

This instrument prepared by:

Harry W. Gamble
Attorney at Law
105 Owens Parkway, Suite B
Birmingham, AL 35244

Shelby County, AL 11/04/2008
State of Alabama

Deed Tax: \$.50



20081104000426070 1/6 \$26.50
Shelby Cnty Judge of Probate, AL
11/04/2008 09:05:04AM FILED/CERT

STATE OF ALABAMA

SHELBY COUNTY

500⁰⁰ AM

EASEMENT AGREEMENT

This EASEMENT AGREEMENT is made and entered into as of the 31 day of
October, 2008, by and between RM PROPERTIES, LLC ("Grantor") and CHUCK
HAWKINS dba TYLER CONSTRUCTION ("Grantee").

WHEREAS, Grantee is the owner of a parcel of land located in Shelby County, Alabama described as Lot 25, according to the Survey of Final Plat of Creekwater Phase 2 A, as recorded in Map Book 40, Page 81, in the Probate Office of Shelby County, Alabama (the "Lot"); Grantee intends to construct a residence on the Lot, which construction will include an on site septic system; and

WHEREAS, Grantor is the Developer of Creekwater, and is currently the owner of the Common Area located to the Northeast of the Lot, as shown on the Survey of Final Plat of Creekwater Phase 2 A, as recorded in Map Book 40, Page 81, in the Probate Office of Shelby County, Alabama (the "Common Area"); and

WHEREAS, Developer has the right to grant easements and restrictions to common areas in accordance with the Declaration of Protective Covenants for Creekwater, Phase Two A, as such Declaration is recorded the Probate Office of Shelby County, Alabama (the "Covenants"); and

WHEREAS, for certain consideration, Grantor has agreed to execute and deliver this Easement Agreement, and to grant a limited easement across a portion of the Common Area, which portion is described in Exhibit "A", attached hereto (hereinafter referred to as "Field Line Easement Area") 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 Field Line Easement Area described in Exhibit "A" attached hereto.

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

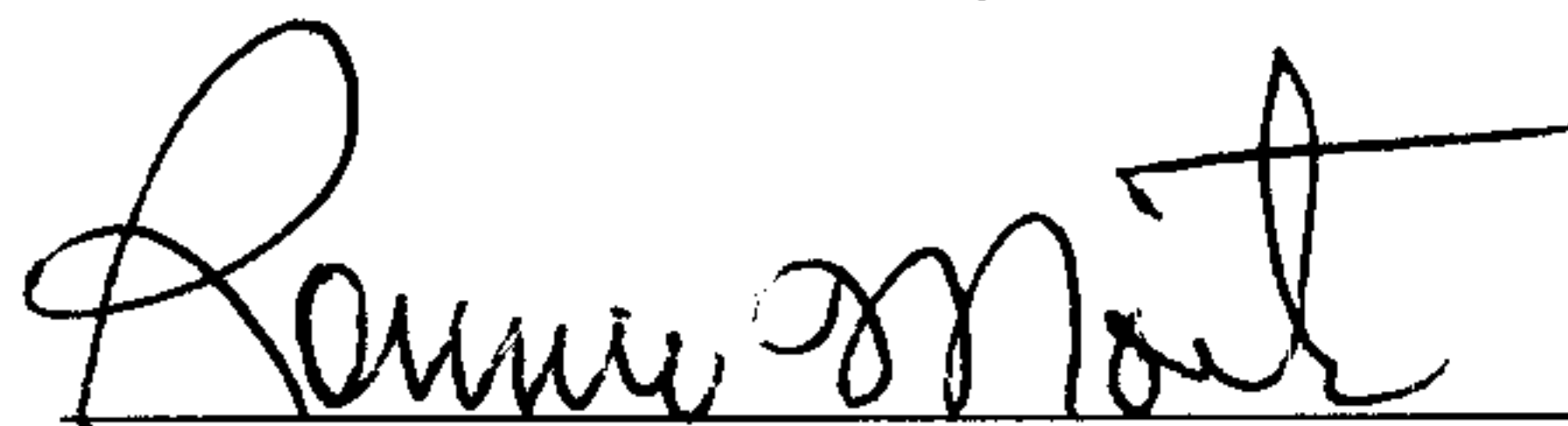
1. The easement is granted solely for the purpose of the installation, use and maintenance of the on-site sewer system field lines that will serve the residence located on the Lot, and for other purposes that may be customary and appropriate for septic system field lines. All location and normal use of the field lines shall be sub-surface, and shall not impact the surface of the Field Line Easement Area. No part of the on site sewer system shall impact any property in any way other than normal usage within Field Line Easement Area or the Lot.
2. Neither the Grantor, the Association (as defined in the Covenants) nor their successors in interest or assigns, may construct, plant or place any structure or other item, or cause any excavation, in the Field Line Easement Area which may adversely affect the field lines of the on site sewer system.

