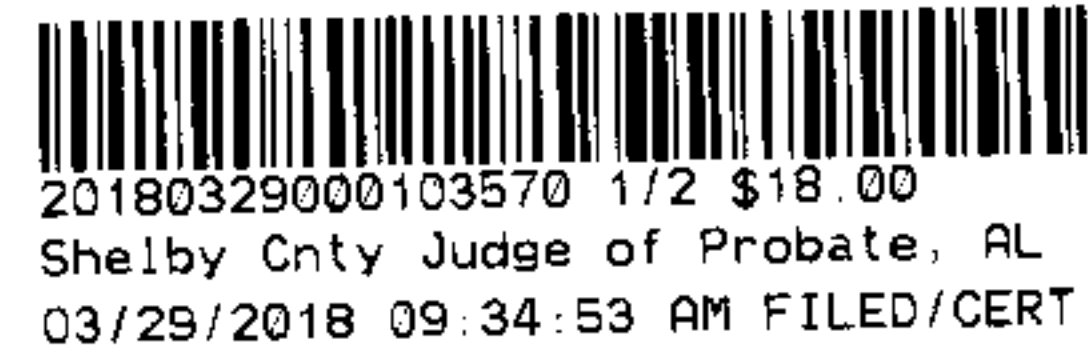


STATE OF ALABAMA

SHELBY COUNTY

AGREEMENT



WITNESS THIS AGREEMENT entered into this 29th day of July, 2010, by and between Shelby County, Alabama (hereinafter "County"), the City of Pelham, Alabama (hereinafter "City"), and Oak Mountain Business Park, LLC (hereinafter "OMBP"):

WHEREAS, the existing plastic drainage system providing drainage for an area lying south of Shelby County Highway No. 52 and underneath Applegate Parkway westerly through the property of OMBP has collapsed and thereby failed; and

WHEREAS, a new drainage system has been designed by County to replace the failed system which said new drainage system consists primarily of underground reinforced concrete pipe; and

WHEREAS, the new drainage system is further described as lying south of and adjacent to Shelby County Highway No. 52 and drains westerly underneath the City of Pelham's Applegate Parkway, through the adjacent property of OMBP, terminating in the vicinity of City's fire station located south of and adjacent to Shelby County Highway No. 52; and

WHEREAS, County has issued and advertised bid invitations as required by law, and Chilton Contractors, Inc., has provided the low bid of One Hundred Twenty-nine Thousand Five Hundred Sixty-six and 23/100 Dollars (\$129,566.23) for the installation of the replacement drainage system; and

WHEREAS, all parties desire to enter into this three-way agreement to cover the installation and payment of project costs of the herein described replacement drainage system:

NOW, THEREFORE, the parties hereto do hereby agree, covenant, and contract as follows:

1. County will enter into, sign and administer the contract for the installation of the new drainage system with Chilton Contractors, Inc. County will pay contract estimates, manage the construction and testing of the new drainage system, and review, negotiate, and approve, after notice to City and OMBP, any change orders deemed by County to be reasonably necessary and/or advisable.

2. All parties hereto understand that the contract with Chilton Contractors, Inc. is a "unit price contract" and that the "units" are estimated and may vary; all parties also understand that there will be some utility relocation costs (estimated to be less than Ten Thousand Dollars (\$10,000.00) total), and also that there is the possibility of some cost overruns and cost of change orders.

3. County, City, and OMBP will each pay one-third of all total costs incurred pursuant hereto and will make equal financial contributions, including costs of any overruns, change orders, utility costs, and/or other additional expenses incurred by County in administering

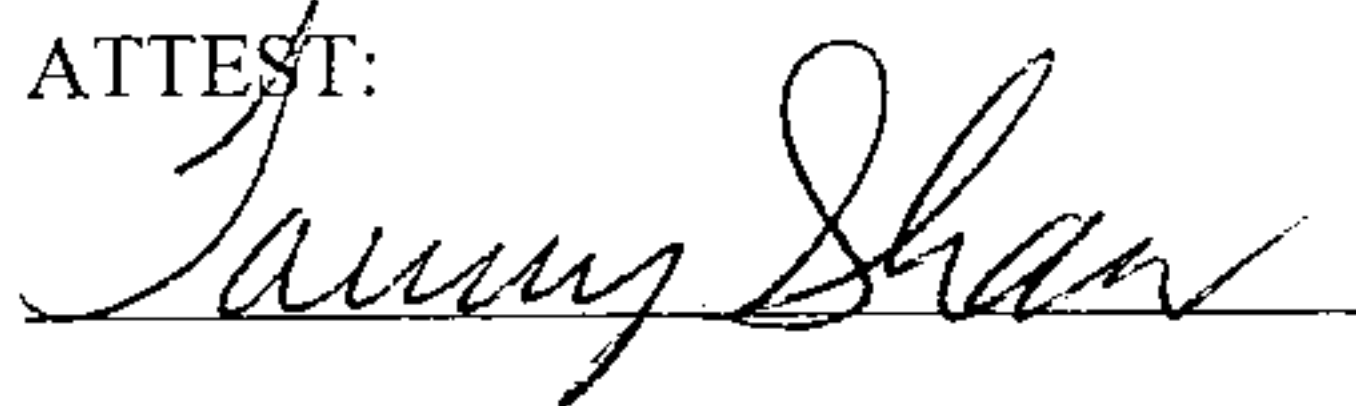
the contract. It is understood and agreed that County will pay all estimates and will be reimbursed by City and by OMBP within ten (10) days of notification by County of the amount due by each, which payments will be made payable to "Shelby County."

