

STATE OF ALABAMA)
COUNTY OF SHELBY)

PRIVATE SEWER AGREEMENT

THIS PRIVATE SEWER AGREEMENT, dated this 11 day of February
1993 is by KADCO, INC., an Alabama corporation.

RECITALS:

A. The Owners are the respective owners of 43 Garden Home
described Lots located in Shelby County:

OWNER

Kadco, Inc.

LOTS OWNED

7,8,9,10,11,12,13,14,15,16,17,18,19,
20,21,22,23,24,25,26,27,28,29,30,31,
32,33,34,35,36,37,38,39,40,41,42,43,
44,45,46,47,48,49, Bent River Estates

B. Each of the above described lots are subject to an easement for
the construction and maintenance of a private 8 inch sanitary sewer
line (herein called the "Private Sewer Line"), which such Private Sewer
Line is shown on the engineering plan of SM Allen & Associates, dated
December 11, 1992, a copy of which such engineering plan
is attached hereto as Exhibit A and incorporated herein by this
reference. The point of beginning of the Private Sewer Line is between
labeled MH STA 5 + 12 and MH STA 10+70 for sanitary sewer line S-1 and
between MH STA 3 + 92 and MH STA 22 + 27 for sanitary sewer line S-2
on said engineering plan with the sanitary sewer easement for the
maintenance of the Private Sewer Line deeded to the Bent River Estates
Owners Association attached hereto as Exhibit B.

C. The Owners desire to enter into this Agreement to set forth their
agreement and understanding with the respect to the maintenance and
repair of the Private Sewer Line, and with respect to sharing the costs
and expenses of maintaining the Private Sewer Line.

NOW, THEREFORE, in consideration of the Recitals, Ten Dollars and
other good and valuable consideration, the parties hereto agree as
follows:

1. Maintenance and Repairs of Service Lines. Each individual
owner shall be solely responsible for the upkeep, repair and
maintenance of the service lines located on the lot(s) owned by said
Owner, including without limitation, service lines which connect to
the Private Sewer Lines. Each individual Owner will be solely responsible
for all costs incident to the upkeep, repair, and maintenance of said
service lines located on the lot(s) owned by said Owner including
without limitation, any routine cleaning out of said service lines.

Inst. # 1993-04198

02/12/1993-04198.
12:23 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOUG MCD 19.00

Each Owner agrees and covenants to keep the service lines located on the lot(s) owned by said Owner in good working order, and promptly to perform such repairs as may be necessary from time to time.

2. Repairs and Maintenance of Private Sewer Lines. The Owners will jointly be responsible for the repairs and maintenance of the Private Sewer Line. Majority vote among the Owners shall control all decisions as to repairs and maintenance. The repairs and maintenance to be undertaken and performed under this Agreement shall include, without limitation, the following: cleaning any clogged sewer lines, repairing or replacing any broken, cracked, or leaking pipe, or any other repairs of a similar nature that are necessary for the continued efficient operation of the Private Sewer Line. Any additional repairs or maintenance deemed advisable, but not included within the maintenance and repairs specified above, shall be undertaken under this Agreement except with the prior, express and written consent of each of the parties and an assumption by each of the parties in writing or their proportionate share of financial liability for the cost of such additional repairs or maintenance.

3. Expenses to be Shared Pro Rata. The Owners agree to share the costs and expenses of maintaining the Private Sewer Lines on a pro rata basis. At the time of execution of this Agreement, there are 43 lots subject to this Agreement. Each Owner shall be responsible for 1/43 of said costs and expenses for each lot owned by said Owner (i.e. Kadco, Inc. will be, as of the date hereof, responsible until any subsequent sale to a new Owner for 1/43 x 43 or all of said costs and expenses). If an Owner sells a lot the responsibility for costs and expenses will pass to the new Owner, on a pro rata basis as described in this paragraph.

4. Jefferson County Not Liable. The Owners hereby agree and acknowledge that the Jefferson County Environmental Service Department, the Jefferson County Commission, its employees, ^{or Agents,} or any other applicable department of Jefferson County, Alabama having jurisdiction over sewer lines shall not be responsible for the maintenance, or operation of the Private Sewer Lines and the Owners hereby indemnify and hold harmless the Jefferson County Environmental Services Department, and the Jefferson County Commission (and any other applicable department of Jefferson County, Alabama) for the repair, amintenance and operation of Private Sewer Lines.

5. Agreement to Run With the Land. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the Owners and their respective successors, heirs, and assigns, and any person or other entity that at any time hereafter shall become an Owner of any one or more of the above described lots.

