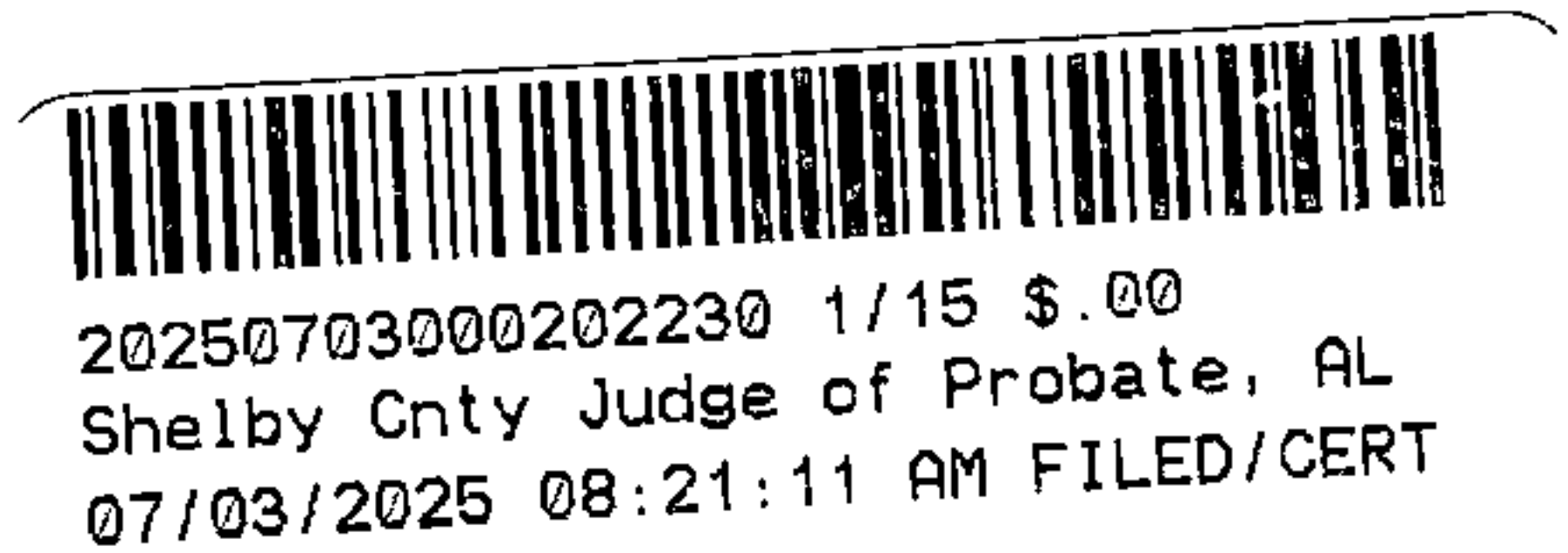


Parcel Number: 09 8 28 0 001 006.000

CONTRACT FOR SERVICES



County of) Shelby
State of) Alabama

This contract ("**Contract**") is made and executed effective as of the 27 day of July, 2025, by and between Cahaba Valley Fire and Emergency Medical Rescue District (hereinafter, referred to as "**CVFD**"), and 280 / 43, LLC and its assignees (hereinafter referred to as "**Property Owner**").

WHEREAS, CVFD is a duly constituted public corporation created and operating pursuant to the authority of Alabama Act 62 of 1977 as amended, and Act No. 99-245 of the Alabama Legislature (collectively, "**Creation Statutes**").

WHEREAS, CVFD is authorized pursuant to the Creation Statutes and is willing to provide Property Owner with the Emergency Services (defined herein) in accordance with the terms and conditions specified in this Contract.

WHEREAS, the Property Owner is the current property owner of the following premises and buildings located thereon in Shelby County, Alabama, Parcel Number: 09 8 28 0 001 006.000, as further described in Exhibit "A".

WHEREAS, the Property is currently located outside of the CVFD district's boundaries.


WHEREAS, the Property is not currently located within any municipal boundaries.

WHEREAS, the Property Owner desires to obtain fire protection and other public services such as, but not limited to: fire extinguishment, fire prevention, fire investigation, emergency medical service, transportation of the sick and injured, hazardous materials first response mitigation, etc. (collectively, the "**Emergency Services**") for the Property and the occupants thereof, and therefore desires to enter into this binding Contract with CVFD whereby CVFD will provide the Emergency Services, described in more detail below, to the Property Owner, the Property and its occupants.

WHEREAS, it is in the best interest of CVFD to enter into this binding Contract to provide the Emergency Services to Property Owner, the Property, and its occupants.

THEREFORE, in consideration of the following terms and conditions the CVFD and Property Owner agree as follows:

1. CVFD will make its Emergency Services, which expressly includes fire, rescue, and transport equipment and fire inspection and prevention services for the Property and its occupants for the purposes of preventing fires on the Property, for fighting and extinguishing fires on the Property, and for pre-hospital medical treatment and transport to the sick and injured on the Property.
2. CVFD will make its ambulance (rescue unit) or an ambulance of a closer mutual aid agency available for the transport of the sick and injured on the Property as part of the Emergency Services. Property Owner understands and agrees that the cost of transportation of the sick and injured on the Property is not covered in the cost of Emergency Services provided by

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CVFD under this Contract, and further understands that CVFD maintains the right to bill individual patients and their third party insurance carriers for the cost of emergency transportation in accordance with then-current CVFD billing schedules.

