

WATER DRAINAGE AGREEMENT

THIS AGREEMENT made and entered into this 2nd day of July, 2004, by and between **Tommye R. Workman, Trustee, under the Crim Living Trust dated December 5, 2001, and any amendments thereto** (hereinafter referred to as "Trustee"), and **Shelby County, Alabama** (hereinafter referred to as "Grantee");

WITNESSETH:

WHEREAS, it has been found desirous or acceptable by Trustee for the restoration and long-term improvement of the ecologic condition of certain areas lying within real property owned by Trustee, such property being known and sometimes herein designated as the marsh area and tupelo gum swamp or "Forrest Crim Swamp;" and due to such restoration and long-term improvement needs, it has been found desirous and acceptable by Trustee to allow the drainage of surface and storm water into and across said marsh area and tupelo gum swamp of Trustee in an effort to increase and stabilize said marsh area and tupelo gum swamp to a level similar in historical size and water holding capacity;

WHEREAS, it has been found necessary or appropriate for Grantee for its purposes to provide watershed improvements or modifications to certain areas lying within real property owned by Shelby County, Alabama, such property being known and sometimes herein designated as the Shelby County "Airport Property"; and due to such watershed improvements, it has been found necessary or appropriate for the purpose of storm water and surface water drainage (see attached Exhibit "A") to cause surface and storm water to flow in a westerly and southwesterly direction into and across certain adjacent real property owned by the Trustee; and

WHEREAS, it has been found mutually advantageous and acceptable, and in the best interest of the Trustee and Grantee, that an agreement to allow surface and storm water drainage be entered into with Shelby County, Alabama, which said agreement is intended to redirect storm and other surface water from the airport watershed of Grantee to the marsh area and tupelo gum swamp owned by Trustee which is located to the immediate west of said "Airport Property," thereby mutually benefiting the ecologic condition of said marsh area and tupelo gum swamp of Trustee and improving airport drainage of the Grantee;

NOW THEREFORE, in consideration of the mutual benefits accruing to the Trustee and to the Grantee, and for One Dollar (\$1.00) and other good and valuable consideration, in hand paid by the Grantee herein, the receipt and sufficiency whereof is acknowledged, I, Tommye R. Workman, Trustee, under the Crim Living Trust dated December 5, 2001, and any amendments thereto, (herein referred to as "Trustee"), do hereby agree and enter into with Shelby County, Alabama (herein referred to as "Grantee"), this agreement together with and conveying to Grantee the following permanent and perpetual rights, privileges, and storm and surface water drainage rights and agreement, in and to, along and over, through, under and across the hereinafter described real estate and lands situated in Shelby County, Alabama, to-wit:

All property owned by Trustee adjacent and to the west of the Shelby County "Airport Property" in Section 30, Township 21 South, Range 2 West, whether

correctly described herein or not, containing approximately 407 acres, (see attached Exhibits B-1 and B-2), hereinafter sometimes referred to as the "Forrest Crim Swamp."

1. Grantee does not guarantee any amount, quantity, volume, or quality of water which will flow from said watershed improvements or modifications of "Airport Property" into said property of Trustee; however, Grantee will exercise reasonable and customary practices, as required by State and Federal regulations, to protect surface and storm water quality in order to minimize the discharge of sediments and other water quality components of concern into said property of Trustee. If it is determined that harmful contaminants such as fuel, oil, grease, pesticide, herbicide, insecticide, etc. are present in stormwater at levels deemed harmful to aquatic environments by ADEM or the EPA which originate from the airport, Grantee shall immediately take all reasonable steps to prevent and/or remediate the contaminant in conformance with current industry standards.

2. Grantee shall have the right to make reasonable changes, alterations, or modifications to the existing water flow, topographical features, surface elevations, and contours of its Airport Property after completion of the proposed and presently designed construction plans referenced herein. However, reasonable notice shall be given by Grantee to Trustee if any such change, alteration, or modification is deemed necessary by Grantee.

