

**Utility Management, LLC
P.O. Box 43823
Birmingham, Alabama 35243
Phone (205) 967-9968 Facsimile (205) 967-8178**

August 3, 2011

Mr. Walter Thomas, Secretary
Alabama Public Service Commission
100 North Union Street, Suite 850
Montgomery, AL 36104



**RE: Application to Modify Certificate of Financial Viability
Of Utility Management, LLC (31187) to add
The Preserve at Lake Mitchell Phase II
And
Marina Point Condominiums**

Dear Mr. Thomas;

Pursuant to APSC Interim Waste Water Rule WW-3(B) Utility Management, LLC (UMLLC - Docket 31187) is submitting this certification modification application requesting that The Preserve at Lake Mitchell and Marina Point Condominiums be added to the list of wastewater systems Utility Management, LLC is certified to own, operate and maintain.

The Preserve at Lake Mitchell Phase II is an expansion of a two lot parcel to accommodate ten dwellings located in Coosa County Alabama on Lake Mitchell at the end of a new road off Coosa County # 1 and Preserve Lane named Cottage Drive. The subdivision is in the design stage and the plat will be recorded soon. Utility Management, LLC has provided the necessary language to be on the plat. The necessary documents such as the covenants, easements and the SNDA from the bank have been recorded by metes and bounds. The easements will also be reflected on the plat map.

The Preserve at Lake Mitchell Phase II system will provide sewer service to eight (8) lake front cabins including the two (2) existing cabins plus two (2) cabins across the road from the lake. Each lot will be served by an one thousand (1000) Gallon Septic Tanks, a Nayadic M6-A Aerobic Treatment Unit, a 1000 Gallon Pump Tank, a Myers 2NFL-12E Effluent Pump, with Checkmate valve in Pump Tank, Float Controls with alarm, a 1-1/2" PVC Force Main to a Checkmate Valve in a Valve Box at the 3" Common Collector Force Main leading to a 1000 Gallon Velocity Distribution Box and EZ Lay t1003 Series Distribution disposal system as more particularly set forth in the plans and specifications designated by Alternative Wastewater Engineering, LLC and subject to Utility Management's approval of the installation and assumption of title to the common components and management of the common components of the Sewer

System. The total system is to be for 3500 GPD and will be permitted as a common system by the Alabama Department of Public Health.

The customers will have the Residential Class of service at the approved tariff.

Attached is an analysis of the estimated revenue the system will generate, the developer's estimated construction cost of the system, a system layout, the executed agreements and covenants for the system and the permit application to the Alabama Department of Public Health. All other items required by Waste Water Rule WW-3(B) of the APSC Interim Waste Water Rules have been previously provided to the commission.

The Marina Point Condominiums is located on Lake Martin at 100 Bay Point Drive, Dadeville, AL 36853 and has been in existence since prior to Code of Ala. § 22-25A-1 et seq. and Code of Ala. § 22-25B-1 et seq. and permitted by the Alabama Department of Public Health, which permit has expired..

The Marina Point Condominiums is a condominium community with 24 condominium units served by an existing 6600 GPD Bioclear common wastewater system which has been well maintained. It was presently permitted by the Alabama Department of Public Health. Utility Management, LLC is working with the Alabama Department of Public Health to immediately get it permitted to them as soon as their Certificate is amended to add it to their list.

Utility Management, LLC has been working with all the parties to assume the operation for the system and will continue to contract with the existing licensed service contractor.

Attached is an analysis of the estimated the revenue and expensed the Marina Point Condominiums system will generate, a system layout, the executed agreements and covenants for the system and the permit application to the Alabama Department of Public Health. All other items required by Waste Water Rule WW-3(B) of the APSC Interim Waste Water Rules have been previously provided to the commission.

Also included is a check for the required application fee of Three Hundred & 00/100 Dollars (\$300.00).

Sincerely;



Donald N. Guthrie
Legal Counsel/Member
Utility Management, LLC

Attachments

EXHIBITS INDEX

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SECTION ONE

COMMON DOCUMENTS INDEX

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EXHIBIT “A”**COMBINED ESTIMATED REVENUE BASED ON CURRENT APPROVED TARIFF RATE****Utility Management, LLC****PRESERVE ATE LAKE MITCHELL PHASE II**

Year	Type Unit	Paying Units	Monthly Rate	Monthly Revenue	Annual Revenue
Oct-Dec 2011	Residence	2	\$44.07	\$ 88.14	\$ 264.42
	RV	N.A.	\$25.00	\$ 0.00	\$ 0.00
	Vacant	None	\$10.00	\$ 0.00	\$ 0.00
	Reconnection Fee		\$20.00	\$ 0.00	\$ 0.00
				\$ 88.14	\$ 264.42
2012 -	Residence	5	\$44.07	\$ 220.35	\$ 2,644.20
	RV	N.A.	\$25.00	\$ 0.00	\$ 0.00
	Vacant	None	\$10.00	\$ 0.00	\$ 0.00
	Reconnection Fee		\$20.00	\$ 0.00	\$ 0.00
				\$ 220.35	\$ 2,644.20
2013 - 15	Residence	10	\$44.07	\$ 440.70	\$ 5,288.40
	RV	N.A.	\$25.00	\$ 0.00	\$ 0.00
	Vacant	None	\$10.00	\$ 0.00	\$ 0.00
	Reconnection Fee		\$20.00	\$ 0.00	\$ 0.00
				\$ 220.35	\$ 5,288.40

MARINA POINT CONDOMINIUMS

Year	Type Unit	Paying Units	Monthly Rate	Monthly Revenue	Annual Revenue
Oct-Dec 2011	Residence	24	\$44.07	\$1,057.68	\$ 3,173.04
	RV	N.A.	\$25.00	\$ 0.00	\$ 0.00
	Vacant	None	\$10.00	\$ 0.00	\$ 0.00
	Reconnection Fee		\$20.00	\$ 0.00	\$ 0.00
				\$1057.00	\$ 3173.04
2012 - 2015 (Per Yr.)	Residence	24	\$44.07	\$1,057.68	\$12,692.16
	RV	N.A.	\$25.00	\$ 0.00	\$ 0.00
	Vacant	None	\$10.00	\$ 0.00	\$ 0.00
	Reconnection Fee		\$20.00	\$ 0.00	\$ 0.00
				\$1057.68	\$12,692.00

COMBINED ESTIMATED REVENUE

Year	Type Unit	Paying Units	Monthly Rate	Monthly Revenue	Annual Revenue
Oct-Dec 2011	Residential	26	\$ 44.07	\$ 1,145.83	\$ 3,437.46
2012	Residential	29	\$ 44.07	\$ 1,278.03	\$ 15,336.36
2013 – 15	Residential	36	\$44.07	\$ 1,586.52	\$ 19,038.24

EXHIBIT B**UTILITY MANAGEMENT, LLC
CUSTOMER SEWER SERVICE APPLICATION**

Utility Management, LLC, is an Alabama Certified Financially Viable Wastewater Management Entity which as such operates the wastewater system serving the following real property:

[Enter subdivision name] : UNIT/LOT #: ____

[Enter parcel address]

____, AL ____

____ ("Customer") hereby contract for wastewater sewer services for the above property at a payable in advance rate of:

Service Transfer Fee \$ 25.00

Service Charge \$ 44.07 per month plus \$2.73 state and local taxes and fees

Total Monthly Due \$ 46.80 until such time as different rate is approved by the State of Alabama.

Customer mailing address for the monthly invoice if different shall be:

_____, ____

Remit payment to: **Utility Management, LLC**
P.O. Box 43823
Birmingham, AL 35243
Phone: (205) 967-9968
Toll Free: 1 (877) 967-9968

The above Parties acknowledge that the Management Entity is and Applicant/Customer is subject to the rate filing approved by the Alabama Public Service Commission. Applicant/Customer agrees to abide by applicable rules of the Management Entity and shall hold Utility Management, LLC harmless from the expense of any damage to the system caused by the actions of the Applicant/Customer including but not limited to those listed on the Prohibited Substances list on the reverse of this application

NOTICE: For the protection of the environment and the public health & safety, the tariff and rules as approved by the Alabama Public Service Commission ("APSC") allows Utility Management, LLC, at its sole option, to cut off potable water service to the property for non-payment or any other breach of the Rules. The reconnection charge is \$25.00. Such tariffs and rules are available upon request from APSC or Utility Management, LLC. We the customer, do consent to the installation of the necessary valve.

Entered into and agreed this the ____ day of _____, _____.

UTILITY MANAGEMENT, LLC

APPLICANT/CUSTOMER(S)

By: _____
Its Authorized Representative

By: _____
& _____

PROHIBITED SUBSTANCES DO NOT DISPOSE INTO SYSTEM

Coffee grinds

Disposal diapers

Fats, grease or oil

Thinners

Dental floss

sanitary napkins

Paper towels

Motor oil

kitty liter

Cigarette butts

Paints

Pesticides

Tampons

Condoms

Varnishes

Fuels

Photographic solutions

DO NOT DISCHARGE SWIMMING POOLS OR SPAS INTO SYSTEM**NO GARBAGE DISPOSALS SHALL DISCHARGE INTO THE SYSTEM**

Notify Utility Management, LLC before doing any digging, grading or construction or if you see a leak or hear/see the system alarm.

(205) 967-9968 or 1 (877) 967-9968

GENERAL:

- A. No storm water from pavements, area roads and ways, roof runoff water, foundation drains, subsurface drains, water from springs, cooling water, basement sump pump discharge, photographic developing or processing chemicals, unpolluted industrial or commercial process water, or other sources shall be admitted to the Utility's sewer system.
- B. The discharge of garbage to the Utility's sewer system is expressly prohibited.

DO NOT DISCHARGE:

No person shall cause or permit to be discharged into the Utility's wastewater sewage system any toxic substance or waste having any of the following characteristics:

- A. Waste containing any gasoline, naphtha, fuel, oil or other liquids, solids or gases which by reason of their nature or quality may cause fire or explosion or be in any other way injurious to persons, the structures of the wastewater sewage system or its operation.
- B. Wastewater containing any photographic developing or processing fluids or chemicals.
- C. Waste having a temperature in excess of 120 Degrees Fahrenheit or lower than 20 Degrees Fahrenheit.
- D. Washes having a PH lower than 6.0 or higher than 9.0 having any corrosive property capable of causing damage or hazards to structures, components, equipment or personnel of the wastewater sewage system.
- E. Waste containing any noxious or malodorous gas or substance that either singly or by interaction with sewage or other waste is likely, in the opinion of the appropriate governmental authority or the Utility, to create a public nuisance or hazard to life or prevent entry to sewers for their maintenance or repair.
- F. Waste containing ashes, cinders, sand, mud, straw, shavings, metal, paint, glass, rags, feathers, tar, plastic, wood, cotton or other fibers, lime, slurry or any other solid or viscous material of such character or in such quantity as in the opinion of the Utility may cause an obstruction to the flow in sewers or otherwise interfere with the proper operation of the sewer system.
- G. Waste containing insoluble, non-flocculent substances having a specific gravity in excess of 2.65.
- H. Waste water containing soluble substances in such concentrations as to cause the specific gravity to be greater than 1.1.
- I. Waste containing any of the following substances in concentrations exceeding those shown in the following tables as measured by an acceptable method:

SUBSTANCE	MAXIMUM PERMISSIBLE CONCENTRATIONS (mg per 1000 gallons)
Phenolic Compounds, e.g.,	
As C ₆ H ₅ OH	1.00
Cyanides as CN	0.00
Cyanates as CNO	0.00
C.B.O.D. (5 day)	300.00
Iron as FE	3.00
Trivalent Chromium as CR plus three	0.05
Hexavalent Chromium as CR plus six	0.05
Nickel as Ni	0.05
Copper as Cu	0.50
Lead as Pb	0.50
Zinc as Zn	0.50
Mercury as Hg	0.00

- J. Waste containing other matter detrimental to the operation of a sewage treatment plant or sanitary sewers causing erosion, corrosion or deterioration in sewers, equipment and structures of a sanitary or sewer plant.
- K. Waste containing more than 100 mg per 1000 gallons by weight of tar, fat, oil or grease.
- L. Waste containing more than 10 mg per 100 gallons of any of the following gases: hydrogen sulfide, sulfur dioxide, nitrous oxide, or any of the halogens.
- M. Waste containing toxic substances in quantities sufficient to injure or interfere with any sewage treatment process, constitute a hazard humans or animals or create any hazard in the sewer system operation and such toxic waste shall include, but not be limited to, waste containing cyanide, chromium and/or copper ions.
- N. Any waste containing toxic substances in quantities sufficient to interfere with biochemical processes of the sewage treatment works or that will pass through the sewage treatment works and exceed the local, state and/or federal requirements in respect thereof.
- O. Any waste containing radioactive isotopes.

DO NOT FLUSH

Coffee grinds	Dental floss	kitty liter	Tampons
Disposal diapers	Sanitary napkins	Cigarette butts	Condoms
Fats, grease or oil	Paper towels	Paints	Varnishes
Thinners	Motor oil	Pesticides	Fuels
	Photographic solutions		

SECTION TWO

PRESERVE AT LAKE MITCHELL PHASE II

EXHIBITS INDEX

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EXHIBIT “A”**Utility Management, LLC****PRESERVE ATE LAKE MITCHELL PHASE II**
ESTIMATED REVENUE**From Service Revenue:***

Year	Type Unit	Paying Units	Monthly Rate	Monthly Revenue	Annual Revenue
Oct-Dec 2011	Residence	2	\$44.07	\$ 88.14	\$ 264.42
	RV	N.A.	\$25.00	\$ 0.00	\$ 0.00
	Vacant	None	\$10.00	\$ 0.00	\$ 0.00
	Reconnection Fee		\$20.00	\$ 0.00	\$ 0.00
				\$ 88.14	\$ 264.42
2012 -	Residence	5	\$44.07	\$ 220.35	\$ 2,644.20
	RV	N.A.	\$25.00	\$ 0.00	\$ 0.00
	Vacant	None	\$10.00	\$ 0.00	\$ 0.00
	Reconnection Fee		\$20.00	\$ 0.00	\$ 0.00
				\$ 220.35	\$ 2,644.20
2013 - 15	Residence	10	\$44.07	\$ 440.70	\$ 5,288.40
	RV	N.A.	\$25.00	\$ 0.00	\$ 0.00
	Vacant	None	\$10.00	\$ 0.00	\$ 0.00
	Reconnection Fee		\$20.00	\$ 0.00	\$ 0.00
				\$ 220.35	\$ 5,288.40

*Based on Current Tariff Rates and assumes no change during the period 2011 – 2015.

B MASTER AGREEMENT WITH DEVELOPER

UTILITY MANAGEMENT, LLC SEWER AGREEMENT THE PRESERVE AT LAKE MITCHELL PHASE II COOSA COUNTY, ALABAMA

THIS AGREEMENT, herein referred to as the "Agreement", made and entered into this the date last indicated below, by and between **UTILITY MANAGEMENT, LIMITED LIABILITY COMPANY**, an Alabama Limited Liability Company and an Alabama Public Service Commission Certified Financially Viable Wastewater Management Entity regulated by the laws of the State of Alabama, (herein referred to as the "Utility"); and **CHELSEA DEVELOPMENT, LLC**, an Alabama limited liability company, (herein referred to as "Developer"); being one and the same as the titleholder.

When used herein the term "Department" shall mean the Governmental Authority with oversight jurisdiction, this could include the Alabama Department of Public Health ("ADPH"), the Alabama Department of Environmental Management ("ADEM"), any municipal department of inspections services or department of health, any county department of inspection services or department of health or any combination of these or any other department, agency or subdivision of the State of Alabama as their jurisdiction may apply.

WITNESSETH

WHEREAS, Developer owns and is the title holder to that certain parcel of real property described on **EXHIBIT "A"** attached hereto and made a part hereof (herein referred to as the "Property"); and

WHEREAS, To serve ten (10) lots and parcels of real property, Developer is willing to construct for the Property a series of ten (10) one thousand (1000) Gallon Septic Tanks, a Nayadic M6-A Aerobic Treatment Unit,, a 1000 Gallon Pump Tank, a Myers 2NFL-12E Effluent Pump, with Checkmate valve in Pump Tank, Float Controls with alarm, a 1-1/2" PVC Force Main \to a Checkmate Valve in a Valve Box at the 3" Common Collector Force Main leading to a 1000 Gallon Velocity Distribution Box and EZ Lay t1003 Series Distribution disposal system as more particularly set forth in the plans and specifications designated by Alternative Wastewater Engineering, LLC herein (herein referred to as the "Sewer System"), subject to Utility's assumption of title to and management of the Sewer System and the Utility's performance of its obligations all as set forth herein.

NOW THEREFORE, for and in consideration of the recitals, and the covenants, and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

REPRESENTATIONS AND WARRANTIES OF UTILITY

Utility represents and warrants that any and all tariffs, rates, charges and fees established by the Utility are subject to the approval of the Alabama Public Service Commission ("PSC") and may only be modified with the approval of the PSC. Utility further represents and warrants that none of the Contribution in Aid of Construction by Developer to Utility upon contribution of the Sewer System shall be included in the Utility's rate base for ratemaking purposes.

MORTGAGE

The Property is subject to a mortgage to Service First Bank, 3300 Cahaba Road, Birmingham, AL 35223 (herein referred to as the "Bank"). The Developer agrees to cause the Bank to enter into Subordination, Non-Disturbance and Attornment Agreements **EXHIBIT "B"** (herein referred to as the "SNDA") with respect to its mortgage or in a form mutually agreeable to each of the Bank, Developer, Utility, and the Alabama Department of Public Health. If a SNDA is not approved by all of the Developer,

NOTICE

PROPRIETARY DOCUMENT

The information in this document is the proprietary property of Utility Management, LLC.

Utility and Bank, then cannot accept the Sewer System until such SNDA the Utility cannot provide sewer service.

THE COST

Subject to the terms and conditions hereof:

1. Developer shall tender herewith unto the Utility for permitting, oversight, inspection, coordination of the process of purchase construction and permitting the sum of Two-Thousand & 00/100 Dollars (\$2,000.00) for up to 10 lots or units to be served by the Sewer System and an additional One Hundred Dollars (\$100.00) for each lot or unit thereafter. **There being 10 Lots to be served, the Developer shall pay onto Utility herewith the sum of Two-Thousand & 00/100 Dollars (\$2,000.00)**
2. Developer shall cause the Sewer System to be purchased, constructed and installed at Developer's sole cost and expense.
3. If necessary, the parties hereto consent to the Developer completing the subdivision of the Property in phases (herein referred to as "Additions"), each of which shall be subject to this Agreement.
4. Developer shall upon execution of this Agreement, the Developer shall pay Donald N. Guthrie, Esq., the Utility's attorney, for document preparation and governmental filings. a sum equal to Two-Thousand & 00/100 Dollars for up to 10 lots or units to be served by the Sewer System and an additional One Hundred Dollars (\$100.00) for each lot or unit thereafter to be platted for service by the Sewer System up to a maximum of \$10,000.00 . For the 10 Lots the subject of this Agreement, **the legal fee due herewith to Donald N. Guthrie, Attorney at Law is Two-Thousand & 00/100 Dollars (\$2,000.00).**
5. Upon Developer adding additions lots to the system, additional fees are due as set forth in these Paragraphs 1 and 4 of this section "THE COST" is required to be paid Utility and Donald N. Guthrie, Attorney at Law per lot platted and to be served by the Sewer System or an expansion to this Sewer System according the above formulas with the execution of this Agreement.
6. In the event developer wishes to add such additional lots to the system or to an expansion or the system, the similar initial fees as set forth in the above section titled "THE COST" Paragraphs 1 and 4 shall be due and payable at that time if the Maximum has not been achieved, in which event the Developer shall pay Utility and Donald N. Guthrie an additional sum of \$1,000.00 each for processing the amendments to the permits and other necessary documentation.
7. The Developer shall pay all filing and permitting fees.

ADDITIONS

In the event the Developer or its affiliated or subsidiaries shall form other sectors, phases or subdivisions contiguous to the subject Sewer System, the Developer shall upon all necessary approvals, add the sewer service to the Sewer System additional lots or units until the number of lots or units served is the maximum number of lots which will generates the maximum gallons of wastewater effluent the Sewer System can process and thereafter to expand the system or construct an additional system which shall be managed by the Utility . Such lots shall be added in multi-lot groups, each of which shall be subject to this Agreement or such other written agreement the parties enter into in writing. The Additions may a part of the Subdivision or be all or part of other subdivisions, phases or Sectors.

SYSTEM DEVELOPMENT **PHASE ONE**

The approved Design Engineer (as defined below) has submitted or shall submit the Discharge Application, together with the sum of the Application Fee to ADEM or ADPH (paid from the Fees tendered to Utility Management, LLC as set forth in Section "Cost Paragraph 1") depending upon which has jurisdiction, for the Discharge Permit. The Developer and the Utility shall jointly select the Design Engineer whom the Developer shall employ at its sole expense and the Developer shall hire the necessary soils scientist or other person acceptable to the governmental authorities with jurisdiction (herein referred to as "Soil Scientist") to evaluate and prepare necessary soil reports for disposal of effluent.

The Soil Scientist shall conduct necessary test to evaluate the soil for effluent disposal and prepare the appropriate reports for the Design Engineer to size and design the system. The Design Engineer shall design the Sewer System and the Collection System or coordinate the design of the Collection System including such plans and specifications necessary for permitting and construction.

NOTICE

PROPRIETARY DOCUMENT

The information in this document is the proprietary property of Utility Management, LLC.

The Design Engineer and Utility shall submit the application for a discharge and operating permit for the Sewer System with the appropriate governmental entities with jurisdiction. Performance Permit Application fees shall be paid by the Utility from the sums tendered to the Utility pursuant the above section titled THE COST Paragraph 1.

The Design Engineer and the Utility's Attorney shall apply to add the Sewer System to the Utility's Certificate of Financial Viability. The Application Fee to add the system shall be paid from the sums tendered to the Utility pursuant the above section titled THE COST Paragraphs 1.

The Design Engineer shall provide construction drawings showing the location of all other utilities with their depth below grade and the final grade of the road or easement in which the wastewater collection lines shall be installed.

SYSTEM DEVELOPMENT

PHASE TWO

Upon appropriate governmental authority issuing a Discharge Permit, amending the Certificate of Financial Viability and with recommendation of the Utility's Engineer, Utility and Developers shall negotiate with the equipment supplier (herein referred to as the "Supplier") for the equipment and supplies and with an appropriately licensed installer (herein referred to as the "Installer") and/or such other duly licensed contractors (herein referred to as the "Contractor") acceptable to the parties and shall award and execute the appropriate contracts and/or purchase orders.

To protect the system area from damage, prior to any construction in the area, Developer, at Developer's cost, shall fence the disposal area with a canine proof fence acceptable to the parties hereto.

SYSTEM DEVELOPMENT

PHASE THREE

The Sewer System and Collection System shall be installed and constructed. All components shall be installed according to the manufactured specifications.

All components of the Collection System shall be installed according to plans and specifications approved by all parties and governmental agencies with jurisdiction. Such plans and specifications shall depict a profile for each line indicating and its diameter and depth as to finish grade. Any change caused by a change in such approved plans and specifications, not the fault of Utility, shall be at Developer's expense.

Neither the Installer nor the Contractor shall cover up any component without inspection by the Design Engineer and the Utility.

SYSTEM DEVELOPMENT

PHASE FOUR

Upon completion of the installation of the Sewer System and the Collection System serving the Property, the Installer/Contractor and Utility's Engineer shall test all components of the Sewer System including, but not limited to, the collection lines, pumps, filters and drip irrigation (but not the individual lot laterals, filters, pumps and septic tanks which shall be the property of the Lot Owner).

The test results shall be forwarded to the Developer, Utility, Design Engineer, Utility Engineer, ADPH, ADEM and any and all other governmental authorities according to their jurisdiction.

Upon successful completion of the tests of the Sewer System acceptable to the governmental authorities with jurisdiction, the Utility and the Developer and upon receipt of any and all certifications and any approvals necessary for operation of the Sewer System from all applicable governmental authorities, and subject to the conditions of conveyance set forth herein, the Developer shall convey the Sewer System collection, treatment and disposal components to the Utility along with the necessary easements to the Utility as a Contribution in Aid of Construction pursuant to 26 U.S.C. 118(c) and the Internal Revenue Service Regulations promulgated thereunder. Developer shall cause the Sewer System to be conveyed, free and clear of all claims, liens, encumbrances or interests of third parties (except for such permitted encumbrances as set forth herein).

Except as set forth in the section hereof titled "Warranty Language in Contract", after transfer of title pursuant to the Contribution in Aid of Construction, the Utility shall be solely responsible for all operation, repairs, maintenance and replacement cost of said Sewer System and each component thereof.

NOTICE

PROPRIETARY DOCUMENT

The information in this document is the proprietary property of Utility Management, LLC.

SEWER SYSTEM REAL PROPERTY

Developer may convey the real property upon which the Sewer System is situated to the Homeowners Association or may keep the Sewer System Property or convey it to the Utility. Utility hereby informs the Developer that the Ad Valorem tax on utility property, including that owned by Developer or Utility is at 30% assessment, however most tax assessors treat the utilities in Common Areas more favorably.. In any event the proper and necessary easements are to be granted the Utility.

UTILITIES FOR SEWER SYSTEM

Developer agrees that the electricity, phone water and gas service required for operation of the Sewer System shall be in the Utility's name. The Developer shall pay all cost of bringing utilities as needed to install or operate the Sewer System until the conveyance of the system to the Utility, and Developer shall pay the monthly service expense of utilities until the Sewer System is conveyed to the Utility. The utilities shall be prorated between the Developer and the Utility for the billing month effective the date of closing of the Contribution in Aid of Construction. Utility shall pay for the utility services thereafter.