3. CVFD shall be the primary authority having jurisdiction and responsibility in all emergency incidents occurring on the Property which are not subject to the jurisdiction of law enforcement authorities.
4. The fire chiefs of the CVFD shall serve as assistants to the state fire marshal in the same manner as a chief of a municipal fire department pursuant to Section 36-19-3 of the Code of Alabama 1975.
5. The Property shall be subject to all fire codes as adopted by the State of Alabama, Shelby County, and the CVFD. The Property is subject to inspections and pre-planning activities just as other properties located in the CVFD district are subject to such inspections and activities.
6. In consideration of CVFD making the Emergency Services available to the Property Owner, the Property Owner will pay fees for the Emergency Services ("**Fee(s)**") to CVFD as follows:
 - a) The Property and Property Owner shall be subject to the definitions, application of service charges, and Fee rates contained in the Schedule of Service Charges described on Exhibit "B," attached hereto and incorporated herein by reference.
 - b) Property Owner shall pay the Fees annually on or before June 1st of each year following receipt of the Certificate of Occupancy (defined herein). The amount of the Fees for the first (1st) year of operation shall be prorated on a day for day basis using a year beginning June 1 and ending July 31 of the following calendar year.
 - c) Property Owner and CVFD agree that the Fees shall not increase by more than five percent (5%) annually.
 - d) The Property Owner acknowledges that it and the residents of the Property are not eligible to vote in matters involving the CVFD because the Property is not located within the CVFD District and that services are provided by way of this Contract.
7. The parties agree that the Property Owner paid the sum of Twenty Thousand Dollars (\$20,000.00) to CVFD prior to the execution of this Contract. Property Owner(s) shall pay the sum of Seventy Thousand Dollars (\$70,000.00) at the Commencement of Construction upon the Property to cover the cost of the Emergency Services to be provided by CVFD during the construction process and inspection phases. As used herein, the term "**Commencement of Construction**" means the start of land disturbance activities taking place upon the Property.
8. This Contract may be amended by a writing signed by both parties.
9. In the event that the District merges with another entity, assigns this Contract to another district, or can no longer legally perform the services contracted for herein, either party may terminate this contract upon no less than three hundred (300) days written notice prior

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CONTRACT FOR SERVICES

to the intended termination date as to ensure that proper notification(s) and transfer of services are made.

10. All notices, invoices, and payments which may be required by this Agreement shall be mailed to:

Cahaba Valley Fire & EMR District
Attention: Billing Office
145 Narrows Drive
Birmingham, AL 35242

280 / 43, LLC
3416 East Briarcliff Road
Mountain Brook, AL 35223



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Notices must be delivered by overnight courier such as FedEx. Either party may change its address for receipt of notices by providing the other party with written notice of its new address in accordance with this section.

11. The parties hereto do agree to hold harmless each other for acts outside the scope of normal operations as described in this Contract.
12. This Contract is made and enforced through the laws of the State of Alabama.
13. This Contract shall run with the land of the Property and shall be binding on any and all successor owners of the Property.
14. This Contract shall automatically terminate effective upon the date that the Property becomes a part of the CVFD District and the CVFD becomes obligated to provide the Emergency Services for the Property in the same manner as other properties located within the CVFD District.

The remainder of this page is intentionally left blank.
Signatures begin on the following page.

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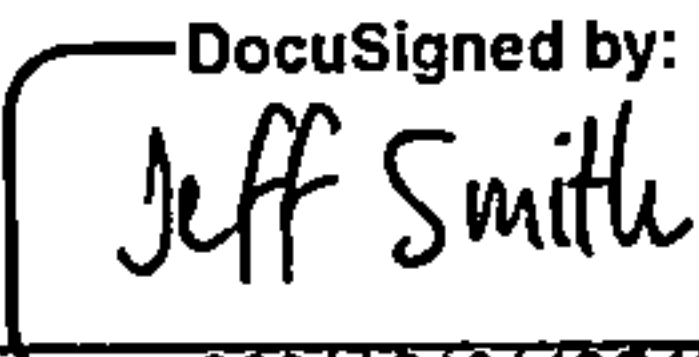
Cahaba Valley Fire and Emergency Medical Rescue District
Services Agreement

