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STATE OF ALABAMA )

SHELBY COUNTY )

AGREEMENT

THIS AGREEMENT is made and entered into by and between 280 Associates, Ltd., an Alabama limited partnership (the "Partnership") and C. Beaty Hanna, an individual ("Hanna").

R E C I T A L S:

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The Partnership owns certain real property located in Shelby County, Alabama which is more particularly described on Exhibit "A" to this Agreement ("Parcel 1"). Hanna owns certain real property contiguous to Parcel 1 and also situated in Shelby County, Alabama, which is more particularly described on Exhibit "B" to this Agreement ("Parcel 2"). The Partnership desires to develop and construct office buildings on Parcel 1. As a condition to providing water service to Parcel 1, the Water Works Board of the City of Birmingham (the "Water Works Board") has required that the Partnership develop and implement a sedimentation and erosion control plan to insure protection of the Cahaba watershed. The Sedimentation and Erosion Control Plan so developed by the Partnership (the "Plan") requires that the Partnership and Hanna enter into a written agreement to evidence Hanna's consent to storm drainage across certain portions of Parcel

Thomas Galisfero et al 1600 Bauldwin  
Bldg. B'ham 3

2 from Parcel 1. Hanna has agreed to consent to such drainage on the condition that the Partnership or its successors and assigns will agree to reimburse Hanna or his successors and assigns for the increase in the cost of developing Parcel 2 as a result of the acceptance of an increased amount of surface water resulting from the development of Parcel 1 in accordance with the Plan. The Partnership and Hanna have reached an agreement as to the sharing of cost of the installation of a storm drainage system upon the future development of Parcel 2 based on the estimated increase in the amount of surface water which will flow from Parcel 1 to Parcel 2 as a result of the development of Parcel 1 and the proposed method of handling storm drainage upon the future development of Parcel 2. The parties desire to enter into this Agreement to reflect the terms and conditions of their agreement with respect to storm drainage on Parcel 1 and Parcel 2.

#### AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES and other good and valuable consideration, the parties hereto do agree as follows:

1. The Partnership with the assistance of Walter Schoel Engineering Company has developed a Sedimentation and Erosion Control Plan for Cahaba Office Park, (the "Plan") which is reflected on the drawing prepared by Walter Schoel Engineering Co. entitled Cahaba Office Park Sedimentation

and Erosion Control Plan and dated August 20, 1982, as revised December 20, 1982 and January 11, 1983. Hanna has had an opportunity to review the Plan and agrees to the implementation of the Plan in accordance with the specifications therein set forth.

2. Subject to the terms and conditions of paragraph 3 below Hanna hereby agrees and consents to the following:

(a) The construction of a drainage system by the Partnership for the benefit of Parcel 1 to provide energy dissipation for erosion and sedimentation control consisting of fifty linear feet of 4"-6" stone, two feet thick and ten feet wide to be laid in the existing drainage way as provided in the Plan upon each of the following described portions of property situated on Parcel 2:

Area No. 1.

An area for construction of 10.0 ft. wide by 50 ft. long by 2.0 feet deep rip-rap zone for erosion and sedimentation control lying 5.0 ft. on each side of the following described centerline:

Commence at the N.E. corner of the N.W. 1/4 of the N.W. 1/4 of Section 36, Township 18 South, Range 2 West and run south along the East line of said 1/4-1/4 a distance of 586.79 feet to the point of beginning of said centerline; thence turn an angle of 82° 44' 30" to the left and run in a Southeasterly direction a distance of 50.00 feet to the point of ending.

Area No. 2.

An area for construction of 10.0 ft. wide by 50 ft. long by 2.0 ft. deep rip-rap for erosion and sedimentation control lying 5.0 ft. on each side of the following described centerline:

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Commence at the N.E. corner of the N.W. 1/4 of the N.W. 1/4 of Section 36, Township 18 South, Range 2 West and run South along the East line of said 1/4-1/4 a distance of 747.72 feet to the point of beginning of said centerline; thence turn an angle of 120° 21' to the left and run in a Northeasterly direction a distance of 50.00 feet to the point of ending.

Hanna agrees to provide the Partnership with all necessary rights of access, ingress and egress for the construction and maintenance of said drainage system.

(b) The construction of a drop inlet on Parcel 1 as set forth on the Plan and to the discharge of the drainage therefrom in order to divert said drainage into the mine shaft opening on the property of Hanna.