FENCE AND GENERATORS & WATER

Developer at Developer's sole cost shall immediately install a chain link fence or wooden of a minimum of eight (8) feet in height around the parameter of the parcels of real property upon which the treatment system is or is to be situated and a canine proof fence agreeable to the parties around the where the disposal systems is situated or is to be situated.

Developer shall provide adequate natural gas or LP gas backup generator(s) to serve each component of the Sewer System requiring electricity to operate. The Design Engineer shall specify the generation capacity of the unit.

Developer shall have public water brought to the treatment site to provide public water service for the Utility. Utility shall pay for the water service it utilizes.

LOT COMPONENTS

The individual lot owner shall be responsible for all installation of laterals, septic tanks, other tanks, pumps, filters, controls and any other component of the system exclusively for the enjoyment of the lot owner. Such installations shall be to the approved standards of the Utility and the Utility shall have the authority to reject any component which does not conform to such standards. All components on the lot shall be purchased and installed at lot owner's sole expense.

NOTICES

When a notice is to be sent to a party hereto it shall be sent via certified U.S. Mail, return receipt requested, postage prepaid, with a facsimile copy transmitted to the below number, properly addressed to the party as set forth below unless the party has provided a written notice of a change of address:

WHEN TO THE UTILITY:
UTILITY MANAGEMENT, LLC
P.O. Box 43823
BIRMINGHAM, AL 35243
FAX: (205) 967-8178

WHEN TO DEVELOPER:
CHELSEA DEVELOPMENT, LLC,
P.O. box 92
Westover, AL 35185

WITH COPY TO:
DONALD N. GUTHRIE, ESQ.
P.O. Box 43521
Birmingham, AL 35243

WITH COPY TO:
Lynal Chappell
324 Branch Lane
Chelsea, AL 35043

ENGINEERS

The Design Engineer shall be **Allen McLemore, PE of Alternative Wastewater Engineering, LLC, P.O. Box 255, Springville, AL 35146**, a professional engineer licensed by the State of Alabama who is acceptable to the Developer and the Utility. The Developer is solely responsible for the cost of engineering.

NOTICE**PROPRIETARY DOCUMENT**

The information in this document is the proprietary property of Utility Management, LLC.

INSTALLATION

The Developer, Utility and Design Engineer shall coordinate and approve all installation which installation shall be the sole financial responsibility of the Developer.

The Developer shall coordinate the installation of the installation of the Sewer System and the Collection System with the other infrastructure within the Property. Utility shall be a consultant with authority to stop work until the Developer can cause it to be performed by the Contractor, satisfactory both to the Developer and the Design Engineer, all necessary work for the installation of the Sewer System and Collection System to serve the Property in accordance with the Plans and Specifications. All construction and installation work shall be performed pursuant to a mutually agreed written Construction Contract with any changes thereto being approved in writing by Developer, Design Engineer and Utility which approval shall not be unreasonably withheld or cause delay.

The scheduling of the installation shall be in such an order that no installation shall commence until all final grades are completed for roads and easements; all other utilities are designed and appropriately approved by the proper authorities, and where any other utilities are or are to be in close proximity to and/or below the sewer lines in elevation such shall be installed with locators prior to the installation of the sewer Collection System.

PURCHASE OF TREATMENT SYSTEM AND DISPOSAL MATERIALS AND INSTALLATION

The Developer agrees that all materials and equipment for treatment and disposal of effluent shall be purchased pursuant to a written purchase agreement between the Developer and suppliers of the equipment. Developer further agrees that the installation shall be by a properly licensed installer acceptable to Utility and pursuant to a written contract. All system components must be as approved by Utility and all installation providers must be approved by Utility.

CONSTRUCTION INSPECTION

All construction begun, continued and completed with respect to the Sewer System shall be subject to the inspection and approval of the Developer, Design Engineer, and the Utility, who shall have a continuous access to the site and right of inspection throughout the progress of the work. No pipe, fittings, components, equipment, tanks or connection shall be covered by any warranty or agreement of Utility hereunder until inspected and approved by the Utility, the Design Engineer, Utility's Engineer and the Governmental Authorities having jurisdiction thereof, with such approval not to be unreasonably withheld or delayed. Notwithstanding anything contained herein to the contrary, upon conveyance of the Sewer System to Utility, all pipe, fittings, components and parts of the Sewer System shall be conclusively deemed inspected and approved for all purposes hereunder and Utility shall thereafter be obligated to repair and maintain the same.

CHANGE ORDERS

All change orders shall be in writing and approved in writing by Developer, Design Engineer and Utility which approval shall not be unreasonably withheld or cause delay.

WARRANTY LANGUAGE IN CONTRACTS

The Utility and Developer shall include or cause to be included the substance of the warranty language set forth in **EXHIBIT "C"** attached hereto and made a part hereof, into any contract or sub-contract entered into after the date hereof involving any purchase or installation of component of the Sewer System or Collection System which is the subject of this contract:

DEVELOPER SEWER LOT FEE

Once the Sewer System is conveyed to and accepted by the Utility, and prior to the sale to a third party by the Developer of the lot(s) to be is connected to the system and discharge therefrom into the system is approved by the Utility; of a platted lot within the Property that is available for connection to the Sewer System, whether the lot is connected or not, shall pay the Utility a service fee equal to **Ten Dollars (\$10. Vacant Lot)** per month per lot (herein referred to as the "**Unsold Vacant Lot Fee**"), or such other **Fee** as the PSC shall approve for each platted lot to which a collection line is available to serve the lot. The Unsold Vacant Lot Fee will be due and payable monthly in advance by the Developer to the Utility for

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each platted lot in the Property as it comes available for connection to the Sewer System, after a collection line is placed to the lot and which shall be due until such time as the lot is sold to a third party of whom the Utility has been properly notified. Upon transfer of title to a builder, the Developer shall cause the builder to execute the **Builder Sewer Service Application/Agreement**. The Developer shall instruct the builder to cause its purchaser to execute the applicable Consumer Sewer Service Application/Agreement.

SALES CONTRACT LANGUAGE

The Developer will include in each of the real estate sales contracts for a lot which are entered into from and after the date hereof, a notice as set forth in **EXHIBIT "D" for builders or EXHIBIT "E-" for homeowners or other sewer user** attached hereto and made a part hereof, to each purchaser of a vacant lot to be built on and ultimately connected to the Sewer System, with the provision that the terms of the notice shall survive closing.

SEWER RATES

The sewer service rates charged by the Utility are subject to the approval of the Alabama Public Service Commission.

INSTALLATION IN RIGHT-OF-WAY

Any installation of system components within the public right-of-way shall be submitted by the Developer or its engineer to and receive approval from the governmental authority having jurisdiction over the right-of-way, and any line or component of the Sewer System to be located in an easement which is not a non-exclusive utility easement to Utility shall be submitted to and approved by the appropriate dominant and subservient tenancies of that easement.

NON-ASSIGNMENT

This Agreement shall inure to the benefit of and be binding upon the Utility and Developer and may not be assigned by any party hereto prior to conveyance without the prior written consent of the other parties and the appropriate governmental authorities with jurisdiction including but not limited to the sewer system permitting agency and the Alabama Department of Public Health.

SERVICE TO OTHER PROPERTY

With the consent of the Utility, the Developer may connect additional service to the Sewer System up to the system's capacity. The Developer may expand the existing system or construct an additional system at Developer's on the same terms and conditions set forth herein subject to reasonable cost adjustments. Developer agrees to give the Utility the first right of refusal to be the system's Management Entity, if declined by Utility then Developer may select another Certified Financially Viable Management Entity.

The Utility shall have the right, at no cost to the Developer, to extend sewers lines beyond the limits of the subject Property and to expand the Sewer System to serve other properties but only with the prior written consent or approval of the Developer, if said Developer is still in existence.

EASEMENTS

Developer shall grant easements for the sewer system components on the Plat or by the form of the Easement document attached form set forth in **EXHIBIT "F"** hereto.

By the execution of this Agreement, the Developer or Owner hereby represents and warrants that said Sewer System will be installed in accordance with the foregoing provisions and the Plans, and that utility easements with rights of ingress and egress will be provided six feet (6') in width on each side of the center line of all sewer lines and other components installed hereunder except sewer lines and other components within the public right-of-way. Where the installation in the public right-of-way is not reasonable feasible an easement shall be conveyed to the Utility adjacent to said public right-of-way as necessary to create access for maintenance and excavation a minimum of six feet (6') adjacent to the actual location of the sewer line or other components of the Sewer System installed in the right-of way.

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Developer shall provide adequate easements along public Right-of-Ways where the governmental authority with jurisdiction denies installation is the Right-of-Way.

COVENANTS

Prior to the sale of the first lot or parcel, Developer shall provide an executed copy of the Covenants as set forth in the form attached hereto as **EXHIBIT "G"**

OTHER UTILITIES AND SETBACKS

Sewer lines shall neither be located in such a manner as to interfere with any other utility installation or service nor shall the lines or easements be situated in such a manner as to affect any construction setback requirements. The Construction Drawings shall reflect such utilities location and depth as well as the finish grade of the road, right-of-way or easement.

UTILITY LIABILITY HOLD HARMLESS

Except as set above in Developers Warranty, upon acceptance by the Utility of any or all of the components of the Sewer System from the Developer or Owner or from a subsequent owner of property connected to, or to be connected to, the Sewer System or his/her/their/its heirs, successors or assigns, the Utility shall hold such party harmless from any damage or financial loss arising from the management and operation of the Sewer System and shall defend all claims brought against it arising from the operation, maintenance, repair, permit(s), license(s) or compliance with statutes or regulations of any Governmental Authority which shall now, or in the future, have jurisdiction over such matters involving any portion or component of the Sewer System once title to which has been accepted by the Utility.

UTILITIES INSURANCE REQUIREMENTS

Utility shall obtain prior to conveyance of the Sewer System and shall maintain continuously throughout the operation of the Sewer System, at Utility's expense, a policy of general liability insurance with a company licensed to do business in the State of Alabama with an A.M. Best Rating of A+ or better, in an amount not less than \$1,000,000 for personal injury to the death of one or more persons per occurrence or for damage to property in the amount of \$1,000,000 per occurrence and \$1,000,000 aggregate, insuring Utility against any and all liability that may accrue against Utility on account of operation of the Sewer System. Utility shall in addition carry worker's compensation insurance in the amounts and at the times required by the applicable laws of the State of Alabama. Such insurance shall name Developer as an additional insured so long as Developer owns a lot in Property if there is no additional cost for naming the Developer as an additional insured or, if there is an additional cost, such additional cost is approved and paid for by Developer, and in all events such policy shall provide that such policy or policies may not be canceled or otherwise terminated without giving Developer thirty (30) days advance written notice. Utility shall provide to Developer, upon execution of this Agreement, certificates of insurance required under this Agreement and at such other times as are requested by Developer hereunder.

CONDITIONS TO CONVEYANCE

On the date on which Developer is to convey or cause to be conveyed the Sewer System to the Trust, if requested, Utility shall establish to the satisfaction of Developer and Developer's legal counsel the following:

1. Utility remains in good standing with the PSC.
2. Utility shall have received all permits, approvals, licenses and authorizations required by all applicable governmental authorities to operate the Sewer System after conveyance including, but not limited to all applicable approvals, authorizations, permits and licenses from the County Health Department, Alabama Department of Public Health, the Alabama On-Site Wastewater Board and the Alabama Department of Environmental Management;
3. Pursuant to Developer's written request, Utility shall provide the certificate of insurance required thereunder.

ENCUMBRANCES OF TITLE

The conveyance to the Utility shall be free of all encumbrances except as permitted in this Agreement.

Developer represents to Utility that it has herewith revealed to Utility and provided copies of all such encumbrances known to Developer.

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OBLIGATION TO OPERATE AND REPAIR

In addition to any and all obligations imposed upon the Utility by any applicable governmental authority, including, but not limited to, the Alabama Department of Public Health, the Alabama Department of Environmental Management, and the Alabama Public Service Commission, County Health Department; Utility covenants and agrees that, after the conveyance of the Sewer System to the Utility as set forth herein, to continuously operate the Sewer System and to provide wastewater and sewage service pursuant to the terms of each.

RIGHTS AND REMEDIES

Any rights and remedies provided to Developer or Utility herein shall be in addition to and cumulative with all other rights and remedies provided to Developer or Utility at law or in equity. Notwithstanding anything contained herein to the contrary, specifically including, but not limited to, the Termination Provisions set forth in the immediately preceding paragraph, the exercise of any right or remedy hereunder including, the right to terminate this Agreement shall not preclude, limit, hinder, release or waive any right that Developer or Utility may have to seek redress for any damages or breaches of this Agreement by the other party hereto. Notwithstanding anything contained herein to the contrary, Developer's or Utility's rights and remedies to seek remedy for any breach hereof shall not be affected by the termination of this Agreement but shall survive the termination hereof indefinitely.

HOLD HARMLESS

The Parties hereto agree that in the event the enforcement of this Agreement results in litigation the losing party shall hold the prevailing party harmless by paying a reasonable attorney's fee court cost and expense of discovery and other direct cost of the litigation.

GENERAL PROVISIONS

- A. Should any provision of this Agreement be deemed unenforceable by a court of competent jurisdiction, that determination will not affect the enforceability of the remaining portions.
- B. This Agreement shall be binding upon the Developer and the Utility, and their respective successors and assigns.
- C. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.
- D. The use of one gender shall include all other genders, the use of singular shall include the plural, and the use of the plural shall include the singular, all as may be appropriate to the context in which they are used.
- E. An executed photocopy or facsimile of this Agreement shall serve as an original for all purposes.
- F. In the closing of this transaction, the parties shall comply with all Foreign Investment in Real Property Tax Act (FIRPTA) and the regulations promulgated thereunder by the Internal Revenue Service.


IN WITNESS WHEREOF, the parties hereto, being duly authorized, have executed these presents and have entered into this Agreement this 17th day of July, 2011.

UTILITY:
UTILITY MANAGEMENT, LLC


By: Tommy Bright
Its: General Manager

DEVELOPER:
CHELSEA DEVELOPMENT, LLC


By: WILLIAM F. SPRATLIN
Its: Member/Manager


BY: LYNAL CHAPPELL
ITS: Member/Manager

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EXHIBIT "B"	SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (SNDA)
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EXHIBIT "A"

**LEGAL DESCRIPTIONS OF REAL PROPERTY SUBJECT TO AGREEMENT
AND/OR SUBDIVISION OR CONDOMINIUM PLAT
AS APPLICABLE**

Needed:

1. Legal description of the entire property.
2. Legal description of the area dedicated to the sewer system.

(To be Completed Later and made a part hereof)

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EXHIBIT "A"-1**METES AND BOUNDS DESCRIPTION OF BOUNDARY
[PROPOSED PRESERVE AT LAKE MARTIN PHASE II SUBDIVISION]**

A Parcel of Land situated in Section 31, Township 22 North, Range 17 East and Section 36, Township 22 North, Range 16 East, Coosa County, Alabama, being more particularly described as follows:

Commence at a 3" capped iron found at the Southwest corner of said Section 31; thence run an assumed bearing of North 01 degrees, 42 minutes, 38 seconds West along the West line of said Section 31 for a distance of 1,426.17 feet to the point of beginning; thence run North 52 degrees, 34 minutes, 16 seconds East for a distance of 155.18 feet to a point; thence run North 32 degrees, 21 minutes, 08 seconds East for a distance of 100.00 feet to a point; thence run South 76 degrees, 29 minutes, 13 seconds East for a distance of 100.00 feet to a point on the 312 foot contour line of Alabama Power's Lake Mitchell; thence run South 37 degrees, 09 minutes, 08 seconds West along said contour line for a distance of 48.00 feet; thence run South 06 degrees, 52 minutes, 51 seconds West along said contour line for a distance of 55.58 feet; thence run South 07 degrees, 37 minutes, 46 seconds East along said contour line for a distance of 80.78 feet to a point; thence run South 41 degrees, 12 minutes, 03 seconds West along said contour line for a distance of 96.90 feet to a point; thence run South 72 degrees, 53 minutes, 51 seconds West along said contour line for a distance of 50.58 feet to a point; thence run North 80 degrees, 30 minutes, 52 seconds West along said contour line for a distance of 35.18 feet to a point; thence run North 80 degrees, 09 minutes, 57 seconds West along said contour line for a distance of 35.00 feet to a point; thence run South 09 degrees, 56 minutes, 40 seconds East along said contour line for a distance of 53.56 feet to a point; thence run South 37 degrees, 02 minutes, 07 seconds West along said contour line for a distance of 28.69 feet to a point; thence run South 53 degrees, 56 minutes, 24 seconds West along said contour line for a distance of 27.93 feet to a point; thence run South 61 degrees, 24 minutes, 12 seconds West for a distance of 48.18 feet to a point; thence run South 61 degrees, 32 minutes, 32 seconds West along said contour line for a distance of 47.99 feet to a point; thence run South 65 degrees, 30 minutes, 24 seconds West along said contour line for a distance of 84.08 feet to a point; thence run South 79 degrees, 42 minutes, 53 seconds West along said contour line for a distance of 48.78 feet to a point; thence run South 42 degrees, 43 minutes, 28 seconds West along said contour line for a distance of 28.34 feet to a point; thence run South 11 degrees, 09 minutes, 41 seconds West along said contour line for a distance of 23.69 feet to a point; thence run South 57 degrees, 01 minutes, 22 seconds West for a distance of 178.27 feet to a point on a curve to the right, having a central of 50 degrees, 03 minutes, 10 seconds, a radius of 240.00 feet and a chord bearing of South 16 degrees, 04 minutes, 29 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 209.66 feet to a point; thence run South 41 degrees, 06 minutes, 04 seconds West for a distance of 85.41 feet to a point on a curve to the left, having a central angle of 60 degrees, 48 minutes, 38 seconds, a radius of 130.00 feet and a chord bearing of South 10 degrees, 41 minutes, 45 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 137.97 feet to a point; thence run South 19 degrees, 42 minutes, 34 seconds East for a distance of 58.66 feet to a point on a curve to the left, having a central angle of 10 degrees, 14 minutes, 59 seconds, a radius of 340.80 feet and a chord bearing of South

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24 degrees, 50 minutes, 04 seconds East; thence run in a Southeasterly direction along the arc of said curve for a distance of 60.97 feet to a point; thence run South 29 degrees, 57 minutes, 33 seconds East for a distance of 268.87 feet to a point on the Northwest right-of-way line of Preserve Lane, in The Preserve At Lake Mitchell, Phase I, recorded in Map Book 4, Page 73, in the Office of the Judge of Probate, Coosa County, Alabama; thence run South 58 degrees, 31 minutes, 53 seconds West along said right-of-way line for a distance of 50.02 feet to a point; thence run North 29 degrees, 57 minutes, 33 seconds West for a distance of 270.19 feet to a point on a curve to the right, having a central angle of 10 degrees, 14 minutes, 59 seconds, a radius of 390.80 feet and a chord bearing of North 24 degrees, 50 minutes, 04 seconds West; thence run in a Northwesterly direction along the arc of said curve for a distance of 69.91 feet to a point; thence run North 19 degrees, 42 minutes, 34 seconds West for a distance of 58.66 feet to a point on a curve to the right, having a central angle of 60 degrees, 48 minutes, 38 seconds, a radius of 180.00 feet and a chord bearing of North 10 degrees, 41 minutes, 45 seconds East; thence run along the arc of said curve in a Northeasterly direction for a distance of 191.04 feet to a point; thence run North 41 degrees, 06 minutes, 04 seconds East for a distance of 85.41 feet to a point on a curve to the left, having a central angle of 42 degrees, 15 minutes, 01 seconds, a radius of 190.00 feet, and a chord bearing of North 19 degrees, 58 minutes, 33 seconds West; thence run in a Northeasterly direction along the arc of said curve for a distance of 140.07 feet to a point; thence run South 30 degrees, 24 minutes, 45 seconds West for distance of 113.89 feet to a point; thence run South 64 degrees, 32 minutes, 49 seconds West for a distance of 268.64 feet to a point; thence run North 33 degrees, 14 minutes, 04 seconds West for a distance of 160.50 feet to a point; thence run North 38 degrees, 07 minutes, 48 seconds East for a distance of 65.95 feet to a point; thence run North 41 degrees, 23 minutes, 00 seconds West for a distance of 121.90 feet to a point; thence run North 46 degrees, 47 minutes, 43 seconds East for a distance of 235.21 feet to a point; thence run South 57 degrees, 29 minutes, 49 seconds East for a distance 247.00 feet to a point; thence run South 60 degrees, 05 minutes, 02 seconds West for a distance of 309.83 feet to a point; thence run North 41 degrees, 23 minutes, 00 seconds West for a distance of 15.81 feet to a point; thence run South 38 degrees, 07 minutes, 48 seconds West for a distance of 38.85 feet to a point; thence run South 33 degrees, 14 minutes, 04 seconds East for a distance of 112.78 feet to a point; thence run North 64 degrees, 32 minutes, 49 seconds East for a distance of 233.25 feet to a point; thence run North 30 degrees, 24 minutes, 45 seconds East for a distance of 147.00 feet to a point on a curve to the right, having a central angle of 35 degrees, 29 minutes, 01 seconds, a radius of 179.13 feet and a chord bearing of North 17 degrees, 07 minutes, 15 seconds East; thence run in a Northeasterly direction along the arc of said curve for a distance of 110.94 feet to a compound curve to the right, having a central angle of 27 degrees, 05 minutes, 45 seconds, a radius of 580.28 feet and a chord bearing of North 48 degrees, 24 minutes, 38 seconds East; thence run Northeasterly along the arc of said curve for a distance of 274.42 feet to a reverse curve to the left, having a central angle of 09 degrees, 23 minutes, 14 seconds, a radius of 567.34 feet and a chord bearing of North 57 degrees, 15 minutes, 54 seconds East; thence run along the arc of said curve in a Northeasterly direction for a distance of 92.95 feet to a point; thence run North 52 degrees, 34 minutes, 16 seconds East for a distance of 104.82 feet to the point of beginning; Said parcel of Land containing 5.363, more or less.

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EXHIBIT "A-2 (a)"**EXHIBIT A
DISPOSAL AREA**

A parcel of land situated in Section 36, Township 22 North, Range 16 East, Coosa County, Alabama, being more particularly described as follows:

Commence at a 3 inch capped iron found at the Southeast Corner of said Section 36; thence run North 01 degrees, 42 minutes, 38 seconds West along the East line of said Section 36 for a distance of 1395.38 feet to a point; thence run North 52 degrees, 34 minutes, 16 seconds East for a distance of 163.15 feet to a point; thence run South 52 degrees, 34 minutes, 16 seconds West for a distance of 250.00 feet to a point on a curve to the right having a central angle of 09 degrees, 23 minutes, 14 seconds, a radius of 592.34 feet and a chord bearing of South 57 degrees, 15 minutes, 54 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 97.05 feet to a point on a reverse curve to the left having a central angle of 27 degrees, 05 minutes, 45 seconds, a radius of 555.28 feet and a chord bearing of South 48 degrees, 24 minutes, 38 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 262.60 feet to a point on a curve to the left having a central angle of 43 degrees, 48 minutes, 53 seconds, a radius of 154.13 feet and a chord bearing of South 12 degrees, 15 minutes, 20 seconds West; thence run South 81 degrees, 02 minutes, 53 seconds West for a distance of 25.00 feet to a point; thence run South 30 degrees, 24 minutes, 45 seconds West for a distance of 130.34 feet to a point; thence run South 64 degrees, 32 minutes, 49 seconds West for a distance of 250.94 feet to a point; thence run North 33 degrees, 14 minutes, 04 seconds West for a distance of 136.64 feet to a point; thence run North 38 degrees, 07 minutes, 48 seconds East for a distance of 52.40 feet to the Point Of Beginning; thence run North 41 degrees, 23 minutes, 00 seconds West for a distance of 137.16 feet to a point; thence run North 46 degrees, 47 minutes, 43 seconds East for a distance of 235.21 feet to a point; thence run South 57 degrees, 29 minutes, 49 seconds East for a distance of 247.00 feet to a point; thence run South 60 degrees, 05 minutes, 02 seconds West for a distance of 309.83 feet to a point; thence run North 41 degrees, 23 minutes, 00 seconds West for a distance of 31.06 feet to the point of beginning, said parcel containing 53,688 square feet, more or less.

EXHIBIT -2(b)**ACCESS TO DISPOSAL AREA**

A 30 foot utility and ingress and egress easement situated in Section 36, Township 22 North, Range 16 East, Coosa County, Alabama, lying 15 feet each side of a centerline being more particularly described as follows:

Commence at a 3 inch capped iron found at the Southeast Corner of said Section 36; thence run North 01 degrees, 42 minutes, 38 seconds West along the East line of said Section 36 for a distance of 1395.38 feet to a point; thence run North 52 degrees, 34 minutes, 16 seconds East for a distance of 163.15 feet to a point; thence run South 52 degrees, 34 minutes, 16 seconds West for a distance of 250.00 feet to a point on a curve to the right having a central angle of 09 degrees, 23 minutes, 14 seconds, a radius of 592.34 feet and a chord bearing of South 57 degrees, 15

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minutes, 54 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 97.05 feet to a point on a reverse curve to the left having a central angle of 27 degrees, 05 minutes, 45 seconds, a radius of 555.28 feet and a chord bearing of South 48 degrees, 24 minutes, 38 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 262.60 feet to a point on a curve to the left having a central angle of 43 degrees, 48 minutes, 53 seconds, a radius of 154.13 feet and a chord bearing of South 12 degrees, 15 minutes, 20 seconds West; thence run South 81 degrees, 02 minutes, 53 seconds West for a distance of 25.00 feet to the Point Of Beginning of the centerline of said easement; thence run South 30 degrees, 24 minutes, 45 seconds West along said center line for a distance of 130.34 feet to a point; thence run South 64 degrees, 32 minutes, 49 seconds West along said centerline for a distance of 250.94 feet to a point; thence run North 33 degrees, 14 minutes, 04 seconds West along said centerline for a distance of 136.64 feet to a point; thence run North 38 degrees, 07 minutes, 48 seconds East for a distance of 52.40 feet to the Point Of Ending of said easement.