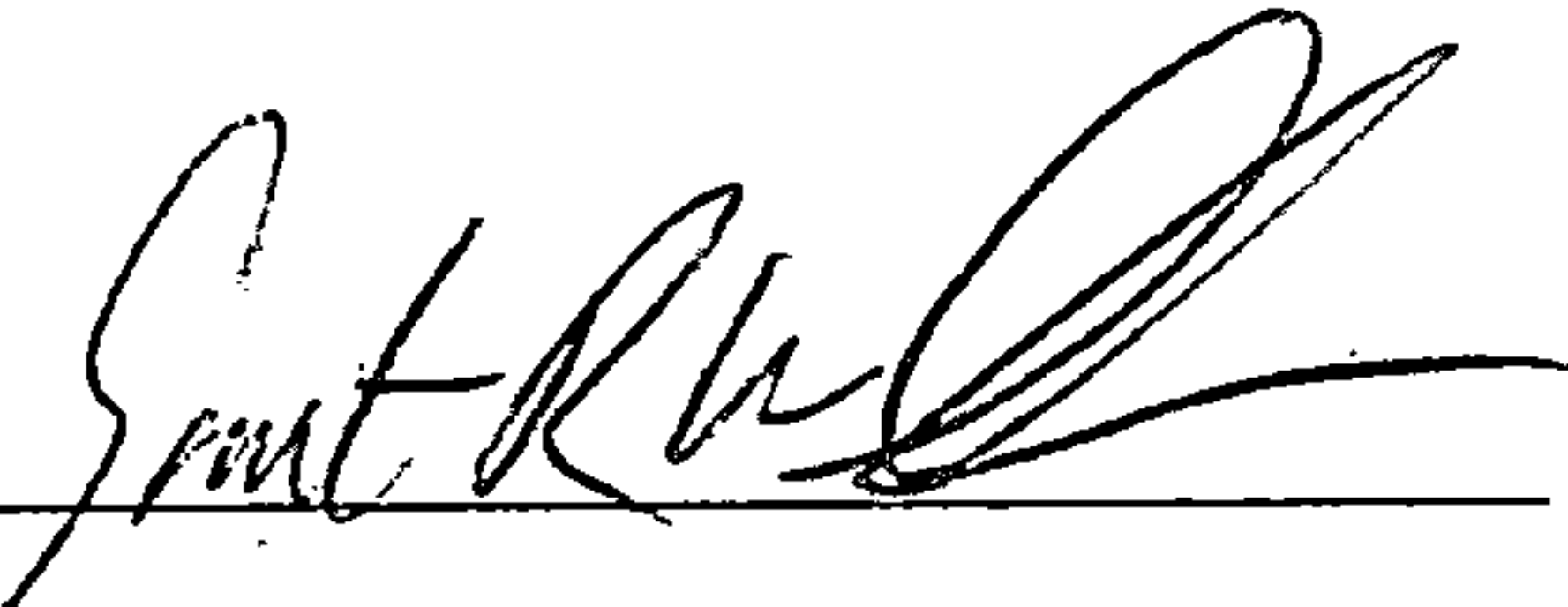
Accepted and Agreed:

Property Owner


Cahaba Valley Fire and EMR District

280 / 43, LLC


By: 
Name: Jeff Smith

By: 
Grant Wilkinson, Board President

Parcel Number: 09 8 28 0 001 006.000

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Exhibit A


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*Legal Description***PARCEL 1:**

Commence at the Northwest Corner of Section 28, Township 19 South, Range 1 West, Shelby County, Alabama; thence North 89 degrees 49 minutes 11 seconds West a distance of 3,738.02 feet; thence South 00 degrees 10 minutes 49 seconds West a distance of 1,058.49 feet to a point on the East right of way line of Bear Creek Road, (aka Shelby County Highway 43) and the Southerly right of way line of U.S. Highway 280, said point being the point of beginning; thence leaving said Bear Creek Road right of way line and along said U.S. Highway 280 right of way line, North 81 degrees 20 minutes 37 seconds East a distance of 141.73 feet; thence South 83 degrees 08 minutes 30 seconds East and along said right of way line a distance of 624.45 feet; thence South 50 degrees 17 seconds 58 minutes East and along said right of way line a distance of 298.95 feet; thence South 44 degrees 47 minutes 12 seconds East and along said right of way line a distance of 822.50 feet; thence South 50 degrees 24 minutes 13 seconds East and along said right of way line a distance of 438.38 feet to North right of way line of Seaboard Coast Line Railroad; thence North 67 degrees 26 minutes 38 seconds West leaving said U.S. Highway 280 and along said Railroad right of way line a distance of 24.08 feet; thence North 68 degrees 15 minutes 25 seconds West and along said right of way line a distance of 52.57 feet; thence North 68 degrees 22 minutes 45 seconds West and along said right of way line a distance of 52.97 feet; thence North 68 degrees 52 minutes 16 seconds West and along said right of way line a distance of 573.33 feet; thence North 69 degrees 20 minutes 16 seconds West and along said right of way line a distance of 50.46 feet; thence North 70 degrees 09 minutes 56 seconds West and along said right of way line a distance of 49.86 feet; thence North 71 degrees 18 minutes 28 seconds West and along said right of way line a distance of 50.93 feet; thence North 72 degrees 06 minutes 34 seconds West and along said right of way line a distance of 54.53 feet; thence North 74 degrees 42 minutes 30 seconds West and along said right of way line a distance of 49.25 feet; thence North 76 degrees 07 minutes 22 seconds West and along said right of way line a distance of 52.42 feet to a curve to the left, having a radius of 1,476.06 feet, subtended by a chord bearing South 80 degrees 40 minutes 02 seconds West having a chord distance of 1,104.00 feet; thence along the arc of said curve and along said right of way line for a distance of 1,131.50 feet; thence North 28 degrees 54 minutes 46 seconds West and leaving said right of way line a distance of 160.95 feet; thence South 74 degrees 05 minutes 18 seconds West a distance of 102.18 feet; thence North 47 degrees 44 minutes 42 seconds West a distance of 259.19 feet to the Easterly right of way line of Bear Creek Road (aka Shelby County Highway 43); thence North 45 degrees 36 minutes 24 seconds East and along said right of way line a distance of 11.79 feet; thence South 53 degrees 47 minutes 44 seconds East and along said right of way line a distance of 40.01 feet; thence North 42 degrees 02 minutes 50 seconds East and along said right of way line a distance of 210.92 feet; thence North 32 degrees 14 minutes 46 seconds East a distance of 600.51 feet to the point of beginning.

