

STATE OF ALABAMA)
COUNTY OF SHELBY)

760



19761026000103000 1/2 \$.00
Shelby Cnty Judge of Probate, AL
10/26/1976 12:00:00AM FILED/CERT

E A S E M E N T

THIS INDENTURE made and entered into this 26 day of October, 1976, by and between the undersigned, HARRY W. DEARING, JR., and wife, SYBIL B. DEARING, (hereinafter referred to as "Grantors") and J. HARRIS DEVELOPMENT CORPORATION, (hereinafter referred to as "Grantee"),

WHEREAS, the undersigned Grantee has, commensurate with the execution of this Agreement, purchased seventy (70) acres of real property owned by the Grantors herein and contiguous to the property across which this easement is granted, and

WHEREAS, the Grantee desires to use the property that they are purchasing for residential development and it is necessary to install sewers across the property owned by Grantors as part of said development, and

WHEREAS, the granting of this easement was part and parcel of the consideration of Grantee purchasing the aforementioned additional property from the Grantors:

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the undersigned Grantors do hereby grant and convey unto the Grantee, its licensees, successors and assigns an exclusive right-of-way and easement 20 feet in width for the erection and continued operation, maintenance, repair, alteration, inspection and replacement of sanitary sewers over and across the property owned by the undersigned Grantors and described as follows:

A 20.00 foot wide easement for a part of sanitary sewer line S-3, Dearing Downs Subdivision. Said easement being situated in Section 22, Township 20 South, Range 3 West, Shelby County, Alabama, and more particularly described as being 10.0 feet wide on each side of the following described centerline. Commence at the Northeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section; thence run in a Westerly direction along the North line thereof, a distance of 211.95 feet to the point of beginning of the centerline of said easement; thence an angle left of 100 degrees 43' 46" and run in a South-easterly direction a distance of 184.0 feet more or less; thence left in a Southeasterly direction a distance of 188.0 feet more or less to the end of said centerline at a point on the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section, a distance of 232.0 feet South of the Northeast corner thereof,

together with all rights of ingress and egress necessary for the full and complete use, occupation and enjoyment of the easement hereby granted and all rights and privileges incident thereto, including the right from time to time for the purpose of repair or replacing or relocating the said sewer at a location to be selected by the Grantors as hereinabove set out.

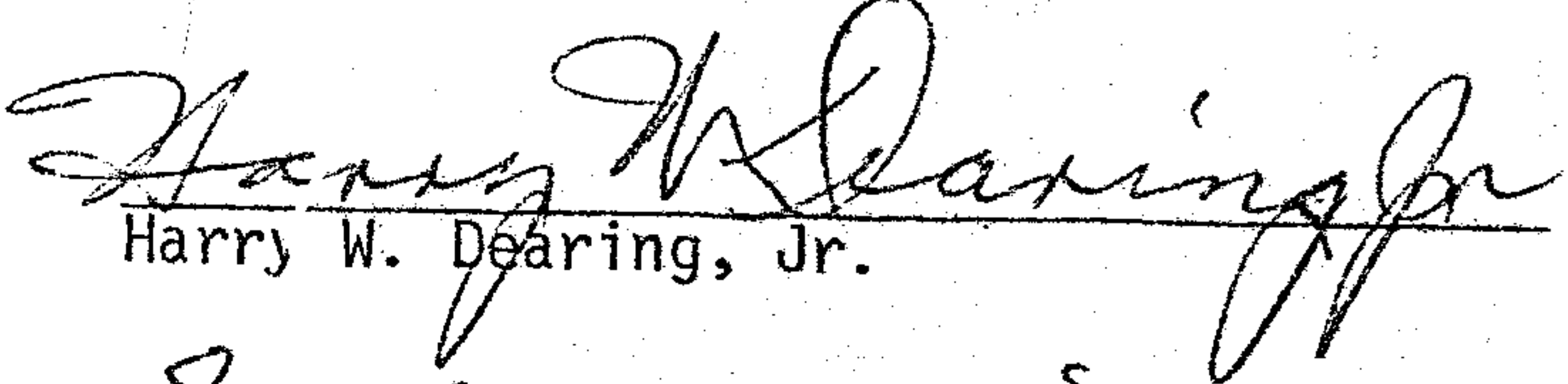
It is further understood and agreed that the Grantors do hereby grant to the Grantee the right to construct a 50 foot roadway through the property being mortgaged this day by Grantee to Grantors, with the understanding said easement shall be used for the purpose of ingress and egress and for installation of utility lines, and the same shall enter said property mortgaged at the northeast corner thereof and run from Shelby County Highway #52 in a southwesterly and southerly direction and generally parallel to the west boundary of said property

