

STATE OF ALABAMA )  
COUNTY OF SHELBY )

19811222000134350 Pg 1/4 .00  
Shelby Cnty Judge of Probate, AL  
12/22/1981 00:00:00 FILED/CERTIFIED

559

TEMPORARY QUITCLAIM OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid by Natter Properties, owner of Lot No. 1, Riverchase Country Club Subdivision, 3rd Addition, according to plat recorded in Map Book 7 , Page 53 , in the Office of the Judge of Probate of Shelby County, Alabama, the receipt whereof is hereby acknowledged, THE HARBERT-EQUITABLE JOINT VENTURE, under Joint Venture Agreement dated January 30, 1974, an Alabama General Partnership (herein "GRANTOR"), does hereby quitclaim unto the said Natter Properties, its successors and assigns (herein "GRANTEE"), an easement to benefit said Lot No. 1, Riverchase Country Club Subdivision, 3rd Addition, for underground field lines as are necessary for proper operation of a septic tank, including the right and easement to construct, use, operate, repair and maintain such field lines, said easement area being situated in Shelby County, Alabama and described as shown on Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above described easement and rights unto the said GRANTEE, its successors and assigns, subject to the foregoing and to the following terms, reservations, and conditions:

1. GRANTEE shall not be entitled to use this easement area for the purposes described herein, or for any other purpose, until such time as the Shelby County Health Department, or other appropriate governmental authority gives written notice to GRANTOR of the necessity to use the described easement area for underground field lines from a septic tank located on said Lot No. 1, Riverchase Country Club, Subdivision, 3rd Addition.

2. Before GRANTEE begins any installation, construction, or repair of said underground field lines, GRANTEE covenants to give GRANTOR at least two (2) day's written notice of its intent to install, construct or repair said underground field lines in the described easement area. GRANTEE and GRANTOR agree to mutually decide upon a time for such installation, construction or repair in the described easement area which will cause the least inconvenience to GRANTOR,

**RIVERCHASE**



its successors or assigns. Any construction, installation or repair of such field lines, whether required by the Shelby County Health Department, or otherwise, shall be at GRANTEE's sole expense.

3. GRANTEE, and any agent of GRANTEE, shall install, construct, use and repair said underground field lines in such a manner as to minimize damage to the easement area. Upon completion of any installation, construction, or repair to such underground field lines in the easement area, GRANTEE covenants to restore, at its expense, and to the extent practicable, said easement area to its condition existing before such installation, construction or repair was begun.

4. In the event and at such time as (i) when in the written opinion of the Shelby County Health Department, or other appropriate governmental authority, the easement area described herein is no longer required for maintenance of proper health conditions; or (ii) an operating Sewage Treatment System is made available to said Lot 1, Riverchase Country Club Subdivision, 3rd Addition, without regard to whether such Sewage Treatment System is owned and operated by a municipal, county, or other governmental authority or is privately owned and operated, or otherwise, the rights, privileges and easements granted hereby shall expire and terminate; where upon GRANTOR, its successors and assigns, shall have the same and complete title to the easement area herein described as if these presents had never been executed and shall have the right to enter thereon and exclude therefrom the GRANTEE, its successors and assigns.

5. The easement area described above has been approved by the Shelby County Health Department for the purposes set forth herein; GRANTOR, however, makes no representation or warranty of any kind whatsoever as to the suitability of the area for location of underground field lines from a septic tank.

6. Except as herein specifically granted to GRANTEE, its successors and assigns, GRANTOR reserves and excepts all rights, title and interest in and to said easement area.

IN WITNESS WHEREOF, the GRANTOR has caused this conveyance to be executed by Harbert International, Inc., one of its general partners, by its respective duly authorized officer on this 9 day of DECEMBER, 1981, for and on behalf of the GRANTOR.

