

SEWER EASEMENT AND MAINTENANCE AGREEMENT

Comes now, Savannah Building Co., LLC (hereinafter called "grantor") and Eagle Cove Homeowners Association, Inc. (hereinafter called "grantee") and for \$100 and other good and valuable consideration; the receipt of and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Grantor is the owner of Lot 1, 2 and 3 in Eagle Cove Subdivision as recorded in Map Book 35, Page 121, in the Probate Office of Shelby County, Alabama.

2. The developer of the property, Carter Mason Investments, LLC, has sewer lines constructed which are for the benefit of the Eagle Cove Subdivision. A portion of these sewer lines are within the easements described as follows:

A description of the centerline of a ten foot (10') wide utility easement between Lots 2 and 3 of Eagle Cove Subdivision, more particularly described as follows:

Commence at the Northwest corner of Lot 2 of said Eagle Cove Subdivision as recorded in Map Book 35 on Page 121 in the office of the Judge of Probate of Shelby County, Alabama; thence Easterly and along the Northerly line of said Lot 2, said line being also the southerly line of said Lot 3, a distance of 15.90 feet, more or less, to the Easterly boundary of a 15 foot Alabama Gas Company easement as shown on the said map of Eagle Cove Subdivision, and said point being also the POINT OF BEGINNING of the centerline herein described; thence Easterly and along the last above described course a distance of 163.52 feet, more or less, to the Westerly Right of Way line of Eagle Cove Drive, said point being the end of the centerline herein described.

A description of the centerline of a seventeen foot (17') wide utility easement between Lots 1 and 2 of Eagle Cove Subdivision, more particularly described as follows:

Commence at the Southeast corner of Lot 2 of said Eagle Cove Subdivision as recorded in Map Book 35 on Page 121 in the Office of the Judge of Probate of Shelby County, Alabama; thence Southerly along the Westerly Right of Way line of Eagle Cove Drive a distance of 3.50 feet to the POINT OF BEGINNING of the centerline herein described; thence 90 degrees, 02 minutes, 47 seconds right and Westerly along a line being 3.50 feet South of the South line of said Lot 2, with the South line of Lot 2 being also the North line of Lot 1; thence Westerly along the last described course a distance of 138.86 feet, more or less, to the Easterly boundary of a 15 foot Alabama Gas Company easement as shown on the said map of Eagle Cove Subdivision, said point being the end of the centerline herein described.

3. Advantage Engineering Services, Inc., the engineer that prepared the record map for Eagle Cove Subdivision, did not locate the sewer easements described in paragraph 2 above when it prepared the subdivision plat map and recorded.

4. Grantor hereby grants, bargains, sells, transfers and conveys to Eagle Cove Homeowners Association, Inc. the following sewer easements:

A description of the centerline of a ten foot (10') wide utility easement between Lots 2 and 3 of Eagle Cove Subdivision, more particularly described as follows:

Commence at the Northwest corner of Lot 2 of said Eagle Cove Subdivision as recorded in Map Book 35 on Page 121 in the office of the Judge of Probate of Shelby County, Alabama; thence Easterly and along the Northerly line of said Lot 2, said line being also the southerly line of said Lot 3, a distance of 15.90 feet, more or less, to the Easterly boundary of a 15 foot Alabama Gas Company easement as shown on the said map of Eagle Cove Subdivision, and said point being also the POINT OF BEGINNING of the centerline herein described; thence Easterly and along the last above described course a distance of 163.52 feet, more or less, to the Westerly Right of Way line of Eagle Cove Drive, said point being the end of the centerline herein described.

A description of the centerline of a seventeen foot (17') wide utility easement between Lots 1 and 2 of Eagle Cove Subdivision, more particularly described as follows:

Commence at the Southeast corner of Lot 2 of said Eagle Cove Subdivision as recorded in Map Book 35 on Page 121 in the Office of the Judge of Probate of Shelby County,

Alabama; thence Southerly along the Westerly Right of Way line of Eagle Cove Drive a distance of 3.50 feet to the POINT OF BEGINNING of the centerline herein described; thence 90 degrees, 02 minutes, 47 seconds right and Westerly along a line being 3.50 feet South of the South line of said Lot 2, with the South line of Lot 2 being also the North line of Lot 1; thence Westerly along the last described course a distance of 138.86 feet, more or less, to the Easterly boundary of a 15 foot Alabama Gas Company easement as shown on the said map of Eagle Cove Subdivision, said point being the end of the centerline herein described.

5. As specified in the recorded subdivision plat map of Eagle Cove recorded in Map Book 35, Page 119 and re-recorded in Map Book 35, Page 121. Eagle Cove Homeowners Association, Inc. is responsible for the maintenance and/or repair of the existing sewer lines within the above easements between lots 1 and 2 and between lots 2 and 3, as well as the maintenance of the sanitary sewer lift station and detention ponds. The Eagle Cove Homeowners Association, Inc., the grantee, shall have the right of entry to inspect, maintain and/or repair the sewer lines and shall not be responsible for replacing improvements, unless noted herein, or other improvements located within the herein created sewer easements, in the event the sewer lines are maintained, repaired or replaced at a future date. In such event, the repairs shall be made in a reasonably timely manner and the surface shall be brought to the existing grade, fencing, if any, and landscaping shall be replaced with material approved by the Architectural Control Committee of the Eagle Cove Homeowners Association, Inc.

In witness whereof, said grantor has hereunto set its seal this 10 day of August, 2007.

Savannah Building Co., LLC

By: Roger Wilkins
Roger Wilkins, Member

State of Alabama)
County of Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Roger Wilkins, whose name as Member of Savannah Building Co., LLC, a limited liability company, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

GIVEN UNDER MY HAND THIS THE 10 DAY OF AUGUST, 2007.

My Commission Expires:

2-5-11

Peggy I. Mann
Notary Public

PEGGY I. MANN
COMMISSION EXPIRES FEB 5, 2011

In witness whereof, said grantor has hereunto set its seal this 10 day of August, 2007.

Eagle Cove Homeowners Association, Inc.

By: Kerry Carter
Kerry Carter, President

State of Alabama)
County of Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Kerry Carter, whose name as President of Eagle Cove Homeowners Association, Inc., an Alabama corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND THIS THE 10 DAY OF AUGUST, 2007.

My Commission Expires:

2-5-11

Peggy I. Mann
Notary Public

PEGGY I. MANN
COMMISSION EXPIRES FEB 5, 2011

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Shelby Cnty Judge of Probate, AL
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