

EASEMENT AGREEMENT FOR INGRESS/EGRESS
AND CROSS-PARKING

STATE OF ALABAMA

COUNTY OF SHELBY

This EASEMENT AGREEMENT FOR INGRESS/EGRESS AND CROSS-PARKING (“*Agreement*”) is made and entered into this the 25th day of February, 2022, by and between **DAVID W. BISHOP and MARGARET S. BISHOP**, hereinafter referred to as Owner of Parcel A, **HMS, LLC** hereinafter referred to as Owner of Parcel B, **RIHA DEVELOPMENT, LLC** hereinafter referred to as Owner of Parcel C.

WITNESSETH:

WHEREAS, the Owner of Parcel A is the owner of the following described property situated in **Shelby** County, Alabama, viz:

A parcel of land in the SW ¼ of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows: Commence at the Southwest corner of said Section 13; thence run East along the South ¼ line 1787.69 feet; thence turn left 90 degrees 00 minutes 00 seconds and run North 1967.58 feet to the point of beginning; thence turn right 45 degrees 02 minutes 02 seconds and run Northeast 178.61 feet; thence turn right 71 degrees 07 minutes 17 seconds and run southeast 88.82 feet; thence turn right 85 degrees 30 minutes 00 seconds and run Southwest 169.52 feet; thence turn right 94 degrees 30 minutes 00 seconds and run Northwest 159.91 feet to the point of beginning.

Property Address: 891 Yeager Parkway, Pelham, AL 35124
Parcel No.: 13-6-13-3-001-027.026

and,

WHEREAS, the Owner of Parcel B is the owner of the following described property situated in Shelby County, Alabama, viz:

A parcel of land situated in the SW ¼ of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows: Commence at the Southwest corner of said Section 13, thence run East along the South section line 1787.69 feet; thence turn left 90°00'00" and run North 1967.61 feet; thence turn right 116°09'19" and run southeast 159.91 feet to the point of beginning; thence continue last course 135.71 feet to a point on the Westerly right of way of Yeager Parkway (70 foot right of way); thence turn left 96°39'25" and run Northeast, 17.84 feet to the point of a clockwise curve having a delta angle of 3°02' 47" and a radius of 2856.84 feet; thence continue Northeast along the arc of said curve and right of way 151.90 feet; thence turn left 86°23' 22" from tangent; and run Northwest 133.34 feet ; thence turn left 90°30'00" and run Southwest 169.52 feet to the point of beginning. The Southwest property line of the above described parcel is the center line of a 30 foot easement for ingress, egress and utilities.

Property Address: 875 Yeager Parkway, Pelham, AL 35124
Parcel No.: 13-6-13-3-001-027.013

and,

WHEREAS, the Owner of Parcel C are the owners of the following described property situated in Shelby County, Alabama, viz:

A parcel of land in the East Half of the SW 1/4 of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows:
Commence at the Southwest corner of said Section 13; thence run East along the South Section line 411.97 feet; thence turn left 55 degrees 30 minutes 58 seconds and run Northeast 2262.67 feet to the point of beginning; thence continue last course 30.74 feet to a manhole; thence turn right 10 degrees 33 minutes 00 seconds and run Northeast 109.18 feet; thence turn right 71 degrees 07 minutes 17 seconds and run Southeasterly 295.62 feet to a point on the Westerly right of way of Yeager Parkway; thence turn right 83 degrees 20 minutes 35 seconds and run Southwest along said right of way 134.63 feet; thence turn right 96 degrees 39 minutes 25 seconds and run Northwest 351.01 feet to the point of beginning.
Situating in Shelby County, Alabama.