IN WITNESS WHEREOF, the undersigned have executed or have caused this instrument to be properly executed on the day and year first above written.

KADCO, INC.
a corporation

BY: Charles G. Kessler, Jr.
Its President

STATE OF ALABAMA)

JEFFERSON COUNTY)

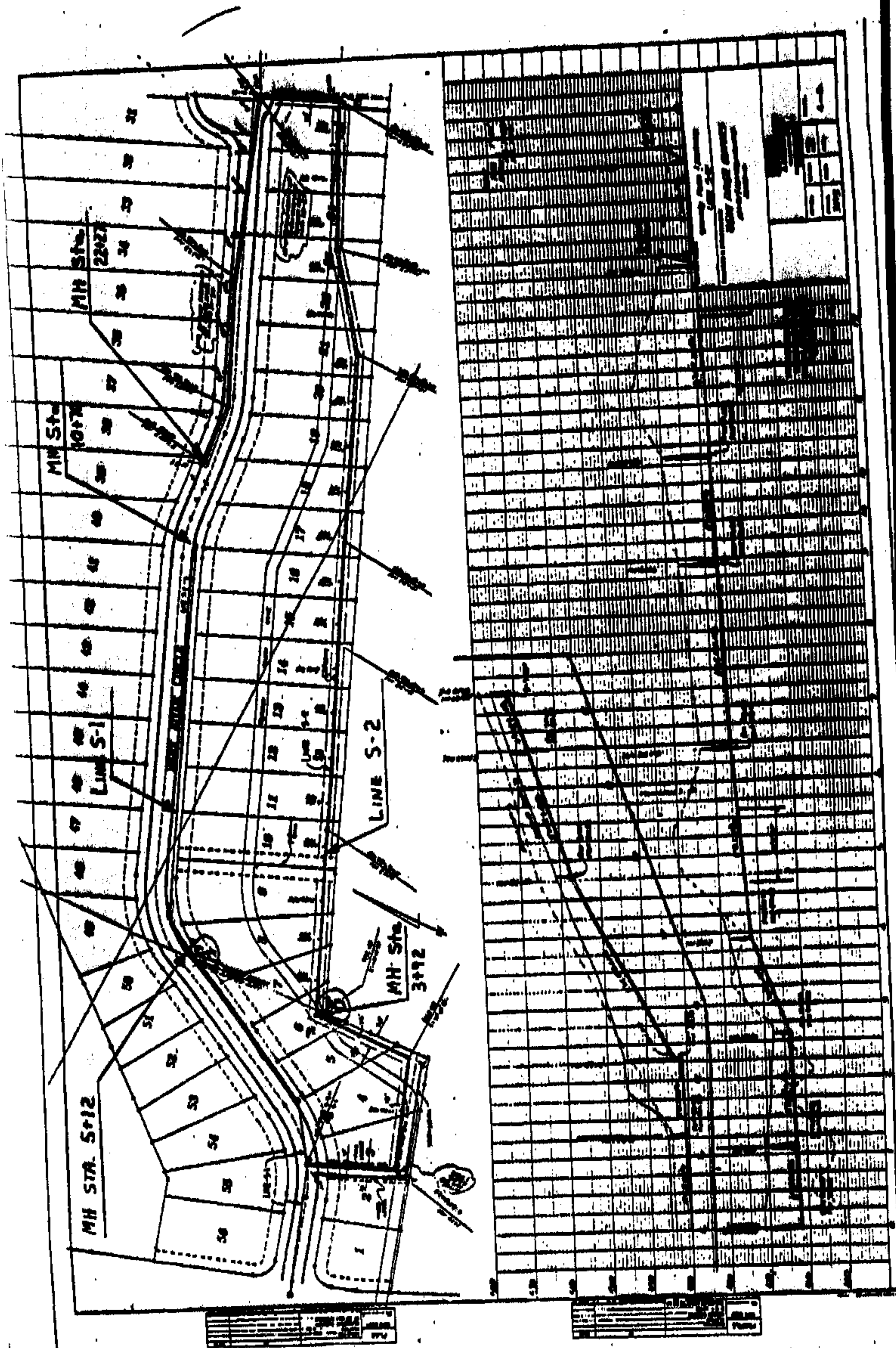
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles G. Kessler, Jr., whose name as President of Kadco, Inc., an Alabama corporation, is signed to the foregoing Private Sewer Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Private Sewer 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 the office this
11th day of February 19 93.

Jane B. Richardson
Notary Public

My commission expires: 3/13/96

EXHIBIT "A"



The State of Alabama

SHELBY COUNTY
JEFFERSON COUNTY

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of _____

Ten and no/Dollars.

