

STATE OF ALABAMA)
SHELBY COUNTY)


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Shelby Cnty Judge of Probate, AL
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**MEMORANDUM OF
SEWER SERVICE AGREEMENT
REGARDING
*BIRCH CREEK***

THE LIEN TO SECURE SEWER CHARGES RUNS WITH THE LAND

On or about August 14, 2000, **BIRCH CREEK DEVELOPMENT COMPANY, INC.**, an Alabama corporation (“Subscriber”) entered into a Sewer Service Agreement (“SSA”) with **DOUBLE OAK WATER RECLAMATION, LLC**, an Alabama limited liability company (“DOWR”) for the purpose of providing sanitary sewer service to all lots and parcels within **BIRCH CREEK** (the “Development”), which Development is legally described as follows:

See **EXHIBIT A** attached hereto and made a part hereof.

Capitalized terms not otherwise defined herein shall have the meanings given to them in the SSA.

In accordance with the terms and provisions of the SSA, Subscriber and each of Subscriber’s successors in title to any lot or parcel within the Development (a “Property Owner”) is obligated to pay to DOWR (i) the Sewer Reservation Fee for each gpd of sewage treatment capacity allocated to such lot or parcel, (ii) the monthly sewer service charges allocated to such lot or parcel and (iii) such penalties, surcharges, late fees, interest, collection fees and expenses, attorney’s fees, court costs and all other costs and expenses incurred by DOWR for the Property Owner’s noncompliance, nonpayment or other default under the terms and provisions of the SSA (collectively, the “Sewer Charges”).

In accordance with the terms and provisions of the SSA, a Property Owner’s obligation to promptly pay all Sewer Charges owed to DOWR is secured by a continuing lien upon the Property Owner’s property within the Development. DOWR has the right pursuant to the SSA to **file such lien against the Property Owner’s property** in the Probate Office of Shelby County, Alabama. All Property Owners within the Development shall take title to any lot or parcel within the Development, or any portion thereof, subject to the equitable charge and continuing lien securing the Sewer Charges, which lien shall not only be a personal obligation of the Property Owner but also run with the land and the title to every lot or parcel within the Development, or any portion thereof.

In addition to or alternatively to DOWR's right to file a lien against the Property Owner's property in the event of the Property Owner's default in the payment of all Sewer Charges, DOWR has the right: (i) to **disconnect the sanitary sewer service line(s)** from the building or dwelling within the Property Owner's property; (ii) to impose late charges, surcharges, interest, collection fees and expenses in addition to attorney's fees, court costs and all other costs and expenses incurred by DOWR; and/or (iii) to commence and maintain **a lawsuit against the Property Owner** to enforce the SSA, including the payment of its Sewer Charges, and any such judgment rendered shall include all past due Sewer Charges along with all late charges, surcharges, interest, collection fees and expenses in addition to attorney's fees, court costs and all other costs and expenses incurred by DOWR.

This Memorandum of Sewer Service Agreement is placed of record in the Office of the Judge of Probate of Shelby County, Alabama to serve as **notice** of the execution and existence of the SSA and the Sewer Charges which accrue against each lot or parcel and the Property Owner thereof which are required to be paid by each Property Owner within the Development to maintain sanitary sewer service to a lot or parcel within the Development. This Memorandum is in no way to supersede, abrogate, change or modify any of the terms or provisions of the SSA or the rights or obligations of the parties thereunder. The terms and provisions of the SSA are incorporated herein by reference in their entirety.

The SSA shall be binding upon all persons or entities who own any property within the Development, and their successors and assigns.

This the 2nd day of November, 2012.

Prepared by:
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Taylor Partners LLC
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36561

DOUBLE OAK WATER RECLAMATION, LLC,
an Alabama limited liability company
By: SWWC Services, Inc., Its Manager

By: Carol Jones
Carol Jones
Its Finance Manager

Contact Information:
SWWC Services, Inc.
728 Volare Drive
Birmingham, Alabama 35244
205-987-8352

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Carol Jones, whose name as Finance Manager of SWWC Services, Inc., as Manager of DOUBLE OAK WATER RECLAMATION, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as Manager as aforesaid on the day the same bears date.

Given under my hand and official seal of office this 2nd day of November, 2012.

Susanne Wood
Notary Public

My Commission Expires: 03.10.14
[SEAL]

EXHIBIT A

BIRCH CREEK

All lots, parcels and property shown on the following surveys of **Birch Creek** recorded in the Probate Office of Shelby County, Alabama:

Birch Creek Subdivision, as recorded in **Map Book 27, Page 143.**

Birch Creek, Phase 2, as recorded in **Map Book 35, Page 88.**

Lot 2A, resurvey of Lots 1 & 2, Birch Creek, as recorded in **Map Book 29, Page 118.**

Lot 2AA & 3A, resurvey of Lots 2A & 3, Birch Creek, as recorded in **Map Book 34, Page 87.**

Lot 5A & 6A, resurvey of Lots 5 & 6, Birch Creek, as recorded in **Map Book 34, Page 145.**