Property Address: **875 Yeager Parkway, Pelham, AL 35124**
Parcel No.: **13-6-13-3-001-027.000**

WHEREAS, there is presently located on the properties of Owner of Parcel A, Owner of Parcel B and the Owner of Parcel C, a common driveway, parking lot(s) and access easement which services the properties of the parties hereto, collectively hereinafter referred to as the Common Driveway; and,

WHEREAS, the Owner of Parcel A has agreed to grant and convey to the Owner of Parcel B and Owners of Parcel C, the right to use such Common Driveway for ingress and egress to their property; and,

WHEREAS, the Owner of Parcel B has agreed to grant and convey to the Owner of Parcel A and Owners of Parcel C, the right to use such Common Driveway for ingress and egress to their property; and,

WHEREAS, the Owner of Parcel C, have agreed to grant and convey to the Owner of Parcel A and the Owner of Parcel B, the right to use such Common Driveway for ingress and egress to their property.

WHEREAS, the parties hereto believe it to be mutually beneficial to share in the expense of maintaining the Common Driveway now located on the above-described properties.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein expressed, the parties hereto agree as follows:


1. The Owner of Parcel A hereby grants, bargains, sells and conveys to the Owner of Parcel B and the Owner of Parcel C, the non-exclusive right of ingress and egress along the Common Driveway now situated on the property owned by the Owner of Parcel A.
2. The Owner of Parcel B hereby grants, bargains, sells and conveys to the Owner of Parcel A and the Owners of Parcel C, the non-exclusive right of ingress and egress along the Common Driveway now situated on the property owned by the Owner of Parcel B.
3. The Owner of Parcel C, hereby grants, bargains, sells and conveys to the Owner of Parcel A and Owner of Parcel B, the non-exclusive right of ingress and egress along the Common Driveway now situated on the properties owned by the Owners of Parcel C.
4. The Owner of Parcel A, Owner of Parcel B and Owner of Parcel C shall be responsible for maintaining the Common Driveway in good condition and repair, including (i) keeping the area free of any obstructions at all times, except in the event of emergencies; (ii) removing trash and debris; and (iii) resurfacing, repairing and replacement of surfaces. The expense for maintenance of the Common Driveway shall be divided among the Owners in proportion to the number of square feet of the Common Driveway lying within the each Owner's parcel. The Owners agree that the duty to contribute to the maintenance of the Common Driveway as herein described shall be enforceable through a court of law or equity.
5. Neither the Owner of Parcel A, Owner of Parcel B nor the Owner of Parcel C, will undertake any improvement or maintenance of said Common Driveway without the consent and approval of the other parties hereto.


6. This Agreement shall run with the lands described herein and shall inure to the benefit and be binding upon the heirs, transferees, successors and assigns of the parties hereto.

The purpose of this easement is to grant and convey the same easement as the previously styled "Easement Agreement" as recorded on 11/14/1994, in Instrument #19941114000339031 (Book 1994-33903) which inadvertently omitted the legal descriptions of the parties therein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 25th day of February, 2022.

OWNER OF PARCEL A:


DAVID W. BISHOP

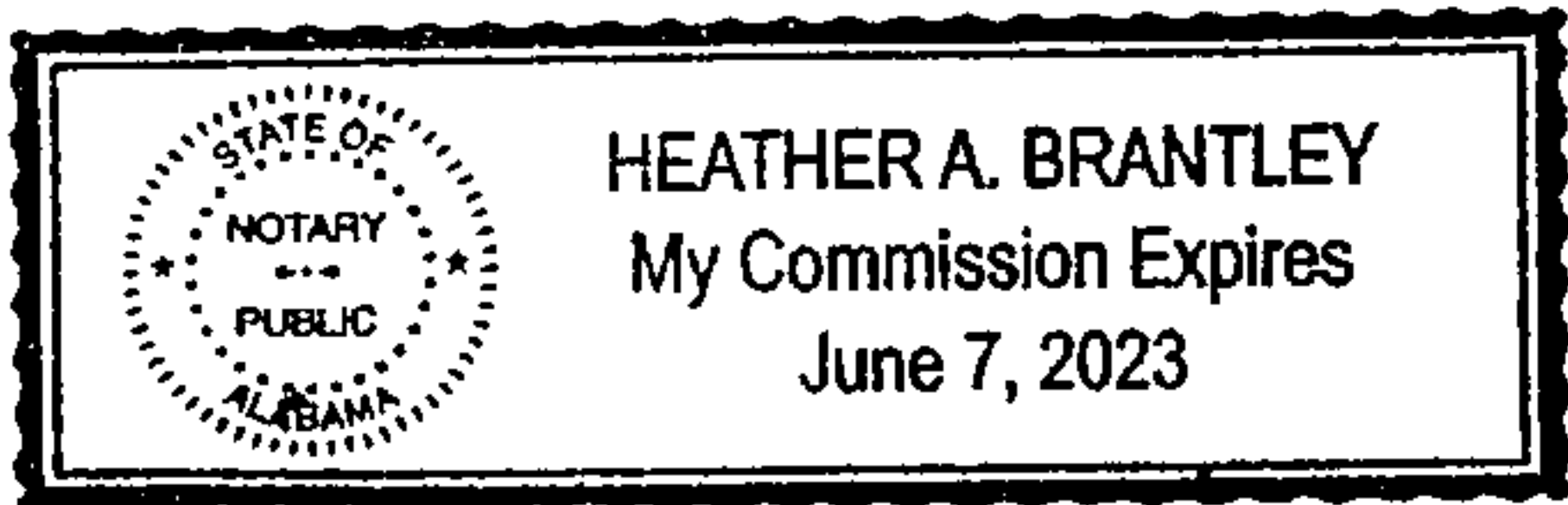

MARGARET S. BISHOP

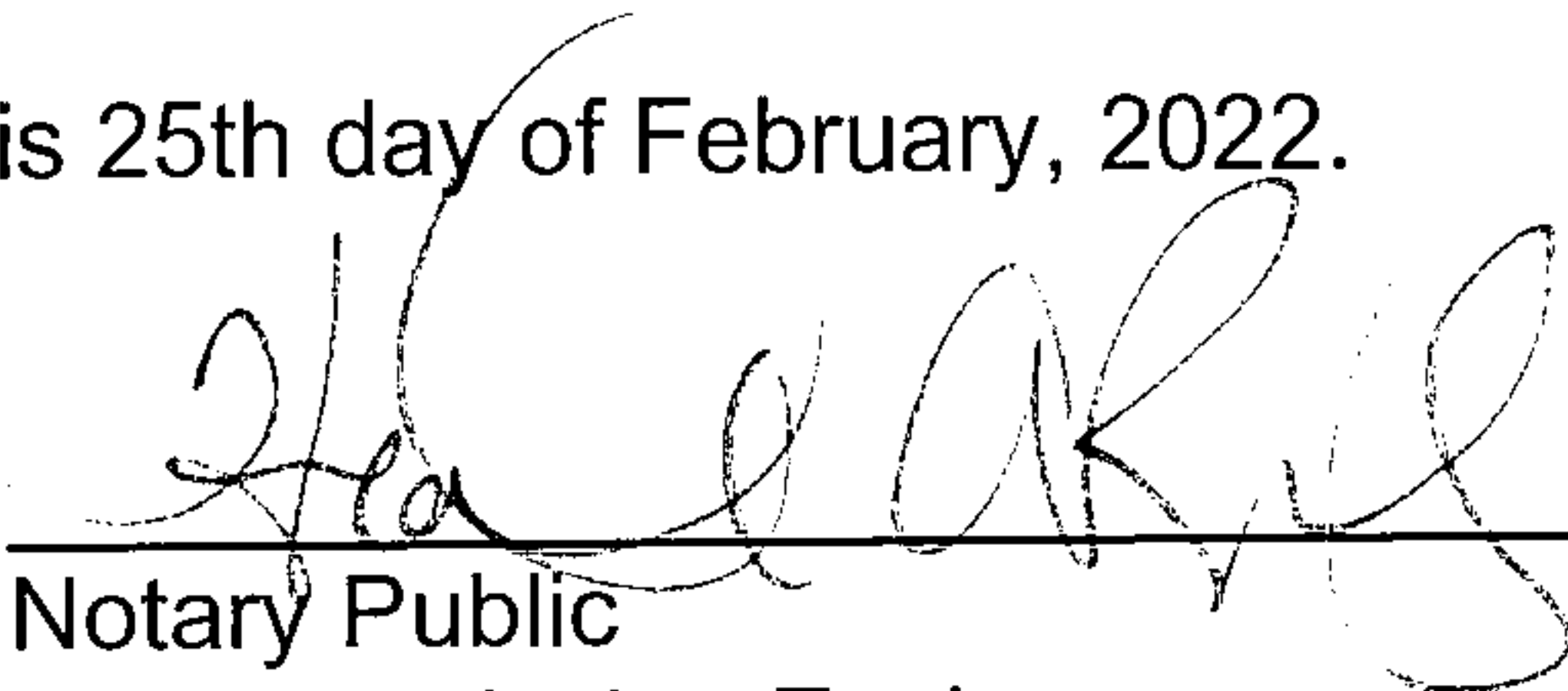
STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **DAVID W. BISHOP** and **MARGARET S. BISHOP**, 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.

