

This Instrument was prepared by:  
Michael M. Partain, 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 **CHERRY-WALKER CONSTRUCTION, INC.**, an Alabama corporation, hereinafter sometimes called "Grantee", 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 Grantee, its successors and assigns, an easement, for septic tank field lines purposes only, over a parcel of land located in the Northeast quarter of the Southwest quarter of Section 9, Township 19 South, Range 2 West of the Huntsville Principal Meridian, Shelby County, Alabama, as shown on map market **EXHIBIT "A"** attached hereto and made a part hereof and being more particularly described as follows, to wit:

Commence at the Northeast corner of Lot 3, 1st Amended Plat of Heatherwood, 9th Sector, Phase I as recorded in Map Book 19, Page 159, in the Probate Office of Shelby County, located in Columbiana, AL; then run in a Southwesterly direction along the North line of said Lot 3 for a distance of 168.52 feet to the Northwest corner of said Lot 3, said corner being the Point of Beginning of the easement herein described; then continue along the same course for a distance of 40.00 feet; then turn left 88 degrees 57 minutes 03 seconds and run in a Southeasterly direction a distance of 90.00 feet; then turn left 91 degrees 02 minutes 57 seconds and run in a Northeasterly direction a distance of 40.00 feet to the intersection with the West line of said Lot 3; then turn left 88 degrees 57 minutes 03 seconds and run in a Northwesterly direction along the West line of said Lot 3 a distance of 90.00 feet to the Point of Beginning.

Said easement described above shall run with the land conveyed to Grantee by Grantor by deed dated August 10, 1995, as recorded in Real Volume 1995 Page 32132, in the Probate Office of Shelby County, Alabama, said land being described in said deed as Lot 3, according to the First Amended Map of Heatherwood, Ninth Sector, Phase I, as recorded in Map Book 19, Page 159, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD UNTO the said Grantee, its successors and assigns; 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, its successors and assigns; (2) This instrument conveys only an easement for the use of the land above-described for the purpose herein stated

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10:41 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 WCD 19.00

F.A. P.O. Box 10247

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; (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 Grantee's 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 Grantee 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 Grantee shall, at its expense, maintain the surface and subsurface of the above-described easement in a condition 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 Grantee, Grantee's successors 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 against Grantee and all other successors in title.

As a condition and covenant of the easement granted herein, Grantee covenants and agrees 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 Grantee's 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 Grantee assumes all risk of personal injury and death of Grantee's employees, and/or property damage of the Grantee and its employees, agents, and representatives arising from Grantee's use of said easement.

The Grantee shall, at its expense, upon completion of construction of said septic tank field lines, and thereafter in its 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 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 and Grantee have each 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 10<sup>th</sup> day of August, 1995.

ATTEST:

By: Reginald A. Wendeboff  
Assistant Secretary

USX CORPORATION

APPROVED:  
AS TO FORM  
LAW DEPT.  
*MP*

By: B. Howland  
Title: General Manager - Southeast  
USX Realty Development,  
a Division of U. S. Steel Group,  
USX Corporation

ATTEST:

By: \_\_\_\_\_

Title: Secretary

CHERRY-WALKER CONSTRUCTION, INC.

By: James Cherry  
Title: President

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Thomas G. Howard, whose name as General Manager-Southeast of USX Realty Development, a Division of U. S. Steel Group, USX Corporation, a Delaware 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 10<sup>th</sup> day of

August, 1995.

Michael W. Parker  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Feb. 25, 1997.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James Cherry whose name as Pres. of Cherry-Walker Construction, Inc., 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.

