

Upon recording this instrument  
should be returned to:

✓ Jeff & Cindy Mefford

1931 Tiger Walk

Bessemer, AL 35022

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

Inst # 2002-00271

01/02/2002-00271  
02:54 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 CH 26.00

**EASEMENT FOR SEPTIC SYSTEM FIELD LINES**

**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 **HEATHERWOOD HOLDINGS, LLC**, an Alabama limited liability company, hereinafter sometimes called "Grantor", by **JEFF MEFFORD** and wife, **CINDY MEFFORD**, hereinafter sometimes collectively 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, for and during their joint lives and upon the death of either of them, then to the survivor of them, an easement, for septic system field lines purposes only for one (1) single family dwelling only, over a parcel of land located in the Northwest 1/4 of the Southwest 1/4 quarter of Section 9, Township 19 South, Range 2 West of the Huntsville Principal Meridian, Shelby County, Alabama, said easement being of varying widths, as shown on map marked **EXHIBIT "A"** and being more particularly described on **"EXHIBIT B"** attached hereto and made a part hereof.

Said easement described above shall run solely with the land conveyed to Grantee by **UNITED STATES STEEL LLC** by deed dated August 14, 2001, recorded as Instrument No. 2002-00272 in the Probate Office of Shelby County, Alabama, said land being described in said deed as Lot 22, according to the Survey of Heatherwood, 8th Sector, Phase I, as recorded in Map Book 16, Page 118, in the Probate Office of Shelby County, Alabama, solely for septic system field line purposes for one (1) single family dwelling.

**TO HAVE AND TO HOLD UNTO** the Grantee, 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, **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 and conveys no other rights or title in said land; (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, including use as a golf course, so long as such use does not unreasonably interfere with Grantee's use of said land for the purposes herein stated; (6) Said septic system 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 system 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 in compliance with the Best Management Practices of the Alabama Department of Environmental Management.

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 licensees or invitees, and/or property damage of the Grantee and its licenses or invitees arising from Grantee's use of said easement. Grantee covenants and agrees to fully indemnify and hold harmless Grantor from any claims, demands, judgments, injuries, and damages, including payment of Grantor's attorney's fees, arising from Grantee's use of the easement conveyed hereunder.

The Grantee shall, at its expense, upon completion of construction of said septic system 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 on this the 21<sup>st</sup> day of December, 2001.

GRANTOR:

HEATHERWOOD HOLDINGS, LLC

By: [Signature]

Its: Member, Vice President

GRANTEE:

JEFF MEFFORD

(Signature) [Signature]

CINDY MEFFORD

(Signature) Cindy Mefford

STATE OF ALABAMA )

COUNTY OF Shelby )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Bill Ochsenhirt, whose name as member, Vice President of Heatherwood Holdings, LLC, an Alabama limited liability company, 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28<sup>th</sup> day of November, 2001.

Angela Howard  
Notary Public

[SEAL]

My Commission Expires: MY COMMISSION EXPIRES SEPTEMBER 24, 2005

STATE OF ALABAMA )

COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jeff Mefford whose name 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 executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21<sup>st</sup> day of December, 2001.

Wini H. Hurd

Notary Public

[SEAL]

My Commission Expires: 4/21/01

STATE OF ALABAMA )

COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Cindy Mefford whose name 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, she executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21<sup>st</sup> day of December, 2001.

Wini H. Hurd

Notary Public

[SEAL]

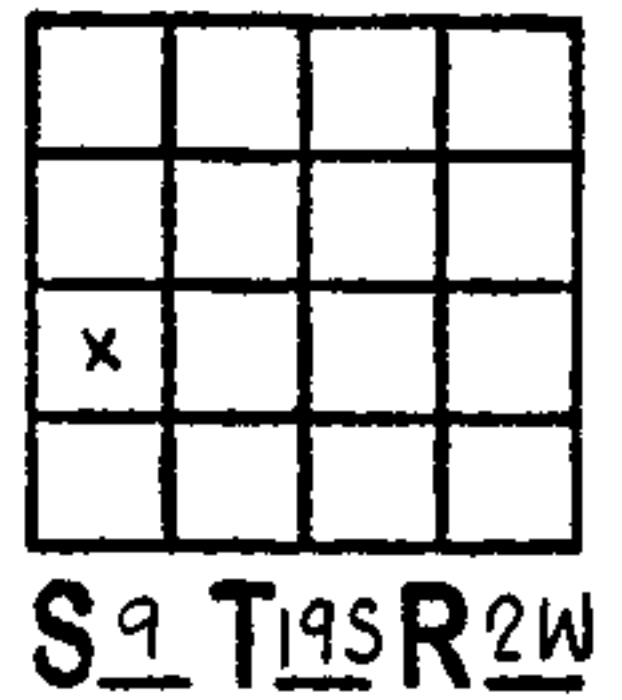
My Commission Expires: 4/21/01



SHELBY COUNTY, ALABAMA

- 1 =  $41^{\circ}-16'-13''$
- 2 =  $89^{\circ}-26'-30''$
- 3 =  $67^{\circ}-37'-48''$
- 4 =  $55^{\circ}-51'-53''$

LOT 22  
HEATHERWOOD  
8<sup>TH</sup> SECTOR  
PHASE I  
MB16, PG 118  
SHELBY CO. ALABAMA



EASEMENT FOR SEPTIC SYSTEM FIELD LINES

EXHIBIT "A"

091201

## **EASEMENT FOR HEATHERWOOD SEPTIC SYSTEM FIELD LINES**

### **LOT #2, SECTOR 8, PHASE I**

Tract of land being an easement for primary and expansion field lines for sewer septic system situated in the Northwest 1/4 of the Southwest 1/4 of Section 9, Township 19 South, Range 2 West of the Huntsville Principal Meridian, Shelby County, Alabama, and being more particularly described as follows:

**BEGIN** at the most Easterly corner of Lot 22 of Heatherwood 8th Sector, Phase I, as recorded in Map Book 16, page 118, Shelby County, Alabama, and run Northwesterly along the rear lot line of said Lot 22, 120.49 feet to the most Northerly corner of said Lot 22; thence right 41°-16'-13" and run Northerly 91.93 feet; thence right 89°-26'-30" and run Easterly 62.43 feet; thence right 67°-37'-48" and run Southeasterly 130.0 feet; thence right 55°-51'-53" and run Southwesterly 71.72 feet more or less to the **POINT OF BEGINNING**.

**EXHIBIT B** 2002-00271

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