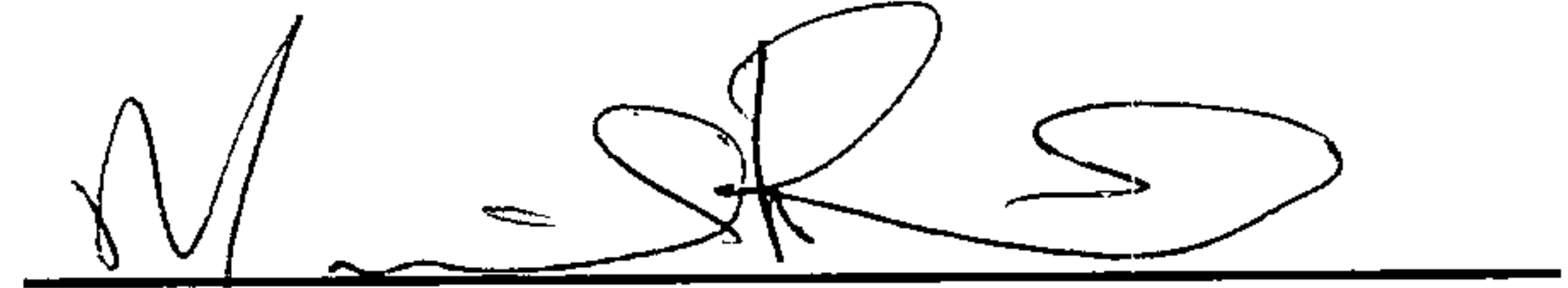
Given under my hand and official seal this 25th day of February, 2022.




Notary Public
My Commission Expires: _____

OWNER OF PARCEL B:

HMS, LLC



BY: Matthew Riha

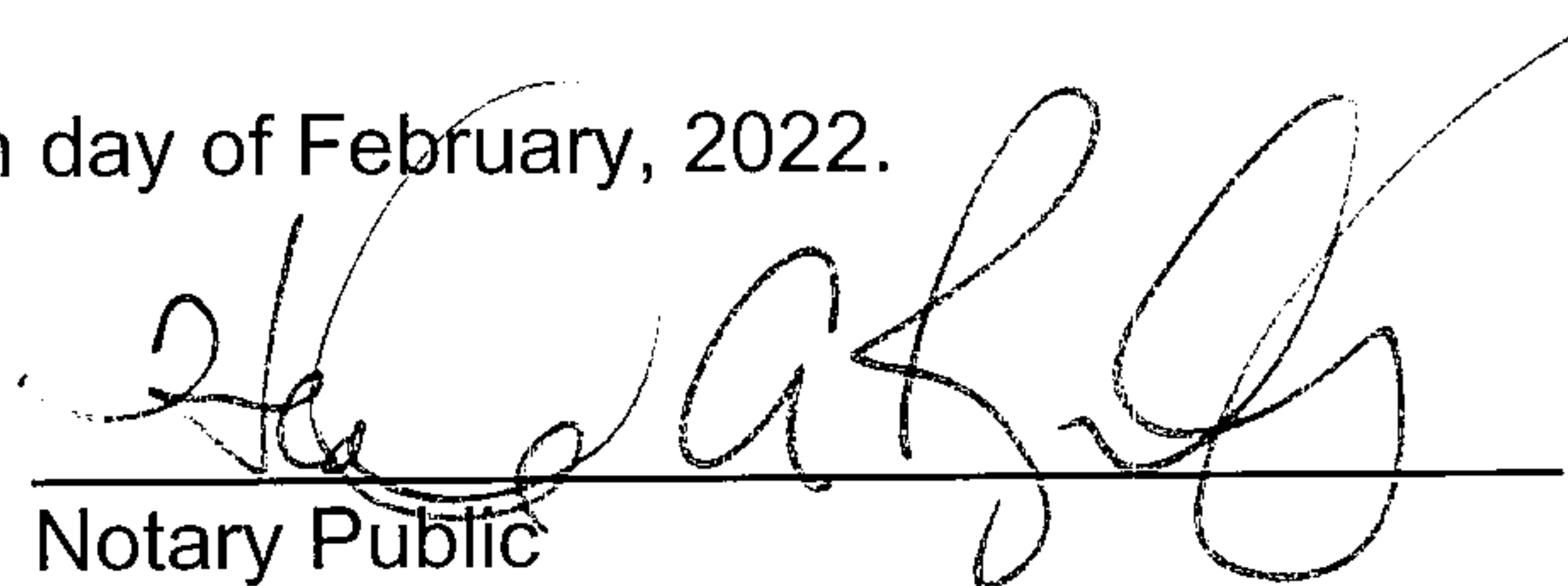
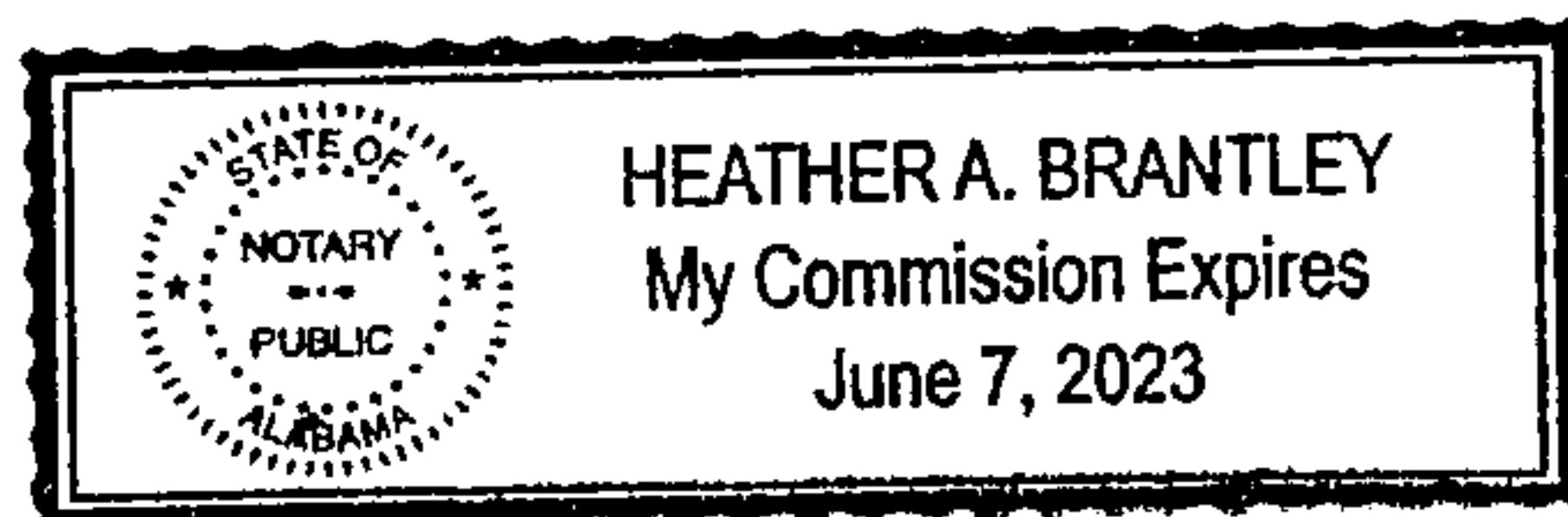
ITS: Member