4. Temporary construction easements over and across the real estate involved will be and are hereby given by OMBP and City; said easements will be wide enough and sufficient to satisfy all phases of construction, including sloping, excavating banks, stockpiling dirt and construction materials, parking equipment, and any other needs deemed reasonably necessary by County during the construction phase. Upon completion of the project, City and OMBP shall and do hereby convey permanent and perpetual twenty-foot (20-foot) wide easements lying ten (10) feet on each side of the center line of the drainage structures, and ten (10) feet on each side of the center line of all outfall ditches over, across and under all real property under their respective ownership or control. Following completion of the new drainage system, each of the parties to this agreement will be responsible for maintenance of its/their portions of the easements and maintenance of the drainage structures, appurtenances, the forty-two-inch (42-inch) concrete pipe, all drainage associated facilities, junction boxes, and structures located thereon, over, under or across all real property affected which they own or have under their control at the time of execution hereof, which duty of maintenance will inure to the benefit of all other parties to this agreement; the easements and the duty to maintain the same shall be perpetual and shall run with the land.


5. Each party to this agreement agrees to execute any and all other contracts, documents, written easements, or other writings or instruments deemed advisable or reasonably necessary in order to carry out and effectuate the terms and conditions contained herein.

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals on the date first given above.

ATTEST:



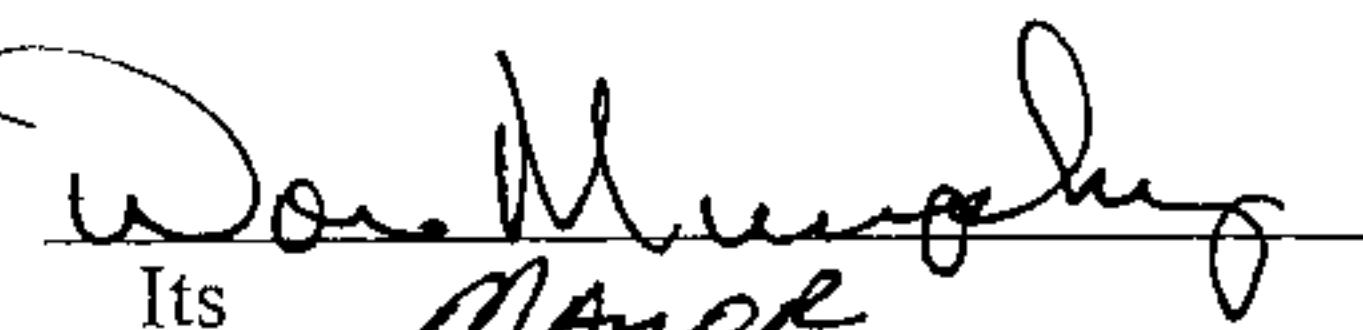
Shelby County, Alabama

By:   
Its County Engineer

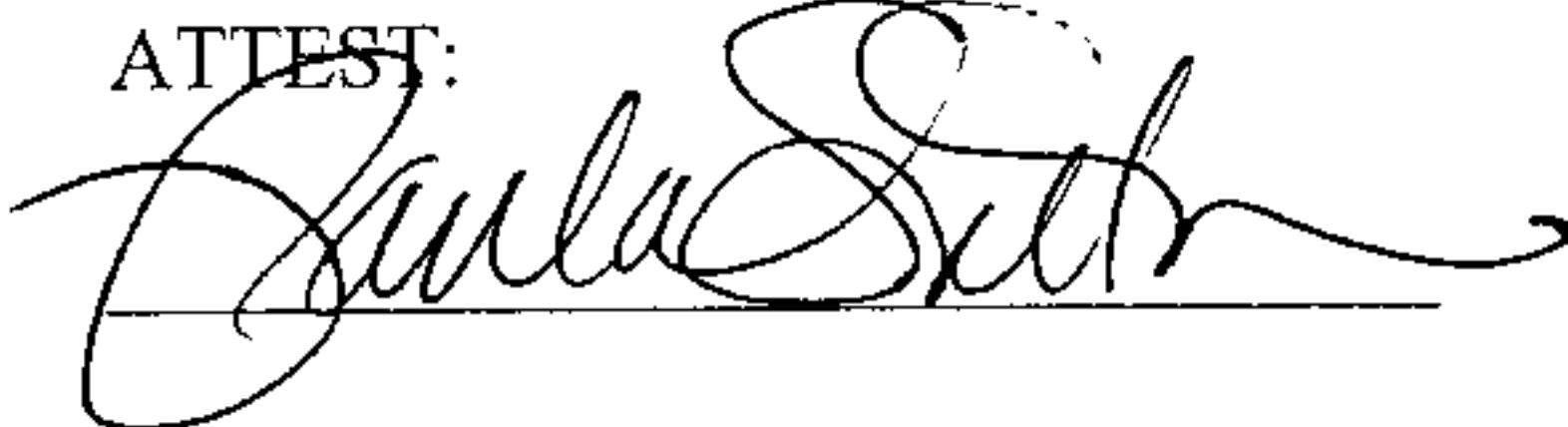
ATTEST:




City of Pelham, Alabama

By:   
Its MAYOR

ATTEST:



Oak Mountain Business Park, LLC

By:   
Its Managing Member