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EXHIBIT "A-2 (c)"**UTILITY EASEMENT**

An Utility Easement situated in Section 31, Township 22 North, Range 17 East and Section 36, Township 22 North, Range 16 East, Coosa County, Alabama, being more particularly described as follows:

Commence at a 3" capped iron found at the Southwest corner of said Section 31; thence run an assumed bearing of North 01 degrees, 42 minutes, 38 seconds West along the West line of said Section 31 for a distance of 1,426.17 feet to the Point of Beginning; thence run North 52 degrees, 34 minutes, 16 seconds East for a distance of 155.18 feet to a point; thence run South 37 degrees, 25 minutes, 44 seconds East for a distance of 50.00 feet to a point; thence run South 56 degrees, 03 minutes, 59 seconds West for a distance of 217.05 feet to a point; thence run South 42 degrees, 14 minutes, 06 seconds West for a distance of 53.10 feet to a point; thence run South 50 degrees, 06 minutes, 40 seconds West for a distance of 40.42 feet to a point; thence run South 58 degrees, 29 minutes, 01 seconds West for a distance of 44.97 feet to a point; thence run South 64 degrees, 36 minutes, 41 seconds West for a distance of 61.38 feet to a point; thence run South 36 degrees, 25 minutes, 53 seconds East for a distance of 5.06 feet to a point on a curve to the left, having a central of 21 degrees, 17 minutes, 02 seconds, a radius of 530.28 feet and a chord bearing of South 45 degrees, 30 minutes, 17 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 196.98 feet to a point on a compound curve to the left, having a central angle of 43 degrees, 48 minutes, 53 seconds, a radius of 129.13 feet and a chord bearing of South 12 degrees, 57 minutes, 20 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 98.75 feet to a point; thence run North 57 degrees, 01 minutes, 22 seconds East for a distance of 5.50 feet to a point on a curve to the right, having a central angle of 42 degrees, 46 minutes, 54 seconds, a radius of 124.13 feet and a chord bearing of North 13 degrees, 28 minutes, 19 seconds East; thence run in a Northeasterly direction along the arc of said curve for a distance of 92.69 feet to a point on a compound curve to the right, having a central angle of 21 degrees, 15 minutes, 58 seconds, a radius of 525.28 feet and a chord bearing of North 45 degrees, 29 minutes, 45 seconds East; thence run in a Northwesterly direction along the arc of said curve for a distance of 194.96 feet to a point; thence run North 59 degrees, 54 minutes, 11 seconds East for a distance of 60.51 to a point; thence run North 58 degrees, 29 minutes, 01 seconds East for a distance of 45.40 feet to a point; thence run North 50 degrees, 06 minutes, 40 seconds East for a distance of 41.13 feet to a point; thence run North 42 degrees, 14 minutes, 06 seconds East for a distance of 52.84 feet to a point; thence run North 56 degrees, 03 minutes, 59 seconds East for a distance of 221.76 feet to a point; thence run North 37 degrees, 25 minutes, 44 seconds West for a distance of 60.31 feet to a point; thence run South 52 degrees, 34 minutes, 16 seconds West for a distance of 265.00 feet to a point on a curve to the right, having a central angle of 09 degrees, 23 minutes, 14 seconds, a radius of 562.34 feet and a chord bearing of South 57 degrees, 15 minutes, 54 seconds West; thence run along the arc of said curve in a Northwesterly direction for a distance of 92.13 feet to a point on a reverse curve to the left, having a central angle of 27 degrees, 05 minutes, 45 seconds, a radius of 585.28 feet, and a chord bearing of South 48 degrees, 24 minutes, 38 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 276.78 feet to a point on a compound curve to the left, having a central angle of 37 degrees, 58 minutes, 48

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seconds, a radius of 184.13 feet, and a chord bearing of South 15 degrees, 52 minutes, 22 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 122.06 feet to a point; thence run North 30 degrees, 24 minutes, 45 seconds East for a distance of 9.36 to a point on a curve to the right, having a central angle of 35 degrees, 29 minutes, 01 seconds, a radius of 179.13 feet and a chord bearing of North 17 degrees, 07 minutes, 15 seconds East; thence run in a Northeasterly direction along the arc of said curve for a distance of 110.94 feet to a compound curve to the right, having a central angle of 27 degrees, 05 minutes, 45 seconds, a radius of 580.28 feet and a chord bearing of North 48 degrees, 24 minutes, 38 seconds East; thence run Northeasterly along the arc of said curve for a distance of 274.42 feet to a reverse curve to the left, having a central angle of 09 degrees, 23 minutes, 14 seconds, a radius of 567.34 feet and a chord bearing of North 57 degrees, 15 minutes, 54 seconds East; thence run along the arc of said curve in a Northeasterly direction for a distance of 92.95 feet to a point; thence run North 52 degrees, 34 minutes, 16 seconds East for a distance of 104.82 feet to the point of beginning; Said Easement containing 7,716 square feet, more or less.

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The information in this document is the proprietary property of Utility Management, LLC.

EXHIBIT "B"**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT
THE PRESERVE AT LAKE MITCHELL PHASE II WASTEWATER SYSTEM**

This Agreement entered into this the ____ day of _____, 2011 between Developer, **CHELSEA DEVELOPMENT, LLC**, herein referred to as "Developer", **SERVICE FIRST BANK**, 3300 Cahaba Road, Birmingham, AL 35223, herein referred to as "Bank", and **UTILITY MANAGEMENT, Limited Liability Company**, herein referred to as "Utility", to insure a continuous and uninterrupted waste water sewer service in the event the Bank shall by foreclosure, deed in lieu of foreclosure or by such other event that shall result in the Bank replacing the Developer pursuant to that certain financing provided to develop the real property financed pursuant to that certain Mortgage, as recorded at _____ in the Probate Judges office in Coosa County, Alabama, herein referred to as the "Property".

Utility is certified as a Financially Viable Wastewater Management Entity by the Alabama Department of Public Health pursuant to Code of Alabama 22-25B 1 et seq. The Utility's certificate number is ME 05. Such certification requires the institution financing a property served or to be served by a wastewater system to agree to the following:

The Property is described in the legal description of the Mortgage or other financing instrument is subject to, or will be subject to, a loan and/or a Mortgage or other security instrument for which wastewater sewer service is provided by Utility's Wastewater Sewer System for the Property financed by "Bank", who, by executing this agreement, subordinates its interest and mortgage to the terms and conditions of this Agreement. If the Wastewater Sewer System is not complete and the Bank chooses not to complete the Wastewater Sewer System, the Bank shall not be liable to Utility pursuant to any of the terms and conditions arising from the agreement between the Developer and the Utility or for any damages arising from the Wastewater Sewer System. If the Bank elects to complete the Wastewater Sewer System, the Bank shall provide money and as necessary to complete the contractual obligations necessary to convey the Wastewater Sewer System components to the Utility as a Contribution in Aid of Construction with a clear title subject to encumbrances acceptable to the Utility. Except for the Bank's obligations arising hereunder, in the event of a foreclosure of the Property or deed for the Property in lieu of foreclosure, or other such event, the Utility shall defend and hold the Bank harmless from any loss arising from Utilities obligations arising hereto. In the event of a foreclosure or deed in lieu of foreclosure, or other such event, Bank shall replace the party upon whom they foreclosed for all purposes of this Agreement, will complete any uncompleted obligations arising pursuant to the Developer's agreement with the Utility for sewer wastewater sewer service as though the Bank were the Developer/Mortgagor, and shall convey the Property or a lot to any subsequent purchaser subject to the applicable terms and conditions of the agreement between Developer and Utility for wastewater sewer service as though the purchaser were the Mortgagor or, and shall convey the Property or a lot therein to any subsequent purchaser subject to the applicable terms and conditions of the contract agreement between the Developer and the Utility as assigned to or assumed by the Bank as though the purchaser of the subdivision were dealing with the Developer or as in the case of individual lot or lots purchases, to insure the builder purchaser or homeowner purchaser executes the proper agreement at closing for Utility to provide wastewater service.

Bank hereby agrees to release its lien as to the sewer system components at the time of transfer of the sewer system to **UTILITY MANAGEMENT, Limited Liability Company**

IN WITNESS WHEREOF, we the undersigned in our duly authorized set our hand and seal this the ____ day of _____, 2011.

BANK:
SERVICE FIRST BANK

DEVELOPER:
CHELSEA DEVELOPMENT, LLC,

By: _____
Its: _____

By: **WILLIAM F. SPRATLIN**
Its: **Member/Manager**

UTILITY:
UTILITY MANAGEMENT, LLC

By: **LYNAL CHAPPELL**
Its **Member/Manager**

By: **TOMMY G. BRIGHT**
Its: **GENERAL MANAGER**

NOTICE
PROPRIETARY DOCUMENT

The information in this document is the proprietary property of Utility Management, LLC.

ACKNOWLEDGMENTS

STATE OF ALABAMA)
COUNTY OF _____)

Before me, _____, a Notary Public for said County, in said State, hereby certify that **LYNAL CHAPPELL** whose name is signed to the foregoing in his capacity as Member/Manager of **CHELSEA DEVELOPMENT, L.L.C.** and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this ____ day of _____, 2011.

 NOTARY PUBLIC
 My Commission Expires _____

STATE OF ALABAMA)
COUNTY OF _____)

Before me, _____, a Notary Public for said County, in said State, hereby certify that **WILLIAM F. SPRATLIN** whose name is signed to the foregoing in his capacity as Member/Manager of **CHELSEA DEVELOPMENT, L.L.C.** and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this ____ day of _____, 2011.

 NOTARY PUBLIC
 My Commission Expires _____

STATE OF ALABAMA)
COUNTY OF _____)

Before me, _____, a Notary Public for said County, in said State, hereby certify that _____ whose name is signed to the foregoing in his capacity as _____ of **SERVICE FIRST BANK** and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he voluntarily executed same on this the day the same bears date.

NOTICE
 PROPRIETARY DOCUMENT

The information in this document is the proprietary property of Utility Management, LLC.

Given under my hand and official seal this ____ day of _____, 2011.

NOTARY PUBLIC

My Commission Expires _____

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

Before me, Donald N. Guthrie, a Notary Public for said County, in said State, hereby certify that **TOMMY G. BRIGHT**, whose name is signed to the foregoing as General Manager of **UTILITY MANAGEMENT, LLC**, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this ____ day of _____, 2011.

NOTARY PUBLIC

My Commission Expires: 11/22/12

NOTICE

PROPRIETARY DOCUMENT

The information in this document is the proprietary property of Utility Management, LLC.

EXHIBIT "C"**WARRANTY LANGUAGE IN CONSTRUCTION CONTRACTS
THE PRESERVE AT LAKE MITCHELL PHASE II WASTEWATER SYSTEM**

The Contractor will immediately repair, or will immediately cause to be repaired, at its sole cost and expenses, all equipment or structural failures, breaks, leaks or defects of any type whatsoever arising from any cause whatsoever occurring within twelve (12) months from the date said equipment, structures, lines, mains, valves, fittings, and other components of the Sewer System are accepted by the Utility, and that upon failure of the Contractor to take immediate steps to make such repairs, the Developer or the Utility is authorized to make such repairs or to have such repairs made at the cost and expense of the Contractor.

Developer will, or will cause its contractor to, guarantee and warrant that the work will be completed in accordance with industry standards and Developer or its contractor guarantees and warrants against defects in the quality of work and materials for a *limited* period of twelve (12) months from the date of its completion. This warranty does not cover damage or defects that are the result of characteristics common to the materials used. Developer and Utility hereby acknowledge and agree that they understand that there is only a twelve (12) month warranty on the work performed by Developer or its contractor. The parties understand that this twelve (12) month warranty period shall not in any way limit any manufacturer warranty on any materials and equipment incorporated in such construction pursuant to this Agreement. All warranties shall be assigned to and inure to the benefit of the Utility.

Contractor guarantees that the work will be completed in accordance with industry standards and Contractor guarantee and warrants against defects in the quality of work and materials for a limited period of twelve (12) months from the date of its completion. This warranty does not cover damage or defects that are the result of characteristics common to the materials used. Developers and Utility hereby acknowledge and agree that they understand that there is only a twelve (12) month warranty on the work performed by Contractor. The parties understand that this twelve (12) month warranty period shall not in any way limit any manufacturer warranty on any materials and equipment incorporated in such construction pursuant to this Agreement. All warranties shall inure to the benefit of the Utility.

Agreed this the _____ day of _____, _____.

CONTRACTOR:

DEVELOPER:

CHELSEA DEVELOPMENT, LLC

BY: _____

ITS: _____

BY: _____

ITS: Member/Manager

NOTICE**PROPRIETARY DOCUMENT**

The information in this document is the proprietary property of Utility Management, LLC.

EXHIBIT "D"**BUILDER**

SEWER SYSTEM ADDENDUM TO SALES CONTRACT BUILDER
THE PRESERVE AT LAKE MITCHELL PHASE II WASTEWATER SYSTEM
UTILITY MANAGEMENT, LLC

The parties to that certain Real Estate Sales and Purchase Agreement for the property situated at _____, Alabama _____ and dated the ____ day of _____, _____, between:

CHELSEA DEVELOPMENT, LLC, "Seller", and the undersigned "Purchaser" shall be subject to this Addendum.

Purchasers are hereby placed on notice that the subject property is served by a sanitary sewer system owned, operated and managed by **Utility Management, LLC**. The connection and discharge into the system requires a written contract between the property owner and Utility Management, LLC. The Purchaser acknowledges that the sewer service contract and certain covenants subject the property owner to certain restrictions and regulations.

The builder will pay the sum of **\$10.00 per month per lot/unit plus government fees and taxes** from the date of closing until the closing of the sale of the lot to a third party. Sewer rates are approved by The Alabama Department of Public Health with review by the Alabama Public Service Commission and the system performance is subject to the jurisdiction of the Alabama Department of Health or Alabama Department of Environmental Management or the County Department of Health according to their jurisdiction.

Builder and Purchaser shall each pay a \$25.00 connection fee.

Purchaser acknowledges receipt of a copy of the recorded covenants and the contract for sewer service that the Purchaser will execute at closing. Upon request additional copies are available from your agent or Utility Management, LLC

Prior to the construction of a residence, or other building on the lot, an individual plot plan must and will be submitted by the property owner to the Utility and as may be required to the County Health Department depicting the proposed location of underground utility lines, driveways, sewage lines, septic tank, house and other structures, location of all surface waters, water storage or flood easements, existing or proposed wells and all setbacks per applicable laws, ordinances, rules and regulations of any governmental having jurisdiction including but not limited to Onsite Rules Chapter 420-3-1. The plan must be drawn to scale, show all drainage plans and other applicable information required by applicable laws, ordinances, rules and regulations of any governmental having jurisdiction including but not limited to Onsite Rules Chapter 420-3-1.17

SELLER:
CHELSEA DEVELOPMENT, LLC

BUILDER/PURCHASER:

By: _____

By: _____

Its: Member/Manager

Its: _____

CLOSING ATTORNEY, PLEASE HAVE SEWER CONTRACT EXECUTED

You may contact Donald N. Guthrie, attorney for Utility Management, LLC at 205-967-0399, Fax 205-967-8178, email – dnglaw@bellsouth.com, P.O. Box 43521, Birmingham, Alabama 35243 **OR** Utility Management, LLC at P.O. Box 43823, Birmingham, AL 35243 (205) 967- 9988

Please send us or Utility Management, LLC an original executed contract.

NOTICE

PROPRIETARY DOCUMENT

The information in this document is the proprietary property of Utility Management, LLC.

EXHIBIT "E"

ADDENDUM TO REAL ESTATE SALES CONTRACT
THE PRESERVE AT LAKE MITCHELL PHASE II WASTEWATER SYSTEM
UTILITY MANAGEMENT, LLC

The parties to that certain Real Estate Sales and Purchase Agreement for the property situated at _____, Alabama _____ and dated the ____ day of _____, _____ between the undersigned "Seller" and the undersigned "Purchaser" shall be subject to this Addendum.

Purchaser is hereby placed on notice that the subject property is served by a sanitary sewer system owned, operated and managed by **Utility Management, LLC**. The connection and discharge into the system requires a written contract between the property owner and Utility Management, LLC. The contract and certain covenants subject the property owner to certain restrictions and regulations.

The present rate for sewer service is **\$44.07 per month plus government fees and taxes and a Connection Fee of \$25.00**. Sewer rates are approved by The Alabama Department of Public Health with review by the Alabama Public Service Commission. The system performance is subject to the jurisdiction of the Alabama Department of Health () or Alabama Department of Environmental Management (ADEM) or the County Department of Health according to their jurisdiction.

Purchaser acknowledges receipt of a copy of the recorded covenants and the form of the Contract for Sewer Service that Purchaser which will execute at closing. In the event the contract is not executed at closing the Purchaser agrees to execute it as soon as possible. Upon request additional copies are available from your real estate agent or Utility Management, LLC

SELLERS:
CHELSEA DEVELOPMENT, LLC

BY _____
ITS: Member/Manager

PURCHASERS:

CLOSING ATTORNEY, PLEASE HAVE SEWER CONTRACT EXECUTED

You may contact Donald N. Guthrie, attorney for Utility Management, LLC at 205-967-0399, Fax 205-967-8178, email – dnglaw@bellsouth.com, P.O. Box 43521, Birmingham, Alabama 35243 **OR** Utility Management, LLC at P.O. Box 43823, Birmingham, AL 35243 (205) 967- 9988

NOTICE

PROPRIETARY DOCUMENT

The information in this document is the proprietary property of Utility Management, LLC.

EXHIBIT "F"

STATE OF ALABAMA)
 :
 COUNTY OF COOSA)

SEWER EASEMENT
[THE PRESERVE AT LAKE MITCHELL PHASE II]

KNOW ALL MEN BY THESE PRESENTS, **CHELSEA DEVELOPMENT, L.L.C.**, a Shelby County, Alabama limited liability company (herein known as "Grantor"), and **SERVICE FIRST BANK** as Mortgagee ATIMA for and in consideration of the sum of Ten & 00/100 Dollars (\$10.00) to us in hand paid by **SEWAGE EQUIPMENT SALES AND SERVICE, INC.**, an Alabama corporation and **UTILITY MANAGEMENT, LIMITED LIABILITY COMPANY** a Winston county Alabama limited liability company (herein together known as "Grantee"), the receipt whereof is acknowledged, does hereby bargain, grant, sell, and convey unto said Grantee, its successors or assigns, an easement to install, maintain, operate, remove, replace and utilize a sewer main line or lateral within and all other necessary activities including but not limited to ingress and egress under, over and across the following described real property to wit:

*Legal Description attached hereto as **EXHIBIT "A"** and **EXHIBIT "B"** and made a part hereof.*

This conveyance is subject to all mortgages, previous conveyances, easements, covenants, restrictions and reservations of record.

And, as shall be reasonable and necessary to install, maintain, operate, remove, replace and utilize a sewer main line or lateral the Grantor further grants bargains and sells Grantee rights of ingress and egress over along and across the above described and rights to excavate within the above described easement.

And, Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right to maintain, to cut and keep clear all vegetation growing on or above said easement and to keep clean other obstructions that may restrict the quiet enjoyment of said easement.

It is understood and agreed among the parties that once the wastewater system within the subject easement is added by the Alabama Public Service Commission Utility Management, Limited Liability Company Certificate of Economic Viability and Tariff, the easement shall be conveyed to Utility Management , Limited Liability Company.

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns forever.

NOTICE

PROPRIETARY DOCUMENT

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And we do for our self and for our heirs, executors, administrators, successors and assigns covenant with the said Grantee, its successors and assigns, that we lawfully seized in Fee Simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have good right to sell and convey the same as aforesaid; that we will and my our heirs, executors and administrators shall warrant and defend the same to said Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have set our hands and seals this the ____ day of _____, 2011.

GRANTORS

CHELSEA DEVELOPMENT, L.L.C.

SERVICE FIRST BANK

By: _____
LYNAL CHAPPELL
 Its Member/Manager

By: _____
 (Print Name) _____
 Its: _____

By: _____
WILLIAM F. SPRATLIN
 Its: Member/Manager

ACKNOWLEDGMENTS

STATE OF ALABAMA)
COUNTY OF _____)

Before me, _____, a Notary Public for said County, in said State, hereby certify that **LYNAL CHAPPELL** whose name is signed to the foregoing in his capacity as Member/Manager of **CHELSEA DEVELOPMENT, L.L.C.** and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this ____ day of _____, 2011.

SEAL

 NOTARY PUBLIC
 My Commission Expires _____

NOTICE

PROPRIETARY DOCUMENT

The information in this document is the proprietary property of Utility Management, LLC.

STATE OF ALABAMA)
COUNTY OF _____)

Before me, _____, a Notary Public for said County, in said State, hereby certify that **WILLIAM F. SPRATLIN** whose name is signed to the foregoing in his capacity as Member/Manager of **CHELSEA DEVELOPMENT, L.L.C.** and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this ____ day of _____, 2011.

NOTARY PUBLIC
My Commission Expires _____

STATE OF ALABAMA)
COUNTY OF _____)

Before me, the undersigned, a Notary Public for said County, in said State, hereby certify that _____ whose name is signed to the foregoing in his capacity as _____ of **SERVICE FIRST BANK** and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this ____ day of _____, 2011.

NOTARY PUBLIC
My Commission Expires _____

NOTICE

PROPRIETARY DOCUMENT

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EXHIBIT A
DISPOSAL AREA

A parcel of land situated in Section 36, Township 22 North, Range 16 East, Coosa County, Alabama, being more particularly described as follows:

Commence at a 3 inch capped iron found at the Southeast Corner of said Section 36; thence run North 01 degrees, 42 minutes, 38 seconds West along the East line of said Section 36 for a distance of 1395.38 feet to a point; thence run North 52 degrees, 34 minutes, 16 seconds East for a distance of 163.15 feet to a point; thence run South 52 degrees, 34 minutes, 16 seconds West for a distance of 250.00 feet to a point on a curve to the right having a central angle of 09 degrees, 23 minutes, 14 seconds, a radius of 592.34 feet and a chord bearing of South 57 degrees, 15 minutes, 54 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 97.05 feet to a point on a reverse curve to the left having a central angle of 27 degrees, 05 minutes, 45 seconds, a radius of 555.28 feet and a chord bearing of South 48 degrees, 24 minutes, 38 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 262.60 feet to a point on a curve to the left having a central angle of 43 degrees, 48 minutes, 53 seconds, a radius of 154.13 feet and a chord bearing of South 12 degrees, 15 minutes, 20 seconds West; thence run South 81 degrees, 02 minutes, 53 seconds West for a distance of 25.00 feet to a point; thence run South 30 degrees, 24 minutes, 45 seconds West for a distance of 130.34 feet to a point; thence run South 64 degrees, 32 minutes, 49 seconds West for a distance of 250.94 feet to a point; thence run North 33 degrees, 14 minutes, 04 seconds West for a distance of 136.64 feet to a point; thence run North 38 degrees, 07 minutes, 48 seconds East for a distance of 52.40 feet to the Point Of Beginning; thence run North 41 degrees, 23 minutes, 00 seconds West for a distance of 137.16 feet to a point; thence run North 46 degrees, 47 minutes, 43 seconds East for a distance of 235.21 feet to a point; thence run South 57 degrees, 29 minutes, 49 seconds East for a distance of 247.00 feet to a point; thence run South 60 degrees, 05 minutes, 02 seconds West for a distance of 309.83 feet to a point; thence run North 41 degrees, 23 minutes, 00 seconds West for a distance of 31.06 feet to the point of beginning, said parcel containing 53,688 square feet, more or less.