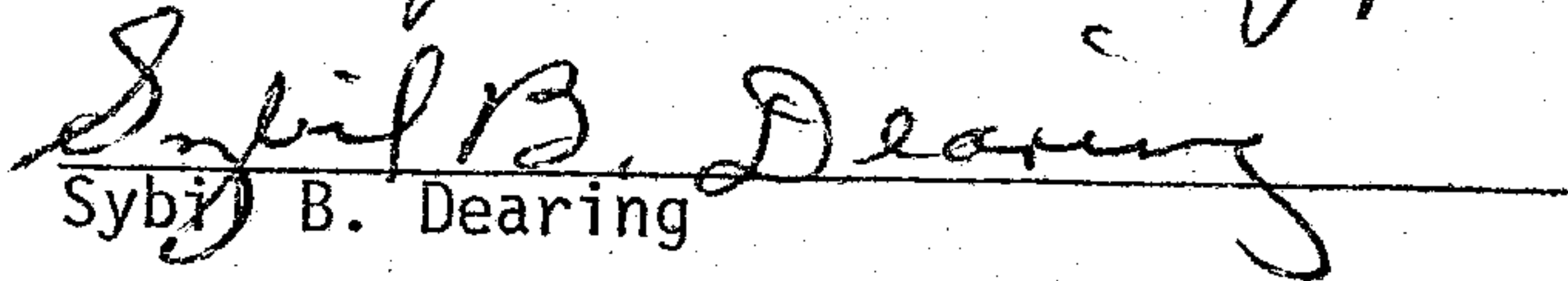
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being mortgaged and being located approximately 330 feet west from the east line of property mortgaged so as to encompass the existing Helena Water Main within said easement.

Grantee shall give to the Grantors sixty (60) days' written notice prior to initiating any construction on said easement to permit removal of merchantable timber by Grantors.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the day and year first before written.


Harry W. Dearing, Jr.


Sybil B. Dearing

STATE OF ALABAMA)
COUNTY OF SHELBY)

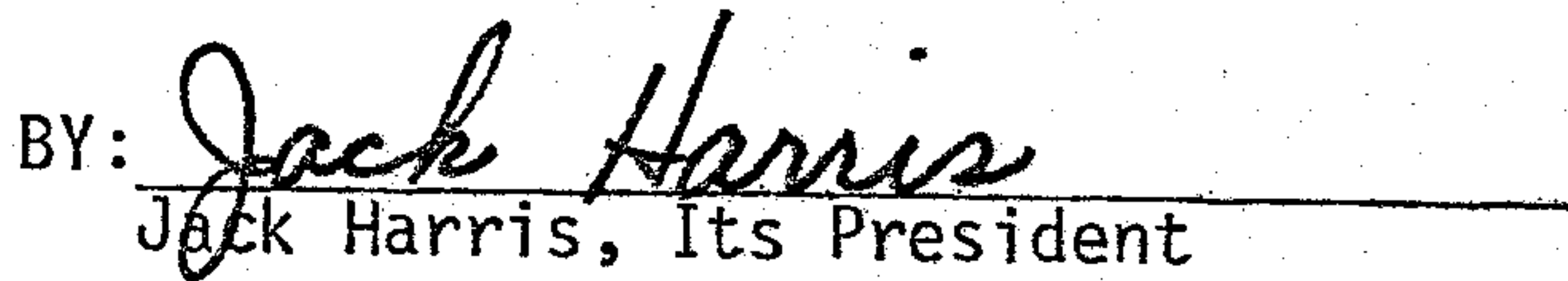
I, the undersigned a Notary Public in and for said County and State, hereby certify that Harry W. Dearing, Jr., and wife Sybil B. Dearing, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26 day of October, 1976.


Notary Public

My Commission Expires May 17, 1988

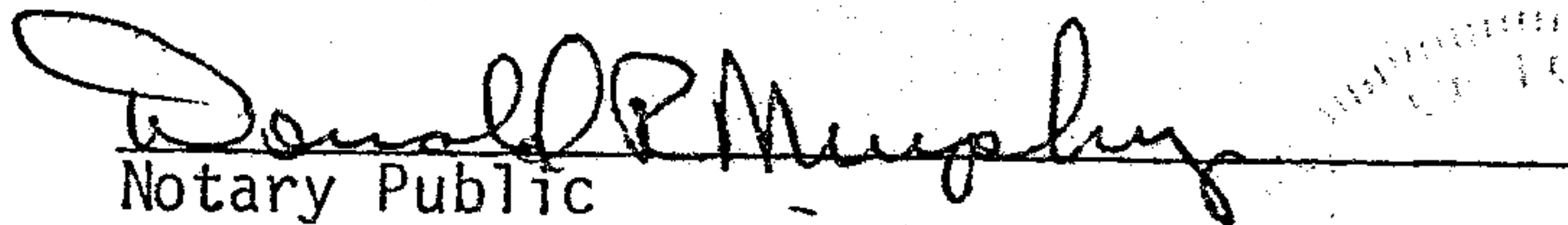
J. HARRIS DEVELOPMENT CORPORATION

BY: 
Jack Harris, Its President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned a Notary Public in and for said County and State, hereby certify that Jack Harris, whose name as President of J. Harris Development 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 such instrument, he, as such officer and will full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 26th day of October, 1976.


Notary Public


19761026000103000 2/2 \$.00
Shelby Cnty Judge of Probate, AL
10/26/1976 12:00:00AM FILED/CERT

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1976 OCT 26 AM 11:08
Lead Not 504
JUDGE OF PROBATE
