exterior or perimeter walls of, or beneath, any buildings which are Common Elements of Horizon, a Condominium, as defined in the Declaration. The Property includes, without limitation: (1) the Property which is located within, or adjacent to, the South Jefferson Easement Property, the Morning Sun Easement Property, Meadow Brook Road and the 20' MBCP (Meadow Brook Corporate Park) Easement areas, the approximate locations of which are shown on Exhibit 1 attached hereto; and (2) all rights and interests of Grantor arising out of, or in connection with, the following documents:

a. Sewer Line Easement and Connection Agreement, dated as of August 1, 1986 and recorded in Book 043, page 611;



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b. First Modification to Sewer Line Easement and Connection Agreement, dated as of August 14, 1986 and recorded in Book 086, page 355; and

c. Quitclaim Deed with Reservation of Rights, dated January 31, 1994 and recorded as Instrument 1994-03407;

provided, however, Grantor is not conveying to Grantee any right, title or interest it may have arising out of, or in connection with, the Storm Sewer and Drainage Easement, dated as of September 23, 1985 and recorded in Book 086, page 349.

When a document is referred to herein as recorded, it is recorded in the office of the Judge of Probate of Shelby County, Alabama.

THE PROPERTY IS CONVEYED TO GRANTEE AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED.

To have and to hold to Grantee and its successors and assigns, forever.

In witness whereof, Horizon Condominium Association, Inc., has caused this deed to be executed by its duly authorized corporate officer on this the 23rd day of June, 2011.

(Signature)
(Printed Name)
(Title)

HORIZON CONDOMINIUM ASSOCIATION, INC.
BY: Pamela B. Douglas
PAMELA B DOUGLAS
ITS: President

ATTEST:

Tracy C. Palmer
Its Secretary

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that PAMELA B. DOUGLAS, whose name as PRESIDENT of Horizon Condominium Association, Inc., an Alabama corporation, is signed to the foregoing quitclaim deed and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

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Given under my hand and official seal, the 23rd day of June, 2011.

Sam R. Laurent
Notary Public, My commission expires March 4, 2013

AFFIX SEAL

The undersigned SWWC Utilities, Inc., does hereby accept the Property, which is described or referred to in the foregoing quitclaim deed.

Executed on this 22 day of June, 2011

SWWC UTILITIES, INC.

(Signature)
(Printed Name)
(Title)

BY:

Keith Fischer
Keith Fischer

ITS:

Managing Director - Operations

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Shelby Cnty Judge of Probate, AL
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Exhibit A