3. 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 the Lot.
4. 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 common area, 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 common area, The Grantor, the Association, 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 common area, and shall have a right of reimbursement from the owner of the Lot, as well as all rights of the Developer and the Association under Article V of the Covenants. Any such expense shall be considered an assessment charged to the owner of the Lot and may be enforced as an assessment under Article V of the Covenants.
5. The Grantee acknowledges that it has had the opportunity to inspect the Field Line Easement Area and to perform tests to the extent it deems necessary, including performing percolation tests, to ensure that such property is adequate and acceptable for the installation of on site sewer system field lines. The Grantee acknowledges that the Grantor has no responsibility and makes no representations regarding the suitability of the Field Line Easement Area for such use.
6. 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.
7. 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.
8. 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 3 day of Oct, 2008.

GRANTOR:

RM PROPERTIES, LLC



By: Ronnie Morton

Its: Managing Member

GRANTEE:

CHUCK HAWKINS

dba TYLER CONSTRUCTION



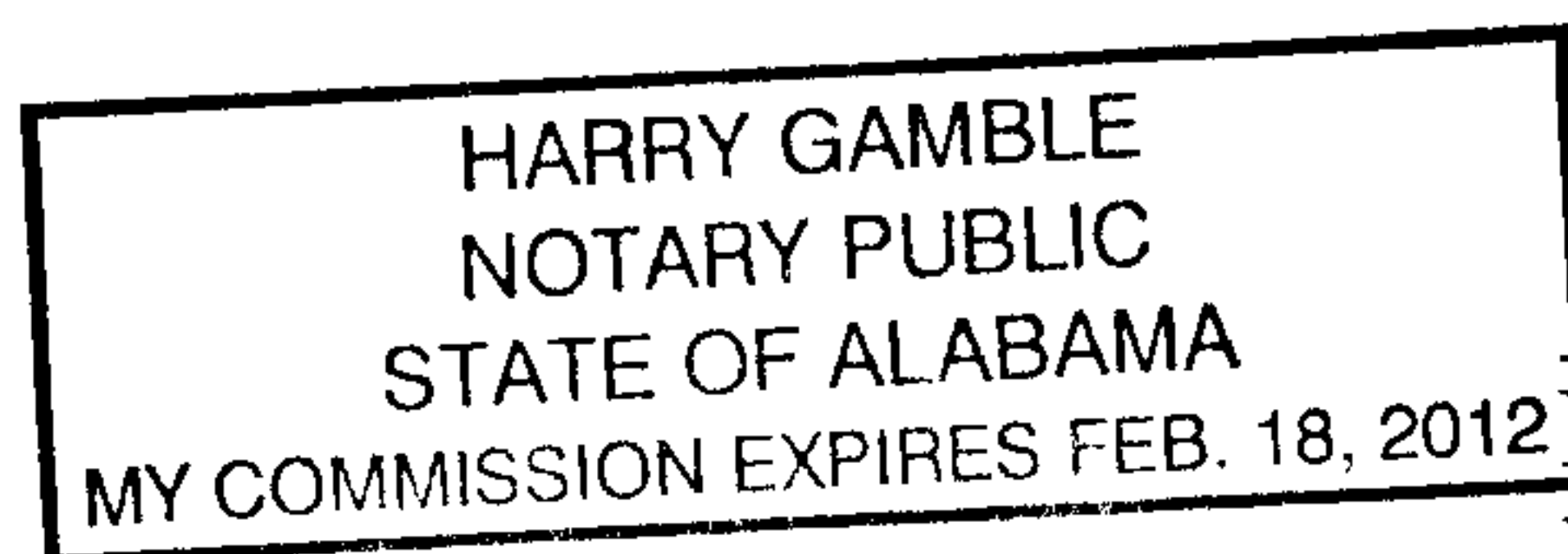
Chuck Hawkins

20081104000426070 5/6 \$26.50
Shelby Cnty Judge of Probate, AL
11/04/2008 09:05:04AM FILED/CERT