NOTICE

PROPRIETARY DOCUMENT

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EXHIBIT "B"**SEWER & UTILITY EASEMENT****PARCEL ONE:**

An Utility Easement situated in Section 31, Township 22 North, Range 17 East and Section 36, Township 22 North, Range 16 East, Coosa County, Alabama, being more particularly described as follows:

Commence at a 3" capped iron found at the Southwest corner of said Section 31; thence run an assumed bearing of North 01 degrees, 42 minutes, 38 seconds West along the West line of said Section 31 for a distance of 1,426.17 feet to the Point of Beginning; thence run North 52 degrees, 34 minutes, 16 seconds East for a distance of 155.18 feet to a point; thence run South 37 degrees, 25 minutes, 44 seconds East for a distance of 50.00 feet to a point; thence run South 56 degrees, 03 minutes, 59 seconds West for a distance of 217.05 feet to a point; thence run South 42 degrees, 14 minutes, 06 seconds West for a distance of 53.10 feet to a point; thence run South 50 degrees, 06 minutes, 40 seconds West for a distance of 40.42 feet to a point; thence run South 58 degrees, 29 minutes, 01 seconds West for a distance of 44.97 feet to a point; thence run South 64 degrees, 36 minutes, 41 seconds West for a distance of 61.38 feet to a point; thence run South 36 degrees, 25 minutes, 53 seconds East for a distance of 5.06 feet to a point on a curve to the left, having a central of 21 degrees, 17 minutes, 02 seconds, a radius of 530.28 feet and a chord bearing of South 45 degrees, 30 minutes, 17 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 196.98 feet to a point on a compound curve to the left, having a central angle of 43 degrees, 48 minutes, 53 seconds, a radius of 129.13 feet and a chord bearing of South 12 degrees, 57 minutes, 20 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 98.75 feet to a point; thence run North 57 degrees, 01 minutes, 22 seconds East for a distance of 5.50 feet to a point on a curve to the right, having a central angle of 42 degrees, 46 minutes, 54 seconds, a radius of 124.13 feet and a chord bearing of North 13 degrees, 28 minutes, 19 seconds East; thence run in a Northeasterly direction along the arc of said curve for a distance of 92.69 feet to a point on a compound curve to the right, having a central angle of 21 degrees, 15 minutes, 58 seconds, a radius of 525.28 feet and a chord bearing of North 45 degrees, 29 minutes, 45 seconds East; thence run in a Northwesterly direction along the arc of said curve for a distance of 194.96 feet to a point; thence run North 59 degrees, 54 minutes, 11 seconds East for a distance of 60.51 to a point; thence run North 58 degrees, 29 minutes, 01 seconds East for a distance of 45.40 feet to a point; thence run North 50 degrees, 06 minutes, 40 seconds East for a distance of 41.13 feet to a point; thence run North 42 degrees, 14 minutes, 06 seconds East for a distance of 52.84 feet to a point; thence run North 56 degrees, 03 minutes, 59 seconds East for a distance of 221.76 feet to a point; thence run North 37 degrees, 25 minutes, 44 seconds West for a distance of 60.31 feet to a point; thence run South 52 degrees, 34 minutes, 16 seconds West for a distance of 265.00 feet to a

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point on a curve to the right, having a central angle of 09 degrees, 23 minutes, 14 seconds, a radius of 562.34 feet and a chord bearing of South 57 degrees, 15 minutes, 54 seconds West; thence run along the arc of said curve in a Northwesterly direction for a distance of 92.13 feet to a point on a reverse curve to the left, having a central angle of 27 degrees, 05 minutes, 45 seconds, a radius of 585.28 feet, and a chord bearing of South 48 degrees, 24 minutes, 38 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 276.78 feet to a point on a compound curve to the left, having a central angle of 37 degrees, 58 minutes, 48 seconds, a radius of 184.13 feet, and a chord bearing of South 15 degrees, 52 minutes, 22 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 122.06 feet to a point; thence run North 30 degrees, 24 minutes, 45 seconds East for a distance of 9.36 to a point on a curve to the right, having a central angle of 35 degrees, 29 minutes, 01 seconds, a radius of 179.13 feet and a chord bearing of North 17 degrees, 07 minutes, 15 seconds East; thence run in a Northeasterly direction along the arc of said curve for a distance of 110.94 feet to a compound curve to the right, having a central angle of 27 degrees, 05 minutes, 45 seconds, a radius of 580.28 feet and a chord bearing of North 48 degrees, 24 minutes, 38 seconds East; thence run Northeasterly along the arc of said curve for a distance of 274.42 feet to a reverse curve to the left, having a central angle of 09 degrees, 23 minutes, 14 seconds, a radius of 567.34 feet and a chord bearing of North 57 degrees, 15 minutes, 54 seconds East; thence run along the arc of said curve in a Northeasterly direction for a distance of 92.95 feet to a point; thence run North 52 degrees, 34 minutes, 16 seconds East for a distance of 104.82 feet to the point of beginning; Said Easement containing 7,716 square feet, more or less.

ACCESS TO DISPOSAL AREA

PARCEL TWO:

A 30 foot utility and ingress and egress easement situated in Section 36, Township 22 North, Range 16 East, Coosa County, Alabama, lying 15 feet each side of a centerline being more particularly described as follows:

Commence at a 3 inch capped iron found at the Southeast Corner of said Section 36; thence run North 01 degrees, 42 minutes, 38 seconds West along the East line of said Section 36 for a distance of 1395.38 feet to a point; thence run North 52 degrees, 34 minutes, 16 seconds East for a distance of 163.15 feet to a point; thence run South 52 degrees, 34 minutes, 16 seconds West for a distance of 250.00 feet to a point on a curve to the right having a central angle of 09 degrees, 23 minutes, 14 seconds, a radius of 592.34 feet and a chord bearing of South 57 degrees, 15 minutes, 54 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 97.05 feet to a point on a reverse curve to the left having a central angle of 27 degrees, 05 minutes, 45 seconds, a radius of 555.28 feet and a chord bearing of South 48 degrees, 24 minutes, 38 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 262.60 feet to a point on a curve to the left

NOTICE

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having a central angle of 43 degrees, 48 minutes, 53 seconds, a radius of 154.13 feet and a chord bearing of South 12 degrees, 15 minutes, 20 seconds West; thence run South 81 degrees, 02 minutes, 53 seconds West for a distance of 25.00 feet to the Point Of Beginning of the centerline of said easement; thence run South 30 degrees, 24 minutes, 45 seconds West along said center line for a distance of 130.34 feet to a point; thence run South 64 degrees, 32 minutes, 49 seconds West along said centerline for a distance of 250.94 feet to a point; thence run North 33 degrees, 14 minutes, 04 seconds West along said centerline for a distance of 136.64 feet to a point; thence run North 38 degrees, 07 minutes, 48 seconds East for a distance of 52.40 feet to the Point Of Ending of said easement.

NOTICE**PROPRIETARY DOCUMENT**

The information in this document is the proprietary property of Utility Management, LLC.

EXHIBIT "F"

STATE OF ALABAMA)
 :
 COOSA COUNTY)

Prepared by:
 Donald N. Guthrie, Esq.
 Birmingham, AL

**COVENANTS
 CLUSTER SEWER SYSTEM
 THE PRESERVE AT LAKE MITCHELL PHASE II**

KNOW ALL MEN BY THESE PRESENTS: that in consideration of herein providing for the collection, transport, treatment and disposal of the wastewater from each lot connected onto the Utility's system obligates the lot owner (herein referred to as "Customer(s)") to comply with all local, state and federal laws and in accordance with Utility's Rules and Regulations as approved by the Alabama Public Service Commission and attached to the subject wastewater sewer system by law; the Grantee which is a privately owner utility and management entity operating under the laws of the State of Alabama, the covenants, agreements and conditions set forth herein for the benefit of the Customer and **UTILITY MANAGEMENT, LIMITED LIABILITY COMPANY**, an Alabama Wastewater Management Entity pursuant to Code of Alabama 22-25B-1 *et seq.* limited liability company (herein referred to as "Grantee"), and of the covenants, agreements and conditions of Grantor set forth herein, we the undersigned owners of the subject real property, **CHELSEA DEVELOPMENT, L.L.C.** a Shelby County Alabama limited liability company, and (herein referred to as "Grantor") and **SERVICE FIRST BANK** as Mortgagee, ATIMA, do hereby covenant, agree and bind ourselves and our heirs, personal representatives, successors and assigns, to each covenant and agreement set forth herein, for the real property, situated in Coosa County, Alabama, and being more particularly described in **EXHIBIT "A"** attached hereto and made a part hereof.]

RECITALS

As used herein "Lot" shall refer to a platted parcel of the above describes parcel of real property, within the Subdivision.

As used herein the terms "Grantee", "Utility" or "Grantee Utility" shall each mean Utility Management, LLC or its successors or assigns.

As used herein "Lot Owner" shall refer to the owner of record of an individual lot or parcel within the Subdivision.

As used herein the Utility's sanitary sewer system being installed or installed in the above-described Subdivision is herein referred to as the "Wastewater Sewer System".

As used herein "Property" shall refer to all parcels of real property served by the Wastewater Sewer System.

These Covenants shall be binding upon the Grantor and the Grantee, and their respective successors, assigns, heirs, or personal representatives.

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These Covenants shall be governed by, and construed in accordance with, the laws of the State of Alabama.

The use of one gender shall include all other genders, the use of singular shall include the plural, and the use of the plural shall include the singular, all as may be appropriate to the context in which they are used.

Should any provision of these Covenants be deemed unenforceable by a court of competent jurisdiction, that determination will not affect the enforceability of the remaining portions.

COVENANTS

1. **Notice** is hereby given to Grantor and each of Grantor's heirs, personal representatives, successors and assigns as purchaser of or owner of a Lot connected to or to be connected to the Wastewater Sewer System owned and operated, or to be owned and operated by Grantee Utility, that prior to the construction of a residence or other structure requiring sewer service upon being constructed upon the Lot, an individual plot plan must be, and will be, submitted by the Lot Owner to the Utility (and if required, to the County Health Department) showing the location or proposed location of underground utility lines, driveways, sewage lines, septic tank, house and other structures, location of all surface waters, water storage or flood easements, existing or proposed wells and all setbacks per Onsite Rules Chapter 420-3-1. The plan must be drawn to scale, show all drainage plans and other applicable information required by 420-3-1-.17.

2. **No part of the Onsite Sewer System or the Utility's Wastewater Sewer System for the Lot may be covered or used until the Utility, and if required, the County Health Department is afforded an opportunity to inspect the system per 420-3-1-.20. No major modification shall be made onsite without the prior approval of the design engineer, Utility, and if required, with conference with the County Health Department.**

3. Any installation of any component of the Lot's Onsite Sewer System or of the Wastewater Sewer System to be situated in the Public Right-of-Way shall be submitted to, and approved by, the governmental authority having jurisdiction over the Right-of-Way, and any line or component of the Lot's Onsite Sewer System or Wastewater Sewer System situated in an easement, not a non-exclusive easement, shall be submitted to and approved by the appropriate dominant and subservient tenancies of that easement.

4. If required by the engineered design of the Wastewater Sewer System, the Lot Owner shall provide; (a) a watertight septic tank, (b) a filter at the septic tank, (c) a sewer service out-fall line from the septic tank to the point of connection to the common sewer line of the Cluster System, (d) any pumps or force mains required to discharge effluent from the septic tank to the Wastewater Sewer System common collection lines, all of which must be acceptable to the Utility, and (e) a lockable shutoff valve on the Lot side of the water meter to which the Utility is hereby granted access for the purpose of shutting off the water service to the Lot pursuant to Utility's Tariff on file with the Alabama Public Service Commission

5. **Prior to discharging into the Wastewater Sewer System, the Lot Owner and the Lot Owner's tenant, if any, must enter into a written sewer service contract with the Grantee Utility setting forth the terms and conditions upon which the sewer service will be provided by the**

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Utility. Once a sewer service contract is entered into between the Utility and the Lot Owner, the regular monthly or annual sewer service fee shall commence. If the structure is new construction then the sewer service fee shall commence upon the first to occur of; the issuing of a Certificate of Occupancy by the appropriate Governmental Authority, or the connection is made for permanent water and electricity utility service to the Lot.

6. The Lot Owner shall have installed, or cause to be installed, the components of the Onsite Sewer System along with any connection to the Wastewater Sewer System at no expense to the Utility, including but not limited to; (a) a watertight septic tank that is approved by the Utility and the Governmental Authority having jurisdiction thereof, (b) a filter at the septic tank of a type that is approved by the Utility and the Governmental Authority having jurisdiction thereof, (c) a sewer service out-fall line from the septic tank to the point of connection to the common sewer line of the Wastewater Sewer System, (d) any pumps or force mains required to discharge effluent from the septic tank to the Wastewater Sewer System sewer lines, and (e) a lockable shut off valve on the Lot side of the water meter to which the Utility is hereby granted access for the purpose of shutting off the water service to the Lot for any breach of the sewer service agreement between the Utility and the Lot Owner.

7. The Grantor for itself and for, successors and assigns expressly grant the Utility and its successors and assigns the right to shut off and deny water service to the Lot in the event the agreement for sewer service is not entered into or is breached by no fault of the Utility.

The Grantee Utility retains exclusive right to extend sewers lines beyond the limits of the Property and Wastewater Sewer System to serve other real property so long as such extensions cause no additional expense to the Grantor.

9. Grantor grants Grantee Utility, or its agents, contractors, sub-contractors and their personnel access over and across the Property and any Lot therein to inspect, test maintain, repair, replace or remove the Onsite or Wastewater Sewer System components situated thereon. Grantor acknowledges and agrees that the Lot's septic tank, if any, should be pumped every third to fifth year or such other interval of time as shall be required by the appropriate governmental authority. Grantor instructs and grants Utility or its personnel, contractors or subcontractors access to timely pump the Lot's septic tank, if any.

10. All sewer lines installed in public Right-of-Way, whether by the Grantor or its contractors, the Utility or the Lot Owner, shall comply with the standards, directives and regulations of the Governmental Authority having jurisdiction over such Right-of-Way, regardless of whether the Right-of-Way has been dedicated or is proposed to be dedicated.

11. In all future conveyance documents, including but not limited to any deed and mortgage(s), for a Lot subject to these Covenants, shall be conveyed subject to these and the following Covenants running with the land, whether by reference to the recording of this instrument, or by setting forth therein substantially the following language:

"Each Lot attached to or to be connector to the subject Wastewater Sewer System is subject to an agreement between, Utility Management, LLC, herein referred to as the "Utility", and the County Department of Health and/or the Alabama Department of Public Health, and/or the Alabama Department of Environmental Management and the Alabama Public Service Commission; for the Utility or its successors and assigns to provide

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sewage disposal service for the subject Lot in consideration of a sewer service fee due to and established by the Utility and subject to change from time to time by the Utility pursuant to the regulations of the State of Alabama of the Wastewater Management Entities Act (Code of Alabama §22-25B-1 et seq. and the rules and regulations adopted thereunder) and the Utility's Certificate of Financial Responsibility. The sewer service fee is payable annually or monthly by the Lot Owner in advance to the Utility for such services. The Lot Owner does hereby for himself/herself/themselves/itself and for his/hers/theirs/its heirs, personal representatives, successors and assigns Covenant to timely pay said sewer fee and for himself/herself/themselves/itself and for his/her/its heirs, personal representatives, successors and assigns, further acknowledges that the failure to timely pay said fee shall result in a lien on the subject Lot enforceable according to the laws of the State of Alabama, and the possible termination of water and/or sewer service to the Lot.

'In the event of any breach of the sewer service agreement between the Utility or the Lot Owner, or in the event any sewer fee or charges due Utility from the Lot Owner remains unpaid for thirty (30) calendar days, the Lot Owner/purchaser/owner/grantee, as the case may be, of the subject real property does for himself/herself/themselves/itself and for his/hers/theirs/its heirs, personal representatives, successors and assigns grant unto the Utility the absolute right to shut off the water and/or the sewer service to the subject Lot with ten (10) days prior written notice to the Lot Owner. The Lot Owner shall hold the Utility harmless from any loss, claim, cost, expense, judgment, legal expenses, damage injury or illness arising from the Utility shutting off the water or sewer service to the Lot; and the Lot Owner shall defend and hold harmless the Utility from all such loss, claim, cost, expense, judgment, legal expenses, damage, injury or illness arising from the Utility shutting off the water or sewer service to the Lot.

'Until such time as a Governmental Authorities having jurisdiction, or a court of competent jurisdiction, shall terminate the Utility's exclusive right to provide the sewer service, the Lot Owner agrees that the Utility has the exclusive right to provide sewer service to the subject property and will enter into a written contracts for such service and do hereby agree to be bound by the terms and conditions of the Utility's standard contract in the event the parties fail to execute a contract for sewer service. Lot Owner agrees to pay all cost and legal expenses of Utility arising from Utility enforcing its exclusive right to provide the Lot Owner sewer service for the subject Lot.'

12. Grantor, its heirs, personal representatives, successors and assigns, shall refrain from constructing, planting or placing structures, fences, trees, shrubs or landscaping improvements, except grass or mulch, on or over any easement utilized by the Utility and if any structures, fences, trees, shrubs or landscaping improvements is constructed, planted or placed on or over the Utility's easements shall be disturbed or destroyed by the Utility or its personnel, agents, subcontractors or sub-contractors, Grantor, its heirs, personal representatives, successors and assigns, shall hold Utility, its personnel, agents, subcontractors or sub-contractors, harmless from any claim of damage or loss arising from installation maintenance, repair, testing or servicing any component of the Wastewater Sewer System except the planting of grass or replacing mulch. In the event the grass, trees, shrubs, structures, and landscaping of the Lot is disturbed by the Utility, the Utility will at the Utility's expense, restore same except that mature trees and shrubs may be replaced with young potted examples of similar species.

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13. Upon acceptance by the Grantee Utility of any or all of the components of the Lot's onsite components of Wastewater Sewer System, if any, whether from the Grantors or from a subsequent owner of the Lot connected to, or to be connected to, the Wastewater Sewer System, or his/her/their/its heirs, personal representatives, successors or assigns, the Utility or its successors or assigns, shall hold such party harmless from any damage or financial loss and shall defend all claims brought against it arising from the operation, maintenance, repair, permit(s), license(s) or compliance with statutes or regulations of any Governmental Authority which shall now, or in the future, have jurisdiction over such matters involving any portion or component of the Wastewater Sewer System.

14. The Lot Owner builder shall protect the sewer system from damage during the course of constructing on or about the Lot and shall hold the Utility harmless from any financial loss including court cost and attorney's fee arising from such activity.

15. Lot Owner agrees that if the Lot owner discovers a defect or failure of any component, line, filter, pump control or Septic Tank or other component of the Wastewater Sewer System, the Lot Owner shall immediately notify the Utility. In the event the Utility does not respond in a timely manner, the Utility hereby agrees and grants unto the Lot Owner the right to correct the condition and charge the cost thereof to the Utility.

16. The Lot Owner agrees to pay Utility, herewith, a fee for connecting to the Wastewater Sewer System (herein referred to as the "Connection Fee") as set forth on page one hereof.

17. Prior to connecting to the Utility's Wastewater Sewer System, Lot Owner, at its sole cost, shall contract with a licensed contractor approved by the Utility and the appropriate Governmental Authorities to install the on-site components or to make all necessary improvements and installations to the Lot Owner's present onsite sewer system as required by the Utility and the appropriate Governmental Authorities.

18. All plans and specifications required by the any Governmental Authority having jurisdiction shall be prepared by a licensed engineer approved by the Utility and the cost of same shall be the sole responsibility of the Lot Owner.

19. The Lot Owner shall not discharge any effluent into the system prior to completion of construction of the Wastewater Sewer System. "Completion" will occur when the Utility and Governmental or Regulatory authority having jurisdiction thereof, approves the Wastewater Sewer System for use as a sanitary sewer system and certifies same in writing.

20 NOW, THEREFORE: **Public Notice** is hereby given that the Subdivision Property described herein is subject to an on-site sewage disposal permit issued by the appropriate governmental authority. The permit may restrict the use of the Owner's lot or obligate the Owners of the Lots and the Utility to special maintenance and reporting requirements and the permit may restrict the Utility to special maintenance and reporting requirements and penalties.

21. The Grantor for itself its purchasers, heirs, personal representatives, successors and assigns as owner of a Lot connected to or to connected to the Wastewater Sewer

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System owned and operated, or to be owned and operated by Grantee Utility does Covenant and agree to abide by the following rules and prohibitions:

PROHIBITED SUBSTANCES

DO NOT FLUSH

Coffee grinds	Dental floss	Kitty liter	Tampons
Disposal diapers	sanitary napkins	Cigarette butts	Condoms
Fats, grease or oil	Paper towels	Paints	Varnishes
Thinners	Motor oil	Pesticides	Fuels
Photographic solutions			

NO GARBAGE DISPOSALS SHALL DISCHARGE INTO THE SYSTEM

SWIMMING POOLS SHALL NOT DISCHARGE INTO THE SYSTEM

GENERAL:

- C. No storm water from pavements, area roads and ways, roof runoff water, foundation drains, subsurface drains, water from springs, cooling water, basement sump pump discharge, photographic developing or processing chemicals, unpolluted industrial or commercial process water, or other sources shall be admitted to the Utility's sewer system.
- D. The discharge of garbage to the Utility's sewer system is expressly prohibited.

DO NOT DISCHARGE:

No person shall cause or permit to be discharged into the Utility's wastewater sewage system any toxic substance or waste having any of the following characteristics:

- P. Waste containing any gasoline, naphtha, fuel, oil or other liquids, solids or gases which by reason of their nature or quality may cause fire or explosion or be in any other way injurious to persons, the structures of the wastewater sewage system or its operation.
- Q. Wastewater containing any photographic developing or processing fluids or chemicals.
- R. Waste having a temperature in excess of 120 Degrees Fahrenheit or lower than 20 Degrees Fahrenheit.
- S. Washes having a PH lower than 6.0 or higher than 9.0 having any corrosive property capable of causing damage or hazards to structures, components, equipment or personnel of the wastewater sewage system.
- T. Waste containing any noxious or malodorous gas or substance that either singly or by interaction with sewage or other waste is likely, in the opinion of the appropriate governmental authority or the Utility, to create a public nuisance or hazard to life or prevent entry to sewers for their maintenance or repair.
- U. Waste containing ashes, cinders, sand, mud, straw, shavings, metal, paint, glass, rags, feathers, tar, plastic, wood, cotton or other fibers, lime, slurry or any other solid or viscous material of such character or in such quantity as in the opinion of

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the Utility may cause an obstruction to the flow in sewers or otherwise interfere with the proper operation of the sewer system.

- V. Waste containing insoluble, non-flocculent substances having a specific gravity in excess of 2.65.
- W. Waste water containing soluble substances in such concentrations as to cause the specific gravity to be greater than 1.1.
- X. Waste containing any of the following substances in concentrations exceeding those shown in the following tables as measured by an acceptable method:

<u>SUBSTANCE</u>	<u>MAXIMUM PERMISSIBLE CONCENTRATIONS (mg per 1000 gallons)</u>	
Phenolic Compounds, e.g.,		
As C ₆ H ₅ OH	1.00	
Cyanides as CN		0.00
Cyanates as CNO		0.00
C.B.O.D. (5 day)		300.00
Iron as FE	3.00	
Trivalent Chromium as CR plus three		0.05
Hexavalent Chromium as CR plus six		0.05
Nickel as Ni	0.05	
Copper as Cu		0.50
Lead as Pb	0.50	
Zinc as Zn	0.50	
Mercury as Hg		0.00

- Y. Waste containing other matter detrimental to the operation of a sewage treatment plant or sanitary sewers causing erosion, corrosion or deterioration in sewers, equipment and structures of a sanitary or sewer plant.
- Z. Waste containing more than 100 mg per 1000 gallons by weight of tar, fat, oil or grease.
- AA. Waste containing more than 10 mg per 100 gallons of any of the following gases: hydrogen sulfide, sulfur dioxide, nitrous oxide, or any of the halogens.
- BB. Waste containing toxic substances in quantities sufficient to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals or create any hazard in the sewer system operation and such toxic waste shall include, but not be limited to, waste containing cyanide, chromium and/or copper ions.
- CC. Any waste containing toxic substances in quantities sufficient to interfere with biochemical processes of the sewage treatment works or that will pass through the sewage treatment works and exceed the local, state and/or federal requirements in respect thereof.
- DD. Any waste containing radioactive isotopes.

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TO HAVE AND TO HOLD to said Grantee, its successors and assigns forever.

IN WITNESS OF THESE PRESENTS, the said Grantors and Grantee, by its duly authorized officers, do hereby agree and Covenant for themselves and their successors, assigns, and their heirs, personal representatives, successors and assigns they have hereunto set their hands and seals, this ____ day of _____, 2011.

GRANTOR:
CHELSEA DEVELOPMENT, L.L.C.
LLC

GRANTEE:
UTILITY MANAGEMENT,

By: _____
LYNAL CHAPPELL
Its Member/Manager

By: _____
TOMMY G. BRIGHT
Its: GENERAL MANAGER

By: _____
WILLIAM F. SPRATLIN
Its: Member/Manager

SERVICE FIRST BANK

By: _____
(Print Name) _____
Its: _____

ACKNOWLEDGMENTS

STATE OF ALABAMA)
COUNTY OF _____)

Before me, _____, a Notary Public for said County, in said State, hereby certify that **LYNAL CHAPPELL** whose name is signed to the foregoing in his capacity as Member/Manager of **CHELSEA DEVELOPMENT, L.L.C.** and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this ____ day of _____, 2011.

NOTARY PUBLIC

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My Commission Expires: _____

STATE OF ALABAMA)
COUNTY OF _____)

Before me, _____, a Notary Public for said County, in said State, hereby certify that **WILLIAM F. SPRATLIN** whose name is signed to the foregoing in his capacity as Member/Manager of **CHELSEA DEVELOPMENT, L.L.C.** and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this ____ day of _____, 2011.

NOTARY PUBLIC
My Commission Expires _____

STATE OF ALABAMA)
COUNTY OF _____)

Before me, _____, a Notary Public for said County, in said State, hereby certify that _____ whose name is signed to the foregoing in his capacity as _____ of **SERVICE FIRST BANK** and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this ____ day of _____, 2011.

NOTARY PUBLIC
My Commission Expires _____

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

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Before me, Donald N. Guthrie, a Notary Public for said County, in said State, hereby certify that **TOMMY G. BRIGHT**, whose name is signed to the foregoing as General Manager of **UTILITY MANAGEMENT, LLC**, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this ____ day of _____, 2011.

