

20110527000157400 1/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
05/27/2011 10:57:34 AM FILED/CERT

**AFTER RECORDING RETURN TO**

**STEPHEN A. SHERMAN & ASSOCIATES**  
ATTORNEYS AND COUNSELORS AT LAW  
FOURTH FLOOR  
117 PARK AVENUE BUILDING  
OKLAHOMA CITY, OKLAHOMA 73102-9030

(This space reserved for recording information)

**MEMORANDUM**

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum ("Memorandum") is effective as of February 21, 2011, and is recorded for the purpose of putting the public on notice of the contents herein, as follows:

- 1) That certain Agreement ("Agreement") dated February 21, 2011, was entered into by and between RM Properties, LLC, an Alabama limited liability company having its principal place of business at 4922 Stonehenge Rd., Birmingham, Alabama 35242 ("Developer") and Wimbledon Properties, LLC, a Tennessee limited liability company, having its principal place of business at 500 Alcoa Trail, Maryville, Tennessee 37804 ("Wimbledon"), by which Developer agrees to make lots available to permit Wimbledon to erect homes on Lots 27 and 34 located at the Creekwater Development Sector 2B, in Shelby County, Alabama, more specifically described as:

See Schedule "A" attached hereto and incorporated herein

(the "Property"), together with all improvements thereon and the appurtenances thereunto belonging.

- 2) Further, pursuant to the Agreement, Developer granted and conveyed to Wimbledon the exclusive and irrevocable right and option for the period from February 21, 2011 until 5:00 p.m., E.S.T. February 21, 2012, to purchase the lots more specifically described as:

See Schedule "B" attached hereto and incorporated herein

(the "Option Property"), together with all improvements thereon and the appurtenances thereunto belonging.

- 3) Further, Developer and Wimbledon have not been, nor are they now, partners, associates, or joint venturers with each other in the conduct of any business, including, but not limited to, any business relating to the Property or the Option Property.

This Memorandum is subject to all the conditions, terms and provisions of the unrecorded Agreement of even date herewith between the parties hereto, which Agreement is hereby

incorporated herein and made a part hereof by reference to the same extent as if all the provisions thereof were copied in full herein.

IN WITNESS WHEREOF, this Memorandum is executed and effective as of the date shown hereinabove.

WIMBLEDON:

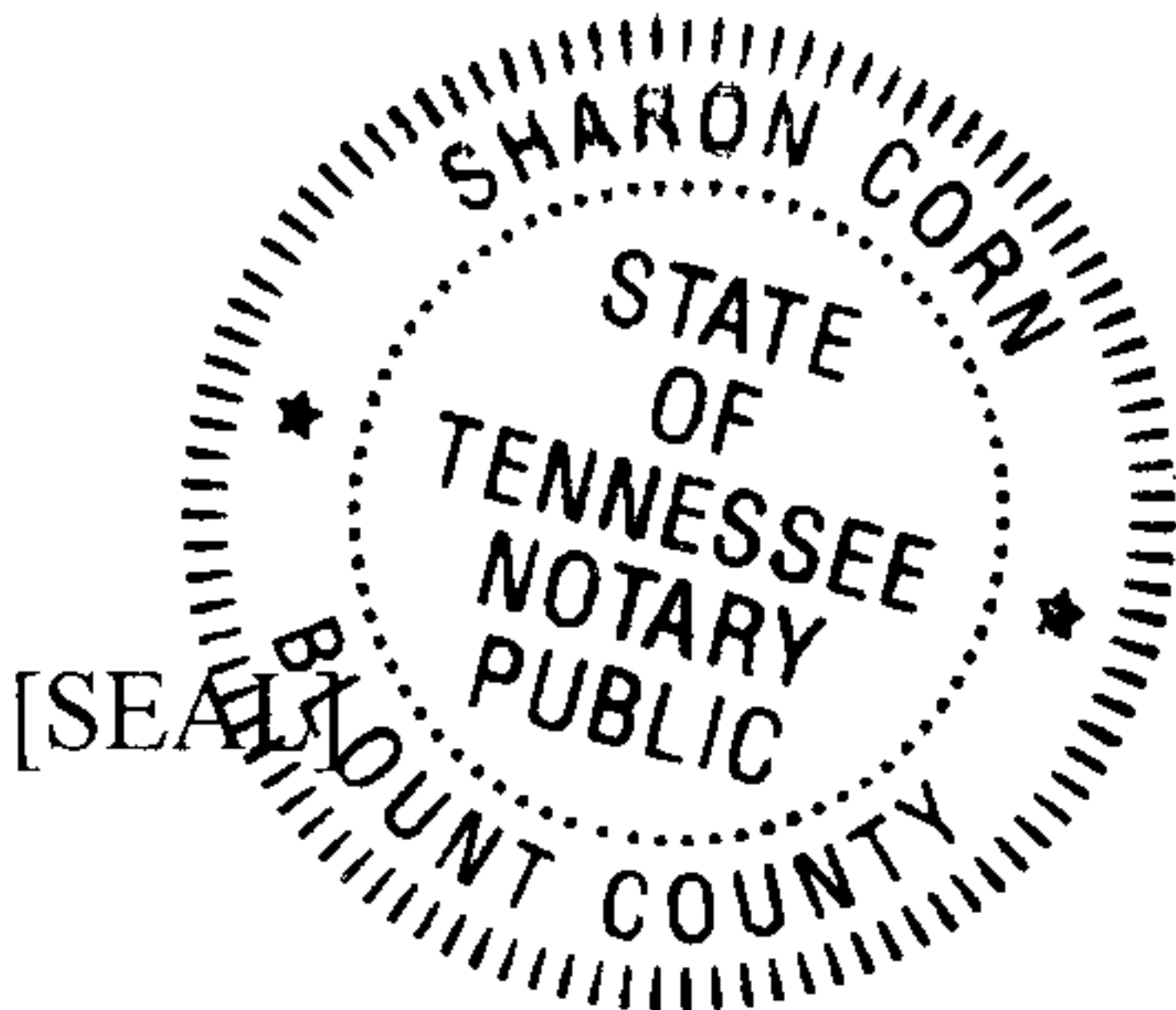
Wimbledon Properties, LLC

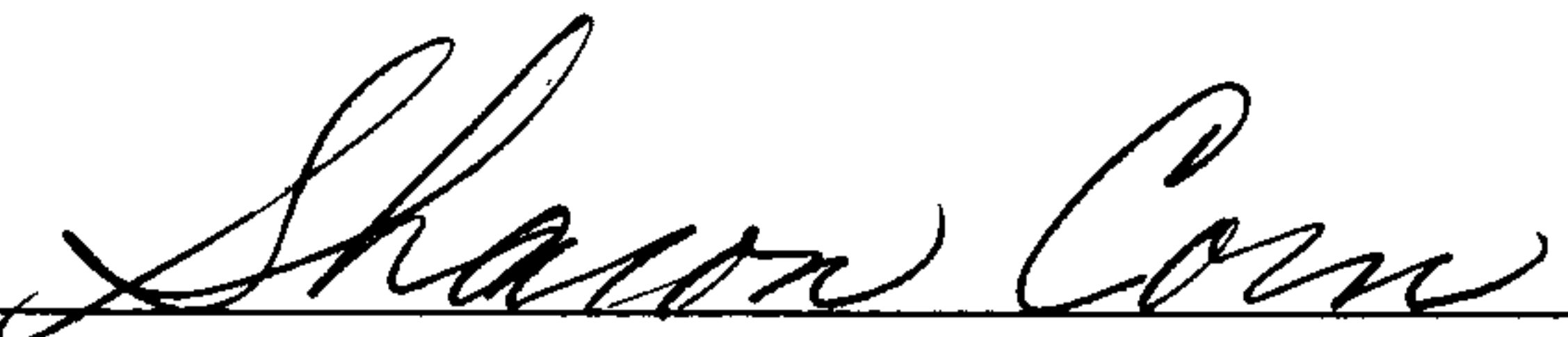
By:   
Its: authorized signatory

**ACKNOWLEDGMENT**


STATE OF TENNESSEE                    )  
  ) ss.  
COUNTY OF BLOUNT                    )

This instrument was acknowledged before me on MAY 25, 2011, by MIKE RUTHERFORD known to me as the authorized signatory of Wimbledon Properties, LLC, a Tennessee limited liability company, the identified person who executed the within and foregoing Memorandum and acknowledged to me that he executed the same as his free and voluntary act and deed of Wimbledon Properties, LLC, for the use and purposes therein set forth.



  
Notary Public  
Commission No. NA  
My commission expires: 11-01-11

**Schedule "A"**  
**Property Legal Description**

  
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Lots 27 and 34, according to map of Creekwater Phase Two B, as recorded in Map Book 42, Page 69, in the Probate office of Shelby County, Alabama.

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**Schedule "B"**  
**Option Property Legal Description**

Lots 26, 28, 29, 30, 31, 32, 33, and 35, according to map of Creekwater Phase Two B, as recorded in Map Book 42, Page 69, in the Probate office of Shelby County, Alabama.