(c) The diversion of surface water from Parcel 1 into the drainage areas located on Parcel 2 as set forth in the Plan.

3. In consideration of the foregoing covenants which inure to the benefit of Parcel 1, the Partnership hereby agrees to pay Hanna cash in the amount of \$750.00 and further agrees to the following covenants which shall inure to the benefit of Parcel 2:

(a) In the event that Hanna desires to develop Parcel 2 and to remove the storm drainage system described in subparagraph (a) of paragraph 2 above, Hanna agrees not to remove said storm drainage system until the Water Works Board has approved an alternative sedimentation and erosion control plan for storm drainage from Parcel 1. If such alternative sedimentation and

erosion control plan requires the substitution of a similar storm drainage system (i.e., rip-rap zone for erosion and sedimentation control) in a different location, the Partnership agrees to reimburse Hanna for the cost actually incurred by Hanna in constructing said substitute storm drainage system. Notwithstanding the foregoing, the liability of the Partnership hereunder shall not exceed the cost of constructing a storm drainage system consisting of fifty linear feet of 4"-6" stone having a depth of two feet and width of ten feet.

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(b) In the event that the development of Parcel 2 requires the installation of a culvert across Parcel 2 for storm drainage, the Partnership agrees to reimburse Hanna for 13.64% (representing the percentage difference in the current cost of installing 48" concrete pipe as opposed to 42" concrete pipe") of the cost actually incurred by Hanna in the installation of a storm drainage culvert across Parcel 2. Notwithstanding the foregoing, the liability of the Partnership hereunder shall not exceed an amount equal to 13.64% of the cost of installation of a storm culvert using 48" concrete pipe for a distance of 1,442 feet.

(c) Any claim for reimbursement shall be made by delivery of written notice to the Partnership or the then owner(s) of Parcel 1. The Partnership, its successors and assigns, shall have a period of forty-five

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days after receipt of such notice to reimburse Hanna as required under this Agreement. In the event that the Partnership shall default in the reimbursement of Hanna as required under subparagraph (a) and/or subparagraph (b) of this paragraph 3, Hanna shall have the right to revoke his agreement to accept the surface water from Parcel 1 as provided in subparagraph (c) of paragraph 2 of this Agreement.

4. The covenants herein set forth shall run with the land and shall inure to the benefit of, and be binding upon, the successors and assigns of the Partnership with respect to Parcel 1 and the heirs, representatives, successors and assigns of Hanna with respect to Parcel 2.

5. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement on this 24 day of Jan., 1983.

280 ASSOCIATES, LTD.

By: [Signature]  
Frank Kovach, Jr., General  
Partner

By: [Signature]  
Billy D. Eddleman, General  
Partner

[Signature]  
C. Beaty Hanna

CONSENT

The undersigned SouthTrust Bank of Alabama, N.A.  
(formerly Birmingham Trust National Bank) in its capacity as  
mortgagee of the real property herein referred to as "Parcel  
1" and more particularly described on Exhibit "A" does  
hereby evidence its consent to the above and foregoing  
Agreement, and in the event that the undersigned shall  
succeed to the ownership of Parcel 1 by reason of foreclo-  
sure of its mortgage or otherwise, the undersigned and its  
successors and assigns agree to be bound by the terms and  
conditions set forth therein.

SouthTrust Bank of Alabama, N.A.

By Steve R. Morris  
Its Assistant Vice President

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STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, Mary Kay Bailey, a Notary Public in and for said county in said state, hereby certify that Frank Kovach, Jr. and Billy D. Eddleman, whose names as General Partners of 280 Associates, Ltd., a Partnership, are signed to the foregoing Agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement, they, as such partners and with full authority, executed the same voluntarily for and as the act of said partnership on the day the same bears date.

Given under my hand and official seal of office this 24th day of January, 1983.