NOTARY PUBLIC

My Commission Expires: 11/22/12

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EXHIBIT "A"**METES AND BOUNDS DESCRIPTION OF BOUNDARY
[PROPOSED PRESERVE AT LAKE MARTIN PHASE II SUBDIVISION]**

A Parcel of Land situated in Section 31, Township 22 North, Range 17 East and Section 36, Township 22 North, Range 16 East, Coosa County, Alabama, being more particularly described as follows:

Commence at a 3" capped iron found at the Southwest corner of said Section 31; thence run an assumed bearing of North 01 degrees, 42 minutes, 38 seconds West along the West line of said Section 31 for a distance of 1,426.17 feet to the point of beginning; thence run North 52 degrees, 34 minutes, 16 seconds East for a distance of 155.18 feet to a point; thence run North 32 degrees, 21 minutes, 08 seconds East for a distance of 100.00 feet to a point; thence run South 76 degrees, 29 minutes, 13 seconds East for a distance of 100.00 feet to a point on the 312 foot contour line of Alabama Power's Lake Mitchell; thence run South 37 degrees, 09 minutes, 08 seconds West along said contour line for a distance of 48.00 feet; thence run South 06 degrees, 52 minutes, 51 seconds West along said contour line for a distance of 55.58 feet; thence run South 07 degrees, 37 minutes, 46 seconds East along said contour line for a distance of 80.78 feet to a point; thence run South 41 degrees, 12 minutes, 03 seconds West along said contour line for a distance of 96.90 feet to a point; thence run South 72 degrees, 53 minutes, 51 seconds West along said contour line for a distance of 50.58 feet to a point; thence run North 80 degrees, 30 minutes, 52 seconds West along said contour line for a distance of 35.18 feet to a point; thence run North 80 degrees, 09 minutes, 57 seconds West along said contour line for a distance of 35.00 feet to a point; thence run South 09 degrees, 56 minutes, 40 seconds East along said contour line for a distance of 53.56 feet to a point; thence run South 37 degrees, 02 minutes, 07 seconds West along said contour line for a distance of 28.69 feet to a point; thence run South 53 degrees, 56 minutes, 24 seconds West along said contour line for a distance of 27.93 feet to a point; thence run South 61 degrees, 24 minutes, 12 seconds West for a distance of 48.18 feet to a point; thence run South 61 degrees, 32 minutes, 32 seconds West along said contour line for a distance of 47.99 feet to a point; thence run South 65 degrees, 30 minutes, 24 seconds West along said contour line for a distance of 84.08 feet to a point; thence run South 79 degrees, 42 minutes, 53 seconds West along said contour line for a distance of 48.78 feet to a point; thence run South 42 degrees, 43 minutes, 28 seconds West along said contour line for a distance of 28.34 feet to a point; thence run South 11 degrees, 09 minutes, 41 seconds West along said contour line for a distance of 23.69 feet to a point; thence run South 57 degrees, 01 minutes, 22 seconds West for a distance of 178.27 feet to a point on a curve to the right, having a central of 50 degrees, 03 minutes, 10 seconds, a radius of 240.00 feet and a chord bearing of South 16 degrees, 04 minutes, 29 seconds West; thence run in a Southwesterly direction along the arc of said curve for a

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distance of 209.66 feet to a point; thence run South 41 degrees, 06 minutes, 04 seconds West for a distance of 85.41 feet to a point on a curve to the left, having a central angle of 60 degrees, 48 minutes, 38 seconds, a radius of 130.00 feet and a chord bearing of South 10 degrees, 41 minutes, 45 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 137.97 feet to a point; thence run South 19 degrees, 42 minutes, 34 seconds East for a distance of 58.66 feet to a point on a curve to the left, having a central angle of 10 degrees, 14 minutes, 59 seconds, a radius of 340.80 feet and a chord bearing of South 24 degrees, 50 minutes, 04 seconds East; thence run in a Southeasterly direction along the arc of said curve for a distance of 60.97 feet to a point; thence run South 29 degrees, 57 minutes, 33 seconds East for a distance of 268.87 feet to a point on the Northwest right-of-way line of Preserve Lane, in The Preserve At Lake Mitchell, Phase I, recorded in Map Book 4, Page 73, in the Office of the Judge of Probate, Coosa County, Alabama; thence run South 58 degrees, 31 minutes, 53 seconds West along said right-of-way line for a distance of 50.02 feet to a point; thence run North 29 degrees, 57 minutes, 33 seconds West for a distance of 270.19 feet to a point on a curve to the right, having a central angle of 10 degrees, 14 minutes, 59 seconds, a radius of 390.80 feet and a chord bearing of North 24 degrees, 50 minutes, 04 seconds West; thence run in a Northwesterly direction along the arc of said curve for a distance of 69.91 feet to a point; thence run North 19 degrees, 42 minutes, 34 seconds West for a distance of 58.66 feet to a point on a curve to the right, having a central angle of 60 degrees, 48 minutes, 38 seconds, a radius of 180.00 feet and a chord bearing of North 10 degrees, 41 minutes, 45 seconds East; thence run along the arc of said curve in a Northeasterly direction for a distance of 191.04 feet to a point; thence run North 41 degrees, 06 minutes, 04 seconds East for a distance of 85.41 feet to a point on a curve to the left, having a central angle of 42 degrees, 15 minutes, 01 seconds, a radius of 190.00 feet, and a chord bearing of North 19 degrees, 58 minutes, 33 seconds West; thence run in a Northeasterly direction along the arc of said curve for a distance of 140.07 feet to a point; thence run South 30 degrees, 24 minutes, 45 seconds West for a distance of 113.89 feet to a point; thence run South 64 degrees, 32 minutes, 49 seconds West for a distance of 268.64 feet to a point; thence run North 33 degrees, 14 minutes, 04 seconds West for a distance of 160.50 feet to a point; thence run North 38 degrees, 07 minutes, 48 seconds East for a distance of 65.95 feet to a point; thence run North 41 degrees, 23 minutes, 00 seconds West for a distance of 121.90 feet to a point; thence run North 46 degrees, 47 minutes, 43 seconds East for a distance of 235.21 feet to a point; thence run South 57 degrees, 29 minutes, 49 seconds East for a distance of 247.00 feet to a point; thence run South 60 degrees, 05 minutes, 02 seconds West for a distance of 309.83 feet to a point; thence run North 41 degrees, 23 minutes, 00 seconds West for a distance of 15.81 feet to a point; thence run South 38 degrees, 07 minutes, 48 seconds West for a distance of 38.85 feet to a point; thence run South 33 degrees, 14 minutes, 04 seconds East for a distance of 112.78 feet to a point; thence run North 64 degrees, 32 minutes, 49 seconds East for a distance of 233.25 feet to a point; thence run North 30 degrees, 24 minutes, 45 seconds East for a

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distance of 147.00 feet to a point on a curve to the right, having a central angle of 35 degrees, 29 minutes, 01 seconds, a radius of 179.13 feet and a chord bearing of North 17 degrees, 07 minutes, 15 seconds East; thence run in a Northeasterly direction along the arc of said curve for a distance of 110.94 feet to a compound curve to the right, having a central angle of 27 degrees, 05 minutes, 45 seconds, a radius of 580.28 feet and a chord bearing of North 48 degrees, 24 minutes, 38 seconds East; thence run Northeasterly along the arc of said curve for a distance of 274.42 feet to a reverse curve to the left, having a central angle of 09 degrees, 23 minutes, 14 seconds, a radius of 567.34 feet and a chord bearing of North 57 degrees, 15 minutes, 54 seconds East; thence run along the arc of said curve in a Northeasterly direction for a distance of 92.95 feet to a point; thence run North 52 degrees, 34 minutes, 16 seconds East for a distance of 104.82 feet to the point of beginning; Said parcel of Land containing 5.363, more or less.

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**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
THE PRESERVE AT LAKE MITCHELL PHASE II WASTEWATER SYSTEM**

This Agreement entered into this the 13th day of July, 2011 between Developer, **CHELSEA DEVELOPMENT, LLC**, herein referred to as "Developer", **SERVICE FIRST BANK**, 3300 Cahaba Road, Birmingham, AL 35223, herein referred to as "Bank", and **UTILITY MANAGEMENT, Limited Liability Company**, herein referred to as "Utility", to insure a continuous and uninterrupted waste water sewer service in the event the Bank shall by foreclosure, deed in lieu of foreclosure or by such other event that shall result in the Bank replacing the Developer pursuant to that certain financing provided to develop the real property financed pursuant to that certain Mortgage, as recorded at _____ in the Probate Judges office in Coosa County, Alabama, herein referred to as the "Property".

Utility is certified as a Financially Viable Wastewater Management Entity by the Alabama Department of Public Health pursuant to Code of Alabama 22-25B 1 et seq. The Utility's certificate number is ME 05. Such certification requires the institution financing a property served or to be served by a wastewater system to agree to the following:

The Property is described in the legal description of the Mortgage or other financing instrument is subject to, or will be subject to, a loan and/or a Mortgage or other security instrument for which wastewater sewer service is provided by Utility's Wastewater Sewer System for the Property financed by "Bank", who, by executing this agreement, subordinates its interest and mortgage to the terms and conditions of this Agreement. If the Wastewater Sewer System is not complete and the Bank chooses not to complete the Wastewater Sewer System, the Bank shall not be liable to Utility pursuant to any of the terms and conditions arising from the agreement between the Developer and the Utility or for any damages arising from the Wastewater Sewer System. If the Bank elects to complete the Wastewater Sewer System, the Bank shall provide money and as necessary to complete the contractual obligations necessary to convey the Wastewater Sewer System components to the Utility as a Contribution in Aid of Construction with a clear title subject to encumbrances acceptable to the Utility. Except for the Bank's obligations arising hereunder, in the event of a foreclosure of the Property or deed for the Property in lieu of foreclosure, or other such event, the Utility shall defend and hold the Bank harmless from any loss arising from Utilities obligations arising hereto. In the event of a foreclosure or deed in lieu of foreclosure, or other such event, Bank shall replace the party upon whom they foreclosed for all purposes of this Agreement, will complete any uncompleted obligations arising pursuant to the Developer's agreement with the Utility for sewer wastewater sewer service as though the Bank were the Developer/Mortgagor, and shall convey the Property or a lot to any subsequent purchaser subject to the applicable terms and conditions of the agreement between Developer and Utility for wastewater sewer service as though the purchaser were the Mortgagor or, and shall convey the Property or a lot therein to any subsequent purchaser subject to the applicable terms and conditions of the contract agreement between the Developer and the Utility as assigned to or assumed by the Bank as though the purchaser of the subdivision were dealing with the Developer or as in the case of individual lot or lots purchases, to insure the builder purchaser or homeowner purchaser executes the proper agreement at closing for Utility to provide wastewater service.

Bank hereby agrees to release its lien as to the sewer system components at the time of transfer of the sewer system to **UTILITY MANAGEMENT, Limited Liability Company**

IN WITNESS WHEREOF, we the undersigned in our duly authorized set our hand and seal this the 13th day of July, 2011.

BANK:
SERVICE FIRST BANK

ServisFirst
By: [Signature]
Its: Vice President

DEVELOPER:
CHELSEA DEVELOPMENT, LLC,

[Signature]
By: **WILLIAM F. SPRATLIN**
Its: member/Manager

UTILITY:
UTILITY MANAGEMENT, LLC

[Signature]
By: **TOMMY G. BRIGHT**
Its: **GENERAL MANAGER**

[Signature]
By: **LYNAL CHAPPEL**
Its Member/Manager

Recording Fee 16.00, TOTAL 16.00

Recorded In MISC BK 14 PG 765, 07/21/2011 11:11:59 AM
Terry Mitchell, Probate Judge, Coosa County, Alabama

ACKNOWLEDGMENTS

STATE OF ALABAMA)
 COUNTY OF JEFFERSON)

Before me, Donald N. Guthrie, a Notary Public for said County, in said State, hereby certify that **LYNAL CHAPPELL** whose name is signed to the foregoing in his capacity as Member/Manager of **CHELSEA DEVELOPMENT, L.L.C.** and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 19th day of July,
2011.

[Signature]
 NOTARY PUBLIC
 My Commission Expires 11/22/12

STATE OF ALABAMA)
 COUNTY OF JEFFERSON)

Before me, Donald N. Guthrie, a Notary Public for said County, in said State, hereby certify that **WILLIAM F. SPRATLIN** whose name is signed to the foregoing in his capacity as Member/Manager of **CHELSEA DEVELOPMENT, L.L.C.** and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 19th day of July,
2011.

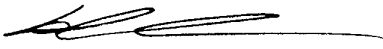
[Signature]
 NOTARY PUBLIC
 My Commission Expires 11/22/12

STATE OF ALABAMA)
 COUNTY OF JEFFERSON)

Before me, Donald N. Guthrie, a Notary Public for said County, in said State, hereby certify that Clayton E. Simpson whose name

is signed to the foregoing in his capacity as Vice President of Service First **BANK** and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he voluntarily executed same on this the day the same bears date.

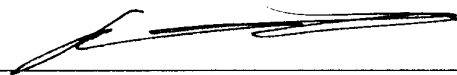
Given under my hand and official seal this 19th day of July,
2011.


 NOTARY PUBLIC
 My Commission Expires 11/22/12

STATE OF ALABAMA)
 COUNTY OF JEFFERSON)

Before me, Donald N. Guthrie, a Notary Public for said County, in said State, hereby certify that **TOMMY G. BRIGHT**, whose name is signed to the foregoing as General Manager of **UTILITY MANAGEMENT, LLC**, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 19th day of July,
2011.


 NOTARY PUBLIC
 My Commission Expires: 11/22/12

D EASEMENT

PREPARED BY DONALD N. GUTHRIE, ATTORNEY AT LAW, BIRMINGHAM, ALABAMA

STATE OF ALABAMA)

:

COUNTY OF COOSA)

ServisFirst ^{cy}

SEWER EASEMENT
[THE PRESERVE AT LAKE MITCHELL PHASE II]

KNOW ALL MEN BY THESE PRESENTS, **CHELSEA DEVELOPMENT, L.L.C.**, a Shelby County, Alabama limited liability company (herein known as "Grantor"), and **SERVICE FIRST BANK** as Mortgagee ATIMA for and in consideration of the sum of Ten & 00/100 Dollars (\$10.00) to us in hand paid by **SEWAGE EQUIPMENT SALES AND SERVICE, INC.**, an Alabama corporation and **UTILITY MANAGEMENT, LIMITED LIABILITY COMPANY** a Winston county Alabama limited liability company (herein together known as "Grantee"), the receipt whereof is acknowledged, does hereby bargain, grant, sell, and convey unto said Grantee, its successors or assigns, an easement to install, maintain, operate, remove, replace and utilize a sewer main line or lateral within and all other necessary activities including but not limited to ingress and egress under, over and across the following described real property to wit:

*Legal Description attached hereto as **EXHIBIT "A"** and **EXHIBIT "B"** and made a part hereof.*

This conveyance is subject to all mortgages, previous conveyances, easements, covenants, restrictions and reservations of record.

And, as shall be reasonable and necessary to install, maintain, operate, remove, replace and utilize a sewer main line or lateral the Grantor further grants bargains and sells Grantee rights of ingress and egress over along and across the above described and rights to excavate within the above described easement.

And, Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right to maintain, to cut and keep clear all vegetation growing on or above said easement and to keep clean other obstructions that may restrict the quiet enjoyment of said easement.

It is understood and agreed among the parties that once the wastewater system within the subject easement is added by the Alabama Public Service Commission Utility Management, Limited Liability Company Certificate of Economic Viability and Tariff, the easement shall be conveyed to Utility Management, Limited Liability Company.

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns forever

Recorded In Misc BK 14 Pg 758, 07/21/2011 11:05:44 AM
 Terry Mitchell, Probate Judge, Coosa County, Alabama

Recording Fee 28.00, TOTAL 28.00

MISC 14 759

And we do for our self and for our heirs, executors, administrators, successors and assigns covenant with the said Grantee, its successors and assigns, that we lawfully seized in Fee Simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have good right to sell and convey the same as aforesaid; that we will and my our heirs, executors and administrators shall warrant and defend the same to said Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have set our hands and seals this the 19th day of July, 2011.

GRANTORS

CHELSEA DEVELOPMENT, L.L.C.

ServisFirst
~~SERVICE FIRST BANK~~

By: [Signature]

LYNAL CHAPPELL

Its Member/Manager

By: [Signature](Print Name) Clark ZinsmeisterIts: Vice PresidentBy: [Signature]

WILLIAM F. SPRATLIN

Its: Member/Manager

ACKNOWLEDGMENTS

STATE OF ALABAMA)

COUNTY OF Telfer)

Before me, Donald N. Guthrie, a Notary Public for said County, in said State, hereby certify that **LYNAL CHAPPELL** whose name is signed to the foregoing in his capacity as Member/Manager of **CHELSEA DEVELOPMENT, L.L.C.** and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 19th day of July, 2011.

SEAL

[Signature]
 NOTARY PUBLIC

My Commission Expires 10/22/12

MISC 14 760

STATE OF ALABAMA)
COUNTY OF Jefferson)

Before me, Donald N. Guthrie, a Notary Public for said County, in said State, hereby certify that **WILLIAM F. SPRATLIN** whose name is signed to the foregoing in his capacity as Member/Manager of **CHELSEA DEVELOPMENT, L.L.C.** and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 19th day of July,
2011.

Donald N Guthrie

NOTARY PUBLIC

My Commission Expires 11/22/12

STATE OF ALABAMA)
COUNTY OF Jefferson)

Before me, the undersigned, a Notary Public for said County, in said State, hereby certify that Charles Zimmerman whose name is signed to the foregoing in his capacity as Vice President of **SERVICE FIRST BANK** and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 19th day of July,
2011.

NOTARY PUBLIC

My Commission Expires 11/22/12

EXHIBIT A
DISPOSAL AREA

A parcel of land situated in Section 36, Township 22 North, Range 16 East, Coosa County, Alabama, being more particularly described as follows:

Commence at a 3 inch capped iron found at the Southeast Corner of said Section 36; thence run North 01 degrees, 42 minutes, 38 seconds West along the East line of said Section 36 for a distance of 1395.38 feet to a point; thence run North 52 degrees, 34 minutes, 16 seconds East for a distance of 163.15 feet to a point; thence run South 52 degrees, 34 minutes, 16 seconds West for a distance of 250.00 feet to a point on a curve to the right having a central angle of 09 degrees, 23 minutes, 14 seconds, a radius of 592.34 feet and a chord bearing of South 57 degrees, 15 minutes, 54 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 97.05 feet to a point on a reverse curve to the left having a central angle of 27 degrees, 05 minutes, 45 seconds, a radius of 555.28 feet and a chord bearing of South 48 degrees, 24 minutes, 38 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 262.60 feet to a point on a curve to the left having a central angle of 43 degrees, 48 minutes, 53 seconds, a radius of 154.13 feet and a chord bearing of South 12 degrees, 15 minutes, 20 seconds West; thence run South 81 degrees, 02 minutes, 53 seconds West for a distance of 25.00 feet to a point; thence run South 30 degrees, 24 minutes, 45 seconds West for a distance of 130.34 feet to a point; thence run South 64 degrees, 32 minutes, 49 seconds West for a distance of 250.94 feet to a point; thence run North 33 degrees, 14 minutes, 04 seconds West for a distance of 136.64 feet to a point; thence run North 38 degrees, 07 minutes, 48 seconds East for a distance of 52.40 feet to the Point Of Beginning; thence run North 41 degrees, 23 minutes, 00 seconds West for a distance of 137.16 feet to a point; thence run North 46 degrees, 47 minutes, 43 seconds East for a distance of 235.21 feet to a point; thence run South 57 degrees, 29 minutes, 49 seconds East for a distance of 247.00 feet to a point; thence run South 60 degrees, 05 minutes, 02 seconds West for a distance of 309.83 feet to a point; thence run North 41 degrees, 23 minutes, 00 seconds West for a distance of 31.06 feet to the point of beginning, said parcel containing 53,688 square feet, more or less.

EXHIBIT "B"**SEWER & UTILITY EASEMENT****PARCEL ONE:**

An Utility Easement situated in Section 31, Township 22 North, Range 17 East and Section 36, Township 22 North, Range 16 East, Coosa County, Alabama, being more particularly described as follows:

Commence at a 3" capped iron found at the Southwest corner of said Section 31; thence run an assumed bearing of North 01 degrees, 42 minutes, 38 seconds West along the West line of said Section 31 for a distance of 1,426.17 feet to the Point of Beginning; thence run North 52 degrees, 34 minutes, 16 seconds East for a distance of 155.18 feet to a point; thence run South 37 degrees, 25 minutes, 44 seconds East for a distance of 50.00 feet to a point; thence run South 56 degrees, 03 minutes, 59 seconds West for a distance of 217.05 feet to a point; thence run South 42 degrees, 14 minutes, 06 seconds West for a distance of 53.10 feet to a point; thence run South 50 degrees, 06 minutes, 40 seconds West for a distance of 40.42 feet to a point; thence run South 58 degrees, 29 minutes, 01 seconds West for a distance of 44.97 feet to a point; thence run South 64 degrees, 36 minutes, 41 seconds West for a distance of 61.38 feet to a point; thence run South 36 degrees, 25 minutes, 53 seconds East for a distance of 5.06 feet to a point on a curve to the left, having a central of 21 degrees, 17 minutes, 02 seconds, a radius of 530.28 feet and a chord bearing of South 45 degrees, 30 minutes, 17 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 196.98 feet to a point on a compound curve to the left, having a central angle of 43 degrees, 48 minutes, 53 seconds, a radius of 129.13 feet and a chord bearing of South 12 degrees, 57 minutes, 20 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 98.75 feet to a point; thence run North 57 degrees, 01 minutes, 22 seconds East for a distance of 5.50 feet to a point on a curve to the right, having a central angle of 42 degrees, 46 minutes, 54 seconds, a radius of 124.13 feet and a chord bearing of North 13 degrees, 28 minutes, 19 seconds East; thence run in a Northeasterly direction along the arc of said curve for a distance of 92.69 feet to a point on a compound curve to the right, having a central angle of 21 degrees, 15 minutes, 58 seconds, a radius of 525.28 feet and a chord bearing of North 45 degrees, 29 minutes, 45 seconds East; thence run in a Northwesterly direction along the arc of said curve for a distance of 194.96 feet to a point; thence run North 59 degrees, 54 minutes, 11 seconds East for a distance of 60.51 to a point; thence run North 58 degrees, 29 minutes, 01 seconds East for a distance of 45.40 feet to a point; thence run North 50 degrees, 06 minutes, 40 seconds East for a distance of 41.13 feet to a point; thence run North 42 degrees, 14 minutes, 06 seconds East for a distance of 52.84 feet to a point; thence run North 56 degrees, 03 minutes, 59 seconds East for a distance of 221.76 feet to a point; thence run North 37 degrees, 25 minutes, 44 seconds West for a distance of 60.31 feet to a point; thence run South 52 degrees, 34 minutes, 16 seconds West for a distance of 265.00 feet to a point on a curve to the right, having a central angle of 09 degrees, 23 minutes, 14 seconds, a radius of 562.34 feet and a chord bearing of South 57 degrees, 15 minutes,

54 seconds West; thence run along the arc of said curve in a Northwesterly direction for a distance of 92.13 feet to a point on a reverse curve to the left, having a central angle of 27 degrees, 05 minutes, 45 seconds, a radius of 585.28 feet, and a chord bearing of South 48 degrees, 24 minutes, 38 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 276.78 feet to a point on a compound curve to the left, having a central angle of 37 degrees, 58 minutes, 48 seconds, a radius of 184.13 feet, and a chord bearing of South 15 degrees, 52 minutes, 22 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 122.06 feet to a point; thence run North 30 degrees, 24 minutes, 45 seconds East for a distance of 9.36 to a point on a curve to the right, having a central angle of 35 degrees, 29 minutes, 01 seconds, a radius of 179.13 feet and a chord bearing of North 17 degrees, 07 minutes, 15 seconds East; thence run in a Northeasterly direction along the arc of said curve for a distance of 110.94 feet to a compound curve to the right, having a central angle of 27 degrees, 05 minutes, 45 seconds, a radius of 580.28 feet and a chord bearing of North 48 degrees, 24 minutes, 38 seconds East; thence run Northeasterly along the arc of said curve for a distance of 274.42 feet to a reverse curve to the left, having a central angle of 09 degrees, 23 minutes, 14 seconds, a radius of 567.34 feet and a chord bearing of North 57 degrees, 15 minutes, 54 seconds East; thence run along the arc of said curve in a Northeasterly direction for a distance of 92.95 feet to a point; thence run North 52 degrees, 34 minutes, 16 seconds East for a distance of 104.82 feet to the point of beginning; Said Easement containing 7,716 square feet, more or less.

ACCESS TO DISPOSAL AREA

PARCEL TWO:

A 30 foot utility and ingress and egress easement situated in Section 36, Township 22 North, Range 16 East, Coosa County, Alabama, lying 15 feet each side of a centerline being more particularly described as follows:

Commence at a 3 inch capped iron found at the Southeast Corner of said Section 36; thence run North 01 degrees, 42 minutes, 38 seconds West along the East line of said Section 36 for a distance of 1395.38 feet to a point; thence run North 52 degrees, 34 minutes, 16 seconds East for a distance of 163.15 feet to a point; thence run South 52 degrees, 34 minutes, 16 seconds West for a distance of 250.00 feet to a point on a curve to the right having a central angle of 09 degrees, 23 minutes, 14 seconds, a radius of 592.34 feet and a chord bearing of South 57 degrees, 15 minutes, 54 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 97.05 feet to a point on a reverse curve to the left having a central angle of 27 degrees, 05 minutes, 45 seconds, a radius of 555.28 feet and a chord bearing of South 48 degrees, 24 minutes, 38 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 262.60 feet to a point on a curve to the left having a central angle of 43 degrees, 48 minutes, 53 seconds, a radius of 154.13 feet and a chord bearing of South 12 degrees, 15 minutes, 20 seconds West; thence run South 81 degrees, 02 minutes, 53 seconds West for a distance of 25.00 feet to the Point Of Beginning of the centerline of said easement; thence run South 30 degrees, 24

minutes, 45 seconds West along said center line for a distance of 130.34 feet to a point; thence run South 64 degrees, 32 minutes, 49 seconds West along said centerline for a distance of 250.94 feet to a point; thence run North 33 degrees, 14 minutes, 04 seconds West along said centerline for a distance of 136.64 feet to a point; thence run North 38 degrees, 07 minutes, 48 seconds East for a distance of 52.40 feet to the Point Of Ending of said easement.

E COVENANTS

STATE OF ALABAMA)
 :
COOSA COUNTY)

Prepared by
Donald N. Guthrie, Esq
Birmingham, AL

**COVENANTS
CLUSTER SEWER SYSTEM
THE PRESERVE AT LAKE MITCHELL PHASE II**

KNOW ALL MEN BY THESE PRESENTS: that in consideration of herein providing for the collection, transport, treatment and disposal of the wastewater from each lot connected onto the Utility's system obligates the lot owner (herein referred to as "Customer(s)") to comply with all local, state and federal laws and in accordance with Utility's Rules and Regulations as approved by the Alabama Public Service Commission and attached to the subject wastewater sewer system by law; the Grantee which is a privately owner utility and management entity operating under the laws of the State of Alabama, the covenants, agreements and conditions set forth herein for the benefit of the Customer and **UTILITY MANAGEMENT, LIMITED LIABILITY COMPANY**, an Alabama Wastewater Management Entity pursuant to Code of Alabama 22-25B-1 *et seq.* limited liability company (herein referred to as "Grantee"), and of the covenants, agreements and conditions of Grantor set forth herein, we the undersigned owners of the subject real property, **CHELSEA DEVELOPMENT, L.L.C.** a Shelby County Alabama limited liability company, and (herein referred to as "Grantor") and **SERVICE FIRST BANK** as Mortgagee, ATIMA, do hereby covenant, agree and bind ourselves and our heirs, personal representatives, successors and assigns, to each covenant and agreement set forth herein, for the real property, situated in Coosa County, Alabama, and being more particularly described in **EXHIBIT "A"** attached hereto and made a part hereof.]

