

This instrument prepared by and should be returned to:
Harry W. Gamble
Attorney at Law
105 Owens Parkway, Suite B
Birmingham, AL 35244

STATE OF ALABAMA
SHELBY COUNTY

EASEMENT

This EASEMENT granted this the 8th day of Feb., 2008, by RM
PROPERTIES, LLC ("Grantor") to BIRDWELL BUILDING CO., INC. ("Grantee").

WHEREAS, Grantee is the owner of a parcel of land located in Shelby County, Alabama described as Lot 6, according to the Final Plat of Creekwater, Phase One as recorded in Map Book 38, Page 138, in the Probate Office of Shelby County, Alabama ("Lot 6"). Grantee intends to construct a residence on the Lot, which construction will include an on site septic system; and

WHEREAS, Grantor is the owner of the following property located adjacent to Lot 6 to the Northwest (the "Described Property"):

BEGIN AT THE NORTHERN MOST CORNER OF LOT 6 OF FINAL PLAT OF CREEKWATER PHASE 1 AS RECORDED IN MAP BOOK 38 PAGE 138 THENCE N 63°45'57" W FOR A DISTANCE OF 50.00'; THENCE S 28°28'56" W FOR A DISTANCE OF 127.90'; THENCE S 52°09'39" E FOR A DISTANCE OF 50.00'; THENCE N 28°50'21" E FOR A DISTANCE OF 108.73'; THENCE N 28°22'57" E FOR A DISTANCE OF 29.27' TO THE POINT OF BEGINNING.

WHEREAS, for certain consideration, Grantor has agreed to execute and deliver this Easement, and to grant a limited easement across the Described Property, for the purpose of the installation, use, and maintenance of on site sewer system field lines, as described herein.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the undersigned

Grantor does hereby grant, bargain, sell and convey unto Grantee a perpetual, exclusive easement, which shall run with the land, for the purpose of the installation, use, and maintenance of on site sewer system field lines within the Described Property as described herein and shown on Exhibit "A", attached hereto.

The easement herein granted is subject to the following terms, conditions and restrictions:

1. The easement is granted solely for the purpose of the installation, use and maintenance of the on-site sewer system field lines that will serve the residence located on Lot 6, and for other purposes that may be customary and appropriate for septic system field lines. All location and normal use of the field lines shall be sub-surface, and shall not impact the surface of the Described Property. No part of the on site sewer system shall impact any property in any way other than normal usage within Described Property or the Lot.
2. The Grantee, his, her, their or its successors in interest and/or assigns, shall be responsible for all upkeep of the field lines and all other aspects of the septic system serving the residence located on Lot 6.
3. In the event that the Grantee, his, her, their or its successors and/or assigns fails to maintain or repair the field lines or any part of the on site sewer system that affects the Described Property, and if such failure to maintain the system or field lines shall in any way threaten to impair the use or the value of the Described Property, the Grantor, and/or its successors and assigns, shall have the right to maintain or repair such lines or system to the extent necessary to preserve the use and/or value of the Described Property, and shall have the right of reimbursement from the owner of Lot 6.
4. The Grantee, its successor and/or assigns agree to abide by all local, state and federal laws and regulations that may pertain to the on site sewer system and its field lines, and the Grantor shall have no liability therefore.
5. Title to the on site septic system field lines shall remain with the Grantee, its successors and assigns, and the field lines shall be considered personal property.
6. These covenants and restrictions benefit the land and shall run with the land, and shall be binding on the Grantor and Grantee, their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned Grantor and Grantee have executed this instrument as of the 8th day of FEB, 2008.

GRANTOR:

RM PROPERTIES, LLC

Ronnie Morton

By: Ronnie Morton
Its: Managing Member

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that RONNIE MORTON, whose name as MANAGING MEMBER of RM PROPERTIES, LLC, a limited liability company, is signed to the foregoing Easement Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Easement Agreement, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 8 day of FEB, 2008.