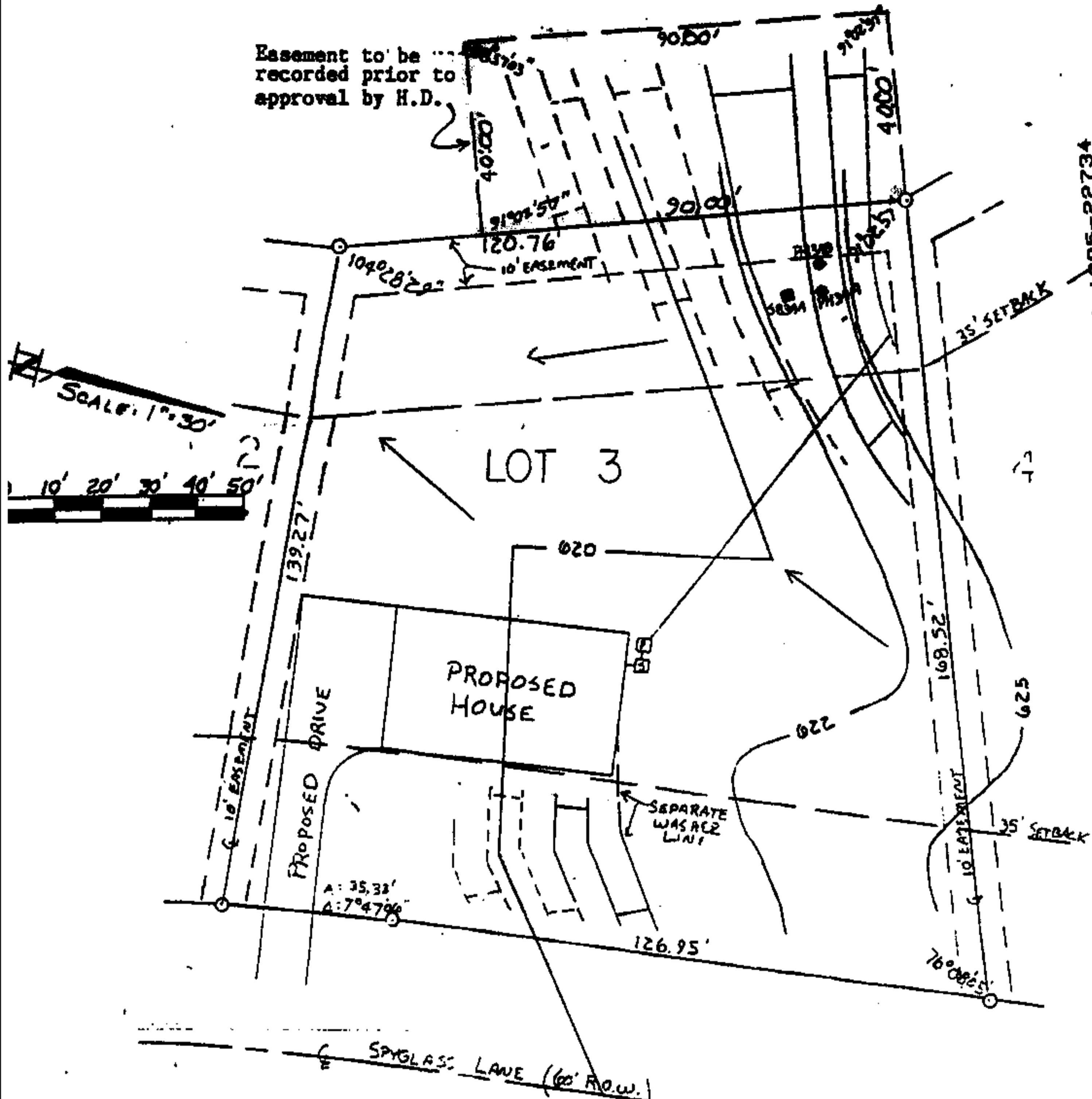
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14<sup>th</sup> day of  
Aug, 1995.

Wm. Howard  
Notary Public

My Commission Expires: 4/11/96

Easement to be recorded prior to approval by H.D.

Inst # 1995-22734



REQUIRED: 308 L.F. Field Lines with Trench 12" Deep and 24" Wide with a minimum of 12" suitable fill material above natural ground over entire system. Min. 1,000 Gal. Septic Tank; 80 L.F. Field Lines to be installed as a separate washer line with Trench 12" Deep and 24" Wide with the same min. 12" cover as described above. This is based on a perc. rate of 17 mpi and a 4 bedroom home.

LEGEND:

- PH3AA Percolation Hole
- SB3AA Soil Bore Location
- Primary On-Site System
- Secondary On-Site System
- Septic Tank
- Drainage Pattern

Prepared for: Cherry-Walker Construct

6600 Davison Road  
Pinson, AL 35126  
681-1116

Prepared By: Robert D. Shaw, PE?LS  
P.O. Box 1844  
Alabaster, AL 35007  
664-3432(0)

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EXHIBIT A