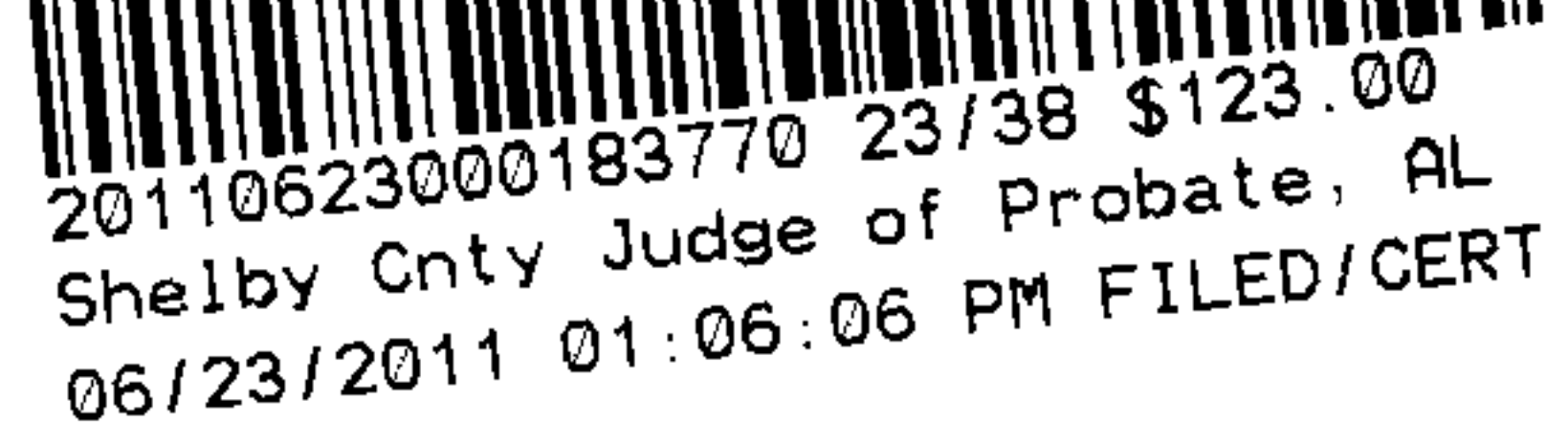
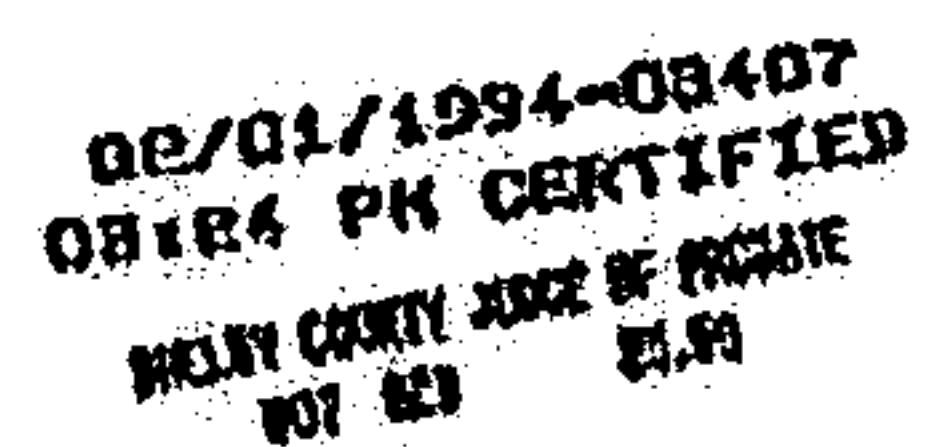


EXHIBIT D



20110623000183770 24/38 \$123.00
Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA

SHELBY COUNTY

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the assumption by SWWC Utilities, Inc., a Delaware corporation (hereinafter called SWWC), of certain liabilities and obligations, in accordance with the terms of the Agreement, dated as of the 23rd day of June, 2011, between Horizon Condominium Association, Inc., an Alabama corporation (hereinafter called Association), and SWWC, the sufficiency of which Association hereby acknowledges, Association ~~does hereby~~ sell and convey to SWWC, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, all of Association's right, title and interest in and to all of the following which are located in Shelby County, Alabama:

all lift stations, trunk lines, sewer lines, sewer taps, meters, pipes, drains and conduits and all other equipment and property (whether such equipment and property is real property or personal property, or a combination thereof) which is used or may be used in connection with one or more sanitary sewer systems, or any part thereof, or which is appurtenant to a sanitary sewer system, or any part thereof, except for any sewer lines, pipes and conduits and such other equipment and property which are: (1) a part of the Private Elements of Horizon, a Condominium, as defined in the Declaration of Condominium for Horizon, a Condominium, as recorded in the office of the Judge of Probate of Shelby County, Alabama in Book 28, Page 141 ("Declaration"); or (2) located within the exterior or perimeter walls of, or beneath, any buildings which are Common Elements of Horizon, a Condominium, as defined in the Declaration. The Property includes, without limitation: (1) the Property which is located within, or adjacent to, the South Jefferson Easement Property, the Morning Sun Easement Property, Meadow Brook Road and the 20' MBCP (Meadow Brook Corporate Park) Easement areas, the approximate locations of which are shown on Exhibit 1 attached hereto; and (2) all rights and interests of Grantor arising out of, or in connection with, the following documents:

a. Sewer Line Easement and Connection Agreement, dated as of August 1, 1986 and recorded in Book 043, page 611;

b. First Modification to Sewer Line Easement and Connection Agreement, dated as of August 14, 1986 and recorded in Book 086, page 355; and


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Shelby Cnty Judge of Probate, AL
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c. Quitclaim Deed with Reservation of Rights, dated January 31, 1994 and recorded as Instrument 1994-03407;

provided, however, Grantor is not conveying to Grantee any right, title or interest it may have arising out of, or in connection with, the Storm Sewer and Drainage Easement, dated as of September 23, 1985 and recorded in Book 086, page 349.

