

STATE OF ALABAMA

COUNTY OF SHELBY

01/09/1996-00744
10:04 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
010 MCD 31.00

This Agreement made this 15th day of January, 1990,
by and between THE HARBERT-EQUITABLE JOINT VENTURE, an Alabama
General Partnership ("HEJV") and EES JOINT VENTURE, an Alabama
General Partnership ("EES").

WHEREAS, pursuant to Sewer Line and Facilities Construction
Agreement dated October 26, 1976, between HEJV and Western
Electric Company, Incorporated ("WESTERN"), HEJV made certain
agreements concerning the installation of sanitary sewer lines on
and across property owned by WESTERN and generally located in the
northeast corner of the intersection of Valleydale Road and U. S.
Highway 31 in Shelby County, Alabama, such property being more
particularly described as Lots 1 and 2 on Exhibit "A" hereto (the
"WESTERN PROPERTY"); and,

WHEREAS, pursuant to Easement Deed for Sanitary Sewer
Purposes, recorded in Book 267, Page 420, Probate Office of
Shelby County, Alabama, WESTERN granted to HEJV, its successors
or assigns, an easement for sanitary sewer lines; and,

WHEREAS, pursuant to the obligations incurred by HEJV
pursuant to its agreement with WESTERN, HEJV subsequently
provided for the allocation to WESTERN of 16,250 gallons per day
of sewage capacity at the Hoover Wastewater Treatment Plant; and,

WHEREAS, EES has contracted to purchase a parcel of property
of approximately 15.42 acres located at the intersection of
Valleydale Road and U. S. Highway 31, more particularly described
as Lot 1 on Exhibit "A" hereto (LOT 1), from SUNLINK CORPORATION,
the present owner of the WESTERN PROPERTY; and,

WHEREAS, the parties are desirous of inducing SUNLINK
CORPORATION to proceed with the subdivision and the rezoning of
LOT 1 from Light Industrial before the City of Hoover; and,

WHEREAS, HEJV and EES desire to make the agreements set
forth herein concerning LOT 1;

NOW THEREFORE, for and in consideration of TEN AND NO/100
DOLLARS (\$10.00) and other good and valuable consideration, each
party paid to the other, the receipt and sufficiency of which is
hereby acknowledged, HEJV and EES agree as follows:

1. Assignment of Sewage Capacity. In addition to the
16,250 gallons per day of sewage treatment capacity
previously allocated to WESTERN at Hoover

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Wastewater Treatment Plant (the "PLANT"), HEJV will further assign from time to time to EES, or subsequent purchasers of all or a portion of LOT 1, from HEJV's present allocation at the Plant, an aggregate of up to 18,000 gallons per day of treatment capacity, such allocation assignment being given to EES as needed for development of said LOT 1. The form of such assignment instrument is set forth on Exhibit "C" hereto.

The amount of capacity needed for development of said LOT 1 shall be based on the formula adopted by the City of Hoover for calculating sewage demand requirements at the Plant, a copy of such formula being attached hereto as Exhibit "B".

In addition to any tap or other fees charged to EES by the City of Hoover for such allocation, EES shall also pay to HEJV, at the time of delivery of the assignment from HEJV to EES (in the form shown on Exhibit "C"), an amount equal to THREE AND NO/100 DOLLARS (\$3.00) per gallon per day of capacity at the Plant assigned by HEJV to EES from time to time.

