

RECEIPT AND ACKNOWLEDGMENT

WHEREAS, B. Hulsey Company, LLC owns fourteen (14) lots described as Lots 1-14 according to the Subdivision Plat for Birch Creek Phase 2, recorded in Map Book 35, Page 88, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, B. Hulsey Company, LLC is sometimes known as B. Hulsey Company; and

WHEREAS, B. Hulsey Company and B. Hulsey Company, LLC (collectively, "Hulsey") is indebted to Double Oak Water Reclamation, LLC, an Alabama limited liability Company ("DOWR") for sewer service charges and late fees applicable thereto; and

WHEREAS, Hulsey is also responsible for bringing Hulsey's sanitary sewer collection system, pump station, and force main into compliance with the engineering standards required by DOWR and acknowledged by Hulsey;

NOW THEREFORE, in consideration of DOWR's receipt and acceptance of Hulsey's past due sewer service charges and late fees applicable thereto, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Hulsey does hereby execute and deliver the following acknowledgment.

1. **Receipt.** DOWR hereby acknowledges receipt of Hulsey's certified funds in the total amount of \$10,662.44, representing sewer service charges and late fees applicable thereto, for the period November 24, 2003, through August 31, 2005.

2. **Acknowledgment of Required Improvements.** Hulsey hereby acknowledges and agrees that, before any lot owned by Hulsey may be sold to any prospective individual owner thereof, Hulsey is obligated and required to bring Hulsey's sanitary sewer collection system, pump station and force main into compliance with the engineering standards required by DOWR. Hulsey acknowledges and agrees that any attempted sale by him of any such lots, prior to completing and satisfying such engineering requirements, will not eliminate or discharge Hulsey's obligation to satisfy such engineering standards to DOWR, for the benefit of any ultimate lot purchasers or owners.

3. **Acknowledgment of Future Obligations.** Hulsey further acknowledges and agrees that, so long as he is the owner of any lot subject to any sewer service agreement with DOWR, Hulsey is responsible for compliance, in full, with all terms and conditions of such sewer service agreement(s). Without limiting the generality of the foregoing, Hulsey acknowledges his obligation to make timely payment of all monthly sewer service charges due to DOWR.

4. **No Waiver.** DOWR's acceptance of Hulsey's payment for past due sewer service charges and late fees applicable thereto, does not constitute any waiver of any other obligation imposed by DOWR on Hulsey by any applicable sewer service agreement. Without limiting the generality of the foregoing, Hulsey specifically acknowledges and agrees that DOWR's acceptance of Hulsey's payment for past due sewer service charges and late fees applicable thereto, does not constitute a waiver or release of Hulsey's obligation to DOWR to bring Hulsey's collection system, pump station and force main into compliance with DOWR's engineering standards.

5. **Receipt and Acknowledgment to be Recorded.** Hulsey acknowledges and agrees that this Receipt and Acknowledgment will be recorded in the Probate Court of Shelby County, Alabama, to serve as notice to any prospective purchaser of any lot owned by Hulsey which is subject to any sewer service agreement with DOWR, of the terms, conditions and provisions of this Receipt and Acknowledgment. Without limiting the generality of the foregoing, this Receipt and Acknowledgment will be recorded with respect to Lots 1-14 according to the Subdivision Plat for Birch Creek Phase 2, recorded in Map Book 35, Page 88, in the Office of the Judge of Probate Court of Shelby County, Alabama.

IN WITNESS WHEREOF, DOWR and Hulsey have caused this Receipt and Acknowledgment to be executed by their duly authorized officials this the 12th day of September, 2005.

DOWR:

Double Oak Water Reclamation, LLC

By: Edward R. Becker
Edward R. Becker

B. Hulsey Company

By: *Bobby Hulsey*
Bobby Hulsey

B. Hulsey Company, LLC

By: *Bobby Hulsey*
Bobby Hulsey

STATE OF ALABAMA)
COUNTY OF *Shelby*)

Before me, the undersigned, a Notary Public, in and for the County of *Shelby*, State of Alabama, personally appeared Edward R. Becker, as Engineering Manager of Double Oak Water Reclamation, LLC, who is known to me and who, being duly sworn, on oath deposes and says that, being informed of the contents of this instrument, he, as such official and with full authority, executed the same voluntarily for and as of the act of Double Oak Water Reclamation, LLC, on the day the same bears date.

Sworn to and subscribed before me this the 12th day of September, 2005.

Shirley A. Shelton
Notary Public

[SEAL]

My Commission Expires: 8-23-2007

STATE OF ALABAMA

COUNTY OF Shelby



20050912000471750 4/4 \$26.00
Shelby Cnty Judge of Probate, AL
09/12/2005 02:49:29PM FILED/CERT

Before me, the undersigned, a Notary Public, in and for the County of Shelby, State of Alabama, personally appeared Bobby Hulsey, as General President of B. Hulsey Company, who is known to me and who, being duly sworn, on oath deposes and says that, being informed of the contents of this instrument, he, as such officer and with full authority, executed the same voluntarily for and as of the act of B. Hulsey Company, on the day the same bears date.

Sworn to and subscribed before me this the 12th day of September, 2005.

Shirley A. Shelton
Notary Public

[SEAL]

My Commission Expires: 8-23-2007

STATE OF ALABAMA

COUNTY OF Shelby

Before me, the undersigned, a Notary Public, in and for the County of Shelby, State of Alabama, personally appeared Bobby Hulsey, as General President of B. Hulsey Company, LLC, who is known to me and who, being duly sworn, on oath deposes and says that, being informed of the contents of this instrument, he, as such officer and with full authority, executed the same voluntarily for and as of the act of B. Hulsey Company, LLC, on the day the same bears date.

Sworn to and subscribed before me this the 12th day of September, 2005.

Shirley A. Shelton
Notary Public

[SEAL]

My Commission Expires: 8-23-2007