When a document is referred to herein as recorded, it is recorded in the office of the Judge of Probate of Shelby County, Alabama.

IN WITNESS WHEREOF, Horizon Condominium Association, Inc. has caused this instrument to be executed by its duly authorized corporate officer, on this 23rd day of June, 2011.

HORIZON CONDOMINIUM ASSOCIATION, INC.

(Signature)
(Printed Name)
(Title)

BY:

ITS:

Pamela B. Douglas
PAMELA B DOUGLAS
President

ATTEST:

Tracy C. Palmer
Its Secretary

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that PAMELA B. DOUGLAS, whose name as PRESIDENT of Horizon Condominium Association, Inc., an Alabama corporation, is signed to the foregoing bill of sale and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

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Given under my hand and official seal, the 23rd day of June, 2011.

James R. Bennett
Notary Public, My commission expires March 4, 2013

AFFIX SEAL

The undersigned SWWC Utilities, Inc., does hereby accept the Property, which is described or referred to in the foregoing bill of sale.

Executed on this 22 day of June, 2011

SWWC UTILITIES, INC.

(Signature) BY: Keith Fischer
(Printed Name) Keith Fischer
(Title) ITS: Managing Director - Operations

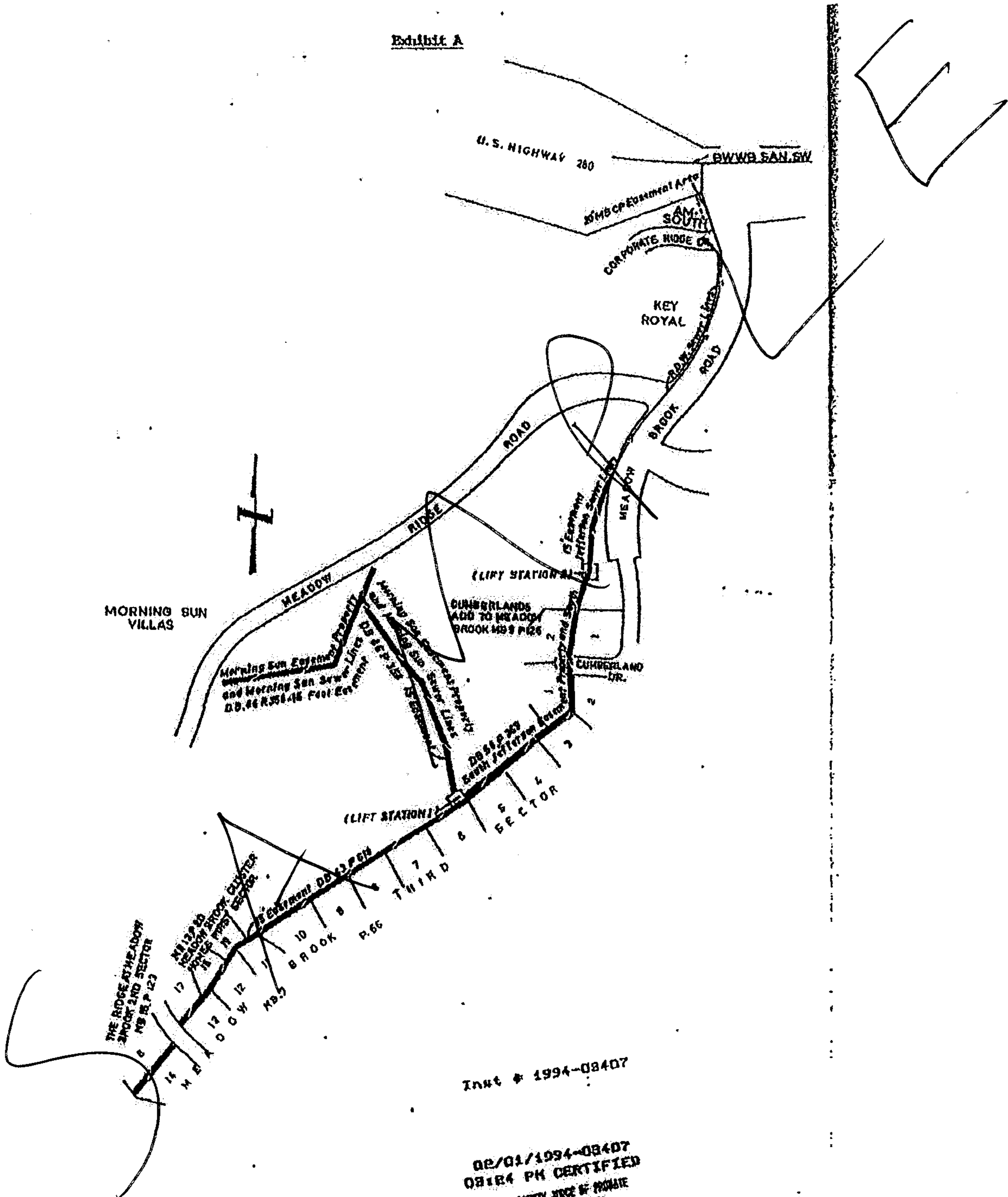


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S
A
M

EXHIBIT I

Exhibit A



Invt # 1994-08407

02/01/1994-08407
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SHELBY COUNTY JUDGE OF PROBATE
NOT 023 01.00

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EXHIBIT E



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Shelby Cnty Judge of Probate, AL
06/23/2011 01:06:06 PM FILED/CERT