PARCEL 2:

Commence at the Northwest Corner of Section 28, Township 19 South, Range 1 West, Shelby County, Alabama; thence North 89 degrees 49 minutes 11 seconds West a distance of 3,738.02 feet; thence South 00 degrees 10 minutes 49 seconds West a distance of 1,058.49 feet to a point on the East right of way line of Bear Creek Road, (aka Shelby County Highway 43) and the Southerly right of way line of U.S. Highway 280, thence leaving said Bear Creek Road right of way line and along said U.S. Highway 280 right of way line, North 81 degrees 20 minutes 37 seconds East a distance of 141.73 feet; thence South 83 degrees 08 minutes 30 seconds East and along said right of way line a distance of 624.45 feet; thence South 50 degrees 17 seconds 58 minutes East and along said right of way line a distance of 298.95 feet; thence South 44 degrees 47 minutes 12 seconds East and along said right of way line a distance of 822.50 feet; thence South 50 degrees 24 minutes 13 seconds East and along said right of way line a distance of 438.38 feet to North right of way line of Seaboard Coast Line Railroad; thence North 67 degrees 26 minutes 38 seconds West leaving said U.S. Highway 280 and along said Railroad right of way line a distance of 24.08 feet; thence North 68 degrees 15 minutes 25 seconds West and along said right of way line a distance of 52.57 feet; thence North 68 degrees 22 minutes 45 seconds West and along said right of way line a distance of 57.97 feet; thence South 74 degrees 20 minutes 53 seconds West a distance of

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167.52 feet to the Southerly right of way line of Seaboard Coast Line Railroad to a curve to the left, having a radius of 675.38 feet, and subtended by a chord bearing North 68 degrees 53 minutes 00 seconds West, and a chord distance of 137.22 feet; thence along the arc of said curve and along said right of way line for a distance of 137.46 feet to the point of beginning; thence North 68 degrees 50 minutes 36 seconds West and along said right of way line a distance of 302.13 feet; thence North 69 degrees 19 minutes 35 seconds West and along said right of way line a distance of 49.64 feet; thence North 70 degrees 15 minutes 25 seconds West and along said right of way line a distance of 50.26 feet; thence North 71 degrees 14 minutes 33 seconds West and along said right of way line a distance of 22.74 feet; thence South 00 degrees 17 minutes 04 seconds East and leaving said right of way line a distance of 163.11 feet to the Northerly right of way line of Old Highway 280; thence North 71 degrees 57 minutes 51 seconds West and along said right of way line a distance of 9.55 feet to a curve to the right, having a radius of 675.38 feet, subtended by a chord bearing North 88 degrees 37 minutes 31 seconds East, and a chord distance of 387.27 feet; thence along the arc of said curve and along said right of way line for a distance of 392.78 feet to the point of beginning.

PARCEL 3:

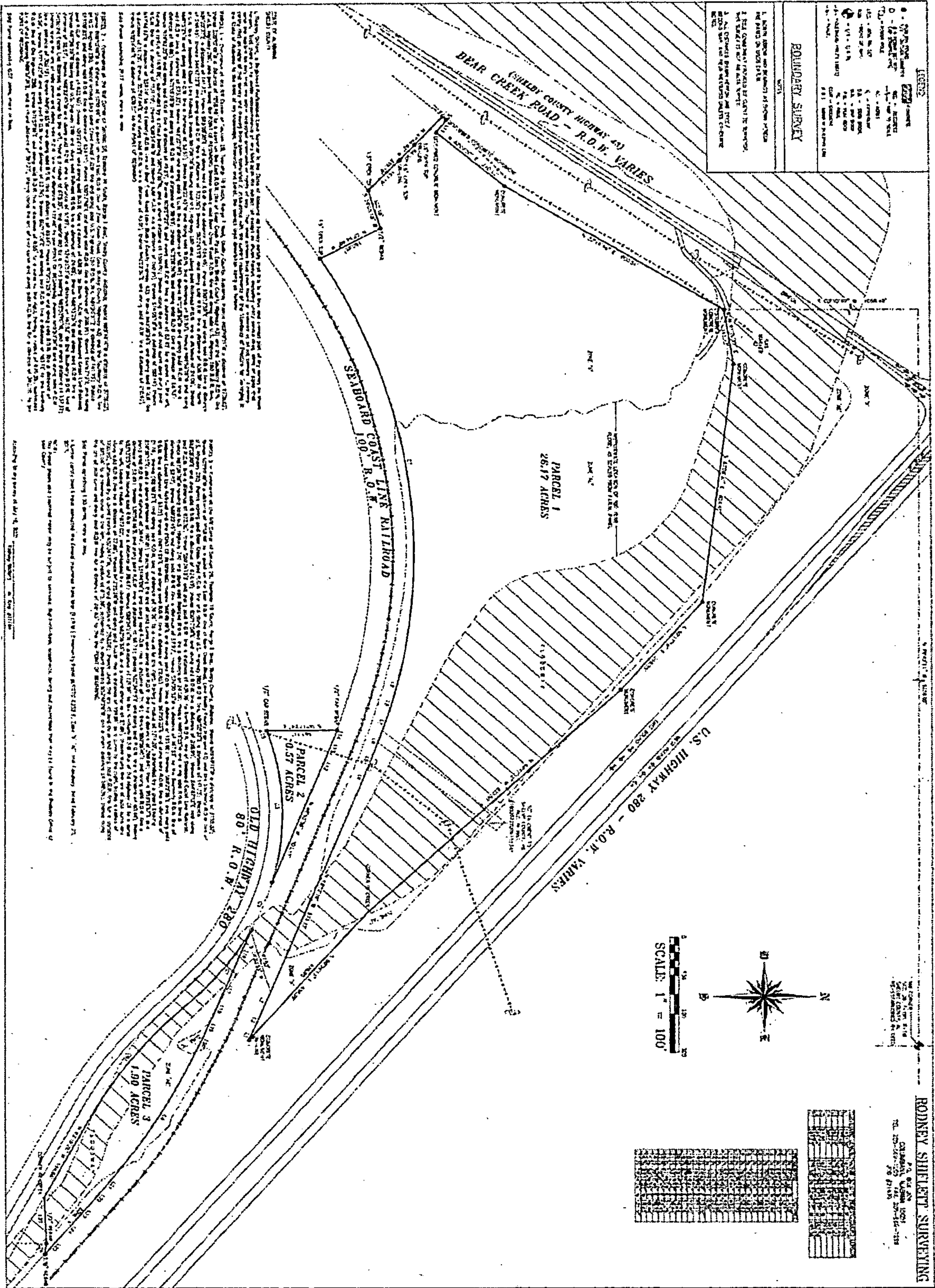
Commence at the Northwest Corner of Section 28, Township 19 South, Range 1 West, Shelby County, Alabama; thence North 89 degrees 49 minutes 11 seconds West a distance of 3,738.02 feet; thence South 00 degrees 10 minutes 49 seconds West a distance of 1,058.49 feet to a point on the East right of way line of Bear Creek Road, (aka Shelby County Highway 43) and the Southerly right of way line of U.S. Highway 280, thence leaving said Bear Creek Road right of way line and along said U.S. Highway 280 right of way line, North 81 degrees 20 minutes 37 seconds East a distance of 141.73 feet; thence South 83 degrees 08 minutes 30 seconds East and along said right of way line a distance of 624.45 feet; thence South 50 degrees 17 seconds 58 minutes East and along said right of way line a distance of 298.95 feet; thence South 44 degrees 47 minutes 12 seconds East and along said right of way line a distance of 822.50 feet; thence South 50 degrees 24 minutes 13 seconds East and along said right of way line a distance of 438.38 feet to North right of way line of Seaboard Coast Line Railroad; thence North 67 degrees 26 minutes 38 seconds West leaving said U.S. Highway 280 and along said Railroad right of way line a distance of 24.08 feet; thence North 68 degrees 15 minutes 25 seconds West and along said right of way line a distance of 52.57 feet; thence North 68 degrees 22 minutes 45 seconds West and along said right of way line a distance of 57.97 feet; thence South 74 degrees 20 minutes 53 seconds West a distance of 167.52 feet to the Southerly right of way line of Seaboard Coast Line Railroad and the point of beginning; thence South 68 degrees 49 minutes 39 seconds East and along said right of way line a distance of 133.90 feet; thence South 68 degrees 22 minutes 36 seconds East and along said right of way line a distance of 57.11 feet; thence South 68 degrees 14 minutes 29 seconds East and along said right of way line a distance of 52.45 feet; thence South 67 degrees 25 minutes 03 seconds East and along said right of way line a distance of 51.76 feet; thence South 65 degrees 48 minutes 21 seconds East and along said right of way line a distance of 36.26 feet to a curve to the right, having a radius of 1,711.20 feet, subtended by a chord bearing South 59 degrees 36 minutes 15 seconds East, and a chord distance of 387.81 feet; thence along the arc of said curve and along said right of way line a distance of 388.64 feet; thence South 53 degrees 13 minutes 57 seconds East and along said right of way line a distance of 36.64 feet; thence South 51 degrees 46 minutes 09 seconds East and along said right of way line a distance of 51.76 feet; thence South 50 degrees 56 minutes 45 seconds East and along said right of way line a distance of 52.45 feet; thence South 50 degrees 58 minutes 46 seconds East and along said right of way line a distance of 56.73 feet; thence South 50 degrees 39 minutes 55 seconds East and along said right of way line a distance of 60.48 feet; thence North 83 degrees 12 minutes 03 seconds West and leaving said right of way line a distance of 28.63 feet; thence South 88 degrees 24 minutes 24 seconds West a distance of 121.98 feet to the Northerly right of way line of Old Highway 280 to a curve to the left, having a radius of 1,677.02 feet, and subtended by a chord bearing North 62 degrees 06 minutes 53 seconds West, and a chord distance of 27.86 feet; thence along the arc of said curve and along said right of way line for a distance of 27.86 feet; thence North 62 degrees 35 minutes 26 seconds West and along said right of way line a distance of 194.86 feet to a curve to the right, having a radius of 1,100.95 feet; subtended by a chord bearing North 52 degrees 34 minutes 17 seconds West, and a chord distance of 383.08 feet; thence along the arc of said curve and along said right of way line for a distance of 385.04 feet to a reverse curve to the left, having a radius of 675.38 feet, subtended by a chord bearing North 52 degrees 48 minutes 08 seconds West, and a chord distance of 240.36 feet; thence along the arc of said curve and along said right of way line for a distance of 241.65 feet to the point of beginning.

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Exhibit B – Schedule of Service Charges

A seven (7) page schedule is attached behind this page.



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2025-2026 SCHEDULE OF SERVICE CHARGES



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Effective Fiscal Year 2026 forward (Oct 1, 2025, to Sept 30, 2026)

Invoices are sent on June 1 and become payable. Invoices are due September 30 and become delinquent October 1. Late fees will be applied.