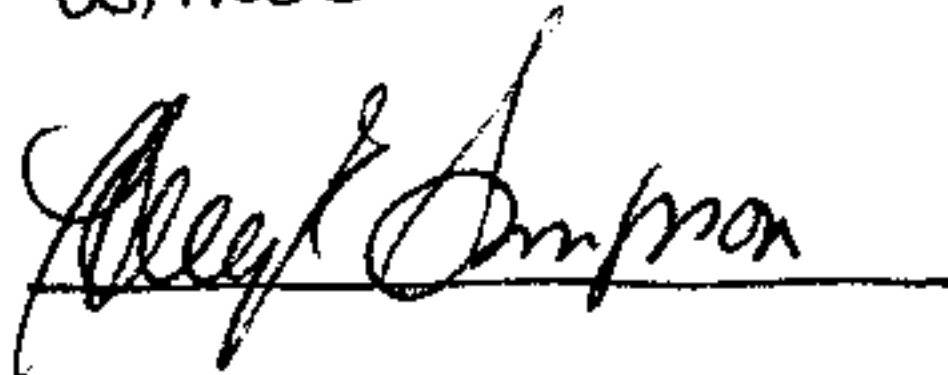
2. No Further Sewage Obligations. EES agrees that, except as set forth herein, HEJV shall have no further obligations to EES, or its successors in title, relating to sanitary sewer lines, sewer capacity, sewage treatment allocations, or any other matters relating to sanitary sewer services for said LOT 1.
3. Riverchase Business Covenants. Prior to the assignment by HEJV to EES of any portion of HEJV's sewage treatment capacity at the Plant, EES will subject the property described as LOT 1 on Exhibit "A" hereto to the Riverchase Business Covenants, and such property will be subject to the terms and conditions of said Covenants, including but not limited to the architectural control provisions set forth therein, and the assessment provisions of the Riverchase Business Association, Inc.
4. Riverchase PUD and Subdivision. Prior to the assignment by HEJV to EES of any portion of HEJV's sewage treatment capacity at the Plant, SUNLINK or EES will make application to the City of Hoover to have the property described as LOT 1 on Exhibit "A" hereto rezoned to Riverchase PUD-PC under the Zoning Ordinance of the City of Hoover, and will make a good-faith effort to have such application approved by the City of Hoover. HEJV and EES agree that SUNLINK CORPORATION may rely upon the terms of this contract and the agreements contained herein in their decision to

proceed with the rezoning and subdivision of the LOT 1, and in their decision to enter the sales contract with EES.

5. Conditions. This Agreement will become effective contemporaneously with the closing of the purchase of LOT 1 by EES, or its assigns, from SUNLINK CORPORATION, and is further conditioned upon an agreement with SUNLINK CORPORATION pertaining to the remainder of the WESTERN PROPERTY which is attached hereto as EXHIBIT "D".
6. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of EES and HEJV.
7. Entire Agreement. This instrument states the entire agreement between the parties and merges in this instrument all statements, representations and covenants heretofore made, and any agreements not incorporated herein are void and of no force and effect.

IN WITNESS WHEREOF, EES and HEJV have caused this Agreement to be executed effective as of the day and year first set forth above.

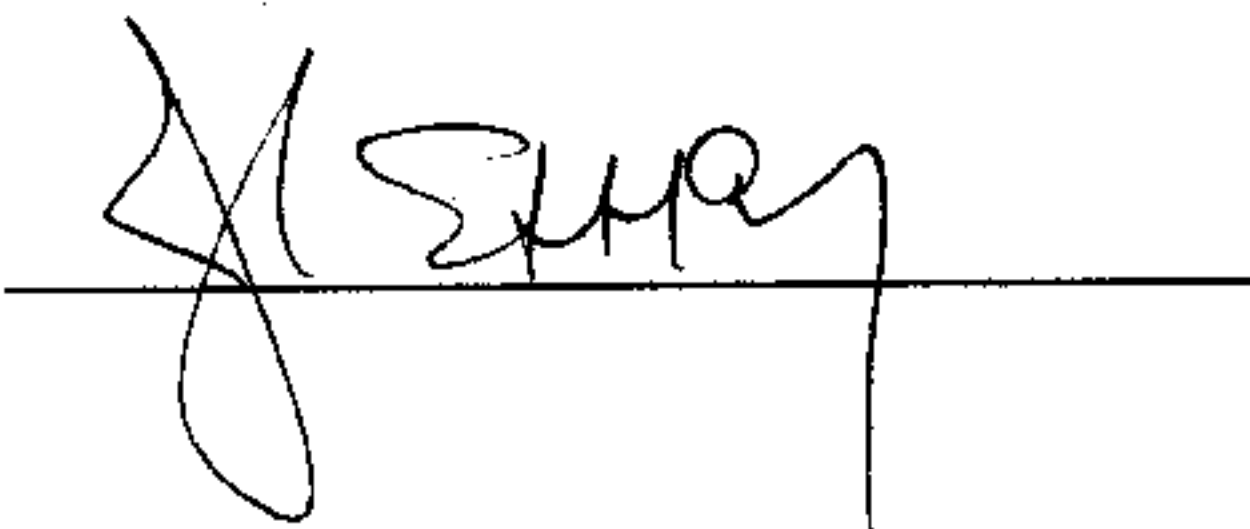
WITNESS:



EES JOINT VENTURE,
An Alabama General Partnership

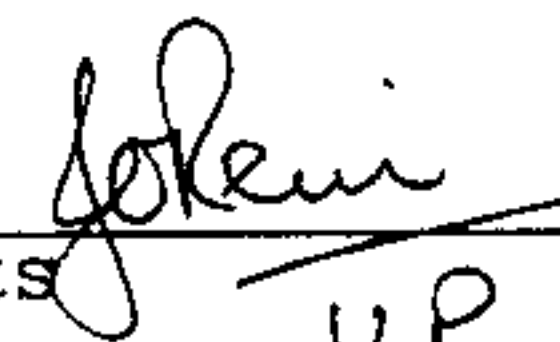
By: 
Its General Partner

WITNESS:



THE HARBERT-EQUITABLE JOINT VENTURE,
An Alabama General Partnership

By: HARBERT LAND CORPORATION,
Its General Partner

By: 
Its V.P.

STATE OF ALABAMA
COUNTY OF SHELBY

I, for undersigned, a notary public in and for
said county in said state, hereby certify that MARC A.
EDSON whose name as General Partner of EES
JOINT VENTURE, an Alabama General 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 such
instrument, he, as such officer and with full authority,
executed the same voluntarily for and as the act of said
Partnership.

GIVEN under my hand and official seal this 15th day of
February, 1990.

[Notarial Seal]

Paula Weir
Notary Public
My Commission Expires: 12/21/92

STATE OF ALABAMA
COUNTY OF SHELBY

I, Jada R. Willyer, a notary public in and for
said county in said state, hereby certify that James O. Reun
whose name as Vice President of
HARBERT LAND CORPORATION, a corporation, as General Partner of
THE HARBERT-EQUITABLE JOINT VENTURE, an Alabama General
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 such instrument, he, as such
officer and with full authority, executed the same voluntarily
for and as the act of said corporation, as General Partner of
said Partnership.

GIVEN under my hand and official seal this 15th day of
February, 1990.

[Notarial Seal]