This Instrument Prepared By:

Benjamin S. Goldman

Hand Arendall LLC

1200 Park Place Tower

2001 Park Place North

Birmingham, AL 35203

STATE OF ALABAMA

SHELBY COUNTY

RATIFICATION OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: Pursuant to Section 35-8A-312 of the *Code of Alabama* (1975), _____ (hereinafter called "Unit Owner," whether one or more) avers that the Unit Owner is/are the owner or owners of Unit _____ of the Horizon Condominium, according to the Declaration of Condominium for Horizon, a Condominium, as recorded in the office of the Judge of Probate of Shelby County, Alabama in Instrument No. 2001-40927 and that the Unit Owner is/are entitled to cast a vote in the Horizon Condominium Association, Inc., an Alabama corporation organized pursuant to the Alabama Uniform Condominium Act of 1991 ("Association"). Unit Owner agrees to the conveyance of certain alleged Common Elements held by the Association in accordance with the terms of the Agreement, dated as of the 23rd day of June, 2011, between the Association and SWWC Utilities, Inc. and recorded in the office of the Judge of Probate of Shelby County, Alabama in _____. Unit Owner understands that this Ratification of Agreement shall in no way deprive his/her/their unit of its rights of access and support.


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IN WITNESS WHEREOF, the Unit Owner has/have hereunto set his/her/their respective hand(s) and seal(s) on this _____ day of _____, 2011.

UNIT OWNER(S):

(Unit Owner's Signature)	_____
(Unit Owner's Printed Name)	_____
(Unit Owner's Signature)	_____
(Unit Owner's Printed Name)	_____
(Association Unit Number)	_____