RECITALS

As used herein "Lot" shall refer to a platted parcel of the above describes parcel of real property, within the Subdivision.

As used herein the terms "Grantee", "Utility" or "Grantee Utility" shall each mean Utility Management, LLC or its successors or assigns.

As used herein "Lot Owner" shall refer to the owner of record of an individual lot or parcel within the Subdivision.

As used herein the Utility's sanitary sewer system being installed or installed in the above-described Subdivision is herein referred to as the "Wastewater Sewer System".

As used herein "Property" shall refer to all parcels of real property served by the Wastewater Sewer System.

These Covenants shall be binding upon the Grantor and the Grantee, and their respective successors, assigns, heirs, or personal representatives.

These Covenants shall be governed by, and construed in accordance with, the laws of the State of Alabama.

The use of one gender shall include all other genders, the use of singular shall include the plural, and the use of the plural shall include the singular, all as may be appropriate to the context in which they are used.

Should any provision of these Covenants be deemed unenforceable by a court of competent jurisdiction, that determination will not affect the enforceability of the remaining portions.

COVENANTS

1. **Notice** is hereby given to Grantor and each of Grantor's heirs, personal representatives, successors and assigns as purchaser of or owner of a Lot connected to or to be connected to the Wastewater Sewer System owned and operated, or to be owned and operated by Grantee Utility, that prior to the construction of a residence or other structure requiring sewer service upon being constructed upon the Lot, an individual plot plan must be, and will be, submitted by the Lot Owner to the Utility (and if required, to the County Health Department) showing the location or proposed location of underground

Recorded in MISC BK 14 PG 768, 07/21/2011 11:18:28 AM
Terry Mitchell, Probate Judge, Coosa County, Alabama

Recording Fee 34.00, TOTAL 34.00

upon the Lot, an individual plot plan must be, and will be, submitted by the Lot Owner to the Utility (and if required, to the County Health Department) showing the location or proposed location of underground utility lines, driveways, sewage lines, septic tank, house and other structures, location of all surface waters, water storage or flood easements, existing or proposed wells and all setbacks per Onsite Rules Chapter 420-3-1. The plan must be drawn to scale, show all drainage plans and other applicable information required by 420-3-1-.17.

2. No part of the Onsite Sewer System or the Utility's Wastewater Sewer System for the Lot may be covered or used until the Utility, and if required, the County Health Department is afforded an opportunity to inspect the system per 420-3-1-.20. No major modification shall be made onsite without the prior approval of the design engineer, Utility, and if required, with conference with the County Health Department.

3. Any installation of any component of the Lot's Onsite Sewer System or of the Wastewater Sewer System to be situated in the Public Right-of-Way shall be submitted to, and approved by, the governmental authority having jurisdiction over the Right-of-Way, and any line or component of the Lot's Onsite Sewer System or Wastewater Sewer System situated in an easement, not a non-exclusive easement, shall be submitted to and approved by the appropriate dominant and subservient tenancies of that easement.

4. If required by the engineered design of the Wastewater Sewer System, the Lot Owner shall provide; (a) a watertight septic tank, (b) a filter at the septic tank, (c) a sewer service out-fall line from the septic tank to the point of connection to the common sewer line of the Cluster System, (d) any pumps or force mains required to discharge effluent from the septic tank to the Wastewater Sewer System common collection lines, all of which must be acceptable to the Utility, and (e) a lockable shutoff valve on the Lot side of the water meter to which the Utility is hereby granted access for the purpose of shutting off the water service to the Lot pursuant to Utility's Tariff on file with the Alabama Public Service Commission

5. Prior to discharging into the Wastewater Sewer System, the Lot Owner and the Lot Owner's tenant, if any, must enter into a written sewer service contract with the Grantee Utility setting forth the terms and conditions upon which the sewer service will be provided by the Utility. Once a sewer service contract is entered into between the Utility and the Lot Owner, the regular monthly or annual sewer service fee shall commence. If the structure is new construction then the sewer service fee shall commence upon the first to occur of; the issuing of a Certificate of Occupancy by the appropriate Governmental Authority, or the connection is made for permanent water and electricity utility service to the Lot.

6. The Lot Owner shall have installed, or cause to be installed, the components of the Onsite Sewer System along with any connection to the Wastewater Sewer System at no expense to the Utility, including but not limited to; (a) a watertight septic tank that is approved by the Utility and the Governmental Authority having jurisdiction thereof, (b) a filter at the septic tank of a type that is approved by the Utility and the Governmental Authority having jurisdiction thereof, (c) a sewer service out-fall line from the septic tank to the point of connection to the common sewer line of the Wastewater Sewer System, (d) any pumps or force mains required to discharge effluent from the septic tank to the Wastewater Sewer System sewer lines, and (e) a lockable shut off valve on the Lot side of the water meter to which the Utility is hereby granted access for the purpose of shutting off the water service to the Lot for any breach of the sewer service agreement between the Utility and the Lot Owner.

7. The Grantor for itself and for, successors and assigns expressly grant the Utility and its successors and assigns the right to shut off and deny water service to the Lot in the event the agreement for sewer service is not entered into or is breached by no fault of the Utility.

The Grantee Utility retains exclusive right to extend sewers lines beyond the limits of the Property and Wastewater Sewer System to serve other real property so long as such extensions cause no additional expense to the Grantor.

9. Grantor grants Grantee Utility, or its agents, contractors, sub-contractors and their personnel access over and across the Property and any Lot therein to inspect, test maintain, repair, replace or remove the Onsite or Wastewater Sewer System components situated thereon. Grantor acknowledges and agrees that the Lot's septic tank, if any, should be pumped every third to fifth year or such other interval of time as shall be required by the appropriate governmental authority. Grantor instructs and

grants Utility or its personnel, contractors or subcontractors access to timely pump the Lot's septic tank, if any.

10. All sewer lines installed in public Right-of-Way, whether by the Grantor or its contractors, the Utility or the Lot Owner, shall comply with the standards, directives and regulations of the Governmental Authority having jurisdiction over such Right-of-Way, regardless of whether the Right-of-Way has been dedicated or is proposed to be dedicated.

11. In all future conveyance documents, including but not limited to any deed and mortgage(s), for a Lot subject to these Covenants, shall be conveyed subject to these and the following Covenants running with the land, whether by reference to the recording of this instrument, or by setting forth therein substantially the following language:

"Each Lot attached to or to be connector to the subject Wastewater Sewer System is subject to an agreement between, Utility Management, LLC, herein referred to as the "Utility", and the County Department of Health and/or the Alabama Department of Public Health, and/or the Alabama Department of Environmental Management and the Alabama Public Service Commission; for the Utility or its successors and assigns to provide sewage disposal service for the subject Lot in consideration of a sewer service fee due to and established by the Utility and subject to change from time to time by the Utility pursuant to the regulations of the State of Alabama of the Wastewater Management Entities Act (Code of Alabama §22-25B-1 et seq. and the rules and regulations adopted thereunder) and the Utility's Certificate of Financial Responsibility. The sewer service fee is payable annually or monthly by the Lot Owner in advance to the Utility for such services. The Lot Owner does hereby for himself/herself/themselves/itself and for his/hers/theirs/its heirs, personal representatives, successors and assigns Covenant to timely pay said sewer fee and for himself/herself/themselves/itself and for his/her/its heirs, personal representatives, successors and assigns, further acknowledges that the failure to timely pay said fee shall result in a lien on the subject Lot enforceable according to the laws of the State of Alabama, and the possible termination of water and/or sewer service to the Lot.

'In the event of any breach of the sewer service agreement between the Utility or the Lot Owner, or in the event any sewer fee or charges due Utility from the Lot Owner remains unpaid for thirty (30) calendar days, the Lot Owner/purchaser/owner/grantee, as the case may be, of the subject real property does for himself/herself/themselves/itself and for his/hers/theirs/its heirs, personal representatives, successors and assigns grant unto the Utility the absolute right to shut off the water and/or the sewer service to the subject Lot with ten (10) days prior written notice to the Lot Owner. The Lot Owner shall hold the Utility harmless from any loss, claim, cost, expense, judgment, legal expenses, damage injury or illness arising from the Utility shutting off the water or sewer service to the Lot; and the Lot Owner shall defend and hold harmless the Utility from all such loss, claim, cost, expense, judgment, legal expenses, damage, injury or illness arising from the Utility shutting off the water or sewer service to the Lot.

'Until such time as a Governmental Authorities having jurisdiction, or a court of competent jurisdiction, shall terminate the Utility's exclusive right to provide the sewer service, the Lot Owner agrees that the Utility has the exclusive right to provide sewer service to the subject property and will enter into a written contracts for such service and do hereby agree to be bound by the terms and conditions of the Utility's standard contract in the event the parties fail to execute a contract for sewer service. Lot Owner agrees to pay all cost and legal expenses of Utility arising from Utility enforcing its exclusive right to provide the Lot Owner sewer service for the subject Lot."

12. Grantor, its heirs, personal representatives, successors and assigns, shall refrain from constructing, planting or placing structures, fences, trees, shrubs or landscaping improvements, except

grass or mulch, on or over any easement utilized by the Utility and if any structures, fences, trees, shrubs or landscaping improvements is constructed, planted or placed on or over the Utility's easements shall be disturbed or destroyed by the Utility or its personnel, agents, subcontractors or sub-contractors, Grantor, its heirs, personal representatives, successors and assigns, shall hold Utility, its personnel, agents, subcontractors or sub-contractors, harmless from any claim of damage or loss arising from installation maintenance, repair, testing or servicing any component of the Wastewater Sewer System except the planting of grass or replacing mulch. In the event the grass, trees, shrubs, structures, and landscaping of the Lot is disturbed by the Utility, the Utility will at the Utility's expense, restore same except that mature trees and shrubs may be replaced with young potted examples of similar species.

13. Upon acceptance by the Grantee Utility of any or all of the components of the Lot's onsite components of Wastewater Sewer System, if any, whether from the Grantors or from a subsequent owner of the Lot connected to, or to be connected to, the Wastewater Sewer System, or his/her/their/its heirs, personal representatives, successors or assigns, the Utility or its successors or assigns, shall hold such party harmless from any damage or financial loss and shall defend all claims brought against it arising from the operation, maintenance, repair, permit(s), license(s) or compliance with statutes or regulations of any Governmental Authority which shall now, or in the future, have jurisdiction over such matters involving any portion or component of the Wastewater Sewer System.

14. The Lot Owner builder shall protect the sewer system from damage during the course of constructing on or about the Lot and shall hold the Utility harmless from any financial loss including court cost and attorney's fee arising from such activity.

15. Lot Owner agrees that if the Lot owner discovers a defect or failure of any component, line, filter, pump control or Septic Tank or other component of the Wastewater Sewer System, the Lot Owner shall immediately notify the Utility. In the event the Utility does not respond in a timely manner, the Utility hereby agrees and grants unto the Lot Owner the right to correct the condition and charge the cost thereof to the Utility.

16. The Lot Owner agrees to pay Utility, herewith, a fee for connecting to the Wastewater Sewer System (herein referred to as the "Connection Fee") as set forth on page one hereof.

17. Prior to connecting to the Utility's Wastewater Sewer System, Lot Owner, at its sole cost, shall contract with a licensed contractor approved by the Utility and the appropriate Governmental Authorities to install the on-site components or to make all necessary improvements and installations to the Lot Owner's present onsite sewer system as required by the Utility and the appropriate Governmental Authorities.

18. All plans and specifications required by the any Governmental Authority having jurisdiction shall be prepared by a licensed engineer approved by the Utility and the cost of same shall be the sole responsibility of the Lot Owner.

19. The Lot Owner shall not discharge any effluent into the system prior to completion of construction of the Wastewater Sewer System. "Completion" will occur when the Utility and Governmental or Regulatory authority having jurisdiction thereof, approves the Wastewater Sewer System for use as a sanitary sewer system and certifies same in writing.

20. NOW, THEREFORE: **Public Notice** is hereby given that the Subdivision Property described herein is subject to an on-site sewage disposal permit issued by the appropriate governmental authority. The permit may restrict the use of the Owner's lot or obligate the Owners of the Lots and the Utility to special maintenance and reporting requirements and the permit may restrict the Utility to special maintenance and reporting requirements and penalties.

21. The Grantor for itself its purchasers, heirs, personal representatives, successors and assigns as owner of a Lot connected to or to connected to the Wastewater Sewer System owned and operated, or to be owned and operated by Grantee Utility does Covenant and agree to abide by the following rules and prohibitions:

PROHIBITED SUBSTANCES

DO NOT FLUSH

Coffee grinds	Dental floss	Kitty litter	Tampons
Disposal diapers	sanitary napkins	Cigarette butts	Condoms
Fats, grease or oil	Paper towels	Paints	Varnishes

Thinners

Motor oil

Pesticides

Fuels

Photographic solutions

NO GARBAGE DISPOSALS SHALL DISCHARGE INTO THE SYSTEM
SWIMMING POOLS SHALL NOT DISCHARGE INTO THE SYSTEM

GENERAL:

- E. No storm water from pavements, area roads and ways, roof runoff water, foundation drains, subsurface drains, water from springs, cooling water, basement sump pump discharge, photographic developing or processing chemicals, unpolluted industrial or commercial process water, or other sources shall be admitted to the Utility's sewer system.
- F. The discharge of garbage to the Utility's sewer system is expressly prohibited.

DO NOT DISCHARGE:

No person shall cause or permit to be discharged into the Utility's wastewater sewage system any toxic substance or waste having any of the following characteristics:

- EE. Waste containing any gasoline, naphtha, fuel, oil or other liquids, solids or gases which by reason of their nature or quality may cause fire or explosion or be in any other way injurious to persons, the structures of the wastewater sewage system or its operation.
- FF. Wastewater containing any photographic developing or processing fluids or chemicals.
- GG. Waste having a temperature in excess of 120 Degrees Fahrenheit or lower than 20 Degrees Fahrenheit.
- HH. Washes having a PH lower than 6.0 or higher than 9.0 having any corrosive property capable of causing damage or hazards to structures, components, equipment or personnel of the wastewater sewage system.
- II. Waste containing any noxious or malodorous gas or substance that either singly or by interaction with sewage or other waste is likely, in the opinion of the appropriate governmental authority or the Utility, to create a public nuisance or hazard to life or prevent entry to sewers for their maintenance or repair.
- JJ. Waste containing ashes, cinders, sand, mud, straw, shavings, metal, paint, glass, rags, feathers, tar, plastic, wood, cotton or other fibers, lime, slurry or any other solid or viscous material of such character or in such quantity as in the opinion of the Utility may cause an obstruction to the flow in sewers or otherwise interfere with the proper operation of the sewer system.
- KK. Waste containing insoluble, non-flocculent substances having a specific gravity in excess of 2.65.
- LL. Waste water containing soluble substances in such concentrations as to cause the specific gravity to be greater than 1.1.
- MM. Waste containing any of the following substances in concentrations exceeding those shown in the following tables as measured by an acceptable method:

SUBSTANCE	MAXIMUM PERMISSIBLE CONCENTRATIONS	
	(mg per 1000 gallons)	
Phenolic Compounds, e.g.,		
As C ₆ H ₅ OH	1.00	
Cyanides as CN		0.00
Cyanates as CNO		0.00
C.B.O.D. (5 day)		300.00
Iron as FE	3.00	
Trivalent Chromium as CR plus three		0.05
Hexavalent Chromium as CR plus six		0.05
Nickel as Ni	0.05	
Copper as Cu	0.50	
Lead as Pb	0.50	
Zinc as Zn	0.50	
Mercury as Hg	0.00	

- M. Waste containing toxic substances in quantities sufficient to injure or interfere with any sewage treatment process, constitute a hazard humans or animals or create any hazard in the sewer system operation and such toxic waste shall include, but not be limited to, waste containing cyanide, chromium and/or copper ions.
- N. Any waste containing toxic substances in quantities sufficient to interfere with biochemical processes of the sewage treatment works or that will pass through the sewage treatment works and exceed the local, state and/or federal requirements in respect thereof.
- O. Any waste containing radioactive isotopes.

TO HAVE AND TO HOLD to said Grantee, its successors and assigns forever.

IN WITNESS OF THESE PRESENTS, the said Grantors and Grantee, by its duly authorized officers, do hereby agree and Covenant for themselves and their successors, assigns, and their heirs, personal representatives, successors and assigns they have hereunto set their hands and seals, this 17th day of July, 2011.

GRANTOR:
CHELSEA DEVELOPMENT, L.L.C.

By: [Signature]
LYNAL CHAPPELL
Its Member/Manager

By: [Signature]
WILLIAM F. SPRATLIN
Its: Member/Manager

SERVISFIRST
SERVICE FIRST BANK

By: [Signature]
(Print Name) CLARK ZIMMERMAN
Its: Vice President

GRANTEE:
UTILITY MANAGEMENT, LLC

By: [Signature]
TOMMY G. BRIGHT
Its: GENERAL MANAGER

ACKNOWLEDGMENTS

STATE OF ALABAMA)
COUNTY OF Telford)

Before me, Donald M. Gutierrez, a Notary Public for said County, in said State, hereby certify that **LYNAL CHAPPELL** whose name is signed to the foregoing in his capacity as Member/Manager of **CHELSEA DEVELOPMENT, L.L.C.** and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 17th day of July, 2011.

[Signature]
NOTARY PUBLIC
My Commission Expires 11/23/11

STATE OF ALABAMA)
COUNTY OF Telford)

Before me, Donald N. Guthrie, a Notary Public for said County, in said State, hereby certify that **WILLIAM F. SPRATLIN** whose name is signed to the foregoing in his capacity as Member/Manager of **CHELSEA DEVELOPMENT, L.L.C.** and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he voluntarily executed same on this the day the same bears date.


Given under my hand and official seal this 19th day of July, 2011.


NOTARY PUBLIC
My Commission Expires 11/22/12

STATE OF ALABAMA)
COUNTY OF Jefferson)

Before me, Donald N. Guthrie, a Notary Public for said County, in said State, hereby certify that Clark Zinsmeister whose name is signed to the foregoing in his capacity as Vice President of SERVICE FIRST BANK and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 19th day of July, 2011.


NOTARY PUBLIC
My Commission Expires 11/22/12

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

Before me, Donald N. Guthrie, a Notary Public for said County, in said State, hereby certify that **TOMMY G. BRIGHT**, whose name is signed to the foregoing as General Manager of **UTILITY MANAGEMENT, LLC**, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 19th day of July, 2011.


NOTARY PUBLIC
My Commission Expires 11/22/12

EXHIBIT "A"**METES AND BOUNDS DESCRIPTION OF BOUNDARY
[PROPOSED PRESERVE AT LAKE MARTIN PHASE II SUBDIVISION]**

A Parcel of Land situated in Section 31, Township 22 North, Range 17 East and Section 36, Township 22 North, Range 16 East, Coosa County, Alabama, being more particularly described as follows:

Commence at a 3" capped iron found at the Southwest corner of said Section 31; thence run an assumed bearing of North 01 degrees, 42 minutes, 38 seconds West along the West line of said Section 31 for a distance of 1,426.17 feet to the point of beginning; thence run North 52 degrees, 34 minutes, 16 seconds East for a distance of 155.18 feet to a point; thence run North 32 degrees, 21 minutes, 08 seconds East for a distance of 100.00 feet to a point; thence run South 76 degrees, 29 minutes, 13 seconds East for a distance of 100.00 feet to a point on the 312 foot contour line of Alabama Power's Lake Mitchell; thence run South 37 degrees, 09 minutes, 08 seconds West along said contour line for a distance of 48.00 feet; thence run South 06 degrees, 52 minutes, 51 seconds West along said contour line for a distance of 55.58 feet; thence run South 07 degrees, 37 minutes, 46 seconds East along said contour line for a distance of 80.78 feet to a point; thence run South 41 degrees, 12 minutes, 03 seconds West along said contour line for a distance of 96.90 feet to a point; thence run South 72 degrees, 53 minutes, 51 seconds West along said contour line for a distance of 50.58 feet to a point; thence run North 80 degrees, 30 minutes, 52 seconds West along said contour line for a distance of 35.18 feet to a point; thence run North 80 degrees, 09 minutes, 57 seconds West along said contour line for a distance of 35.00 feet to a point; thence run South 09 degrees, 56 minutes, 40 seconds East along said contour line for a distance of 53.56 feet to a point; thence run South 37 degrees, 02 minutes, 07 seconds West along said contour line for a distance of 28.69 feet to a point; thence run South 53 degrees, 56 minutes, 24 seconds West along said contour line for a distance of 27.93 feet to a point; thence run South 61 degrees, 24 minutes, 12 seconds West for a distance of 48.18 feet to a point; thence run South 61 degrees, 32 minutes, 32 seconds West along said contour line for a distance of 47.99 feet to a point; thence run South 65 degrees, 30 minutes, 24 seconds West along said contour line for a distance of 84.08 feet to a point; thence run South 79 degrees, 42 minutes, 53 seconds West along said contour line for a distance of 48.78 feet to a point; thence run South 42 degrees, 43 minutes, 28 seconds West along said contour line for a distance of 28.34 feet to a point; thence run South 11 degrees, 09 minutes, 41 seconds West along said contour line for a distance of 23.69 feet to a point; thence run South 57 degrees, 01 minutes, 22 seconds West for a distance of 178.27 feet to a point on a curve to the right, having a central of 50 degrees, 03 minutes, 10 seconds, a radius of 240.00 feet and a chord bearing of South 16 degrees, 04 minutes, 29 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 209.66 feet to a point; thence run South 41 degrees, 06 minutes, 04 seconds West for a distance of 85.41 feet to a point on a curve to the left, having a central angle of 60 degrees, 48 minutes, 38 seconds, a radius of 130.00 feet and a chord bearing of South 10 degrees, 41 minutes, 45 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 137.97 feet to a point; thence run South 19 degrees, 42 minutes, 34 seconds East for a distance of 58.66 feet to a point on a curve to the left, having a central angle of 10 degrees, 14 minutes, 59 seconds, a radius of 340.80 feet and a chord bearing of South 24 degrees, 50 minutes, 04 seconds East; thence run in a Southeasterly direction along the arc of said curve for a distance of 60.97 feet to a point; thence run South 29 degrees, 57 minutes, 33 seconds East for a distance of 268.87 feet to a point on the Northwest right-of-way line of Preserve Lane, in The Preserve At Lake Mitchell, Phase I, recorded in Map Book 4, Page 73, in the Office of the Judge of Probate, Coosa County, Alabama; thence run South 58 degrees, 31 minutes, 53 seconds West along said right-of-way line for a distance of 50.02 feet to a point; thence run North 29 degrees, 57 minutes, 33 seconds West for a distance of 270.19 feet to a point on a curve to the right, having a central angle of 10 degrees, 14 minutes, 59 seconds, a radius of 390.80 feet and a chord bearing of North 24 degrees, 50 minutes, 04 seconds West; thence run in a Northwesterly direction along the arc of said curve for a

distance of 69.91 feet to a point; thence run North 19 degrees, 42 minutes, 34 seconds West for a distance of 58.66 feet to a point on a curve to the right, having a central angle of 60 degrees, 48 minutes, 38 seconds, a radius of 180.00 feet and a chord bearing of North 10 degrees, 41 minutes, 45 seconds East; thence run along the arc of said curve in a Northeasterly direction for a distance of 191.04 feet to a point; thence run North 41 degrees, 06 minutes, 04 seconds East for a distance of 85.41 feet to a point on a curve to the left, having a central angle of 42 degrees, 15 minutes, 01 seconds, a radius of 190.00 feet, and a chord bearing of North 19 degrees, 58 minutes, 33 seconds West; thence run in a Northeasterly direction along the arc of said curve for a distance of 140.07 feet to a point; thence run South 30 degrees, 24 minutes, 45 seconds West for distance of 113.89 feet to a point; thence run South 64 degrees, 32 minutes, 49 seconds West for a distance of 268.64 feet to a point; thence run North 33 degrees, 14 minutes, 04 seconds West for a distance of 160.50 feet to a point; thence run North 38 degrees, 07 minutes, 48 seconds East for a distance of 65.95 feet to a point; thence run North 41 degrees, 23 minutes, 00 seconds West for a distance of 121.90 feet to a point; thence run North 46 degrees, 47 minutes, 43 seconds East for a distance of 235.21 feet to a point; thence run South 57 degrees, 29 minutes, 49 seconds East for a distance of 247.00 feet to a point; thence run South 60 degrees, 05 minutes, 02 seconds West for a distance of 309.83 feet to a point; thence run North 41 degrees, 23 minutes, 00 seconds West for a distance of 15.81 feet to a point; thence run South 38 degrees, 07 minutes, 48 seconds West for a distance of 38.85 feet to a point; thence run South 33 degrees, 14 minutes, 04 seconds East for a distance of 112.78 feet to a point; thence run North 64 degrees, 32 minutes, 49 seconds East for a distance of 233.25 feet to a point; thence run North 30 degrees, 24 minutes, 45 seconds East for a distance of 147.00 feet to a point on a curve to the right, having a central angle of 35 degrees, 29 minutes, 01 seconds, a radius of 179.13 feet and a chord bearing of North 17 degrees, 07 minutes, 15 seconds East; thence run in a Northeasterly direction along the arc of said curve for a distance of 110.94 feet to a compound curve to the right, having a central angle of 27 degrees, 05 minutes, 45 seconds, a radius of 580.28 feet and a chord bearing of North 48 degrees, 24 minutes, 38 seconds East; thence run Northeasterly along the arc of said curve for a distance of 274.42 feet to a reverse curve to the left, having a central angle of 09 degrees, 23 minutes, 14 seconds, a radius of 567.34 feet and a chord bearing of North 57 degrees, 15 minutes, 54 seconds East; thence run along the arc of said curve in a Northeasterly direction for a distance of 92.95 feet to a point; thence run North 52 degrees, 34 minutes, 16 seconds East for a distance of 104.82 feet to the point of beginning; Said parcel of Land containing 5.363, more or less.