Jada R. Willyer
Notary Public
My Commission Expires: 12-14-93

FEB 7-90 WED 16:54 HARBERT LAND
02/07/90 13:25 205 324 4970

JOHNSON RAST HAY

P. 02
004/004

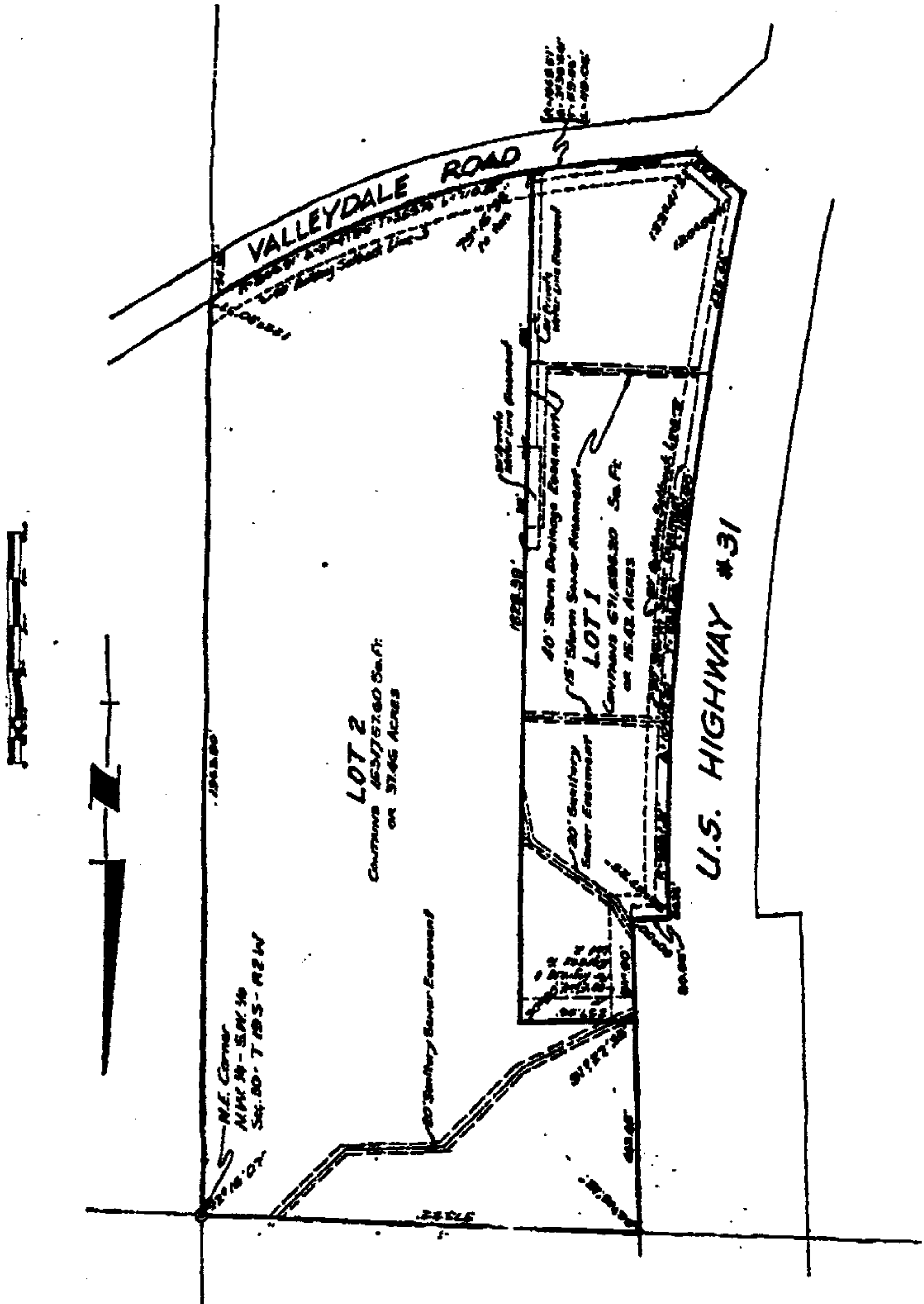


EXHIBIT A

EXHIBIT A

FEB-12-80 MON 12:14 HARBERT LAND

P. 03

EXHIBIT "B"

DETERMINATION OF SEWAGE CAPACITY ALLOCATION

For purposes of determining the sewage capacity to be allocated to properties connecting onto the Riverchase Wastewater Treatment Plant, the following formulas shall be used.

<u>TYPE DEVELOPMENT</u>	<u>SEWAGE FLOW</u>
Multi-Family, Apartments Condominiums, Townhouses	
5 units per acre or less	300 GPUPD
6 units per acre	265 GPUPD
7 units per acre	240 GPUPD
8 units per acre	320 GPUPD
9 units per acre	205 GPUPD
10 units per acre	195 GPUPD
11 units per acre	185 GPUPD
12 units per acre or more	175 GPUPD
Single Family	300 GPUPD
Office Park	1000 GPAPD
Light Industry	750 GPAPD
Commercial Retail Store	750 GPAPD
Restaurant-Short Order (2 meals/day)	8 GPSPD
Restaurant-Seated (2 meals/day)	10 GPSPD
Hospital	300 GPSPD
Nursing Home	70 GPSPD
Motel-includes restaurant	110 GPUPD
Service Station	250 GPPPD
Bank-Branch Only	250 GPUPD
School	.15 GPCPD
Church-w/o school or pastorage	. -0-

ABBREVIATIONS:

GPUPD - Gallons per unit per day	GPSPD - Gallons per seat per day
GPAPD - Gallons per acre per day	GPPPD - Gallons per pump island per day
GPSPD - Gallons per seat per day	GPCPD - Gallons per capita per day

The tap fee rate shall be \$3.00 per gallon per day. The Tap fee charges are determined as follows:

(SEWAGE FLOW) x (Number acres;units;seats;etc.) x (\$3.00/gallon per day) = TAP FEE

FOR EXAMPLE: If the buyer purchased 2 acres of property for office development, the tap fee rate would be;

(1,000 GPAPD) x (2 acres) x (\$3.00 per gallon per day) = \$6,000.00

The tap fee is paid prior to the issuance of the building permit by the City of Hoover.

The capacity for any type development not listed above will be determined at the time of allocation. Special use considerations may warrant the adjustments of the above capacity schedule.

