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This instrument was prepared by
Peggy A. Werdehoff, General Attorney
USX Corporation
Fairfield, Alabama 35064

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of the sum of One Hundred Dollars (\$100.00) and other good and valuable consideration paid to USX CORPORATION, a Delaware corporation, hereinafter sometimes called "Grantor", by STEVEN G. MCKINNEY and N. DIANE MCKINNEY, husband and wife, hereinafter sometimes called "Grantees", receipt of which is acknowledged, the said Grantor does hereby grant and convey upon the terms, conditions and limitations hereinafter set forth unto the said Grantees, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, an easement, for septic tank field lines purposes only, over a parcel of land located in the South-West quarter of Section 9, Township 19 South, Range 2 West of the Huntsville Principal Meridian, Shelby County, Alabama, said easement being fifty (50) feet in width along the width of the northern boundary line, said line being two hundred thirty-two and 36/100 feet (232.36), as shown on map marked Exhibit "A" attached hereto and made a part hereof and being more particularly described as follows, to wit

Commence at the southeast corner of the southeast quarter of the southwest quarter of said Section 9, thence run west along the south line of said quarter-quarter section and also along the south line of Lots 22, 21, 20, 19 and 17 of Heatherwood 4th Sector, 2nd Addition as recorded in Map Book 12, Page 80, in the Office of the Judge of Probate, Shelby County, Alabama, for a distance of 1,323.17 feet to the southwest corner of said Lot 17; thence turn an angle to the right of 91° 02' 34" and run in a northerly direction along the west line of said Lot 17 for a distance of 154.23 feet to the northwest corner of said Lot 17; thence turn an angle to the left of 70° 37' 05" and run in a northwesterly direction for a distance of 60.59 feet to the southwest corner of Lot 6 in said Heatherwood 4th Sector, 2nd Addition; thence turn an angle to the right of 30° 30' 24" and run in a northerly direction along the west line of said Lot 6 for a distance of 143.45 feet to the northwest corner of said Lot 6, said corner being the POINT OF BEGINNING; thence turn an angle to the right of 92° 45' 56" and run in an easterly direction along the north line of said Lot 6 for a distance of 232.36 feet to the northeast corner of said Lot 6; thence turn an angle to the left of 90° 00' 00" and run in a northerly direction for a distance of 50.00 feet to a point; thence turn an angle to the left of 90° 00' 00" and run in a westerly direction for a distance of 232.36 feet to a point; thence turn an angle to the left of 90° 00' 00" and run in a southerly direction for a distance of 50.00 feet to the point of beginning.

Said easement described above shall run with the land conveyed to Grantees by Grantor by deed dated June 1, 1989, as recorded in Real Volume 242, Page 776, in the Probate Office of Shelby County, Alabama, said land being described in said deed as Lot 6, according to the survey of Heatherwood, Fourth Sector, Second Addition, as recorded in Map Book 12, Pages 79, 80 and 81 in the Probate Office of Shelby County, Alabama.

301 EAST GLENWOOD DR
HOMERWOOD, AL. 35209

(2)

