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AGREEMENT RELATING TO WATER SERVICE

THIS AGREEMENT RELATING TO WATER SERVICE is made and entered into as of the 13th day of July, 1993 by and among SHELBY COUNTY, ALABAMA, a political subdivision of the State of Alabama (the "County"), and DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Daniel").

R E C I T A L S:

The County, Dantract, Inc. and Daniel Realty Company have heretofore entered into a Covenant and Agreement for Water Service dated April 24, 1989 ("the Water Agreement") which has been recorded in Book 235, Page 574 in the Office of the Judge of Probate of Shelby County, Alabama. Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Water Agreement. Daniel, as assignee of Daniel Realty Company, has heretofore acquired from Dantract, Inc. approximately 2,527 acres of the real property constituting part of the "Subject Lands", as defined in the Water Agreement (which 2,527 acres of real property acquired by Daniel from Dantract, Inc. is hereinafter referred to the "Greystone Property"). All of the Greystone Property constitutes part of the Subject Lands under the Water Agreement and is subject to all of the terms and provisions of the Water Agreement.

The Water Agreement provides, in part, that (a) the County shall provide water service to all of the Subject Lands (which includes all of the Greystone Property), (b) the Subject Lands (which includes all of the Greystone Property) shall utilize water service provided solely by the County and (c) the owners of the Subject Lands (including the Greystone Property) shall not allow water utility lines of any other water providers to be installed or constructed within the Subject Lands (including the Greystone Property).

The County is unable to provide water service to any portion of the Greystone Property lying at elevations equal to or in excess of 1,000 feet above sea level, as established by United States Geological Survey. However, the County is able to provide water service to any portion of the Greystone Property lying at elevations below 1,000 feet above sea level as established by United States Geological Survey.

Inst # 1993-20840

AGREEMENT.7/GENERAL/OAKMTN

07/16/1993-20840  
09:19 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 MCD 18.50

*Cahaba Title*

The Water Works and Sewer Board of the City of Birmingham, a municipal corporation ("WWB"), has requested that Daniel grant to WWB a permanent, perpetual and non-exclusive easement right-of-way (the "Easement"), thirty (30) feet in width, located on that portion of the Greystone Property within the boundaries of the NE1/4 of the NW1/4 and the SW1/4 of the SE1/4 of Section 33, Township 18 South, Range 1 West in Shelby County, Alabama which is more particularly shown in Exhibit A attached hereto and incorporated herein by reference (the "Easement").

The County has agreed to consent to Daniel granting the Easement to WWB subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. The County does hereby consent to and approve of Daniel granting the Easement to WWB over, across, through and upon the Easement Property subject to the terms and conditions hereinafter set forth. The County does further agree and consent to WWB providing water (both domestic and fire) service to any of the Greystone Property lying at elevations equal to or in excess of 1,000 feet above sea level, as established by United States Geological Survey.

2. The County agrees to provide water (both domestic and fire) service to all portions of the Greystone Property lying at elevations below 1,000 feet above sea level, as established by United States Geological Survey, in accordance with the terms and provisions of the Water Agreement.

3. Without the prior written consent of the County, WWB shall not provide water (either domestic or fire) service to any portion of the Greystone Property which lies at elevations below 1,000 feet above sea level, as established by United States Geological Survey.

4. The County shall have the right, at any time and from time to time, to install water lines and other equipment, facilities and appurtenances ~~on, within or~~ adjacent to the Easement Property, *traveling said easement at*

*for*  
*90° angles. (B'm change)*

5. The County covenants and agrees to execute and deliver to Daniel any further or additional documentation which may be necessary or required to (a) legally describe and identify which portions of the Greystone Property shall be served by WWB and the County in accordance with the provisions of this Agreement and (b) release any portion of the Greystone Property lying at elevations equal to or in excess of 1,000 feet above seal level, as established by United States Geological Survey, from the terms and covenants of the Water Agreement.

6. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement Relating to Water Service as of the day and year first above written.

ATTEST:

SHELBY COUNTY, ALABAMA,  
a political subdivision  
of the State of Alabama

Gloria M. Lucas  
Clerk

By: W. Paul Yeager  
Paul Yeager, Chairman  
Shelby County Commission

DANIEL OAK MOUNTAIN LIMITED  
PARTNERSHIP, an Alabama  
limited partnership

By: Daniel Realty Investment  
Corporation - Oak Mountain,  
an Alabama corporation,  
Its General Partner

By: [Signature]  
Its: Senior Vice President



STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Paul Yeager whose name as Chairman of the Shelby County Commission, 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 said instrument, he, in such capacity, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 18 day of July, 1993.

Donald H. Hyler  
Notary Public

My Commission Expires: 1-4-94

STATE OF ALABAMA )

COUNTY OF SHELBY )

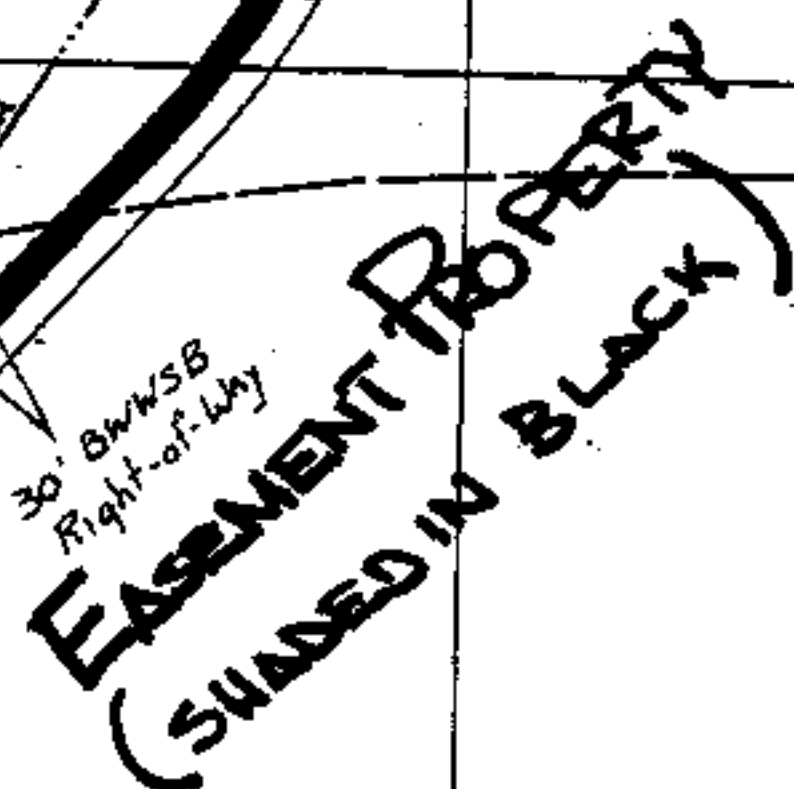
I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Stephen R. Shook whose name as Senior Vice President of DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN, an Alabama corporation, as General Partner of Daniel Oak Mountain Limited Partnership, an Alabama limited partnership, 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 said instruments, he, as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation, in its capacity as General Partner as aforesaid.

Given under my hand and official seal, this the 13<sup>th</sup> day of July, 1993.

June B. Allen  
Notary Public

My Commission Expires: 10/23/96

# EASEMENT PROPERTY



07/16/1993-20840  
09:19 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 MCD 18.50