

STATE OF ALABAMA)
COUNTY OF SHELBY)

4765

TEMPORARY QUITCLAIM OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Dollar (\$1.00) in hand paid by SCOTT & CAFFEE COMPANY, INC., owner of Lots No. 33 and 41, Riverchase Country Club Subdivision, according to plat recorded in Map Book 6, page 137, in the Office of the Judge of Probate of Shelby County, Alabama, and Lots No. 2, 3, 20, 26, 33 and 34, Riverchase Country Club Subdivision, Second Addition, according to plat recorded in Map Book 6, page 145, 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 SCOTT & CAFFEE COMPANY, INC., its successors and assigns (herein "GRANTEE"), an easement to benefit said Lots No. 33 and 41, Riverchase Country Club Subdivision, and Lots No. 2, 3, 20, 26, 33 and 34, Riverchase Country Club Subdivision, Second 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 [33] and [41], Riverchase Country Club Subdivision, according to plat recorded in Map Book 6, page 137, in the Office of the Judge of Probate of Shelby County, Alabama, and Easement Lots [2], [3], [20], [26], [33] and [34], Riverchase Country Club Subdivision, Second Addition, according to plat recorded in Map Book 6, page 145, 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, sub-

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ject 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 Lots No. 33 and/or 41, Riverchase Country Club Subdivision, and Lots No. 2, 3, 20, 26, 33 and/or 34, Riverchase Country Club Subdivision, Second 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

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Treatment System is made available to said Lots No. 33 and/or 41, Riverchase Country Club Subdivision, and Lots No. 2, 3, 20, 26, 33 and/or 34, Riverchase Country Club Subdivision, Second 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; 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 2nd day of June, 1977, for and on behalf of the GRANTOR.

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

Witnesses:

Steve Hunter
HQ Almonhouse

Witnesses:

Randolph H. Jones
Mr. T. H. H.

By: Harbert Construction Corporation
Its Managing Venturer

By E. M. Lifer
Its

GRANTEE

SCOTT & CAFFEY CO. INC.
By: Gregory M. Caffey (V.P.)

19770614000058780 3/4 \$.00
Shelby Cnty Judge of Probate, AL
06/14/1977 12:00:00AM FILED/CERT

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, Donna C. White, a Notary Public in and for said County in said State, hereby certify that Ed W. Dixon, 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 2nd day of June, 1977.

Donna C. White
Notary Public

My commission expires: 1-20-81

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STATE OF ALABAMA)
COUNTY OF)

I, Janet E. Lee, a Notary Public in and for said County in said State, hereby certify that Gerry M. Coffee, 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 6th day of June, 1977.

Janet E. Lee
Notary Public

My commission expires: 3/17/80

19770614000058780 4/4 \$.00
Shelby Cnty Judge of Probate, AL
06/14/1977 12:00:00AM FILED/CERT

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
Ed Lee \$50
1977 JUN 14 PM 2:22 Per 6.00
Thomae A. Snowdon, Jr. Ind 1.00
JUDGE OF PROBATE \$ 7.50