PROPOSED SERVICE CHARGE SCHEDULE FOR THE CAHABA VALLEY FIRE & EMERGENCY MEDICAL RESCUE DISTRICT

The duly elected members of the Board of Trustees of the Cahaba Valley Fire & Emergency Medical Rescue District do hereby set the following service charge schedule effective on the fiscal year beginning October 1, 2025, and for ensuing fiscal years, or until amended in accordance with law. The new rates include a five percent increase from the previous year.

DEFINITIONS

When used in this schedule of service charges, the following words and phrases shall have the following meanings respectively, unless the context clearly indicates otherwise:

Ambulance transport charges- means transportation costs incurred by the person towards availing ambulance services from the site of accident/incident to the hospital or from the site of first treatment to a medical center for additional care. Charges are set forth by Medicare and Medicaid reimbursement schedules.

Apartment - A room or suite of rooms in a building comprising a dwelling unit separate from others in the building, and typically having its own separate bath, sanitary, and kitchen facilities. Such apartments are in most cases rented from the owner by those dwelling in them.

Commercial Property - For the purposes of this service charge schedule, the term "commercial property" shall mean all real property used for commercial purposes; including, but not limited to, stores, restaurants, service stations, repair businesses, greenhouses, nurseries, office buildings, sales office buildings, manufacturing and assembly plants, airports, night clubs, warehouses, mines, swimming pools, and quarries.

Provided, however, that any and all real property owned by a municipality, the county, the state, or any agency or department thereof, including providers of water systems, sewer systems and other services and facilities whether or not for profit, or owned by an organized church, with an active congregation and with exemption from state and county property taxes shall not be deemed to be commercial property, and shall be exempt from all service charges.

Commercial Structure - For the purposes of this service charge schedule, the term "commercial structure" shall mean any structure on real property which structure is used for commercial purposes and shall include any structure whether permanent or temporary;

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including, but not limited to, campers, green houses, mines, mobile homes, quarries, pole barns, swimming pools, and trailers.

Contiguous Property - For the purposes of this service charge schedule, the term "contiguous property" shall mean property which is contiguous by virtue of having a boundary line in common, or portion of a boundary line in common, with property owned by the same landowner. For the purposes of this definition, the same landowner shall mean an identical identity of ownership, whether by individual, firm, corporation, partnership, or other legal entity or entities.

Landowners shall be deemed owners of contiguous real property if the parcels of real property which are held by common ownership are divided by public highways or public roads, and the parcel(s) on one or both sides of the public highway or public road are unimproved land. If, however, the parcels on both sides of the public highway or public road are improved land, then the parcels shall not be considered as contiguous property for the purposes of the schedule or service charges, but as distinct and separate properties.

District - The real property situated within the boundaries of the Cahaba Valley Fire & Emergency Medical Rescue District as described by the Petition to create the District, filed on March 25, 1982, in the Probate Office of Shelby County, Alabama and approved on May 6, 1982, and as said boundary is changed from time to time by the addition or deletion of property.

Hotel - An establishment that provides accommodation and other services for paying guests; normally larger than a guest house, and often one of a chain. To include extended stays.

Landowner - The term "landowner" shall mean the owner or owners of real property situated within the District, whether as co-owners, joint owners, individuals, firms, corporations, partnerships, or other legal entities. For the purposes of this schedule of service charges, each co-owner or joint owner, whether an individual or other legal entity, shall be deemed to be separately and severally liable and responsible for the service charges and other costs and expenses assessed herein.

Mixed Use Property - For the purposes of this service charge schedule, the term "mixed use property" shall include the following:

- (a) A commercial enterprise, school, church, or other civic, educational, religious, or service organization which provides residence, residential accommodation, or housing to employees or any persons whatsoever.
- (b) Residential property on which is established any structure, building, warehouse, mobile home, trailer, camper, or equipment, whether moveable or fixed, whether permanent or temporary, which is used for commercial purposes.
- (c) Residential property which has situated thereon, multiple houses, structures, buildings, warehouses, mobile homes, trailers, equipment, whether moveable or fixed, whether permanent or temporary, which are used for residential purposes.

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Motel - A lodging establishment typically featuring a series of rooms whose entrance is immediately adjacent to a parking lot, as might facilitate easy access to one's automobile during an overnight stay, particularly located near a major highway. To include extended stays.

Parcel - A unit of real property that has been designated by the Shelby County Tax Assessor's office with an individual identification number, or has been designated on the Ownership Map, County of Shelby - Ad Valorem Tax Division.

Residential Property - For the purpose of this schedule of service charges the term "residential property" shall mean one single family house, townhouse, condominium unit, apartment, mobile home, camper, or trailer:

- (a) which is constructed for occupation as a residence for a single family, whether occupied as personal residence by the landowner, or unoccupied by the landowner but maintained for non-commercial personal purposes by the landowner; or
- (b) which is operated, maintained, or used for rental purposes, or for any residential purposes whatsoever, and whether or not occupied.

The term "residential property" includes all outbuildings, such as garages, sheds, stables, campers, and swimming pools which are used by the landowner or others in conjunction with the primary residence.