F TRANSFER OF SYSTEM

State of Alabama)
:
Coosa County)

Prepared by: Donald N. Guthrie
Attorney at Law
Birmingham, Alabama

TRANSFER OF WASTEWATER SEWER SYSTEM COMPONENTS
"A Contribution in Aid of Construction" pursuant to 25 U.S.C. 118(c)

KNOW ALL MEN BY THESE PRESENTS; that in consideration of the covenants and recitals set forth herein:

WHEREAS, Chelsea Development, LLC, as the owner and **ServisFirst BANK** as Mortgagee, (herein referred to as "Grantor"), **ATIMA**, are the owners of record of all the components necessary to collect, treat and dispose of the wastewater sewage generated in **The Preserve at Lake Mitchell Phase II** [as more particularly described by metes and bounds in EXHIBIT "A" attached hereto and made a part hereof] (the "Subdivision") being a portion of that certain real property and described in the Mortgage recorded at _____ in the Office of the Judge of Probate of Coosa County, Alabama, which is being improved and developed as a residential subdivision with the subject common wastewater components necessary to provide sewer service to certain individual parcels therein; and,

WHEREAS, Grantor is hereby transferring all the common components of said Subdivision's Wastewater Sewer System to **UTILITY MANAGEMENT, LIMITED LIABILITY COMPANY**, a Winston County Alabama limited liability company (herein after referred to as "Grantee") to become effective upon the necessary approval by the Alabama Public Service Commission and the Alabama Department of Public Health; and,

WHEREAS, said common components are situated in certain easements separately recorded; and,

WHEREAS, included in the development of the Subdivision, there has been constructed a sanitary sewage wastewater treatment facility, together with sanitary sewage wastewater collection, treatment and disposal facility including but not limited to collection lines, pumps, filters, tanks, laterals, disposal lines, valves and rights in easements and right-of-ways (herein individually and collectively referred to as the "Sewer System") for the purpose of supplying adequate wastewater sewer service to all properties connected to or to be connected to the Sewer System; and,

WHEREAS, it is the intention and purpose of the Grantor that such Sewer System shall be used and operated to provide adequate disposal of sewage for each of the properties connected thereto, regardless of the ownership of the individual properties, and that the Sewer System shall be properly maintained to assure the continuance of the operation and maintenance of said system for the benefit of the present and future owners of properties connected thereto; and,

WHEREAS, the sewer treatment facility and the disposal area are, or are to be, situated on certain easements (Easements) and real property as shown in the recorded plat or as granted and recorded of record in the Office of the Judge of Probate of the subject County and to the standards of the Alabama Department of Public Health and the County Health Department Alabama standards; and,

WHEREAS, Grantor has entered into an assignment of its operation agreement for the Subdivision (the "Agreement") to Grantee, for the operation and maintenance of the Sewer System.

NOW THEREFORE, for and in consideration of the assumption and undertakings by the Grantee to provide and assure the maintenance and operation of the Sewer System as set forth in the Agreement and as a conveyance as "A Contribution in Aid of Construction"

pursuant to 25 U.S.C. 118(c) and the Internal Revenue Service Regulations promulgated thereunder of the entire Sewer System by Grantor to Grantee receipt and sufficiency of which is hereby acknowledged by Grantee, the Grantor does by these presents Grant, Bargain, Sell and Convey unto the Grantee all its rights, interest and title to:

All Grantor's rights, title and interest in the Sewer System and personal property comprising the components thereof, including but not limited to, all wastewater sanitary sewage controls, collection lines, treatment and disposal facility, pumps, filters, tanks, laterals, disposal lines, valves drip field, field lines, or other necessary components of collection, treatment and disposal or as necessary to the operation or maintenance; whether heretofore constructed or to be constructed,

Grantor hereby warrants that to the best of its knowledge there are no existing judgments, encumbrances, liens, or other indebtedness to the title of the easements, or the Sewer System conveyed hereunder.

This conveyance is for the benefit of the present and future owners of all and of each of the properties now or hereafter connected to the said utility system as well as the holders of the mortgages covering each of the said properties

This conveyance is subject to any mineral, mining, or oil or gas, rights and titles previously conveyed and of record, if any, and any reservations contained therein, if any.

TO HAVE AND TO HOLD to said Grantee, its successors and assigns forever.

And Grantor does for itself, its successors and assigns covenant with the said Grantee, its successors and assigns, that it is lawfully the owner of the Sewer System components conveyed hereby and that such are free from all encumbrances, unless otherwise noted above; that it has good right to sell and convey the same as aforesaid; that it and its successors and assigns will warrant and defend the same to said Grantee, its successors and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Grantor, by its Manager, who is duly authorized to execute this conveyance, has set his signature and seal, this 19th day of July, 2011.

GRANTOR:

CHELSEA DEVELOPMENT, L.L.C.

By: [Signature]
LYNAL CHAPPELL

Its Member/Manager

By: [Signature]
WILLIAM F. SPRATLIN

Its: Member/Manager

Service First
SERVICE FIRST BANK

By: [Signature]
(Print Name) Clark Zinsmeister
Its: Vice President

ACCEPTED BY GRANTEE:

UTILITY MANAGEMENT, LLC

By: [Signature]
TOMMY G. BRIGHT
Its: **GENERAL MANAGER**

ACKNOWLEDGMENTS

STATE OF ALABAMA)
COUNTY OF Telfer)

Before me, Donald N. Galt, a Notary Public for said County, in said State, hereby certify that **LYNAL CHAPPELL** whose name is signed to the foregoing in his capacity as Member/Manager of **CHELSEA DEVELOPMENT, L.L.C.** and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 19th day of July,
2011.


NOTARY PUBLIC

My Commission Expires 11/22/12

STATE OF ALABAMA)
COUNTY OF Telfer)

Before me, Donald N. Galt, a Notary Public for said County, in said State, hereby certify that **WILLIAM F. SPRATLIN** whose name is signed to the foregoing in his capacity as Member/Manager of **CHELSEA DEVELOPMENT, L.L.C.** and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 19th day of July,
2011.


NOTARY PUBLIC

My Commission Expires 11/22/12

STATE OF ALABAMA)
COUNTY OF Telfer)

Before me, Donald N. Galt, a Notary Public for said County, in said State, hereby certify that Clark Zinsmeister

whose name is signed to the foregoing in his capacity as Vice President of ~~SERVICE FIRST~~ **SERVICE FIRST BANK** and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 19th day of July,
2011.



NOTARY PUBLIC

My Commission Expires 11/22/12

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

Before me, Donald N. Guthrie, a Notary Public for said County, in said State, hereby certify that **TOMMY G. BRIGHT**, whose name is signed to the foregoing as General Manager of **UTILITY MANAGEMENT, LLC**, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 19th day of July,
2011.



NOTARY PUBLIC

My Commission Expires: 11/22/12

EXHIBIT "A"**METES AND BOUNDS DESCRIPTION OF BOUNDARY
[PROPOSED PRESERVE AT LAKE MARTIN PHASE II SUBDIVISION]**

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Commence at a 3" capped iron found at the Southwest corner of said Section 31; thence run an assumed bearing of North 01 degrees, 42 minutes, 38 seconds West along the West line of said Section 31 for a distance of 1,426.17 feet to the point of beginning; thence run North 52 degrees, 34 minutes, 16 seconds East for a distance of 155.18 feet to a point; thence run North 32 degrees, 21 minutes, 08 seconds East for a distance of 100.00 feet to a point; thence run South 76 degrees, 29 minutes, 13 seconds East for a distance of 100.00 feet to a point on the 312 foot contour line of Alabama Power's Lake Mitchell; thence run South 37 degrees, 09 minutes, 08 seconds West along said contour line for a distance of 48.00 feet; thence run South 06 degrees, 52 minutes, 51 seconds West along said contour line for a distance of 55.58 feet; thence run South 07 degrees, 37 minutes, 46 seconds East along said contour line for a distance of 80.78 feet to a point; thence run South 41 degrees, 12 minutes, 03 seconds West along said contour line for a distance of 96.90 feet to a point; thence run South 72 degrees, 53 minutes, 51 seconds West along said contour line for a distance of 50.58 feet to a point; thence run North 80 degrees, 30 minutes, 52 seconds West along said contour line for a distance of 35.18 feet to a point; thence run North 80 degrees, 09 minutes, 57 seconds West along said contour line for a distance of 35.00 feet to a point; thence run South 09 degrees, 56 minutes, 40 seconds East along said contour line for a distance of 53.56 feet to a point; thence run South 37 degrees, 02 minutes, 07 seconds West along said contour line for a distance of 28.69 feet to a point; thence run South 53 degrees, 56 minutes, 24 seconds West along said contour line for a distance of 27.93 feet to a point; thence run South 61 degrees, 24 minutes, 12 seconds West for a distance of 48.18 feet to a point; thence run South 61 degrees, 32 minutes, 32 seconds West along said contour line for a distance of 47.99 feet to a point; thence run South 65 degrees, 30 minutes, 24 seconds West along said contour line for a distance of 84.08 feet to a point; thence run South 79 degrees, 42 minutes, 53 seconds West along said contour line for a distance of 48.78 feet to a point; thence run South 42 degrees, 43 minutes, 28 seconds West along said contour line for a distance of 28.34 feet to a point; thence run South 11 degrees, 09 minutes, 41 seconds West along said contour line for a distance of 23.69 feet to a point; thence run South 57 degrees, 01 minutes, 22 seconds West for a distance of 178.27 feet to a point on a curve to the right, having a central of 50 degrees, 03 minutes, 10 seconds, a radius of 240.00 feet and a chord bearing of South 16 degrees, 04 minutes, 29 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 209.66 feet to a point; thence run South 41 degrees, 06 minutes, 04 seconds West for a distance of 85.41 feet to a point on a curve to the left, having a central angle of 60 degrees, 48 minutes, 38 seconds, a radius of 130.00 feet and a chord bearing of South 10 degrees, 41 minutes, 45 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 137.97 feet to a point; thence run South 19 degrees, 42 minutes, 34 seconds East for a distance of 58.66 feet to a point on a curve to the left, having a central angle of 10 degrees, 14 minutes, 59 seconds, a radius of 340.80 feet and a chord bearing of South 24 degrees, 50 minutes, 04 seconds East; thence run in a Southeasterly direction along the arc of said curve for a distance of 60.97 feet to a point; thence run South 29 degrees, 57 minutes, 33 seconds East for a distance of 268.87 feet to a point on the Northwest right-of-way line of Preserve Lane, in The Preserve At Lake Mitchell, Phase I, recorded in Map Book 4, Page 73, in the Office of the Judge of Probate, Coosa County, Alabama; thence run South 58 degrees, 31 minutes, 53 seconds West along said right-of-way line for a distance of 50.02 feet to a point; thence run North 29 degrees, 57 minutes, 33 seconds West for a distance of 270.19 feet to a point on a curve to the right, having a central angle of 10 degrees, 14 minutes, 59 seconds, a radius of 390.80 feet and a chord bearing of North 24 degrees, 50 minutes, 04 seconds West; thence run in a Northwesterly direction along the arc of said curve for a distance of 69.91 feet to a point; thence run North 19 degrees, 42 minutes, 34 seconds West for a

distance of 58.66 feet to a point on a curve to the right, having a central angle of 60 degrees, 48 minutes, 38 seconds, a radius of 180.00 feet and a chord bearing of North 10 degrees, 41 minutes, 45 seconds East; thence run along the arc of said curve in a Northeasterly direction for a distance of 191.04 feet to a point; thence run North 41 degrees, 06 minutes, 04 seconds East for a distance of 85.41 feet to a point on a curve to the left, having a central angle of 42 degrees, 15 minutes, 01 seconds, a radius of 190.00 feet, and a chord bearing of North 19 degrees, 58 minutes, 33 seconds West; thence run in a Northeasterly direction along the arc of said curve for a distance of 140.07 feet to a point; thence run South 30 degrees, 24 minutes, 45 seconds West for distance of 113.89 feet to a point; thence run South 64 degrees, 32 minutes, 49 seconds West for a distance of 268.64 feet to a point; thence run North 33 degrees, 14 minutes, 04 seconds West for a distance of 160.50 feet to a point; thence run North 38 degrees, 07 minutes, 48 seconds East for a distance of 65.95 feet to a point; thence run North 41 degrees, 23 minutes, 00 seconds West for a distance of 121.90 feet to a point; thence run North 46 degrees, 47 minutes, 43 seconds East for a distance of 235.21 feet to a point; thence run South 57 degrees, 29 minutes, 49 seconds East for a distance 247.00 feet to a point; thence run South 60 degrees, 05 minutes, 02 seconds West for a distance of 309.83 feet to a point; thence run North 41 degrees, 23 minutes, 00 seconds West for a distance of 15.81 feet to a point; thence run South 38 degrees, 07 minutes, 48 seconds West for a distance of 38.85 feet to a point; thence run South 33 degrees, 14 minutes, 04 seconds East for a distance of 112.78 feet to a point; thence run North 64 degrees, 32 minutes, 49 seconds East for a distance of 233.25 feet to a point; thence run North 30 degrees, 24 minutes, 45 seconds East for a distance of 147.00 feet to a point on a curve to the right, having a central angle of 35 degrees, 29 minutes, 01 seconds, a radius of 179.13 feet and a chord bearing of North 17 degrees, 07 minutes, 15 seconds East; thence run in a Northeasterly direction along the arc of said curve for a distance of 110.94 feet to a compound curve to the right, having a central angle of 27 degrees, 05 minutes, 45 seconds, a radius of 580.28 feet and a chord bearing of North 48 degrees, 24 minutes, 38 seconds East; thence run Northeasterly along the arc of said curve for a distance of 274.42 feet to a reverse curve to the left, having a central angle of 09 degrees, 23 minutes, 14 seconds, a radius of 567.34 feet and a chord bearing of North 57 degrees, 15 minutes, 54 seconds East; thence run along the arc of said curve in a Northeasterly direction for a distance of 92.95 feet to a point; thence run North 52 degrees, 34 minutes, 16 seconds East for a distance of 104.82 feet to the point of beginning; Said parcel of Land containing 5.363, more or less.

MITCHELL DAM (AL) QUADRANGLE
 MONTGOMERY-TUSKEGEE NATIONAL FOREST
 (AL)

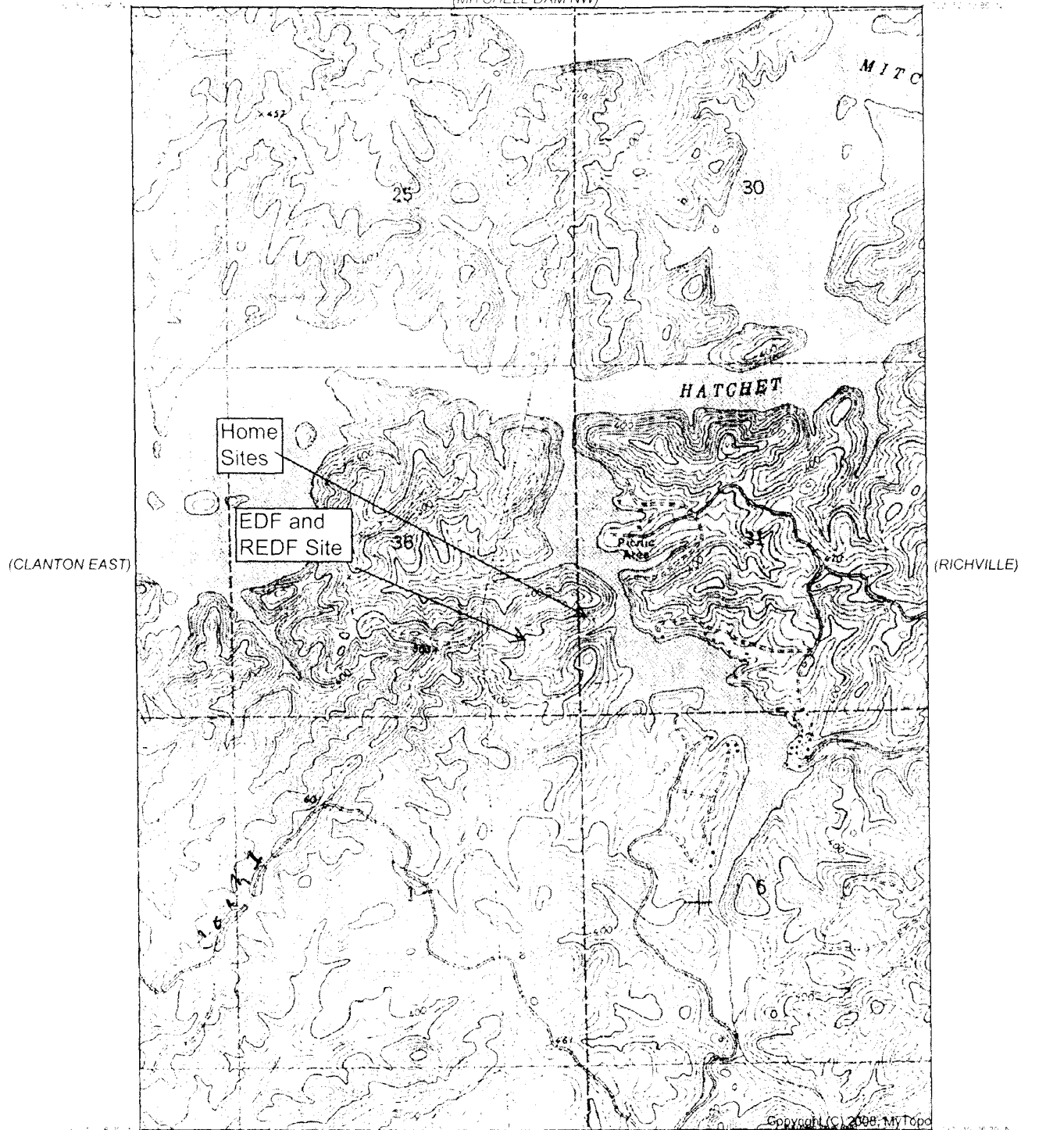
TOPOGRAPHIC SERIES

(FLAG MT)

(LAY DAM)

G MAP

(MITCHELL DAM NW)



The Preserve at Lake
 Mitchell
 Phase II
 Chelsea Development LLC
 Westover, AL 35185-2400

Declination

(MAP BURY)
 SCALE 1:24000

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(HOLTVILLE)

MITCHELL DAM (AL), AL
 1971

SECTION THREE

MARINA POINT CONDOMINIUMS

EXHIBITS INDEX

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A ESTIMATED REVENUE**MARINA POINT CONDOMINIUMS**

Year	Type Unit	Paying Units	Monthly Rate	Monthly Revenue	Annual Revenue
Oct-Dec 2011	Residence	24	\$44.07	\$1,057.68	\$ 3,173.04
	RV	N.A.	\$25.00	\$ 0.00	\$ 0.00
	Vacant	None	\$10.00	\$ 0.00	\$ 0.00
	Reconnection Fee		\$20.00	\$ 0.00	\$ 0.00
				\$1057.00	\$ 3173.04
2012 - 2015 (Per Yr.)	Residence	24	\$44.07	\$1,057.68	\$12,692.16
	RV	N.A.	\$25.00	\$ 0.00	\$ 0.00
	Vacant	None	\$10.00	\$ 0.00	\$ 0.00
	Reconnection Fee		\$20.00	\$ 0.00	\$ 0.00
				\$1057.68	\$12,692.00

B AGREEMENT WITH CONDOMINIUM ASSOCIATION

STATE OF ALABAMA)
 :
TALLAPOOSA COUNTY)

Prepared by:
Donald N. Guthrie
Attorney at Law
Birmingham, AL

MARINA POINT WASTEWATER SYSTEM TRANSFER AGREEMENT

By this Agreement the parties hereto hereby covenants and agrees as set forth herein.

RECITALS

WHEREAS, effective on the date the last party hereto executes this Agreement:
and,

WHEREAS, the parties hereto are **MARINA POINT CONDOMINIUM OWNERS ASSOCIATION ("Marina Point")** an Alabama non-profit condominium association corporation and **Utility Management, Limited Liability Company** ("Utility Management"), an Alabama limited liability company; as their interest may appear ("ATIMA"); and.

WHEREAS, this Agreement is an agreement for the transfer of operation and maintenance of the Marina Point Condominiums wastewater system unto Utility Management including all of its collection pipes, pumps treatment and disposal components for the consideration as set forth herein, and,

WHEREAS, the consideration and conditions of transfer of the Marina Point Condominiums wastewater system assets into Utility Management are subject to the approval of all governmental authorities with jurisdiction.

WHEREAS, Marina Point Condominiums Owners Association was operating the Marina Point Condominiums wastewater system prior to the requirements that such wastewater systems must be owned, operated and maintained by an entity with a Certification of Financial Viability issued by **The Alabama Public Service Commission ("APSC")** and the APSC approved tariff pursuant to **Code of Ala. § 22-25B-1** *et seq.* and the Rules and Regulations issued thereunder and, pursuant to an Underground Injection Permit ("UIC) issues by the State of Alabama Department of Public Health which Permit has expired; and,

WHEREAS, Utility Management is presently operating multiple wastewater systems pursuant to various management, operating, construction, and or discharge permits ("Permits") with the Alabama Department of Environmental Management ("ADEM") or the Alabama Department of Public Health ("ADPH") and are certified by Alabama Public Service Commission as economically viable pursuant to Code of Alabama § 22-25B-1 *et seq.* and the Rules and Regulations promulgated thereunder; and,

WHEREAS; there are condominiums served by the subject wastewater system to provide the necessary wastewater sewer service for the Marina Point Condominiums which thereby require that the wastewater system be legally operated; and,

WHEREAS, the parties hereto, ATIMA, mutually recognize that it is in all of their the benefit that the wastewater system be transferred to Utility Management and that Utility Management assume its ownership, operation and management subject to Utility Management's approved tariff and the laws of the United States of America and the State of Alabama and Tallapoosa County and the rules of their agencies and departments; and,

WHEREAS; for the consideration set forth herein below, the parties hereto agree that Utility Management shall become the sole Certified Financially Viable Management Entity for the ownership, operation and maintenance of the Marina Point Condominium wastewater system.

WITNESSETH

Therefore the parties hereto agree as follows:

1. All the duties of managing and operating the Marina Point Condominium wastewater system is hereby transferred to Utility Management, LLC in consideration of the conditions and covenants set forth herein.
2. In consideration of the conditions and covenants set forth herein and the transfer of all the components of the Marina Point Condominium wastewater sewer system to Utility Management as an IRC Contribution in Aid of Construction executed herewith bearing like date and such transfer being subject to APSC approval of a Certificate Modification Application and thereafter, the transfer of the present UIC Permit by ADPH". The transfer shall be certified by the grantor to be free of debt and liens except as addressed in the Subordination non-disturbance agreement ("SNDA") entered into between any financial institution holding a mortgage lien against the above described common areas and Utility management, LLC.
3. Upon completion of these transfers, the Marina Point Condominium Owners Association, Inc. shall cease to operate the subject wastewater system and Utility Management, Limited Liability Company assumes all future liability arising henceforth except as herein set forth and Utility Management agrees to hold the Marina Point Condominium Association, Inc. harmless from any financial loss

- arising therefrom. All obligations for regulatory compliance as well as repairs and maintenance of the systems shall henceforth be Utility Management's.
4. The parties agree that each shall have a reasonable opportunity to remediate and correct any breach of this agreement and also agree to correct any scrivener errors.
 5. "Utility Management's commencement of management and operation of the subject wastewater system is subject to APSC approval of a Certificate Modification Application and thereafter, the transfer of the present UIC Permit by ADPH.
 6. Utility Management shall immediately make application to the Alabama Public Service Commission to add the subject wastewater system to its Certification of Economic Viability and to ADPH to transfer and renew the applicable permits to the name of Utility Management.
 7. The parties hereto agree to execute the necessary the necessary instruments to transfer permit with ADPH, the necessary easements and other reasonable and necessary documents.
 8. **All necessary documents to transfer the subject wastewater system, transfer the ADPH permit and transfer the Certification of Financial Viability shall be prepared Utility Management from a payment made herewith by Marina Point Condominium Owners Association, Inc. payable to Utility Management, LLC in the sum of Fifteen-Hundred & 00/100 Dollars (\$1500.00) .**
 9. **The expense of preparation of these and other necessary documents shall be the sole expense Marina Point Condominium Owners Association, Inc paid to Donald N. Guthrie, Attorney at Law.**
 10. The parties hereto agree the present ratepayer contracts are null and void and Marina Point Condominium Owners Association, Inc. agrees to execute herewith a new contract with Utility Management, LLC to provide future wastewater sewer service as shall be provided by Utility Management, LLC.
 11. It is understood and agreed that there are certain covenants running with the land required to be executed and recorded for Utility Management, LLC to be able to provide wastewater sewer service to individual parcels of real property. The parties agree to work together to secure the covenants.
 12. The parties understand that the Alabama Public Service Commission, for the protection of the health and safety of the public and the environment, now requires each parcel served by the wastewater system to have a separate lockable shutoff valve on the potable water service to the connected parcel so in the event the sewer fee is unpaid, the water can be shut off rather than the sewer being shut off which could endanger innocent persons.
 13. This Agreement shall be interpreted according to the laws of the State of Alabama and any action filed to enforce this agreement shall be filed in Tallapoosa County, Alabama.
 14. In the event a party hereto alleges a breach of this agreement resulting in a court action, the losing party shall hold the prevailing party harmless from any financial

13. This Agreement shall be interpreted according to the laws of the State of Alabama and any action filed to enforce this agreement shall be filed in Tallapoosa County, Alabama.
14. In the event a party hereto alleges a breach of this agreement resulting in a court action, the losing party shall hold the prevailing party harmless from any financial loss therefrom including but not limited to actual damages, attorneys fees, court cost and other direct expenses of such litigation.
15. This agreement can be executed in counterparts and facsimile signatures are accepted as valid and binding.
16. This agreement shall have the maximum life allowable by the Rule Against Perpetuities.
17. No preexisting debt, obligation or mortgage of a party hereto shall be construed to be binding on any other party hereto unless so assumed in writing by a separate instrument.
18. Each party hereto agrees to execute such other documents as are necessary to expedite and accomplish the intent hereof.