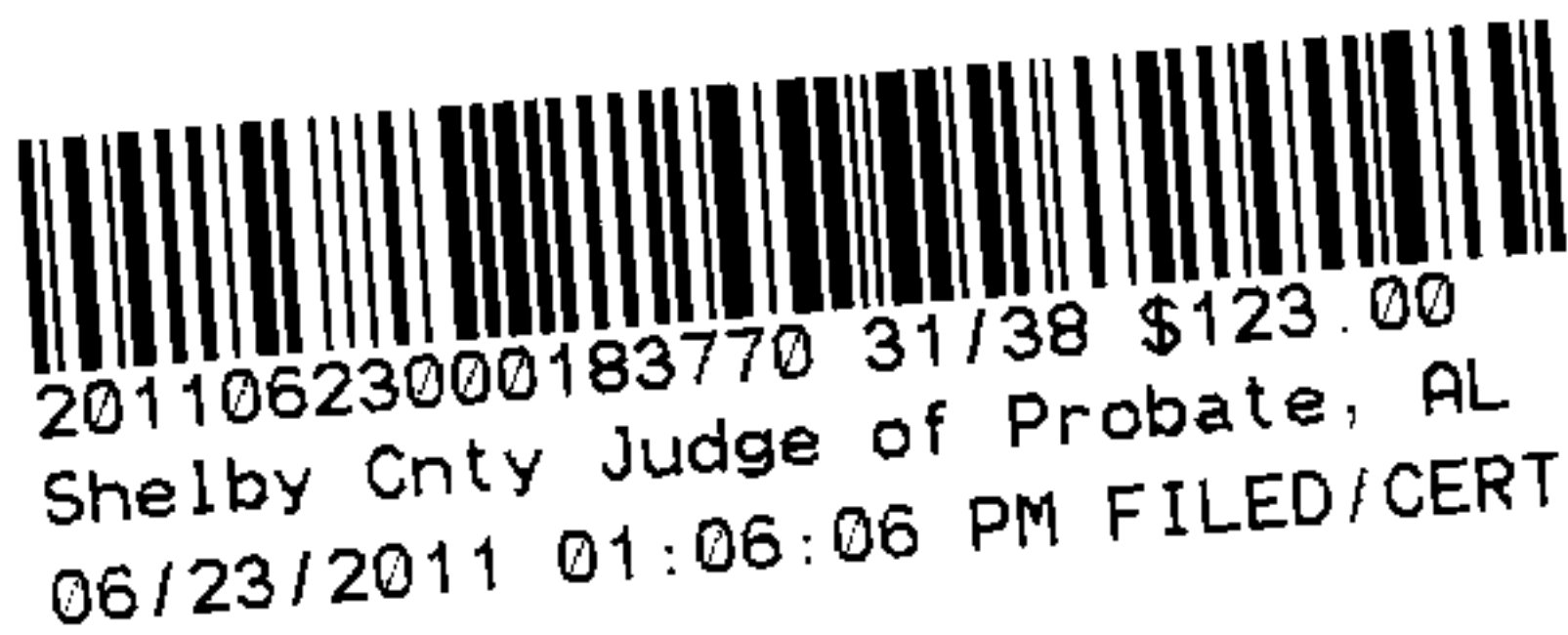
STATE OF _____)
COUNTY OF _____)

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name(s) is (are) signed to the foregoing Ratification of Agreement, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of the Ratification of Agreement, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this _____ day of _____, 2011.

{SEAL}

Notary Public
My Commission Expires: _____



This Instrument Prepared By:
Benjamin S. Goldman
Hand Arendall LLC
1200 Park Place Tower
2001 Park Place North
Birmingham, AL 35203

STATE OF ALABAMA

SHELBY COUNTY

RATIFICATION OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: Pursuant to Section 35-8A-312 of the *Code of Alabama* (1975), _____ a/an _____ corporation (hereinafter called "Unit Owner," whether one or more), avers that the Unit Owner is the owner of Unit _____ of the Horizon Condominium, according to the Declaration of Condominium for Horizon, a Condominium, as recorded in the office of the Judge of Probate of Shelby County, Alabama in Instrument No. 2001-40927, and that the Unit Owner is entitled to cast a vote in the Horizon Condominium Association, Inc., an Alabama corporation organized pursuant to the Alabama Uniform Condominium Act of 1991 ("Association"). Unit Owner agrees to the conveyance of certain alleged Common Elements held by the Association in accordance with the terms of the Agreement, dated as of the 23rd day of June, 2011, between the Association and SWWC Utilities, Inc. and recorded in the office of the Judge of Probate of Shelby County, Alabama in _____. Unit Owner understands that this Ratification of Agreement shall in no way deprive its unit of its rights of access and support.


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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, the Unit Owner has caused this instrument to be executed by its duly authorized corporate officer on this _____ day of _____, 2011.

UNIT OWNER(S):

(Officer's Signature)
(Officer's Printed Name)
(Officer's Printed Title)
(Association Unit Number)

BY _____
ITS _____

STATE OF _____
_____ COUNTY

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that _____, whose name as _____ of _____, 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 the 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 this _____ day of _____, 2011.