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **MATTHEW RIHA**, whose name as **Member** of **HMS, LLC**, are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such officer and with full authority executed the same voluntarily for and as act of said limited liability company.

Given under my hand and official seal this 25th day of February, 2022.


Notary Public
My Commission Expires: _____

OWNER OF PARCEL C:

RIHA DEVELOPMENT, LLC



BY: Matthew Riha

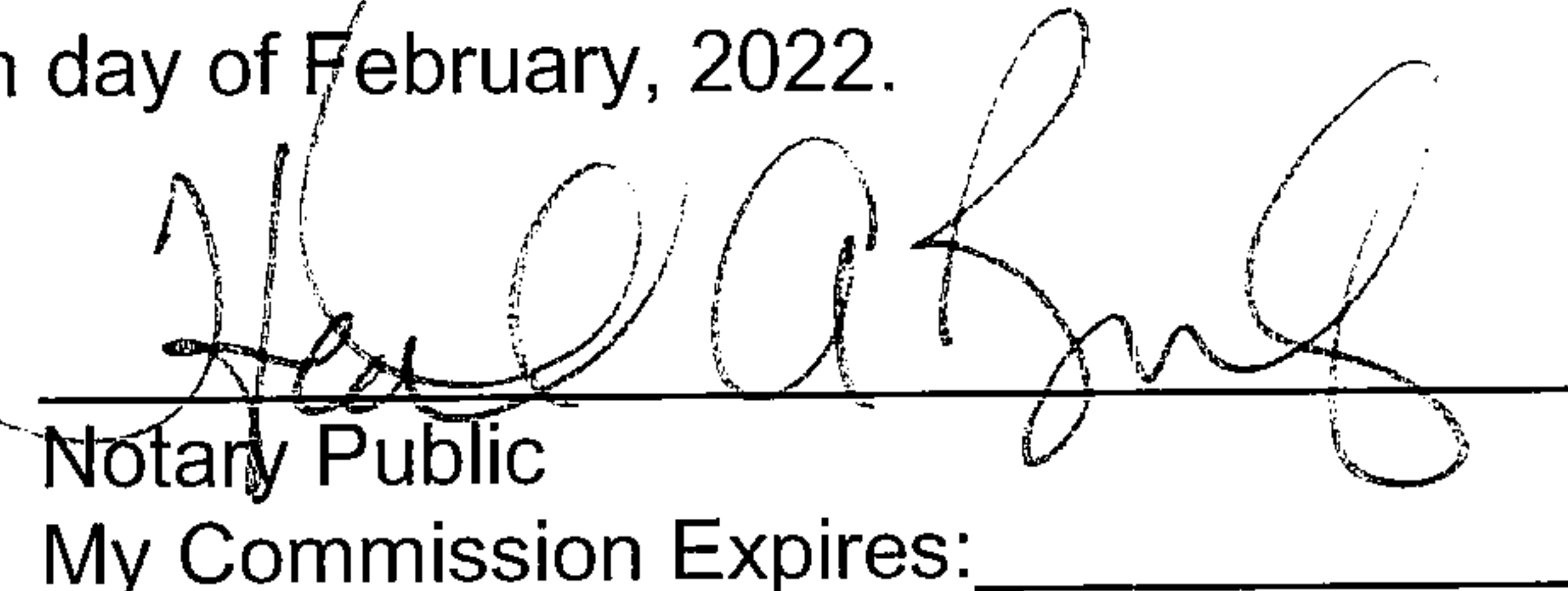
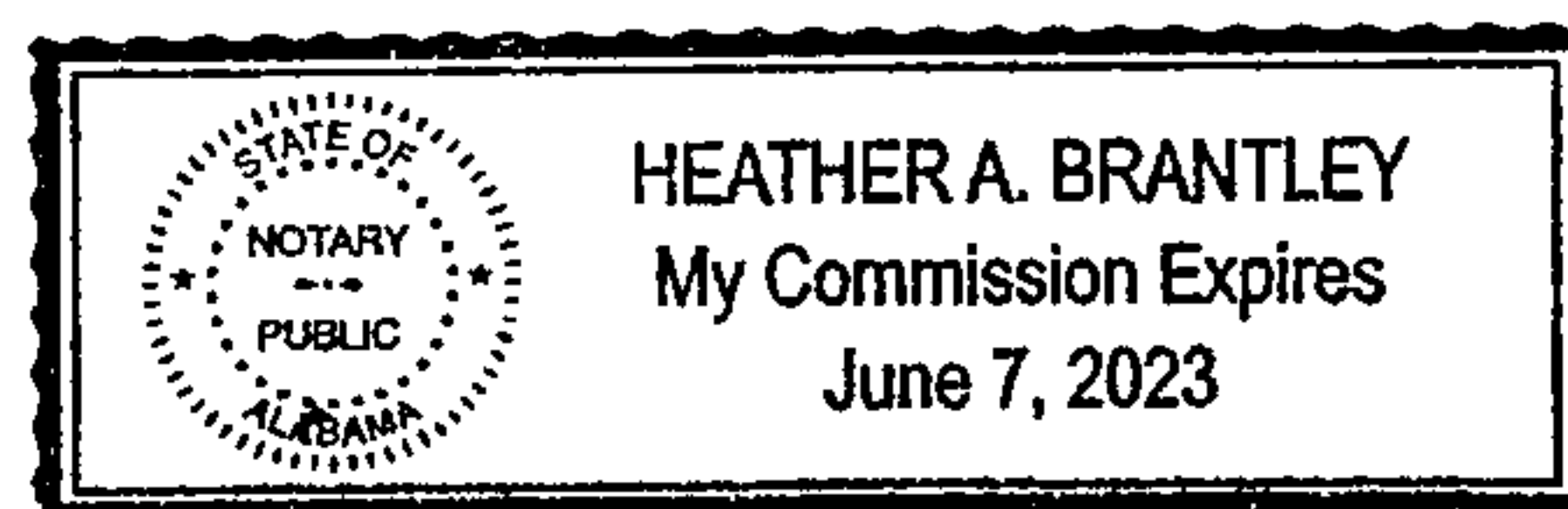
ITS: Member

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **MATTHEW RIHA**, whose name as **Member** of **RIHA DEVELOPMENT, LLC**, are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such officer and with full authority executed the same voluntarily for and as act of said limited liability company.

Given under my hand and official seal this 25th day of February, 2022.


Notary Public
My Commission Expires: _____

PREPARED BY:

B. Christopher Battles
3150 Highway 52 West
Pelham, AL 35124



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/25/2022 12:56:07 PM
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Allie S. Bayl