TO HAVE AND TO HOLD UNTO the said Grantees, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever with every contingent remainder and right of reversion; SUBJECT, however to the following reservations, exceptions, conditions, and restrictions: (1) In the event of the abandonment of said easement or any part thereof for septic tank field lines purposes for a continuous period of twelve (12) months, or in the event that said easement is used for any other purposes whatsoever, title to said easement or part thereof so abandoned or used for such other purposes not permitted herein shall automatically revert to Grantor; (2) This instrument conveys only an easement for the use of the land above-described for the purpose herein stated and conveys no other rights or title in said land, the minerals and mining rights and all other rights and interests in said land being reserved by the Grantor; (3) This easement is subject to all existing electric power transmission lines and other utility lines of any description of Grantor or others on said land and subject to all existing easements, rights-of-way, burdens and encroachments of any and all kinds, whether or not of record, affecting any part of said land; (4) This easement is further subject to applicable zoning and subdivision regulations, taxes for the current tax year, applicable building setback requirements and restrictions as shown by recorded map; restrictions as recorded in Real Volume 199, Page 196, and Real Volume 204, Page 655, in the Probate Office of Shelby County, Alabama; and agreement with Alabama Power Company as recorded in Real Volume 204, Page 661 in the Probate Office of Shelby County, Alabama; (5) The Grantor, its successors and/or assigns, shall have the right to cross, either at grade, above grade or below grade, the easement herein granted with electric power transmission lines, telephone lines, telegraph lines, pipe lines, or other ways of any description, and the right to use said land for any and all purposes so long as such use does not unreasonably interfere with Grantees' use of said land for the purposes herein stated; (6) Said septic tank field lines shall be in accordance with the applicable Shelby County Health Department specifications, and in the installation, maintenance, operation and use thereof the Grantees shall at all times comply with all applicable statutes, ordinances, laws, rules and regulations of governmental authorities; and said septic tank field lines shall not be maintained, operated, or used in such a way as to constitute or create a public or private nuisance or to be in any violation of any statutes, ordinances, laws, rules or regulations of any governmental authorities; and (7) The Grantees shall, at their expense, maintain the surface and subsurface of the above described easement in a condition reasonably satisfactory to Grantor, which maintenance shall include but shall not be limited to drainage and erosion control.

The conveyance of the above-described easement is made upon the covenant and condition that no right of action on account of damage to said septic tank field lines resulting from past underground mining and/or gas or oil producing operations shall ever accrue to or be asserted by the Grantees, Grantees' heirs and assigns, this conveyance being made expressly subject to all such damage, either past or future; and this condition shall constitute a covenant running with the land.

As a condition and covenant of the easement granted herein, Grantees covenant and agree that neither Grantor or any of its affiliated companies shall in any way be liable for any injury or damage whatsoever to persons or property which may result from Grantees' use of the easement conveyed hereunder and/or the lack of safety, latent or patent, of the land upon which said easement herein is granted, and Grantees assume all risk of personal injury and death of Grantees' employees, and/or property damage of the Grantees and its employees, agents and representatives from Grantees' use of said easement.

(3)

The Grantees shall, at their expense, upon completion of construction of said septic tank field lines, and thereafter in their operation and maintenance, cause the destruction or removal from land of Grantor of all debris resulting from such installation, construction, maintenance, operation and use, and the surface of said land shall be restored to and maintained in a condition satisfactory to Grantor.

This easement shall inure to and be binding upon the respective successors, heirs and assigns of the parties hereto, as well as the parties themselves, and Grantor, as used herein, shall apply to and include its subsidiary and associate companies.

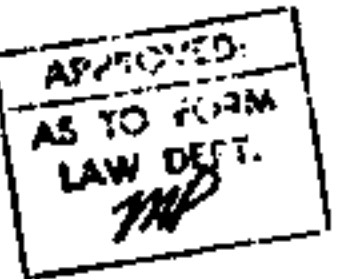
IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name and behalf and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized on this the 20th day of JUNE, 1991.

ATTEST:

USX CORPORATION

Regina A. Waddell
Assistant Secretary

By: T. G. Howard
Its REGIONAL MANAGER - SOUTHEAST



STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that T. G. HOWARD, whose name as REGIONAL MANAGER - SOUTHEAST of USX Realty Development, a Division of U. S. Steel Group, USX Corporation, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 20th day of June, 1991.