Mary Kay Bailey  
Notary Public

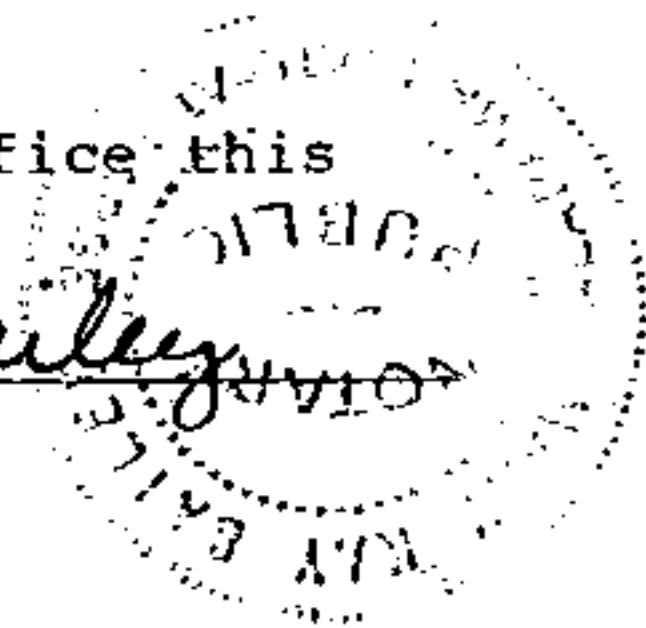


STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, Mary Kay Bailey, a Notary Public in and for said county in said state, hereby certify that C. Beaty Hanna, whose name 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 the above and foregoing Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 26th day of January, 1983.

Mary Kay Bailey  
Notary Public



STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, Julia L. Harris, a Notary Public in and for said county in said state, hereby certify that Steve A. Morris, whose name as Assistant Vice President of the SouthTrust Bank of Alabama, N.A., a 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 the above and foregoing Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal of office this 25th day of January, 1983.

Julia L. Harris  
Notary Public  
My Commission Expires August 28, 1985

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EXHIBIT "A"

Proposed Lot 1

That certain Lot 1, according to the Map of Cahaba Park South to be recorded in the Probate Office of Shelby County, Alabama, more particularly described as follows:

Commence at the N.W. corner of Section 36, Township 18 South, Range 2 West and run in an Easterly direction along the North line of the N.W. 1/4 of the N.W. 1/4 of said section a distance of 1317.56 feet to the N.E. corner of said 1/4-1/4 section; thence  $88^{\circ} 02' 30''$  to the right in a Southerly direction along the Easterly line of said 1/4-1/4 section a distance of 432.59 feet to the point of beginning; thence continue along the last stated course a distance of 388.63 feet to a point; thence  $37^{\circ} 43' 45''$  to the right in a Southwesterly direction a distance of 337.01 feet to a point on the Northeasterly right of way line of U.S. Highway #280; thence  $89^{\circ} 57' 15''$  to the right in a Northwesterly direction along the Northeasterly right of way line of U.S. Highway #280 a distance of 585.00 feet to a point; thence  $85^{\circ} 25' 34''$  to the right in a Northeasterly direction a distance of 202.00 feet to P.C. (point of curve) of a curve to the right having a radius of 1222.00 feet and a central angle of  $4^{\circ} 34' 26''$ ; thence along the arc of said curve to the right a distance of 97.55 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northeasterly direction a distance of 151.20 feet to a point; thence  $90^{\circ} 00'$  to the right in a Southeasterly direction a distance of 97.60 feet to a point; thence  $35^{\circ} 46'$  to the left in an Easterly direction a distance of 332.89 feet to the point of beginning.  
Contains 7.019 acres.

EXHIBIT "B"

The following described real property situated in Shelby County, Alabama, to-wit:

PARCEL I:

A part of the NW 1/4 of the NW 1/4 of Section 36, Township 18 South, Range 2 West, more particularly described as follows: Commence at the Southeast corner of said quarter-quarter section; thence in a Northerly direction along the Easterly line of said quarter-quarter section, a distance of 96.19 feet to the point of beginning; thence continue along last described course a distance of 425.00 feet; thence 142° 17' left in a southwesterly direction a distance of 336.19 feet; thence 90° left in a southeasterly direction a distance of 260.0 feet to the point of beginning.

PARCEL II:

The West 1/2 of the NE 1/4 of the NW 1/4 of Section 36, Township 18 South, Range 2 West, except a fractional part of an acre located in the southwest corner of said one-half quarter, heretofore condemned by the State of Alabama to widen the right of way of U.S. Highway Number 280, also known as the Florida Short Route.

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1993 FEB 15 AM 11:21

*Thomas P. ...*  
DOE OF ...

Dec 15.00  
Jud 1.00  

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16.00