

9412
STATE OF ALABAMA)

SHELBY COUNTY)

WHEREAS, Helen Stinson Lyon and husband, Gordon Lyon, hereinafter called party of the first part, heretofore executed a deed to James D. Dove and wife, Patricia Dove, hereinafter called party of the second part, to a certain lot or parcel of land situated in Shelby County, Alabama, described as follows:

Commence at the NW corner of S $\frac{1}{2}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 5, Township 21 South, Range 1 East; thence run East along the North line of said S $\frac{1}{2}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ a distance of 59.10 feet to the East R.O.W. line of County Hwy No. 55; thence turn an angle of 95 deg. 25' to the right and run along said R.O.W. a distance of 80.30 feet to the point of beginning; thence turn an angle of 95 deg. 25' to the left and run a distance of 271.38 feet; thence turn an angle of 90 deg. 00' to the right and run a distance of 154.50 feet; thence turn an angle of 90 deg. 00' to the right and run a distance of 287.47 feet to the East R.O.W. line of said Hwy No. 55; thence turn an angle of 95 deg. 56' to the right and run along said R.O.W. line a distance of 155.60 feet to the point of beginning. Situated in the S $\frac{1}{2}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 5, Township 21 South, Range 1 East, Shelby County, Alabama.

which said deed is dated October 25, 1967 and recorded in the Probate Office of Shelby County, Alabama in Deed Book 250, page 587, and

WHEREAS, there is no well situated on said above described property, and

WHEREAS, party of the first part is the owner of contiguous land upon which there is situated a well of water, and

WHEREAS, parties hereto are desirous of securing to the owners of the above described property the right to obtain water from the well situated on the property of party of the first part, and the right to install, repair, and maintain a water pipe or water pipes to said well;

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) to party of the first part, in hand paid by party of the second part, the receipt of which is acknowledged, party of the first part does hereby grant unto party of the second part, their heirs and assigns, the right to take and use water from said well for the above described lot, in common with the owners of the property now owned by party of the first part, their heirs and assigns. Party of the second part shall ^{further} have the right and privilege, together with the party of the first part and such other persons as may be designated

by party of the first part, to connect to the pump now located at said well, and to lay water pipes over and across a strip of land five feet wide measuring 2½ feet on either side of a center line described as follows:

Beginning at the Well of party of the first part, which well is situated approximately 70 feet North of the above described property, and extending Southerly 70 feet, more or less, to the above described property, as said pipeline is now located.

It is agreed and understood that as a part of the consideration for the grant of this easement and water right, party of the second part, their heirs and assigns, assume and agree to pay the entire cost of electricity and cost of maintaining, repairing and/or replacing said pump.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 12 day of March, 1968.

Helen Stinson Lyon
Helen Stinson Lyon
Gordon Lyon
Gordon Lyon
(PARTY OF THE FIRST PART)
James D. Dove
James D. Dove
Patricia I. Dove
Patricia Dove
(PARTY OF THE SECOND PART)

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
1968 MAR 12 PM 4: 5
U.C. FILE NUMBER OF DOVE
REC. BK & PAGE AS SHOWN ABOVE
JUDGE OF PROBATE
Conced. H. Stinson

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Helen Stinson Lyon, Gordon Lyon, James D. Dove and Patricia Dove, whose names are signed to the foregoing Easement, and who are known to me, acknowledged before me on this day that, being informed of the contents of this Easement, they executed the same voluntarily on the day the same bears date.

Given under my hand this 12 day of March, 1968.

Frank Ellis, Jr.
Notary Public