

OC83-1116

AGREEMENT REGARDING SEWAGE TREATMENT SYSTEM

STATE OF ALABAMA
JEFFERSON COUNTY

THIS AGREEMENT, made and entered into by and between Tom Rast and William D. Sellers, a Partnership (hereinafter "Partnership") and Algernon Blair, Inc., C. B. Shewmake, C. B. Shewmake, Jr., and Michael A. Mouron, doing business as Altadena Forest Partners, an Alabama General Partnership, (hereinafter "Altadena") on this the 31 day of May 1983.

WITNESSETH:

WHEREAS, Altadena has purchased from Partnership certain real property on which is situated 213 apartment units, said real property being described in attached Exhibit "A" and known sometimes as Altadena Forest Apartments; and

WHEREAS, there was an agreement (the "Sewer Agreement") executed on, to-wit: the 1st day of May, 1979, by and between the Partnership and Lankford Investment Company, Ltd., an Alabama Limited Partnership, (hereinafter "Lankford") and its assigns regarding the private sewage treatment plant together with the attendant sewage lines and component parts (hereinafter referred to as the "Private Sewage Treatment System") which is located on the real property described in Exhibit "A" and the rights of the owners of property described on Exhibit "B" attached hereto, which said land consists of approximately 24 acres and is adjacent to and contiguous to the real property described in Exhibit "A"; and

WHEREAS, Partnership is desirous of assigning its rights, duties and liabilities under the Sewer Agreement dated the 1st day of May, 1979; and

WHEREAS, Altadena is desirous of accepting the assignment of the Sewer Agreement and assuming the rights, duties, and liabilities under said Sewer Agreement dated the 1st day of May, 1979;

51 PAGE 667

NOW, THEREFORE, In consideration of the mutual covenants and promises hereto and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

(1) Partnership assigns all of its rights, duties and liabilities in and under the Sewer Agreement dated the 1st day of May, 1979, to Altadena.

(2) Altadena accepts the assignment of Partnership's rights, duties and liabilities set forth in the Sewer Agreement dated the 1st day of May, 1979, and in addition thereto, agrees to indemnify and hold Partnership harmless from any and all claims, actions, or causes of action which may arise after the date of this agreement including but not limited to attorney's fees.

(3) Partnership agrees to indemnify and hold Altadena harmless from any claims, actions or causes of action which may arise out of the rights, duties and liabilities under the Sewer Agreement prior to the date of this agreement.

(4) Partnership and Altadena agree that the tie-on fees or monthly fees set forth in the Sewer Agreement dated the 1st day of May, 1979, have not been fully charged or collected. Partnership assigns any and all of its rights to make any correction or adjustments to same to Altadena and Altadena expressly releases and discharges Partnership from any rights, duties, liabilities or obligations pertaining to the collection of any of said fees and agrees to indemnify and hold Partnership harmless with respect to any counter claims asserted in connection with Altadena's efforts, if any, to charge or collect any fees as charges which accrued prior to the date hereof.

IN WITNESS WHEREOF, The Parties hereto have hereunto
set their hands and seals on this the 31 day of
May, 1983.

Tom Rast and William D. Sellers
An Alabama General Partnership

By: Tom Rast
TOM RAST, Its General Partner

By: William D. Sellers
WILLIAM D. SELLERS, Its General Partner

Algernon Blair, Inc., C. B. Shewmake,
C. B. Shewmake, Jr., and Michael A.
Mouron, doing business as Altadena
Forest Partners, an Alabama General
Partnership

By: Michael A. Mouron
Its General Partner

BOOK 51 PAGE 669

EXHIBIT "A"

A tract of land situated in the NW 1/4 of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama, said tract being part of Block 2 of Altadena Park, as recorded in Map Book 5, Page 73, part of Lot 1, Butte Woods Ranch Addition to Altadena Valley as recorded in Map Book 5, Page 1, all recorded in the Probate Office of Shelby County, Alabama, said tract of land more particularly described as follows:

Commence at the Southwest corner of the NE 1/4 - NW 1/4 of said Section 3, and run thence Easterly along the South line thereof 69.02 feet; thence turn 69° 30' 50" right and run Southeasterly 96.27 feet to the point of beginning, said point being on the Northerly line of Lot 1 of said Altadena Park; thence turn 90° 00' left and run Northeasterly 240.0 feet to the Northern most corner of said Lot 1; thence turn 90° 58' 45" right and run Southeasterly 149.79 feet to the Southeast corner of said Lot 1; thence turn 6° 16' 15" right and run Southeasterly along the Easterly line of Lot 2 of said subdivision 144.94 feet to the most Easterly corner of Lot 2; thence turn 17° 01' 15" right and run Southerly along the Easterly line of Lot 3 of said subdivision for 57.52 feet to a point on last said lot line; thence turn 106° 56' 15" left and run Northeasterly 128.13 feet; thence turn 84° 50' right and run Southeasterly for 195.00 feet; thence turn 20° 59' 30" left and run Southeasterly for 333.22 feet; thence turn 52° 39' 30" left and run Easterly for 150.00 feet; thence turn 90° left and run Northerly 600.14'; thence turn 41° 00' right and run Northeasterly for 300.00 feet; thence turn 14° 00' left and run Northeasterly for 125.00 feet; thence turn 25° 00' left and run Northerly for 170.00 feet; thence turn 87° 58' 40" right and run Easterly for 137.41 feet to a point on the East line of the NE 1/4 - NW 1/4 Section 3, Township 19 South, Range 2 West; thence turn left 90° and run Northerly along said 1/4 - 1/4 line for 270 feet, more or less, to the Westerly bank of the Cahaba River; thence run Northerly and Westerly along the Southwest bank of said river 1400 feet, more or less, to the West line of the NE 1/4 of the NW 1/4 of said Section 3, said point also being on the Easterly line of Lot 1 of said Butte Woods Ranch Addition to Altadena Valley; thence run Northerly along last said 1/4 - 1/4 section line, and said lot line, for 90 feet, more or less, to the Northeasterly corner of said Lot 1; thence turn left and run Westerly along the Northerly line of said lot 1 for 240 feet, more or less, to the Northwest corner of said Lot 1; thence turn left and run Southwesterly and along the Easterly right of way line of Caldwell Mill Road for 425 feet, more or less, thence thence turn left 31° 45' and run Southeasterly along the new Northeasterly right of way line of Old Caldwell Mill Road for 231.58 feet to the beginning of a curve to the right, having a radius of 263.05 feet; thence continue Southeasterly and along said right of way line and along the arc of said curve 162.13 feet to the end of said curve; thence continue Southeasterly on a course tangent to said curve, and along said right of way line 245.3 feet to the point of beginning.

BOOK 51 PAGE 670

STATE OF ALA. SHELBY CO.

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Rec. 600
Ind. 100
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