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AGREEMENT CONCERNING SEWER SYSTEM

THIS AGREEMENT made this 25th day of November, 1981, by and between THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF PELHAM (the "Owner") and 2154 TRADING CORPORATION, a New York corporation (the "Developer").

R E C I T A L S:

Contemporaneously with the execution and delivery of this Agreement, Developer is selling to Owner all that certain property described in Exhibit "A" which is attached hereto and made a part hereof (the "Property"), which is part of a development known as Inverness Center being developed by Developer. Developer is the owner of a private sewage treatment facility (the "Sewer System") which presently serves the Inverness Center. The parties hereto desire to enter into an agreement relating to the Sewer System.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, Owner and Developer covenant and agree as follows:

1. Developer grants Owner the right to tie on to the existing sanitary sewer lines of Developer, as shown on the survey of Bethel W. Whitson Company, Inc., dated August 7, 1981, and to use the Sewer System so long as Developer operates the same to serve the Property. In consideration of Developer granting Owner such right, Owner agrees to pay Developer such reasonable tap fees for the connection to the Sewer System, as Developer may reasonably charge and, in addition, monthly charges in a reasonable amount which will not exceed those charges for similar services in Jefferson County, Alabama.

Lange, Simpson, Robinson & S
Somerville
1700 First Alabama Bank Building
417 North 20th Street
Birmingham, Alabama 35203

Attn: Mr. John Holditch

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2. Nothing contained herein shall require or obligate Developer to maintain the Sewer System, or any part thereof, and, upon sixty (60) days notice to Owner, Developer may cease providing such service at any time in its sole discretion.

3. So long as Developer is furnishing such service for Owner, Owner covenants and agrees that in the event it conveys all or any portion of the Property, it shall require the purchaser thereof to assume the obligations of the Owner under the terms of this Agreement. It is the intent of the parties hereto that this Agreement shall bind and be enforceable against all subsequent owners of the Property.

4. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be properly executed by their duly authorized officers as of the date first above written.

THE INDUSTRIAL DEVELOPMENT BOARD OF
THE TOWN OF PELHAM

By *Donal M. Speck*
Its Chairman

TAYLOR & MATHIS OF ALABAMA, INC.
Agent for 2154 Trading Corporation
d/b/a Inverness Center

ATTEST:

Its _____

By *W. M. Karpulinski*
Its V. P.

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Daniel M. Spitzer, whose name as Chairman of The Industrial Development Board of the City of Pelham, a public 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 and official seal this 25th day of November, 1981.

C. W. Hedden
Notary Public

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

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I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Leo M. Karpeles, Jr., whose name as Vice President of Taylor & Mathis of Alabama, Inc., Agent for 2154 Trading Corporation, a New York 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, in its capacity as Agent for 2154 Trading Corporation.

Given under my hand and official seal this 25 day of November, 1981.

C. W. Hedden
Notary Public

This instrument was prepared by J. Fred Powell, Attorney at Law, 1600 Bank for Savings Building, Birmingham, Alabama 35203.

EXHIBIT "A"

A part of the Southwest Quarter of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Southeast Corner of the Southwest Quarter of Section 36, Township 18 South, Range 2 West and run North along the East line of the Southwest Quarter 2513.59 feet to a point on the Southerly right of way line of U.S. Highway #280; thence backsighting on last course turn an interior angle right of $119^{\circ}05'10''$ and run Northwesternly 119.32 feet to a point on the centerline of the Southerly bound lanes of Inverness Center Drive; thence backsighting on last course turn an interior angle right of $94^{\circ}10'39''$ and run Southwesterly 281.94 feet along said centerline to the point of curve to the right; running thence Southwesterly along the arc of said curve having a chord of 155.15 feet that forms an interior angle to the left of $169^{\circ}29'$ to chord and an arc distance of 156.02 feet (said curve having a radius of 425.02 feet and a central angle of $21^{\circ}02'$); thence backsighting last chord turn an interior angle left of $159^{\circ}29'$ and run Southwesterly 151.38 feet along said centerline to a point of curve to the left; running thence Southwesterly to Southeasterly along the arc of said curve having a chord of 280.45 feet that forms an interior angle to the right of $150^{\circ}41'38''$ to chord and an arc distance of 293.06 feet (said curve having a radius of 286.48 feet and a central angle of $58^{\circ}36'44''$); thence backsighting last chord turn an interior angle left of $119^{\circ}18'22''$ and run Westerly 28.0 feet to the point of beginning being on the Westerly right of way of Inverness Center Drive; thence backsighting last course turn an interior angle right of $90^{\circ}00'$ and run Southeasterly 124.65 feet along said right of way to a point of curve to the right; running thence Southwesterly along the arc of said curve having a chord of 209.81 feet that forms an interior angle to the left of $164^{\circ}37'48''$ to chord and an arc distance of 212.35 feet (said curve having a radius of 395.77 feet and a central angle of $30^{\circ}44'30''$); thence backsighting last chord turn an interior angle left of $111^{\circ}05'46''$ to chord and run Southwesterly 303.17 feet; thence backsighting last course turn an interior angle left of $92^{\circ}56'$ and run Northerly 25.25 feet along the shoreline of Lake Heather; thence backsighting last course turn an interior angle left of $226^{\circ}33'$ and run Northwesternly 85.30 feet along said shoreline; thence backsighting last course turn an interior angle left of $161^{\circ}42'$ and run Northwesternly 35.63 feet along said shoreline; thence backsighting last course turn an interior angle left of $153^{\circ}40'38''$ and run Northwesternly 23.6 feet along said shoreline; thence backsighting last course turn an interior angle left of $144^{\circ}23'20''$ and run Northeasterly 80.85 feet along said shoreline; thence backsighting last course turn an interior angle left of $161^{\circ}33'30''$ and run Northeasterly 34.90 feet along said shoreline; thence backsighting last course turn an interior angle left of $159^{\circ}31'30''$ and run Northeasterly 80.68 feet along said shoreline; thence backsighting last course turn an interior angle left of $190^{\circ}06'$ and run Northeasterly 131.53 feet along said shoreline; thence backsighting last course turn an interior angle left of $155^{\circ}21'30''$ and run Northeasterly 100.45 feet along said shoreline; thence backsighting last course turn an interior angle left of $227^{\circ}55'$ and run Northeasterly 29.00 feet along said shoreline; thence backsighting last course turn an interior angle left of $113^{\circ}15'$ and run Easterly 65.12 feet along said shoreline; thence backsighting last course turn an interior angle left of $230^{\circ}02'30''$ and run Northeasterly 55.68 feet to a point on the Westerly right of way of Inverness Center Drive; thence backsighting last course turn an interior angle left of $59^{\circ}44'09''$ to the chord of a curve to the right; running thence Southerly along the arc of said curve being on said right of way having a chord of 16.60 feet and an arc distance of 16.93 feet (said curve having a radius of 25.0 feet and a central angle of $38^{\circ}48'$); thence backsighting on last chord turn an interior angle left of $164^{\circ}04'15''$ to the chord of a curve to the left; running thence Southerly along the arc of said curve being on said right of way having a chord of 38.11 feet and an arc distance of 38.13 feet (said curve having a radius of 314.48 feet and a central angle of $6^{\circ}56'30''$) to the point of beginning. Said parcel contains 2.86179 acres.

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