Gayla F. Camp
Notary Public

My Commission Expires 9-16-94

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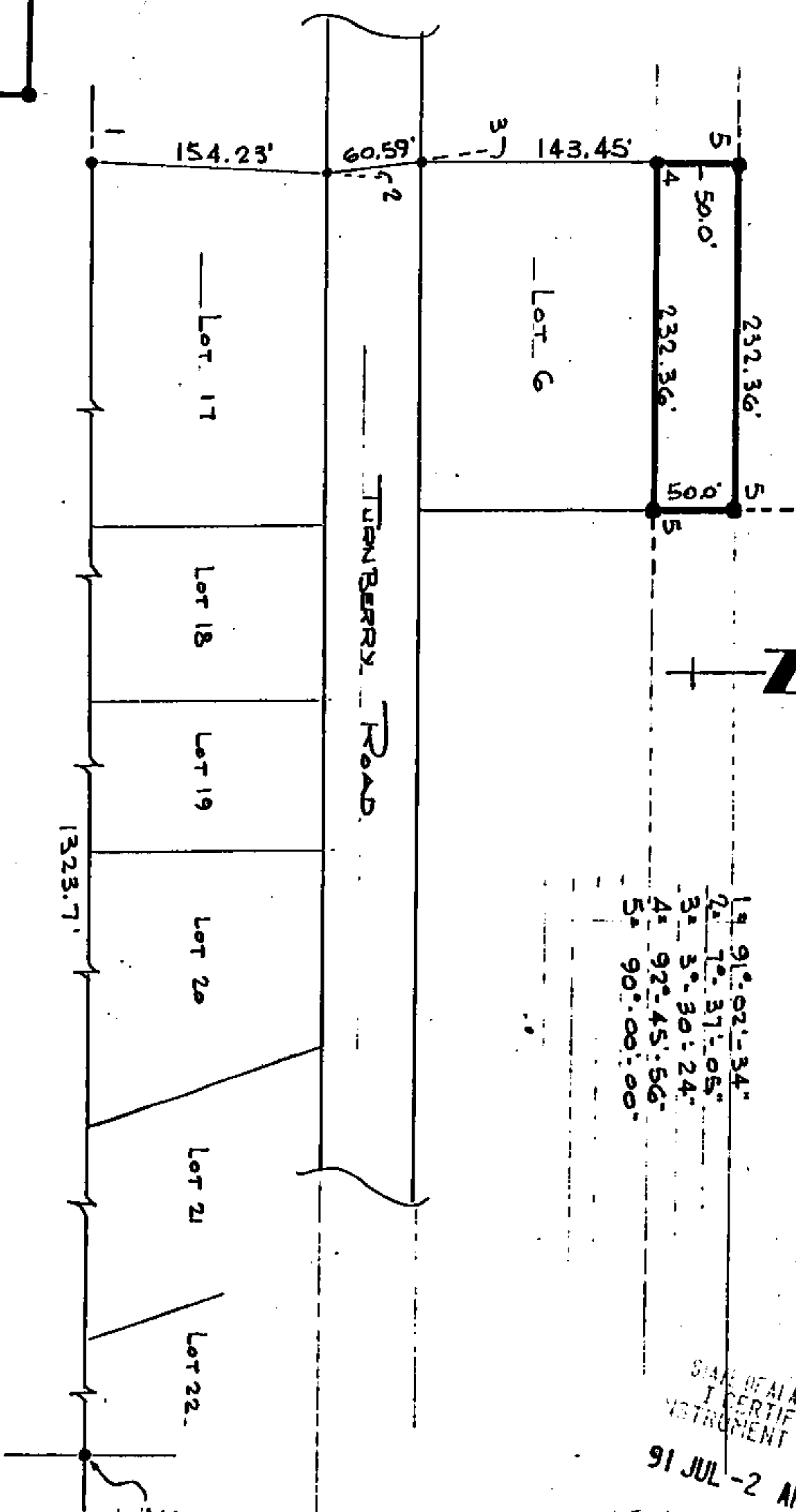


- 1. 91° 02' - 34"
- 2. 7° 37' - 05"
- 3. 3° 30' - 24"
- 4. 92° 45' - 56"
- 5. 90° 00' - 00"

STATE OF ALA. SHERIFF OF
I CERTIFY THIS
INSTRUMENT WAS FILED
91 JUL -2 AM 9:18

JUDGE OF PROBATE

1. Dead Tax	50
2. Mfg Tax	10.00
3. Advertising Fee	3.00
4. Indexing Fee	1.00
5. No Tax Fee	1.00
6. Chapter Fee	1.00
Total	145.50



S.E. CORNER
SE 4 of SW 1/4
S9 - T19S - R22W

50' EASEMENT FOR SEPTIC TANK FIELD LINE PURPOSES ONLY
GRAVATED TO STEVEN G. MCKINNEY AND N. DIANE MCKINNEY BY
USX CORPORATION BY DOCUMENT ATTACHED HERETO.

BOOK 351 PAGE 30
EXHIBIT "A"

001891 USXRD