STATE OF ALABAMA
COUNTY OF Jefferson

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 31 day of Oct, 2008.

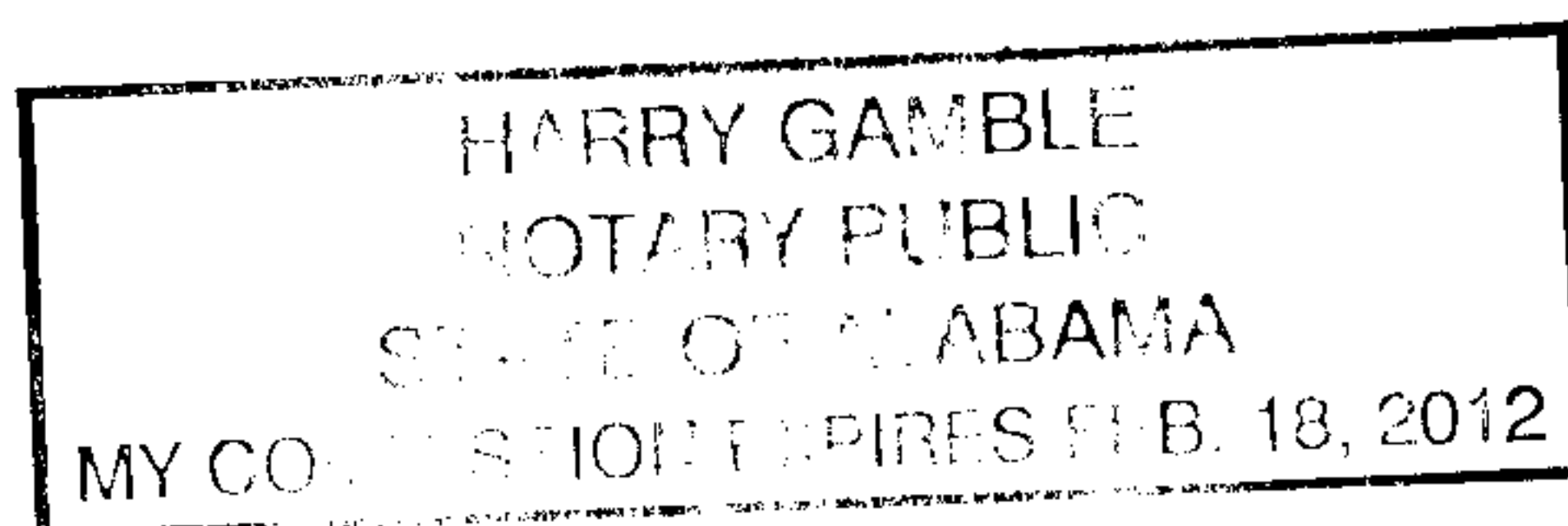


[Signature]
Notary Public
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that **CHUCK HAWKINS**, whose name 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, he executed the same voluntarily on the day the same bears date.