Notary Public

My commission expires:
_____, 20____.

AFFIX SEAL

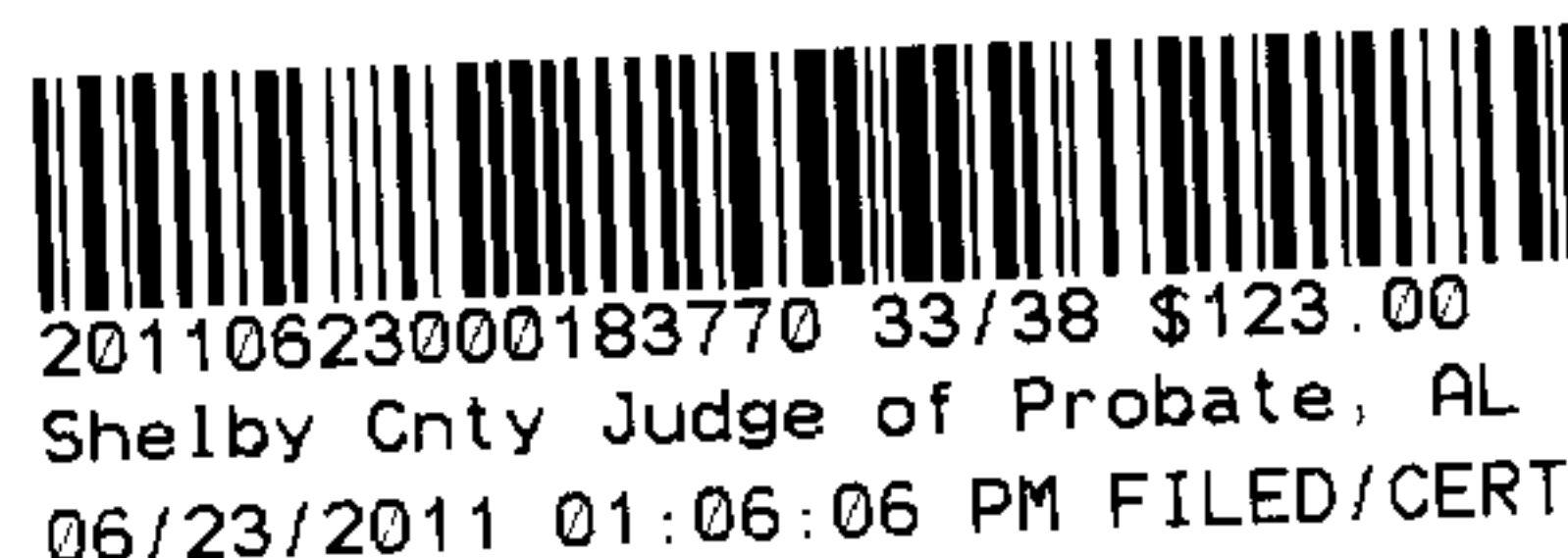


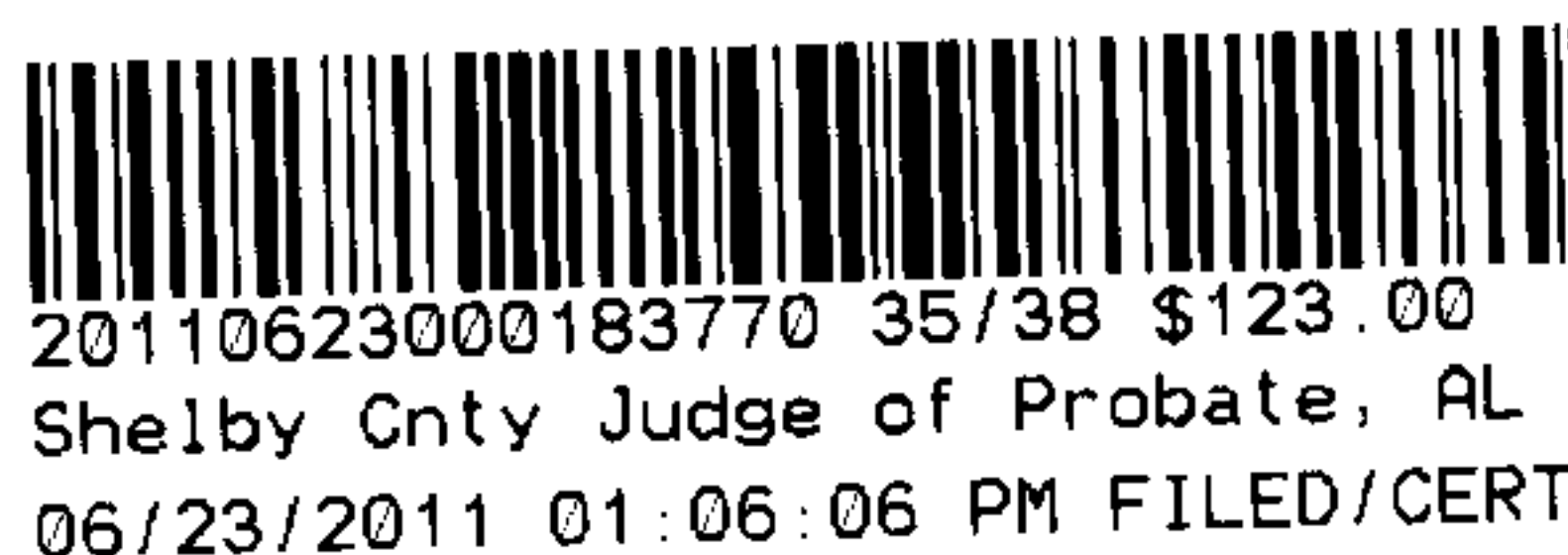
EXHIBIT F


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Shelby Cnty Judge of Probate, AL
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LISTING OF BOOKS AND RECORDS RELATED TO THE LIFT STATIONS
THAT ARE A PART OF THE SUBJECT CONVEYANCE

The following books, records, and items are being provided to SWWC Utilities, Inc., by Horizon Condominium Association, Inc., at the time of execution of the Agreement. The parties acknowledge that Horizon Condominium Association, Inc., is not producing any items that are protected from disclosure by the attorney-client privilege or the attorney work product privilege. Furthermore, Horizon Condominium Association, Inc., has not undertaken to produce correspondence between SWWC Utilities, Inc., and Horizon Condominium Association, Inc., and/or their respective attorneys and representatives as that correspondence is equally available to SWWC Utilities, Inc. The production consists of those books and records that have been maintained during the period of its property management agreement with Rental Managers, Inc. (RMI), the Association's current property management company.

- Keys for the lift stations that are a part of the Subject Conveyance.
- Correspondence between Enviro Management Company (EMC) and the Alabama Department of Environmental Management (ADEM) dated June 8, 2011.
- Correspondence between EMC and ADEM dated April 14, 2011, including Sanitary Sewer Overflow Event Reporting Form.
