

STATE OF ALABAMA
COUNTY OF Shelby

GRANT OF EASEMENT FOR INGRESS, EGRESS AND UTILITIES

KNOW ALL PERSONS BY THESE PRESENTS, That in consideration of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration, in hand paid to the undersigned Grantor(s) by the Grantee(s) herein, the receipt of which is hereby acknowledged, I/we
Lemuel Goode and Clara Sue Goode, husband and wife

the Grantor(s) do hereby bargain, sell, grant and convey unto

E. B. Capps and Louise Capps

the following perpetual easement for the purpose of ingress, egress, and maintenance of a water line supplying water to the adjacent property owned by Grantee(s), over and across that certain parcel of land described hereinafter, being situated in **Shelby County, Alabama**

TO-WIT:

Legal Description as per Deed Recorded in Real 209, Page 267, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD unto said Grantee(s), his, her or their heirs and assigns forever.

It is expressly understood that the easement and rights granted and conveyed herein is a non exclusive easement and that the Grantor(s), his/her/their heirs and/or assigns reserve the right to continue to use the perpetual easement granted herein from now and for evermore, so long as such does not interfere with the Grantee(s) peaceful enjoyment of said easement subject to the stipulation contained hereinafter. It is further understood and agreed that Grantor(s) her/his/their successors and/or assigns shall not be responsible in any way whatsoever for maintenance of said water line.

This conveyance is subject to the following stipulation: Grantee(s), her/his/their successors and/or assigns, do hereby agree that should the property over which this easement is conveyed be subdivided and/or developed into multiple lots and should such subdivision and or development necessitate in the sole opinion of the Grantor(s), her/his/their successors and or assigns the removal of the water line for which this easement is granted, then Grantee(s), her/his/their successors and/or assigns shall remove the said water line to a location satisfactory to the Grantor(s) her/his/their successors and/or assigns at Grantee(s) sole expense.

And I/we do for myself/ourselves and for my/our heirs, executors and administrators, covenant with said Grantee(s), his/her/their heirs and/or assigns, that I/we am/are lawfully seized with the property described hereinabove, and that it is free from all encumbrances, unless otherwise stated hereinabove, and that I/we have good right to convey said easement and right of way, and that I/we will, and my/our heirs and/or assigns shall warrant and defend the same to said Grantee(s), his/her/their heirs and assigns forever against the lawful claims of all persons.

Inst # 1994-20465

06/28/1994-20465
02:00 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.50

Inst # 1994-20465

Beale & Associates

IN WITNESS WHEREOF, I/we have hereunto set my/our hand(s)
and seal(s) this **15th** day of **June, 1994**.

Lemuel H. Goode
Lemuel Goode

Clara Sue Goode
Clara Sue Goode

**STATE OF ALABAMA:
COUNTY OF SHELBY:**

I, the undersigned, a Notary Public in and for said County,
in said State, hereby certify that **Lemuel Goode and Clara Sue
Goode, husband and wife**, whose name(s) is/are signed to the
foregoing perpetual easement and right of way for ingress,
egress and utilities, and who is/are known to me, acknowledged
before me on this day, that, being informed of the contents of
this conveyance, he/she/they executed the same voluntarily on
the day the same bears date.

Given under my hand and official seal this **15th** of **June, 1994**.

Marjorie P. Archer
Notary Public
My Commission Expires: **4-6-96**

✓ THIS INSTRUMENT PREPARED BY:
W. Russell Beals, Jr., Attorney at Law
BEALS & ASSOCIATES, P.C.
#10 INVERNESS CENTER PARKWAY
SUITE 110
BIRMINGHAM, ALABAMA 35242-4818
(205)991-9344

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