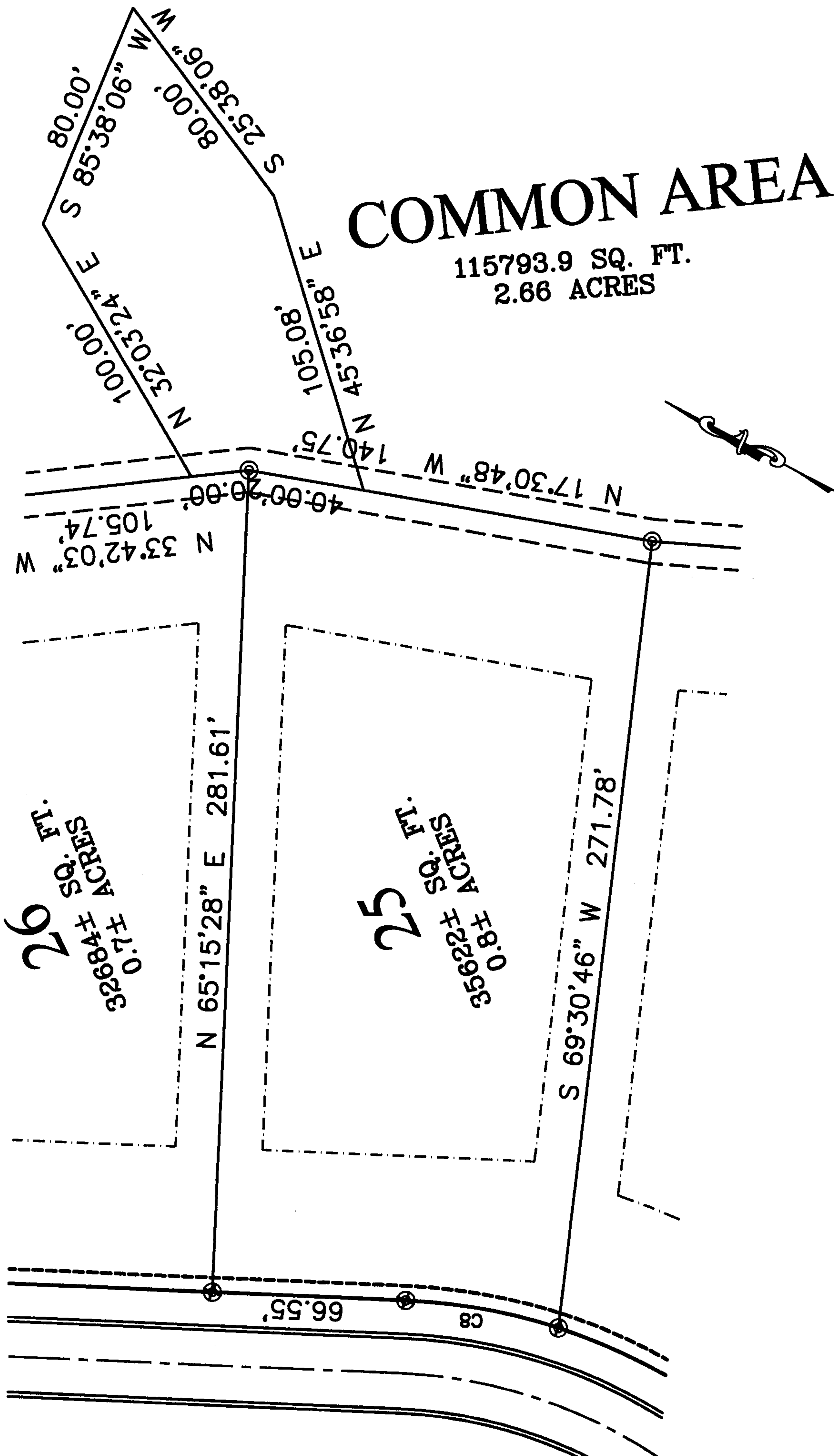
Given under my hand and official seal, this the 31 day of Oct, 2008.



[Signature]
Notary Public
My Commission Expires: _____

FOR INFORMATION ONLY

BEGIN AT THE NORTHERN MOST CORNER OF LOT 25 OF CREEKWATER PHASE TWO, THENCE N 33°42'03" W FOR A DISTANCE OF 20.00'; THENCE N 32°03'24" E FOR A DISTANCE OF 100.00'; THENCE N 85°38'06" E FOR A DISTANCE OF 80.00'; THENCE S 25°38'06" E FOR A DISTANCE OF 80.00'; THENCE S 45°36'58" W FOR A DISTANCE OF 1105.08'; THENCE N 17°30'48" W FOR A DISTANCE OF 40.00' TO THE POINT OF BEGINNING.



FOR INFORMATION ONLY