- Correspondence from EMC to RMI dated September 28, 2010.
- EMC's notes from a meeting with ADEM.
- Product information on EBAA Iron, Inc., Mega-Coupling Series 3800 Restrained Coupling.
- Folder of Inspection Log reports for the lift stations that are a part of the Subject Conveyance from November 10, 2008, through November 29, 2010.
- RMI's Transaction Detail for Equipment Repairs by Account for Horizon Condominium Association for March 2008 through June 2011.
- RMI's Transaction Detail for Hydraulic Repairs by Account for Horizon Condominium Association for March 2008 through June 2011.
- RMI's Transaction Detail for Water Utilities by Account for Horizon Condominium Association for March 2008 through June 2011.
- RMI's Transaction Detail for Electricity Utilities by Account for Horizon Condominium Association for March 2008 through June 2011.
- July 19, 2009, correspondence from EMC to RMI.
- January 5, 2009, correspondence from EMC to RMI.
- Chain of correspondence last dated February 3, 2009, between EMC and RMI.
- Correspondence dated January 30, 2009, from EMC to RMI.
- Correspondence dated June 8, 2011, from EMC to RMI.
- Correspondence dated September 28, 2010, from EMC to RMI.
- Chain of correspondence last dated September 27, 2010, between EMC and RMI.
- Photographs of the lift stations that are a part of the Subject Conveyance.
- Correspondence from EMC to RMI dated June 21, 2011, with invoices dated October 21, 2008, through June 2, 2011, from EMC to RMI related to the lift stations that are a part of the Subject Conveyance.



