

STATE OF ALABAMA)  
SHELBY COUNTY )

MEMORANDUM OF  
SEWER SERVICE AGREEMENTS  
REGARDING  
***CHELSEA PARK***

***THE LIEN TO SECURE SEWER CHARGES RUNS WITH THE LAND***

**DOUBLE OAK WATER RECLAMATION, LLC**, an Alabama limited liability company (“DOWR”) has entered into the Sewer Service Agreements (“SSAs”) referenced below for the purpose of providing sanitary sewer service to all lots and parcels within **CHELSEA PARK** (the “Development”), which Development is legally described as follows:

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

The SSAs made the subject of this Memorandum are as follows:

- (1) The October 27, 2001 SSA by and between DOWR and **EDDLEMAN PROPERTIES, LLC** regarding Parcels A & Little E of Chelsea Park;
- (2) The October 27, 2001 SSA by and between DOWR and **EDDLEMAN PROPERTIES, LLC and THE CREST AT GREYSTONE, INC.** regarding Parcel D of Chelsea Park;
- (3) The October 27, 2001 SSA by and between DOWR and **EDDLEMAN PROPERTIES, LLC** regarding Parcel F of Chelsea Park;
- (4) The July 11, 2002 SSA by and between DOWR and **EDDLEMAN-THORNTON, LLC** regarding Parcel E of Chelsea Park; and
- (5) The March 1, 2012 SSA by and between DOWR and **CHELSEA PARK HOLDING, LLC**.

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

Each of the above referenced parties to a SSA with DOWR is a “Subscriber” under their respective SSA. In accordance with the terms and provisions of the SSAs, Subscribers and each of Subscribers’ 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 applicable to the Property Owner's property (collectively, the "Sewer Charges").


In accordance with the terms and provisions of the applicable 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 Agreements 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 SSAs 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 SSAs or the rights or obligations of the parties thereunder. The terms and provisions of the SSAs are incorporated herein by reference in their entirety.

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

This the 6<sup>th</sup> day of November, 2012.

  
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Shelby Cnty Judge of Probate, AL  
11/07/2012 09:47:11 AM FILED/CERT



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 6th day of November, 2012.

Susanne Wood  
Notary Public

My Commission Expires: 03 . 10 . 14  
[SEAL]

This Instrument Prepared By:  
Mary Thornton Taylor  
Taylor Partners, LLC  
Attorneys at Law  
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P. O. Box 489  
Orange Beach, Alabama 36561

  
20121107000427750 3/5 \$24.00  
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## **EXHIBIT A**

### **CHELSEA PARK**

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

Chelsea Park, First Sector, Phase I & II, as recorded in **Map Book 34, Page 21 A & B.**

Chelsea Park, 2<sup>nd</sup> Sector, as recorded in **Map Book 34, Page 22.**

Chelsea Park, 3<sup>rd</sup> Sector, as recorded in **Map Book 34, Page 23 A & B.**

Chelsea Park, 4<sup>th</sup> Sector, as recorded in **Map Book 34, Page 147 A & B.**

Chelsea Park, First Sector, Phase IV, as recorded in **Map Book 36, Page 24.**

Chelsea Park, First Sector, Phase III, as recorded in **Map Book 36, Page 34.**

Lots 1-91A, 1-92A & 1-93A, a resurvey of Lots 1-91 thru 1-93, Chelsea Park, First Sector, Phase I & II, as recorded in **Map Book 36, Page 87.**

Lots 4-105A & 4-106A, a resurvey of Lots 4-105 & 4-106, Chelsea Park, 4<sup>th</sup> Sector, as recorded in **Map Book 36, Page 128.**

Chelsea Park, 10<sup>th</sup> Sector, as recorded in **Map Book 37, Page 12.**

Chelsea Park, 6<sup>th</sup> Sector, as recorded in **Map Book 37, Page 13.**

Chelsea Park, 9<sup>th</sup> Sector, as recorded in **Map Book 37, Page 47.**

Chelsea Park, 11<sup>th</sup> Sector, as recorded in **Map Book 37, Page 95.**

Lots 4-105B & 4-106B, a resurvey of Lots 4-105A & 4-106A, Chelsea Park, 4<sup>th</sup> Sector, as recorded in **Map Book 37, Page 119.**

Chelsea Park, 7<sup>th</sup> Sector, First Addition, as recorded in **Map Book 37, Page 120.**

Lots 1-107A & 1-109A thru 1-113A, a resurvey of Lots 1-107 & 1-109 thru 1-113,  
Chelsea Park, First Sector, Phase IV, as recorded in **Map Book 39, Page 46.**

Chelsea Park, 8<sup>th</sup> Sector, Phase One, as recorded in **Map Book 39, Page 47.**

Lots 9-11A thru 9-17A, a resurvey of Lots 9-11 thru 9-17, Chelsea Park, 9<sup>th</sup> Sector,  
as recorded in **Map Book 40, Page 7.**

Chelsea Park, 6<sup>th</sup> Sector, Third Addition, as recorded in **Map Book 42, Page 1.**

Chelsea Park, 6<sup>th</sup> Sector, Fourth Addition, as recorded in **Map Book 42, Page 119.**

Chelsea Park, 6<sup>th</sup> Sector, Fifth Addition, as recorded in **Map Book 42, Page 120.**

All Future Development within the Chelsea Park Development.

