

292

CORRECTIVE EASEMENT FOR INGRESS AND EGRESS

STATE OF ALABAMA |
COUNTY OF SHELBY |

This agreement, made on the 9th day of November, 1990, by and between J. HARRIS DEVELOPMENT CORPORATION, (hereinafter referred to as party of the first part) and THOMAS H. DORER and wife, ELIZABETH W. DORER (hereinafter referred to as party of the second part).

WITNESSETH, that in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable considerations, 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:

BOOK 318 PAGE 374

Commence at the Southeast corner of Lots 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°01'44" West along the East line of said Lot 2 for 166.77 feet to the point of beginning; run thence North 74°12' East for 51.97 feet to the North right of way line of Dearing Downs Drive; thence run 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°12' West for 72.72 feet to the East line of said Lot 2; run thence South 0°01'44" East along said East line for 17.0 feet to the point of beginning; said land being in the Northwest ¼ of Section 23, Township 20 South, Range 3 West, 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 maintenance.

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

**This easement is given to correct the legal description of the property shown in easement as recorded in Real Volume 116, Page 106, in the Probate Office of Shelby County, Alabama.

James A. Hallinan

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

J. HARRIS DEVELOPMENT CORPORATION

BY:

JACK A. HARRIS, VICE PRESIDENT

THOMAS H. DORER

ELIZABETH W. DORER

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

90 NOV 14 AM 11:02

JUDGE OF PROBATE

STATE OF ALABAMA

COUNTY OF JEFFERSON

1. Deed Tax	-----	\$ NO TAX PD.
2. Mtg. Tax	-----	\$
3. Recording Fee	-----	\$ 5.00
4. Indexing Fee	-----	\$ 3.00
5. No Tax Fee	-----	\$ 7.00
6. Certified Fee	-----	\$ 1.00
Total	-----	\$ 16.00

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Jack A. Harris, whose name as Vice President of J. HARRIS DEVELOPMENT CORPORATION, an Alabama Corporation, is signed to the foregoing easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of this easement, 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 official seal, this the 9th day of November, 1990.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 4/1/94

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned authority, 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 this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 9th day of November, 1990.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 4/1/94

This instrument was prepared by:
JAMES A. HOLLIMAN ATTORNEY
3821 Lorna Road, Suite 110
Birmingham, AL. 35244