- Inspection Log for the lift stations that are a part of the Subject Conveyance from December 7, 2010, through June 21, 2011, including the log of amps for April 21, 2010, through November 22, 2010.
- History of power bills through June 25, 2010.
- Note of June 1, 2011, telephone calls.
- Correspondence between EMC and RMI regarding the lift stations that are a part of the Subject Conveyance.
- Correspondence between RMI and Benjamin S. Goldman regarding the lift stations that are a part of the Subject Conveyance.
- Documents related to repairs of the lift stations that are a part of the Subject Conveyance by EMC.
- Documents related to the service agreement between EMC and Horizon Condominium Association, Inc., regarding the lift stations that are a part of the Subject Conveyance.
- Photographs of the lift stations that are a part of the Subject Conveyance.
- Operating instructions for the lift stations that are a part of the Subject Conveyance.
- A diagram of the lift stations that are a part of the Subject Conveyance.
- July 2, 2008, written complaint from Bob Hand related to the lift stations that are a part of the Subject Conveyance.
- May 17, 2010, note of telephone complaint from George Lawson related to the lift stations that are a part of the Subject Conveyance.
- Evaluation of Birmingham Water Works & Sewer Board, Riverview Sewage Lift Stations, for Lift Station No. 14 Location Plan.
- Evaluation of Birmingham Water Works & Sewer Board, Riverview Sewage Lift Stations, for Lift Station No. 15 Location Plan.
- October 10, 2008, note of telephone complaint from Terry Macaluso related to the lift stations that are a part of the Subject Conveyance.
- October 9, 2008, note concerning the log books related to the lift stations that are a part of the Subject Conveyance.
- November 1, 1994, Maintenance Agreement Invoice related to the lift stations that are a part of the Subject Conveyance.
- December 2, 1994, letter from The Birmingham Water Works Board to Debbie Ward of the Morning Sun Villas related to the lift stations that are a part of the Subject Conveyance.
- May 29, 2008, written complaint from Robert D. Hand related to the lift stations that are a part of the Subject Conveyance.
- Log Book for Lift Station No. 15 for February 15, 2008, through September 30, 2008, and Log Book for Lift Station No. 14 for February 15, 2008, through September 30, 2008, accompanied by correspondence dated October 14, 2008 from Terry McElheny.
- The file for the lift stations that are a part of the Subject Conveyance that was maintained by the Water Works & Sewer Board of the City of Birmingham and furnished to Horizon Condominium Association, Inc., by SWWC Utilities, Inc.



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 Shelby Cnty Judge of Probate, AL
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EXHIBIT G


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Shelby Cnty Judge of Probate, AL
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PLANNED IMPROVEMENTS TO THE LIFT STATIONS
THAT ARE A PART OF THE SUBJECT CONVEYANCE

LIFT STATION NO. 14

LOCATED AT 131 MEADOWCROFT CIRCLE, BIRMINGHAM, AL 35243

SWWC shall furnish all labor and equipment to:

- Replace one (1) pump that is inoperable with modern grinder pump;
- Remove and replace all associated piping inside of the wet well;
- Remount base elbows to the floor;
- Remove and replace old guide rail system;
- Remove and replace gate valves;
- Bypass the station during work duration; and
- Replace the control panel with modern control panel.

LIFT STATION NO. 15

LOCATED AT 640 MEADOW RIDGE DRIVE, BIRMINGHAM, AL 35243

SWWC shall furnish all labor and equipment to:

- Replace one (1) pump that is inoperable with modern grinder pump;
- Remove and replace all associated piping inside of the wet well;
- Remount base elbows to the floor;
- Remove and replace old guide rail system;
- Remove and replace gate valves;
- Bypass the station during work duration; and
- Replace the control panel with modern control panel.

