

STATE OF ALABAMA)
COUNTY OF SHELBY)

8468

TEMPORARY QUITCLAIM OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of TWENTY NINE THOUSAND AND NO/100 DOLLARS (\$29,000.00) in hand paid by WHITLING HOMES, INC., owner of Lots No. 19 and 21, Riverchase Country Club Subdivision, 1st Addition, according to plat recorded in Map Book 6, Page 143, in the Office of the Judge of Probate of Shelby County, Alabama, the receipt whereof is hereby acknowledged, THE HARBERT-EQUITABLE JOINT VENTURES, under Joint Venture Agreement dated January 30, 1974, an Alabama General Partnership (herein "GRANTOR"), does hereby quitclaim unto the said WHITLING HOMES, INC., its successors and assigns (herein "GRANTEE"), an easement to benefit said Lots No. 19 and 21, Riverchase Country Club Subdivision, 1st 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 follows:

Easement Lots [19] and [21],
Riverchase Country Club Subdivision,
1st Addition, according to plat
recorded in Map Book 6, Page 143,
in the Office of the Judge of Probate
of Shelby County, Alabama.

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



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Shelby Cnty Judge of Probate, AL
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Whitling Homes Inc.

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easement area for underground field lines from a septic tank located on said Lots No. 19 and 21, Riverchase Country Club Subdivision, 1st Addition.

2. Before GRANTEE begins any installation, construction, or repair of said underground field lines, GRANTEE covenants to give GRANTOR at least two (2) days' 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, 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 Lots No. 19 and 21 Riverchase Country Club Subdivision, 1st 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,



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the rights, privileges and easements granted hereby shall expire and terminate; whereupon 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 Construction Corporation, one of its general partners, by its respective duly authorized officer on this _____ day of _____, 1977, for and on behalf of the GRANTOR.

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

Witnesses:

By: Harbert Construction Corporation
Its Managing Venturer

Stuart Hunter
Rev. A. G. [unclear]
Witnesses:

By Ed [unclear]
Its

GRANTEE

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Whiting Homes, Inc.
by [unclear]

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, Donna C. White, a Notary Public in and for said County in said State, hereby certify that Edwin M. Rife whose name as Vice President of Harbert Construction Corporation, a corporation, as General Partner of The Harbert-Equitable Joint Venture, under Joint Venture Agreement dated January 30, 1974, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as General Partner of The Harbert-Equitable Joint Venture.

Given under my hand and official seal, this the 28th day of March, 1977.

Donna C. White
Notary Public

My commission expires: 1-20-81

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, Carol E. Lee, a Notary Public in and for said County in said State, hereby certify that Charles White as president of Shilling Jones Inc. whose name(s) as Grantee(s), is (are) signed to the foregoing conveyance, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he (they) executed the same as a voluntary act and deed.

Given under my hand and official seal, this the 5th day of April, 1977.

Carol E. Lee
Notary Public

My commission expires: March 17, 1980

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1977 MAY 10 AM 9:45

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

See deed 305-290

Deed Tax 50

Rec. 6.00

Index 1.00

7.50