EXHIBIT B

Allocation No. _____

**RIVERCHASE WASTEWATER TREATMENT PLANT
APPLICATION FOR TREATMENT CAPACITY**

_____ are hereby allocated sewage treatment capacity
(Name of owner of property/applicant)

from the Riverchase Wastewater Treatment Plant in the amount of _____ for the property
described or set forth in Exhibit "A" hereto:

**THE APPLICANT CERTIFIES THAT IT UNDERSTANDS AND AGREES TO THE
FOLLOWING:**

(i) That this allocation is not transferable under any conditions to any other property outside of the Riverchase Wastewater Treatment Plant's Service Area. Further, that this allocation is not transferable to any other property within the Riverchase Wastewater Treatment Plant's Service Area without the prior written consent of the owner of the Plant, such consent to be evidenced by a duly executed allocation form describing the new property.

(ii) That health and welfare considerations and restrictions, limitations and requirements as may be imposed directly or indirectly by federal, state, and local governmental agencies may result in the voiding, terminating or delaying all or part of any allocation awarded hereunder.

WITNESS:

(Signature of Applicant)

Date: _____

Applicant's Address:

APPROVED: CITY OF HOOVER

(Owner of Plant)

Date: _____

EXHIBIT C

STATE OF ALABAMA

COUNTY OF SHELBY

A G R E E M E N T

THIS AGREEMENT made this _____ day of _____, 1990, by and between THE HARBERT-EQUITABLE JOINT VENTURE, an Alabama General Partnership ("HEJV") and SUNLINK CORPORATION, a corporation ("SUNLINK").

WHEREAS, HEJV has entered into an agreement with EES JOINT VENTURE, an Alabama General Partnership ("EES"), relating to the purchase by EES from SUNLINK of that property described as LOT 1 on Exhibit "A" attached hereto; and,

WHEREAS, the parties are desirous of confirming the existing obligations between them concerning the provision of sewage capacity at the Hoover Wastewater Treatment Plant;

IT IS AGREED AS FOLLOWS:

1. HEJV has previously provided for the allocation of 16,250 gallons per day of sewage treatment capacity to the property described on Exhibit "A" hereto, and agrees that said allocation of 16,250 gallons per day remains in effect for that property described on Exhibit "A" hereto.

2. HEJV has, by separate Agreement, agreed to an additional allocation at the Hoover Wastewater Treatment Plant in the aggregate of up to 18,000 gallons per day of treatment capacity to EES, or its assigns, for the development of an approximate 15.42 acre parcel described as LOT 1 on Exhibit "A" as more fully provided in the Agreement between HEJV and EES executed contemporaneously herewith.

3. SUNLINK agrees that, except as provided in Paragraphs 1 and 2 hereof, HEJV shall have no further obligations to SUNLINK relating to sanitary sewer lines, sewer capacity, sewage treatment allocations, or any other matters relating to sanitary sewer services for the property described on Exhibit "A". Nothing contained herein shall be construed to preclude SUNLINK from requesting additional sewage treatment capacity which has not been allocated to HEJV or its assigns.

4. This Agreement will become effective contemporaneously with the closing of the purchase of LOT 1 by EES, or its assigns, from SUNLINK CORPORATION.

5. This Agreement shall be binding upon the successors and assigns of SUNLINK and HEJV.

EXHIBIT "D"

6. This instrument states the entire agreement between the parties and merges in this instrument all statements, representations and covenants heretofore made, and any agreements not incorporated herein are void and of no force and effect.

ATTEST:

SUNLINK CORPORATION

By: _____
Its

By: _____
Its

WITNESS:

THE HARBERT-EQUITABLE JOINT VENTURE,
an Alabama General Partnership

By: HARBERT LAND CORPORATION,
Its General Partner

By: _____
Its

STATE OF GEORGIA
COUNTY OF FULTON

I, _____, a notary public in and for
said county in said state, hereby certify that _____
_____, whose name as _____ of
SUNLINK CORPORATION, a 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 such instrument, _____,
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 _____ day of
_____, 1990.

[Notarial Seal]

Notary Public
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF SHELBY

I, _____, a notary public in and for
said county in said state, hereby certify that _____
_____, whose name as _____ of
HARBERT LAND CORPORATION, a corporation, as General Partner of
THE HARBERT-EQUITABLE JOINT VENTURE, an Alabama General
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 such instrument, _____, as such
officer and with full authority, executed the same voluntarily
for and as the act of said corporation, as General Partner of
said Partnership.

GIVEN under my hand and official seal this _____ day of
_____, 1990.

[Notarial Seal]

Notary Public

My Commission Expires: _____

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