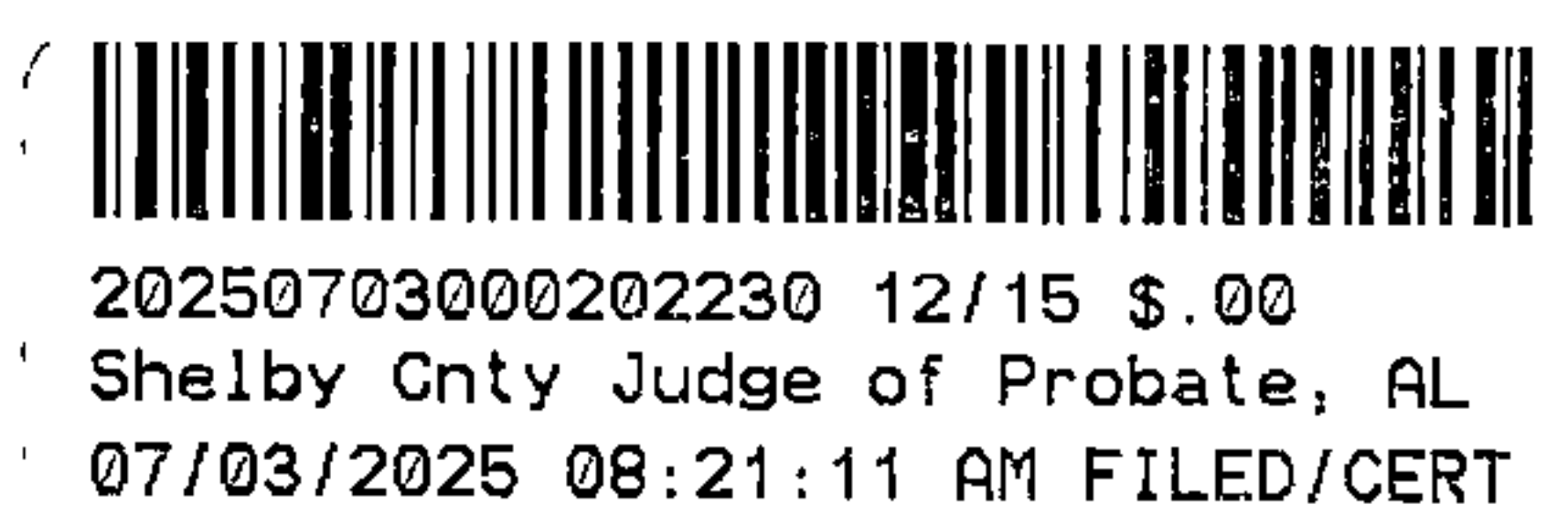
Service Charge- The service charge shall be levied upon and collected from persons and properties served by the system except boards of education and county, state, and municipal property shall be exempt. The service charges shall cover firefighting and emergency medical services including all fire responses, first response emergency medical services (excluding ambulance transport), response to motor vehicle crashes, first response to hazardous material incidents, public assistance request, smoke detector inspection and installation, weather event responses, and public safety education.

Unimproved Real Property - For the purposes of this schedule of service charges the term "unimproved real property" means:

- (a) Real property, which is unimproved by any residence, structure, fixture, building, swimming pool, quarry, or any other artificial building or structure.
- (b) Real property which does not have situated upon said real property for any part of the fiscal year any movable structure, mobile home, trailer, camper, equipment or rolling equipment, whether temporary or permanent, whether for a portion of the fiscal year or for the entire fiscal year.
- (c) Real property which is not utilized for any residential or commercial purpose at any time during the fiscal year.

APPLICATION OF SERVICE CHARGES

1. Upon approval of these service charges in the manner provided by law, all service charges levied pursuant to this schedule of service charges shall be levied upon every landowner of real

CONTRACT FOR SERVICES

property within the District, irrespective of whether any individual landowner or landowners require or consent to the services of the District.

2. All service charges, additional charges, and legal expenses assessed pursuant to this schedule of service charges shall be levied upon the landowners of the real property, whether individuals or entities. In the event of joint ownership, co-ownership, partnerships, or multiple ownerships, each owner or general partner shall be severally and separable liable for the service charges and other charges levied pursuant to this schedule of service charges.
3. Service charges shall be assessed for each fiscal year, which fiscal year shall commence on the first day of October of each year and shall conclude on the 30th day of September of the successive year. Service charges which change or accrue during the fiscal year shall be due and payable upon receipt of an invoice for such charges. Annual service fee invoices will be sent and payable in June of each year and are due by September 30th of same year. All unpaid services fees will incur a late fee in accordance with item 7 of this document. It is acceptable to pay monthly installments, so the balance is paid in full by September 30th.
4. The service charges on commercial structures which are temporary shall be levied based on the maximum square footage of all the structures located on the property during the applicable fiscal year.
5. Square footage shall be calculated from the exterior walls and shall include all overhangs, porches, and covered areas. If there is more than one floor, the service charge will be calculated based on the sum of the square footage of all the floors.
6. Service charges, interest, legal expenses, or other charges payable pursuant to this schedule of service charges shall constitute a lien against the property and improvements thereon for which said unpaid charges are payable and said lien shall be enforceable by foreclosure and sale of the property and improvements to the extent permitted by law, and in the same manner in which foreclosure of municipal assessments for public improvements are authorized.
7. If service charges for any fiscal year are unpaid by September 30th, a late payment fee equal to ten percent (10%) of such charge, but not less than Fifteen Dollars (\$15.00), shall be immediately payable as the late charges for that fiscal year. Additionally, all unpaid service charges shall accrue interest from October 1st of the fiscal year at the rate of eighteen percent (18%) per annum.
 - (a) If service charges accrue during the fiscal year, and service charges are unpaid for such properties three months after the due date, the above stated late payment fee shall be payable. Similarly, interest shall begin to accrue on any such unpaid charge three months after the due date and shall be payable at the above stated interest rate of eighteen percent (18%) per annum.
 - (b) Interest at the above stated rate shall accrue and be payable from the date due on any other charges pursuant to this service charge schedule, including late payment fees.

