

1752

This instrument was prepared by
Harold H. Goings, Attorney-at-Law
2100-16th Avenue South
Birmingham, AL 35205

EASEMENT FOR INGRESS AND EGRESS

STATE OF ALABAMA:

SHELBY COUNTY:

This agreement made on the 9th day of February, 1987, by and between J. Harris Development Corporation, (hereinafter referred to as party of the first part) and Thomas H. Dorer and Elizabeth W. Dorer (hereinafter referred to as party of the second part).

WITNESSETH, that in consideration of One and no/100 Dollars (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the party of the first part, for itself, its heirs and assigns, grant and convey unto party of the second part, their heirs and assigns, an easement in, to, upon and over that certain roadway situated in Shelby County, Alabama, and described as follows:

Commence at the Southeast corner of Lot 2 of Dearing Downs Subdivision, 7th Addition as recorded at the Shelby County Probate Records in Map Book 9, Page 177; run thence North 0 degrees, 01' 44" West along the East line of said Lot 2 for 36.0 feet to the point of beginning; run thence North 74 degrees 12' East for 51.97 feet to the North right of way of Dearing Downs Drive; run thence in a northeasterly direction along said North right of way and a curve to the left, having a radius of 821.94 feet for an arc length of 30.19 feet; run thence South 74 degrees 12' West for 72.72 feet to the East line of said Lot 2; run thence South 0 degrees 01' 44" East along said East line for 17.0 feet to the point of beginning.

Said land being in the Northwest Quarter of Section 23, Township 20 South, Range 3 West

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B'ham Title

of the Huntsville Principle Meridian, Shelby
County Alabama.

Said easement is given for the sole purpose
of ingress and egress and it is agreed and understood
that it is not to be construed as an easement given to
the exclusion of the party of the first part, its heirs
and assigns, or to others later granted a similar
right.

The party of the second part, their heirs and
assigns, covenant with the party of the first part, its
heirs and assigns, to at all times maintain and make
necessary repairs, at their own expense, should the
roadway require same for its proper upkeep and mainte-
nance.

TO HAVE AND TO HOLD to the said right-of-way
unto the party of the second part their heirs and
assigns forever and the same is to run with the land.

IN WITNESS WHEREOF, the parties hereto have
duly executed this agreement on the date recited herein
above.

J. HARRIS DEVELOPMENT
CORPORATION

By: Jack D. Harris
Jack D. Harris
President

Thomas H. Dorer
Thomas H. Dorer

Elizabeth W. Dorer
Elizabeth W. Dorer

STATE OF ALABAMA:
COUNTY OF

I, the undersigned, a Notary Public, in and
for said County in said State, hereby certify that Jack
D. Harris, whose name as President of J. Harris Devel-
opment Corporation, is signed to the foregoing
conveyance, being informed of the contents of the said
instrument, he, as such officer and with full authori-
ty, executed the same voluntarily, for and as the act
of said corporation, on the day the same bears date.

Given under my hand and official seal this
the 9th day of February, 1987.

Dale B. Grapp
Notary Public



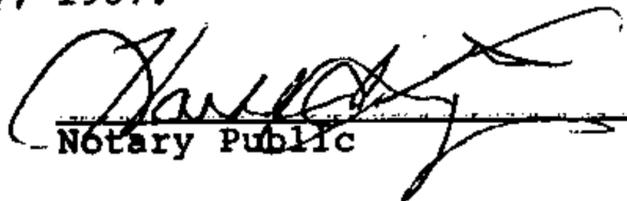
MY COMMISSION EXPIRES AUGUST 15, 1987

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STATE OF ALABAMA:
COUNTY OF

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Thomas H. Dorer and wife, Elizabeth W. Dorer, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that being informed of the contents of the conveyance they executed the same voluntarily, on the day the same bears date.

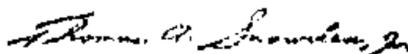
Given under my hand and official seal this the 4th day of February, 1987.


Notary Public

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STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

1987 FEB 20 AM 11: 07


JUDGE OF PROBATE

1. Seal Tax	2.50
2. Mig. Tax	
3. Recording Fee	7.50
4. Indexing Fee	1.00
TOTAL	9.00