3. In addition, the real property and land of Trustee lying adjacent and to the west of Grantee's Airport Property shall in perpetuity receive such surface water and storm water drainage from Grantee's Airport Property and Trustee agrees that Trustee, his successors, heirs, and assigns forever shall not take any action that would prevent, divert, or modify the free and uninterrupted flow of said water from Grantee's Airport property onto the aforesaid property of Trustee.

4. The agreement herein granted shall run with the lands hereinabove described and shall be binding upon the heirs, executors, administrators, successors, and assigns of the Trustee and Grantee; Grantee shall not be liable for any resulting damage or alleged damages caused by such water flow or drainage, including, but not being limited to, any tree mortality, soil erosion, gullying, or other damages which might exist, result, or be alleged to exist as a result of inundation of water or change in the flow of water.

5. This agreement and the rights conveyed to Grantee herein shall include all rights and privileges necessary or convenient for the full enjoyment for use of the rights herein granted, including, but not limited to, the right of ingress and egress over said agreement area and real estate and over the property which is owned by Trustee immediately adjacent to Grantee's Airport Property; Grantee shall provide reasonable notice to Trustee prior to entering said property; and Grantee shall have the right, from time to time, in connection with the enjoyment of the privileges herein conveyed to cut and clear any undergrowth or remove any obstructions located upon or near the common boundary of Grantee and Trustee's property, to the extent necessary to permit the full enjoyment of the rights and privileges herein conveyed. The Grantee's rights of ingress and egress over the real estate and property which is owned by Trustee and which is adjacent to said agreement area and the common boundary of Trustee and Grantee's property shall be limited to those times when the Grantee requires access to and from the same for the limited purposes of protecting, repairing, and obtaining the free flow of water from Grantee's Airport Property into or onto Trustee's

property lying West thereof, substantially and/or approximately as shown on the construction plans dated December 5, 2003, produced by Garver Engineers of Huntsville, Alabama, which are made part and parcel hereof by reference. Shelby County reserves the right to make changes and modifications, as it deems desirable, to such design of construction plans during, after, or prior to construction.

6. The Trustee retains ownership of all of Trustee's said property and reserves the right to use said property and real estate for any purpose and in any manner which will not unreasonably endanger or interfere with the use or enjoyment by Grantee of the rights and agreement herein granted by this instrument.

7. No delay by the Grantee in exercising any of the rights conferred hereby shall result in the loss, limitation, or abandonment of any such right, title, interest, or agreement granted hereby.


8. This instrument states the entire agreement between the Trustee and the Grantee and merges in this instrument all statements, representations, and covenants heretofore made and any agreements not included in this instrument are void and of no force and effect. This instrument may be modified only by a written instrument signed by the Trustee and Grantee.

9. This instrument shall inure to the benefit of, and be binding upon, the Trustee and Grantee and their respective heirs, successors, and assigns.

TO HAVE AND TO HOLD the above described rights, privileges, and agreement unto the Grantee, Shelby County, Alabama, and to its successors and assigns forever.

And I do for myself and for my heirs, executors, and administrators, covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I have a good right to enter into this agreement as aforesaid; that I will and my heirs, executors, and administrators, shall warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons.

July IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 2nd day of July, 2004.


Tommye R. Workman, Trustee, under the
Crim Living Trust dated December 5, 2001,
and any amendments thereto Shelby
County, Alabama.


Alex Dudchock, County Manager

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Tommye R. Workman, whose name as Trustee under the Crim Living Trust dated December 5, 2001, and any amendments thereto, 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 Trustee and with full authority, executed the same voluntarily for and as the act of said Crim Living Trust.

Given under my hand and official seal, this the 2 day of July, 2004.

Boena Beader
Notary Public

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Alex Dudchock, whose name as County Manager of Shelby County, Alabama, 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 County Manager and with full authority, executed the same voluntarily for and as the act of said Shelby County, Alabama.

Given under my hand and official seal, this the 19th day of July, 2004.

Kim W. Reynolds
Notary Public

KIM W. REYNOLDS, CPS
Notary Public, Alabama State at Large
No. 871677
Qualified in Shelby County
Commission Expires October 21, 2004