Dollars (\$ 10.00)

Bent River Estates Owners Association
cash in hand paid by ~~Jefferson County~~, the receipt whereof is hereby acknowledged, we, the undersigned, do herebygrant, bargain, sell and convey unto the said ~~Jefferson County~~, its successors and assigns, a right-of-way for sanitary
sewer purposes, said right-of-way being 20 feet in width or 10 feet on each

side of a center line located and described as follows, to-wit:

Description Line S-2

Commence at the Northeast Corner of the Southeast 1/4 of the Southeast 1/4 of Section 18, Township 19 South, Range 2 West; Thence run South 0-07'52" West along the East line of said 1/4-1/4 a distance of 254.04 feet; Thence run South 68-35'11" West a distance of 8.06 feet to the point of beginning of a 20 foot easement for a sanitary sewer lying 10 feet on either side of the following described center line: Thence run North 68-35'11" East a distance of 899.00 feet; Thence run North 54-29'36" East a distance of 138.05 feet; Thence run North 66-29'26" East a distance of 200.00 feet; Thence run North 21-00'34" West a distance of 102.00 feet; Thence run South 72-52'38" West a distance of 250.57 feet; Thence run South 70-07'43" West a distance of 169.35 feet; Thence run South 80-34'37" West a distance of 80.01 feet to the end of said easement.

Description Line S-1

Commence at the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 18, Township 19 South, Range 2 West; Thence run South 0-07'52" West along the East line of said 1/4-1/4 a distance of 88.52 feet; Thence run North 31-24'16" East a distance of 10.37 feet to the point of beginning; Thence run North 44-51'58" East a distance of 74.00 feet; Thence run North 68-19'52" East a distance of 238.90 feet; Thence run North 69-12'18" East a distance of 243.88 feet to the end of said easement.

Jefferson County
lying and being in Shelby County, Alabama.

Bent River Estates Owners Association

For the consideration aforesaid, the undersigned do grant, bargain, sell and convey unto said ~~Jefferson County~~ the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said strip and the right to cut and keep clear all trees, undergrowth and other obstructions on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip, and the right to prohibit the construction or maintenance of any improvement or obstruction (except fencing) on, over, across or upon said area herein conveyed.

The undersigned covenant with said ~~Jefferson County~~ that the undersigned are vested in fee-simple of said premises and have a good right to sell and convey the same and that the same are free from all encumbrances, and the undersigned will warrant and defend the title to the aforesaid strip of ground from and against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 9th day
of February, 19 93.

WITNESSES:

KADCO, INC

BY:

Charles G. Kessler, Jr. Its President

(SEAL)

The State of Alabama

SHELBY COUNTY
JEFFERSON COUNTY

Sewer

Project No.

Name

RIGHT-OF-WAY DEED

I, _____

Judge of Probate in and for said State and
County, hereby certify that the within convey-

ance was filed in my office at _____

o'clock _____ m., on the _____ day of _____

_____ 19 _____, and

duly recorded in Deed Record _____ page _____

Dated this _____ day of _____

19 _____

Judge of Probate

The State of Alabama
JEFFERSON COUNTY

I, the undersigned authority, in and for said County, in said State, hereby certify that _____

Whose name _____ signed to the foregoing conveyance, and who _____ known to me, acknowledged
before me on this day that, being informed of the contents of the conveyance, _____ executed the same
voluntarily on the day the same bears date.

Given under my hand and official seal, this _____ day of _____, 19 _____.

Inst # 1993-04198

Notary Public

The State of Alabama
JEFFERSON COUNTY

I, the undersigned authority, in and for said County, in said State, hereby certify that _____

02/12/1993-04198
12:23 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MCD 19.00

Whose name _____ signed to the foregoing conveyance, and who _____ known to me, acknowledged
before me on this day that, being informed of the contents of the conveyance, _____ executed the same
voluntarily on the day the same bears date.

Given under my hand and official seal, this _____ day of _____, 19 _____.

Notary Public

The State of Alabama
JEFFERSON COUNTY

I, the undersigned authority, in and for said County, in said State, hereby certify that _____

Charles G. Kessler, Jr.

Whose name as President of the _____ Kadco, Inc.

a corporation is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that,
being informed of the contents of the conveyance, he, as such officer, and with full authority, executed the same volun-
tarily for and as the act of said corporation.

Given under my hand and official seal, this 9th day of February, 19 93.

Jane B. Richardson
My Commission expires 3/13/96

Notary Public