HARRY W. GAMBLE
NOTARY PUBLIC
STATE OF ALABAMA
MY COMMISSION EXPIRES MAR. 1, 2008

HWG
Notary Public
My Commission Expires: _____

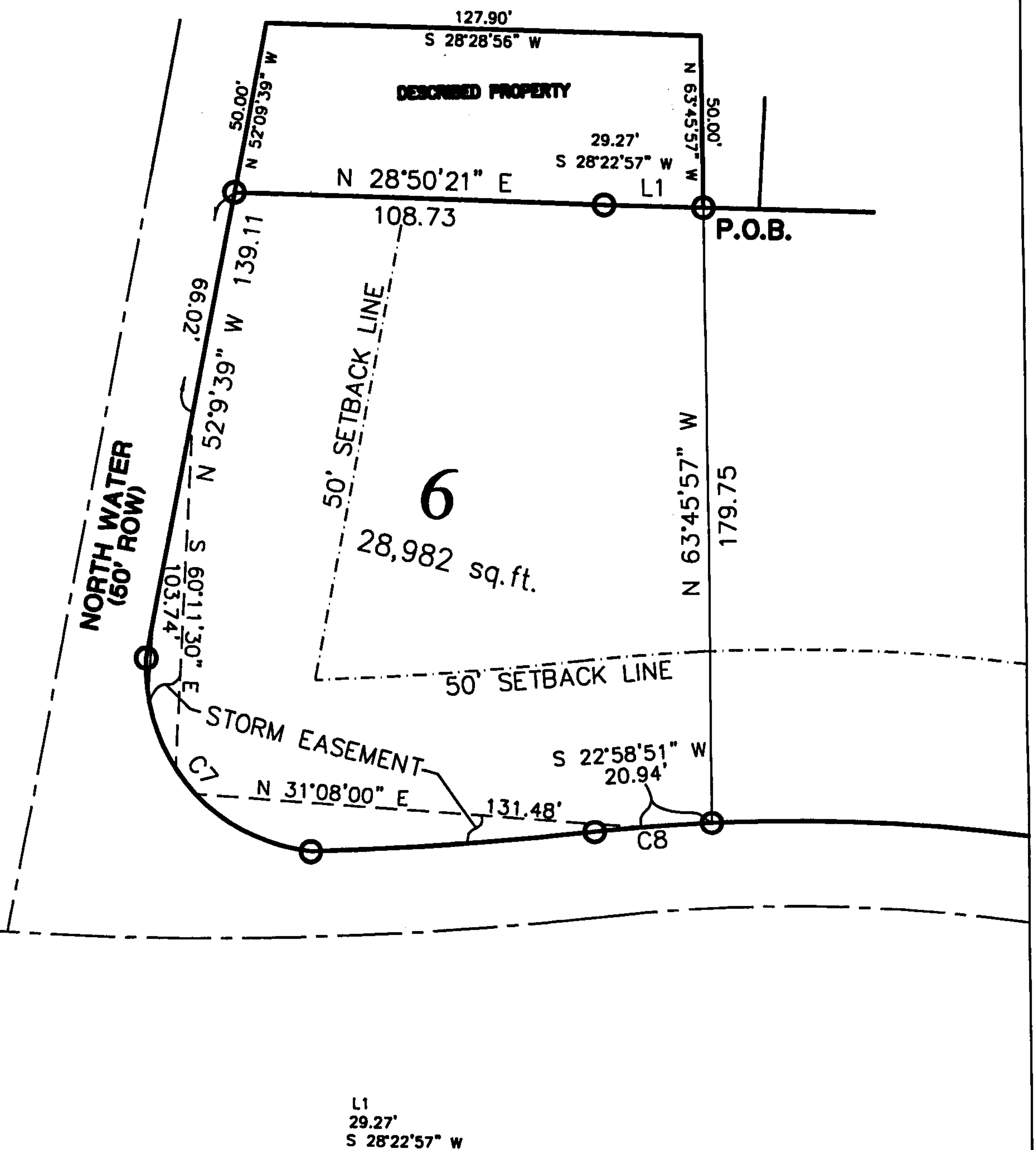
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 Shelby Cnty Judge of Probate, AL
 02/08/2008 11:47:43AM FILED/CERT

FOR INFORMATION ONLY

BEGIN AT THE NORTHERN MOST CORNER OF LOT 6 OF FINAL PLAT OF CREEKWATER PHASE 1 AS RECORDED IN MAP BOOK 38 PAGE 138 THENCE N 63°45'57" W FOR A DISTANCE OF 50.00'; THENCE S 28°28'56" W FOR A DISTANCE OF 127.90'; THENCE S 52°09'39" E FOR A DISTANCE OF 50.00'; THENCE N 28°50'21" E FOR A DISTANCE OF 108.73'; THENCE N 28°22'57" E FOR A DISTANCE OF 29.27' YO THE POINT OF BEGINNING.



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