THE HARBERT-EQUITABLE JOINT VENTURE  
under Joint Venture Agreement dated  
January 30, 1974

Witnesses:

Joseph E. May  
Andy Aldridge

By: HARBERT INTERNATIONAL, INC.,  
Its Managing Venturer

BY: W. H. Gorman  
Its Vice President

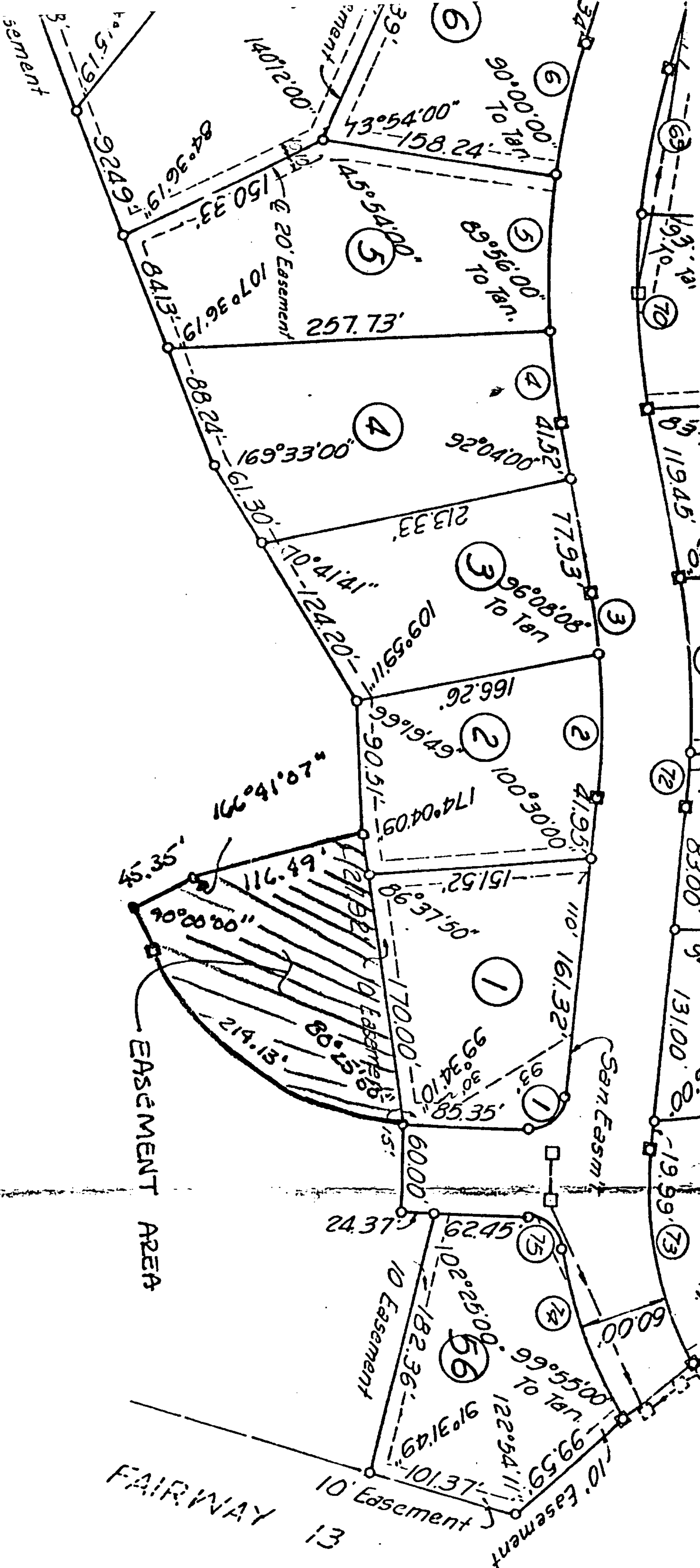
GRANTEE

NATTER PROPERTIES INC.  
by Patrick J. Natter, President

Witnesses:

Joseph E. May  
Andy Aldridge





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1981 DEC 22 AM 9:19

Received  
 Recd. 5.00  
 Rec. 6.00  
 Ind. 1.00  
 7.50

12-26-90	560.00
12-12-91	560.00
03-39-90	560.00
26-47-90	560.00
26-29-90	560.00
66-19-90	560.00

# THIRD ADDITION RIVERCHASE RESIDENTIAL SUBDIVISION COUNTRY CLUB

Situated in the SW1/4 of the NW1/4, and the SW1/4 of Section 35, Township 19 S., Range 3 West, Shelby County, Alabama.

206 PAGE 902  
933 BOOK

Scale: 1"=100'

EXHIBIT "A"