In witness of these presents, we the undersigned, acting in our duly authorized official capacity, do hereby agree on this 25th day of July, 2011.

**MARINA POINT CONDOMINIUM OWNERS
ASSOCIATION, INC.**

By: Charles E. Pount
Its: PRESIDENT

Address:

MARINA POINT CONDOS O.A.
100 BAY POINT DR. UNIT 309
DADDEVILLE, AL 36853
Phone: (256) 825-7066
Email: CERUETO@CHARTER.NET
Fax: (256) 825-7066

**UTILITY MANAGEMENT, LIMITED
LIABILITY COMPANY**

By: [Signature]
Its: GENERAL MANAGER

Address:

3118 Bellwood Dr
Birmingham, AL
Phone: (205) 967-4968
Email: IBRISUY2@BellSouth.com
Fax: (205) 967-8178

STATE OF ALABAMA)
 :
TALLAPOOSA COUNTY)

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, **MARINA POINT CONDOMINIUM OWNERS ASSOCIATION, INC.** (herein known as "Grantor"), an Alabama non-profit condominium association corporation, for and in consideration of the sum of Ten & 00/100 Dollars (\$10.00) to us in hand paid by **UTILITY MANAGEMENT LIMITED LIABILITY COMPANY** an Alabama limited liability company (herein known as "Grantee"), the receipt whereof is acknowledged, and in consideration of the conditions set forth herein, does hereby bargain, grant, sell, and convey unto said Grantee, its successors or assigns, an easement to install, maintain, operate, remove, replace and utilize a sewer main line or lateral within and all other necessary activities, over, across under and with rights of ingress and egress of the following described real property to wit:

The Common Areas as set forth on the plat of Marina Point Condominiums as recorded at Plat Book 10, Page 5 in the Office of the Judge of Probate of Tallapoosa County, Dadeville Division, Alabama.

This conveyance is subject to all mortgages, previous conveyances, easements, covenants, restrictions and reservations of record.

And, as shall be reasonable and necessary to install, maintain, operate, remove, replace and utilize a sewer main line or lateral the Grantor further grants bargains and sells Grantee rights of ingress and egress over along and across the above described and rights to excavate within the above described easement.

And, Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right to maintain, to cut and keep clear all vegetation growing on or above said easement and to keep clean other obstructions that may restrict the quiet enjoyment of said easement.

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns forever.

And we do for ourselves) and for our heirs, executors, administrators, successors and assigns covenant with the said Grantee, its successors and assigns, that we are lawfully seized in Fee Simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have good right to sell and convey the same as aforesaid; that we will and our heirs, executors and administrators successors and assigns shall warrant and defend the same to said Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I the undersigned, being duly authorized have set my hand and seals in my official capacity as President of the MARINA POINT CONDOMINIUM OWNERS ASSOCIATION, INC. on this the 25th day of JULY, 2011.

GRANTOR:
MARINA POINT CONDOMINIUM OWNERS
ASSOCIATION, INC.

BY: Charles E. Forest
Its: President

ACKNOWLEDGMENT

STATE OF ALABAMA)
TALLAPOOSA COUNTY)

Before me, the undersigned, a Notary Public for said County, in said State, hereby certify that CHARLES E. POUST in his or her duly authorized capacity as President of **MARINA POINT CONDOMINIUM OWNERS ASSOCIATION, INC.** whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 25 day of July, 2011.

Glenda Jacobs
NOTARY PUBLIC
My Commission Expires 3-10-15

SEAL

D COVENANTS

STATE OF ALABAMA)
 :
TALLAPOOSA COUNTY)

Prepared by:
Donald N. Guthrie, Esq.
Birmingham, AL

COVENANTS CLUSTER SEWER SYSTEM MARINA POINT CONDOMINIUMS

KNOW ALL MEN BY THESE PRESENTS: that in consideration of herein providing for the collection, transport, treatment and disposal of the wastewater from each Condo connected onto the Utility's system obligates the Condo owner (herein referred to as "Customer(s)") to comply with all local, state and federal laws and in accordance with Utility's Rules and Regulations as approved by the Alabama Public Service Commission ("PSC") and attached to the subject wastewater sewer system by law; **UTILITY MANAGEMENT, LIMITED LIABILITY COMPANY**, an Alabama Wastewater Management Entity pursuant to Code of Alabama 22-25B-1 *et seq.* limited liability company (hereinafter referred to as "Grantee" or "Utility"), which is a privately owner PSC Certified Financially Viable Wastewater Management Entity utility operating under the laws of the State of Alabama; and, in consideration of the covenants, agreements and conditions set forth herein for the benefit of the Customer and Condominium owner (hereinafter referred to as "Owner" Or "Condo"), and of the covenants, agreements and conditions of Grantor set forth herein, we the undersigned officers of the, **MARINA POINT CONDOMINIUM ASSOCIATION, INC.**, an Alabama non-profit owner's association corporation, (herein referred to as "Grantor" or "Association"), being duly authorized, do hereby covenant, agree and bind ourselves and our heirs, personal representatives, successors and assigns, to each covenant and agreement set forth herein, for the real property, situated in Tallapoosa County, Alabama, and known as Marina Point Condominiums Condominium as recorded at Recorded Card 163004 in the Office of the Judge of Probate of Tallapoosa County, Alabama herein referred to as the "Condominium).

RECITALS

As used herein "Condo" shall refer to a platted parcel of the above describe parcel of real property, within the Condominium.

As used herein the terms "Grantee", "Utility" or "Grantee Utility" shall each mean Utility Management, LLC or its successors or assigns.

As used herein "Condo Owner" shall refer to the owner of record of an individual Condo or parcel within the Condominium.

As used herein the Utility's wastewater sewer system installed in the above-described Condominium is herein referred to as the "Wastewater Sewer System".

As used herein "Property" shall refer to all parcels of real property served by the Wastewater Sewer System whether a common area or a condominium.

These Covenants shall be binding upon the Grantor and the Grantee, and their respective successors, assigns, heirs, or personal representatives.

These Covenants shall be governed by, and construed in accordance with, the laws of the State of Alabama.

The use of one gender shall include all other genders, the use of singular shall include the plural, and the use of the plural shall include the singular, all as may be appropriate to the context in which they are used.

Should any provision of these Covenants be deemed unenforceable by a court of competent jurisdiction, that determination will not affect the enforceability of the remaining portions.

COVENANTS

1. Prior to discharging into the Wastewater Sewer System, the Condo Owner and the Condo Owner's tenant, if any, must enter into a written sewer service contract with the Grantee Utility setting forth the terms and conditions upon which the sewer service will be provided by the Utility. Once a sewer service contract is entered into between the Utility and the Condo Owner, the regular monthly or annual sewer service fee shall commence. If the structure is new construction then the sewer service fee shall commence upon the first to occur of; the issuing of a Certificate of Occupancy by the appropriate Governmental Authority, or the connection is made for permanent water and electricity utility service to the Condo.
2. **The Condo Owner or the Association shall have installed, or cause to be installed, a lockable shut off valve on the Condo side of the water meter or at another convenient location to which the Utility is hereby granted access for the purpose of shutting off the water service to the Condo for any breach of the sewer service agreement between the Utility and the Condo Owner or the Condominium Association.**
3. **If the Association is paying the service fee and a Condo Owner fails to tender its share of the bill, then Association and the Utility shall cooperate to shut off the Condo's water service to the Condo.**
4. The Grantor for itself and for, successors and assigns expressly grant the Utility and its successors and assigns the right to shut off and deny water service to the non-paying Condo in the event the agreement for sewer service is not entered into or is breached by no fault of the Utility.
5. Grantor grants Grantee Utility, or its agents, contractors, sub-contractors and their personnel access over and across the Property and any Condo therein to inspect, test maintain, repair, replace or remove the Wastewater Sewer System components situated thereon.
6. All common collection sewer lines installed in public Right-of-Way, whether by the Grantor or its contractors, the Utility or the Condo Owner, shall comply with the standards, directives and regulations of the Governmental Authority having jurisdiction over such Right-of-Way, regardless of whether the Right-of-Way has been dedicated or is proposed to be dedicated.
7. In all future conveyance documents, including but not limited to any deed and mortgage(s), for a Condo subject to these Covenants, shall be conveyed subject to these and the following Covenants running with the land, whether by reference to the recording of this instrument, or by setting forth therein substantially the following language:

"Each Condo attached to or to be connector to the subject Wastewater Sewer System is subject to an agreement between, Utility Management, LLC, herein referred to as the "Utility", and the County Department of Health and/or the Alabama Department of Public Health, and/or the Alabama Department of Environmental Management and the Alabama Public Service Commission; for the Utility or its successors and assigns to provide. sewage disposal service for the subject Condo in consideration of a sewer service fee due to and established by the Utility and subject to change from time to time by the Utility pursuant to the regulations of the State of Alabama of the Wastewater Management Entities Act (Code of Alabama §22-25B-1 et seq. and the rules and regulations adopted thereunder) and the Utility's Certificate of Financial Responsibility. The sewer service fee is payable annually or monthly by the Condo Owner in advance to the Utility for such services. The Condo Owner does hereby for himself/herself/themselves/itself and for his/hers/theirs/its heirs, personal representatives, successors and assigns Covenant to timely pay said sewer fee and for himself/herself/themselves/itself and for his/her/its heirs, personal representatives, successors and assigns, further acknowledges that the failure to timely pay said fee shall result in a lien on the subject Condo enforceable according to the laws of the State of Alabama, and the possible termination of water and/or sewer service to the Condo.

'In the event of any breach of the sewer service agreement between the Utility or the Condo Owner, or in the event any sewer fee or charges due Utility from the Condo Owner remains unpaid for thirty (30) calendar days, including such sewer service fees paid a part of an Association dues, the Condo Owner/purchaser/owner/grantee, as the

case may be, of the subject real property does for himself/herself/themselves/itself and for his/hers/theirs/its heirs, personal representatives, successors and assigns grant unto the Utility the absolute right to shut off the water and/or the sewer service to the subject Condo with ten (10) days prior written notice to the Condo Owner. The Condo Owner shall hold the Utility harmless from any loss, claim, cost, expense, judgment, legal expenses, damage injury or illness arising from the Utility shutting off the water or sewer service to the Condo; and the Condo Owner shall defend and hold harmless the Utility from all such loss, claim, cost, expense, judgment, legal expenses, damage, injury or illness arising from the Utility shutting off the water or sewer service to the Condo.

'Until such time as a Governmental Authorities having jurisdiction, or a court of competent jurisdiction, shall terminate the Utility's exclusive right to provide the sewer service, the Condo Owner agrees that the Utility has the exclusive right to provide sewer service to the subject property and will enter into a written contracts for such service and do hereby agree to be bound by the terms and conditions of the Utility's standard contract in the event the parties fail to execute a contract for sewer service. Condo Owner agrees to pay all cost and legal expenses of Utility arising from Utility enforcing its exclusive right to provide the Condo Owner sewer service for the subject Condo.'

8. Grantor, its heirs, personal representatives, successors and assigns, shall refrain from constructing, planting or placing structures, fences, trees, shrubs or landscaping improvements, except grass or mulch, on or over any easement utilized by the Utility and if any structures, fences, trees, shrubs or landscaping improvements is constructed, planted or placed on or over the Utility's easements shall be disturbed or destroyed by the Utility or its personnel, agents, subcontractors or sub-contractors, Grantor, its heirs, personal representatives, successors and assigns, shall hold Utility, its personnel, agents, subcontractors or sub-contractors, harmless from any claim of damage or loss arising from installation maintenance, repair, testing or servicing any component of the Wastewater Sewer System except the planting of grass or replacing mulch. In the event the grass, trees, shrubs, structures, and landscaping of the Condo is disturbed by the Utility, the Utility will at the Utility's expense, restore same except that mature trees and shrubs may be replaced with young potted examples of similar species.

9. Upon acceptance by the Grantee Utility of any or all of the components of the Condo's Wastewater Sewer System common components, if any, whether from the Grantors or from a subsequent owner of the Condo connected to, or to be connected to, the subject Wastewater Sewer System, or his/her/their/its heirs, personal representatives, successors or assigns, the Utility or its successors or assigns, shall hold such party harmless from any damage or financial loss and shall defend all claims brought against it arising from the operation, maintenance, repair, permit(s), license(s) or compliance with statutes or regulations of any Governmental Authority which shall now, or in the future, have jurisdiction over such matters involving any portion or component of the Wastewater Sewer System.

10. Condo Owner agrees that if the Condo owner discovers a defect or failure of any component, line, filter, pump control or Septic Tank or other component of the Wastewater Sewer System, the Condo Owner shall immediately notify the Utility. In the event the Utility does not respond in a timely manner, the Utility hereby agrees and grants unto the Condo Owner the right to correct the condition and charge the cost thereof to the Utility.

11. The Condo Owner agrees to pay Utility, herewith, a fee for connecting to the Wastewater Sewer System (herein referred to as the "Connection Fee") as set forth on page one hereof.

12. Prior to connecting to the Utility's Wastewater Sewer System, Condo Owner, at its sole cost, shall contract with a licensed contractor approved by the Utility and the appropriate Governmental Authorities to install the Condo Unit components or to make all necessary improvements and installations to the Condo Owner's present Condo Unit sewer system repair or expansion as required by the Utility and the appropriate Governmental Authorities.

13. All plans and specifications required by the any Governmental Authority having jurisdiction shall be prepared by a licensed engineer approved by the Utility and the cost of same shall be the sole responsibility of the Condo Owner.

14. NOW, THEREFORE: **Public Notice** is hereby given that the Condominium Property described herein is subject to a sewage treatment and disposal permit issued by the appropriate governmental authority. The permit may restrict the Condo's discharge. The permit obligate the Utility to special maintenance, testing and reporting requirements and the permit may restrict the Utility to special maintenance and reporting requirements and penalties.

15. The Grantor for itself its purchasers, heirs, personal representatives, successors and assigns as owner of a Condo connected to or to connected to the Wastewater Sewer System owned and operated, or to be owned and operated by Grantee Utility does Covenant and agree to abide by the following rules and prohibitions:

PROHIBITED SUBSTANCES

DO NOT FLUSH

Coffee grinds	Dental floss	kitty liter	Tampons
Disposal diapers	sanitary napkins	Cigarette butts	Condoms
Fats, grease or oil	Paper towels	Paints	Varnishes
Thinners	Motor oil	Pesticides	Fuels
	Photographic solutions		

NO GARBAGE DISPOSALS SHALL DISCHARGE INTO THE SYSTEM

SWIMMING POOLS SHALL NOT DISCHARGE INTO THE SYSTEM

GENERAL:

- G. No storm water from pavements, area roads and ways, roof runoff water, foundation drains, subsurface drains, water from springs, cooling water, basement sump pump discharge, photographic developing or processing chemicals, unpolluted industrial or commercial process water, or other sources shall be admitted to the Utility's sewer system.
- H. The discharge of garbage to the Utility's sewer system is expressly prohibited.

DO NOT DISCHARGE:

No person shall cause or permit to be discharged into the Utility's wastewater sewage system any toxic substance or waste having any of the following characteristics:

- TT. Waste containing any gasoline, naphtha, fuel, oil or other liquids, solids or gases which by reason of their nature or quality may cause fire or explosion or be in any other way injurious to persons, the structures of the wastewater sewage system or its operation.
- UU. Wastewater containing any photographic developing or processing fluids or chemicals.
- VV. Waste having a temperature in excess of 120 Degrees Fahrenheit or lower than 20 Degrees Fahrenheit.
- WW. Washes having a PH lower than 6.0 or higher than 9.0 having any corrosive property capable of causing damage or hazards to structures, components, equipment or personnel of the wastewater sewage system.
- XX. Waste containing any noxious or malodorous gas or substance that either singly or by interaction with sewage or other waste is likely, in the opinion of the appropriate governmental authority or the Utility, to create a public nuisance or hazard to life or prevent entry to sewers for their maintenance or repair.
- YY. Waste containing ashes, cinders, sand, mud, straw, shavings, metal, paint, glass, rags, feathers, tar, plastic, wood, cotton or other fibers, lime, slurry or any other solid or viscous material of such character or in such quantity as in the opinion of the Utility may cause an obstruction to the flow in sewers or otherwise interfere with the proper operation of the sewer system.
- ZZ. Waste containing insoluble, non-flocculent substances having a specific gravity in excess of 2.65.
- AAA. Waste water containing soluble substances in such concentrations as to cause the specific gravity to be greater than 1.1.
- BBB. Waste containing any of the following substances in concentrations exceeding those shown in the following tables as measured by an acceptable method:

<u>SUBSTANCE</u>	<u>MAXIMUM PERMISSIBLE CONCENTRATIONS (mg per 1000 gallons)</u>
Phenolic Compounds, e.g.,	
As C ₆ H ₅ OH	1.00
Cyanides as CN	0.00
Cyanates as CNO	0.00
C.B.O.D. (5 day)	300.00
Iron as FE	3.00
Trivalent Chromium as CR plus three	0.05
Hexavalent Chromium as CR plus six	0.05
Nickel as Ni	0.05
Copper as Cu	0.50
Lead as Pb	0.50
Zinc as Zn	0.50
Mercury as Hg	0.00

CCC. Waste containing other matter detrimental to the operation of a sewage treatment plant or sanitary sewers causing erosion, corrosion or deterioration in sewers, equipment and structures of a sanitary or sewer plant.

DDD. Waste containing more than 100 mg per 1000 gallons by weight of tar, fat, oil or grease.

EEE. Waste containing more than 10 mg per 100 gallons of any of the following gases: hydrogen sulfide, sulfur dioxide, nitrous oxide, or any of the halogens.

FFF. Waste containing toxic substances in quantities sufficient to injure or interfere with any sewage treatment process, constitute a hazard humans or animals or create any hazard in the sewer system operation and such toxic waste shall include, but not be limited to, waste containing cyanide, chromium and/or copper ions.

GGG. Any waste containing toxic substances in quantities sufficient to interfere with biochemical processes of the sewage treatment works or that will pass through the sewage treatment works and exceed the local, state and/or federal requirements in respect thereof.

HHH. Any waste containing radioactive isotopes.

TO HAVE AND TO HOLD to said Grantee, its successors and assigns forever.

IN WITNESS OF THESE PRESENTS, the said Grantors and Grantee, by its duly authorized officers, do hereby agree and Covenant for themselves and their successors, assigns, and their heirs, personal representatives, successors and assigns they have hereunto set their hands and seals, this ____ day of _____, 2011.

GRANTOR:
MARINA POINT CONDOMINIUM ASSOCIATION

GRANTEE:
UTILITY MANAGEMENT, LLC

By: _____

Its _____

By: _____
TOMMY G. BRIGHT
Its: **GENERAL MANAGER**

ACKNOWLEDGMENTS

STATE OF ALABAMA)
COUNTY OF _____)

Before me, _____, a Notary Public for said County, in said State, hereby certify that _____ whose name is signed to the foregoing in his capacity as _____ of _____ and who is known to me, acknowledged before

me on this day, that, being informed of the contents of the conveyance he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this ____ day of _____, 2011.

NOTARY PUBLIC

My Commission Expires _____

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

Before me, Donald N. Guthrie, a Notary Public for said County, in said State, hereby certify that **TOMMY G. BRIGHT**, whose name is signed to the foregoing as General Manager of **UTILITY MANAGEMENT, LLC**, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this ____ day of _____, 2011.

NOTARY PUBLIC

My Commission Expires: 11/22/11

E TRANSFER OF SYSTEM

State of Alabama)
 :
Tallapoosa County)

Prepared by: Donald N. Guthrie
Attorney at Law
Birmingham, Alabama
© DONALD N. GUTHRIE 2007

TRANSFER OF WASTEWATER SEWER SYSTEM COMPONENTS MARINA POINT CONDOMINIUMS "A Contribution in Aid of Construction" pursuant to 25 U.S.C. 118(c)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the covenants and recitals set forth herein:

WHEREAS, MARINA POINT CONDOMINIUM OWNERS ASSOCIATION, INC., an Alabama non-profit condominium association corporation (herein referred to as "Grantor"), is the owner of record of all the components necessary to collect, treat and dispose of the wastewater sewage generated in the Marina Point Condominiums (the "Subdivision") as recorded at Plat Book 10, Page 5 in the Office of the Judge of Probate of Tallapoosa County, Dadeville Division, Alabama, which is being improved and developed as a residential subdivision;

WHEREAS, Grantor is hereby transferring all the components of said Subdivision's Wastewater Sewer System to **UTILITY MANAGEMENT, LIMITED LIABILITY COMPANY**, a Winston County Alabama limited liability company (herein after referred to as "Grantee").

WHEREAS, included in the development of the Subdivision, there has been constructed a sanitary sewage wastewater treatment facility, together with sanitary sewage wastewater collection, treatment and disposal facility including but not limited to collection lines, pumps, filters, tanks, laterals, disposal lines, valves and rights in easements and right-of-ways (herein individually and collectively referred to as the "Sewer System") for the purpose of supplying adequate wastewater sewer service to all properties connected to or to be connected to the Sewer System; and,

WHEREAS, it is the intention and purpose of the Grantor that such Sewer System shall be used and operated to provide adequate disposal of sewage for each of the properties connected thereto, regardless of the ownership of the individual properties, and that the Sewer System shall be properly maintained to assure the continuance of the operation and maintenance of said system for the benefit of the present and future owners of properties connected thereto; and,

WHEREAS, the sewer treatment facility and the disposal area are, or are to be, situated on certain easements (Easements) and real property as shown in the recorded plat or as granted and recorded of record in the Office of the Judge of Probate of the subject County and to the standards of the Alabama Department of Public Health and the County Health Department Alabama standards; and,

WHEREAS, Grantor has entered into an assignment of its operation agreement for the Subdivision (the "Agreement") to Grantee, for the operation and maintenance of the Sewer System.

NOW THEREFORE, for and in consideration of the assumption and undertakings by the Grantee to provide and assure the maintenance and operation of the Sewer System as set forth in the Agreement and as a conveyance as "A

Revenue Service Regulations promulgated thereunder of the entire Sewer System by Grantor to Grantee receipt and sufficiency of which is hereby acknowledged by Grantee, the Grantor does by these presents Grant, Bargain, Sell and Convey unto the Grantee all its rights, interest and title to:

All Grantor's rights, title and interest in the Sewer System and personal property comprising the components thereof, including but not limited to, all wastewater sanitary sewage controls, collection lines, treatment and disposal facility, pumps, filters, tanks, laterals, disposal lines, valves drip field, field lines, or other necessary components of collection, treatment and disposal or as necessary to the operation or maintenance; whether heretofore constructed or to be constructed,

Grantor hereby warrants that to the best of its knowledge there are no existing judgments, encumbrances, liens, or other indebtedness to the title of the easements, or the Sewer System conveyed hereunder.

This conveyance is for the benefit of the present and future owners of all and of each of the properties now or hereafter connected to the said utility system as well as the holders of the mortgages covering each of the said properties

This conveyance is subject to any mineral, mining, or oil or gas, rights and titles previously conveyed and of record, if any, and any reservations contained therein, if any.

TO HAVE AND TO HOLD to said Grantee, its successors and assigns forever.

And Grantor does for itself, its successors and assigns covenant with the said Grantee, its successors and assigns, that it is lawfully the owner of the Sewer System components conveyed hereby and that such are free from all encumbrances, unless otherwise noted above; that it has good right to sell and convey the same as aforesaid; that it and its successors and assigns will warrant and defend the same to said Grantee, its successors and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Grantor, by its President, who being duly authorized, execute this conveyance in his official capacity by setting his signature and seal, this 25TH day of JULY, 2011.

GRANTOR
MARINA POINT CONDOMINIUM
OWNERS ASSOCIATION, INC.

By: Charles E. Poust
Its: President

ACCEPTED BY GRANTEE
UTILITY MANAGEMENT, LIMITED
LIABILITY COMPANY

By: TOMMY G. BRIGHT
Its: GENERAL MANAGER

ACKNOWLEDGMENT

STATE OF ALABAMA)
 COUNTY)

Before me, the undersigned, a Notary Public for said County, in said State, hereby certify that Charles E. Goulet, whose name is signed to the foregoing instrument, in the duly authorized capacity as President of **MARINA POINT CONDOMINIUM OWNERS ASSOCIATION, INC.**, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument such person voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 25 day of July, 2011.

Dwanda Jacobs
NOTARY PUBLIC
My Commission expires: 3-10-15

SEAL

STATE OF ALABAMA)
JEFFERSON COUNTY)

Before me, Donald N. Guthrie, a Notary Public for said County, in said State, hereby certify that **Tommy G. Bright**, whose name is signed to the foregoing instrument, in the duly authorized capacity as General Manager of **UTILITY MANAGEMENT LIMITED LIABILITY COMPANY**, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument such person voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 1st day of August, 2011.

[Signature]
NOTARY PUBLIC
My Commission expires: 11/23/10

SEAL

F MAP

