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STATE OF ALABAMA

SHELBY COUNTY

TERMINATION, RELEASE, AND EXTINGUISHMENT OF EASEMENT

This Termination, Release, and Extinguishment of Easement given and executed by Maurice A. Costes, an unmarried man, 2571 29th Street West, Birmingham, Alabama 35208, hereinafter referred to as "Grantor", and Curtis Collins and wife, Charlotte Collins, 121 Shaw Lane, Wilsonville, Alabama 35186, hereinafter referred to as "Grantees",

On July 1, 1960, Spencer C. Box and Marcella A. Box granted and conveyed to Maurice A. Costes and wife, E. Vernell Costes, an easement for certain property as recorded in Deed Book 210, pages 76-78, Office of Judge of Probate of Shelby County, Alabama, the said Maurice A. Costes and E. Vernell Costes having subsequently divorced, and said E. Vernell Costes having conveyed her interest in said property to Maurice A. Costes, and

Grantor herein declares and acknowledges that the said easement is no longer necessary for the use and benefit of his property, and in fact, may be detrimental to said property, and grantees herein desire that said encumbrance be removed from their property.

NOW, THEREFORE, in consideration of the mutual covenants herein, and One Dollar (\$1.00) and other good and valuable consideration, in hand paid by grantees, Curtis Collins and wife, Charlotte Collins, to grantor, Maurice A. Costes, the receipt of which is hereby acknowledged, grantor, Maurice A. Costes, does by these presents, terminate, release, and forever extinguish the following described easement, and does further grant, bargain, sell and convey unto Curtis Collins and wife, Charlotte Collins, as grantees, their heirs and assigns, all of the right, title, and interest to the said property, which is more particularly described as follows:

A perpetual easement in and to a well across the County Road in front of the residence of the real estate described in said Deed Book 210, pages 76-78, Office of Judge of Probate of Shelby County, Alabama, with the right to install water system and pump, to connect repairs to pump and dig said well deeper and to maintain well house with full right of ingress and egress from the property therein conveyed to the said well and a sufficient amount of ground around the same to maintain and service all facilities thereunto appertaining, which easement shall run with the land thereby conveyed and on which said well is situated.

121. Shaw Lane

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TO HAVE AND TO HOLD all and singular the above described real property, together with the appurtenances belonging to such property to grantees, their heirs and assigns forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 21<sup>st</sup> day of ~~April~~ May, 1991

*May*

*Maurice A. Costes*

Maurice A. Costes

STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Maurice A. Costes, whose name signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 21<sup>st</sup> day of May, 1991.

*Paula R. Thompson*

Notary Public

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NOTARY PUBLIC  
SHELBY COUNTY, ALA.  
INSTRUMENT NO. 1111

91 SEP -5 AM 10:42

JUDGE OF PROBATE

1. Seal Tax	
2. Mig. Tax	
3. Recording Fee	5.00
4. Indexing Fee	2.00
5. No Tax Fee	
6. Certified Fee	1.00
Total	9.00