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8. In the event that any unpaid balance is placed with an attorney for collection or foreclosure, the landowner shall be liable for all reasonable attorney's fees, costs and expenses incident thereto, including but not limited to costs of court, advertisement and sale.
9. Service charges on new construction shall begin to accrue on the date that the structure is roofed. All service charges on new construction shall be prorated for that fiscal year from the month that such charges begin to accrue, provided that if such charges begin to accrue before the 15th day of the month, such charges shall be payable for the entire month; if, however such service charges begin to accrue on or after the 15th day of the month, service charges shall be prorated from the first day of the following month.
10. All service charges and other charges payable pursuant to this service charge schedule may be appealed to the Board of Trustees of the District, provided that such notice of appeal plus a non-refundable Fifteen Dollar (\$15.00) fee is submitted to the Board in writing within thirty (30) days of billing for such charges or expenses. On filing such appeal, the Board shall set the hearing for said appeal on the agenda of the Board's next regularly scheduled meeting. In the event that the Board determines that the charges or expenses previously assessed shall be reduced, the Fifteen Dollar (\$15.00) appeal fee shall be deducted from the amount appealed, or shall be refunded, if no amounts are due and payable. The decision of the Board shall be final.
11. For the purposes of billing, all amounts payable pursuant to this rate schedule shall be deemed to have been billed on the date of mailing by the District to the address of the property, whether or not such property has mailboxes, unless some other address is provided by the landowner. The landowner shall have the obligation to notify the Board of Trustees in writing of the correct mailing address of such landowner if the mailing address of the property differs from the address to which the landowner normally receives correspondence and billing.
12. The Board of Trustees shall have the right, exercisable after a hearing, to waive service charges and other costs and expenses, if, in the opinion and sole discretion of the Board, the landowner is found to be indigent, or for such other good cause shown.
13. If any term, provision, or portion of this schedule of service charges is held by a court of competent jurisdiction to be invalid, void, of unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected or invalidated.
14. The Board of Trustees has determined that ambulance service shall be provided within the District, and the Board shall establish the appropriate charge for such service provided. CVFD shall bill the individual's insurance (if applicable) first, any cost not covered by insurance becomes the responsibility of the individual or the responsible party.
15. All owners and/or occupants of apartments, commercial properties, condominiums, hotels, motels, residential properties, and townhouses (exclusive of owners and occupants of apartments or commercial properties served only by private metered fire hydrants with no annual maintenance charge) in all areas of the District and within 1,000 radial feet of a Birmingham Water Work's fire hydrant shall as of October 1st in each fiscal year be assessed an

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amount computed as set forth below, in addition to any charges otherwise due to the District, such annual charges to enable the District to pay to Birmingham Water Works the annual charges for fire hydrants and any amounts incident to their installation, maintenance, and other costs related to the computation of annual charges on the lines of such water system within the District, but offer allowances for any installation costs on prepayment of annual charges assessed against developers by Birmingham Water Works; when the annual rental for such fire hydrants in the District is established at no more than \$217.80 (exclusive of utility tax) this surcharge shall be \$12.00, and there shall be a \$1.00 increase in such surcharge for each \$10.00 or any part thereof by which the annual rental (exclusive of utility tax) exceeds \$217.80.



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Residential Rates

Residential rates are tied to property value, as assessed by the Shelby County Revenue Department

Property value

	From	To	Dues Amount
R1	\$0.00	\$99,999.99	\$366.96
R2	\$100,000.00	\$199,999.99	\$431.20
R3	\$200,000.00	\$299,999.99	\$491.92
R4	\$300,000.00	\$399,999.99	\$557.91
R5	\$400,000.00	\$499,999.99	\$620.42
R6	\$500,000.00	\$599,999.99	\$684.65
R7	\$600,000.00	\$699,999.99	\$745.40
R8	\$700,000.00	\$799,999.99	\$809.64
R9	\$800,000.00	\$899,999.99	\$873.87
R10	\$900,000.00	\$999,999.99	\$934.63
R11	\$1,000,000.00	\$1,099,999.99	\$998.86
R12	\$1,100,000.00	And over	\$1,064.82

Commercial / Vacant Property / Apartment / Hotel / Motel / Mobile Home Rates

Commercial Rates are based on square footage of roofed floor space

Commercial Property Rates	-----
(C1) Property protected by automatic sprinklers	\$0.2037 per square foot, per year

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(C2) Property not protected by automatic sprinklers	\$0.2262 per square foot, per year
Vacant Property Rates	-----
(U1) Vacant property less than 100 acres	\$75.65 per year
(U1) Vacant property over 100 acres	\$0.75 per acre with a maximum of \$1,490.05
Apartment Rates	-----
(C3) Each apartment unit	\$480.37 per year
(C5) Offices and Club Houses	\$0.2523 per square foot per year
Hotel / Motel Rates	-----
(C4) Each room	\$150.01 per year
(C5) Offices and Club Houses	\$0.2 523 per square foot per year
Mobile Home Rates	-----
(T1) Mobile Homes	\$283.01
Structures within 1,000 radial feet of a Birmingham Water Works Board fire hydrant will be charged a \$16.00 hydrant fee.	