

Upon recording return this instrument to:

Michael M. Partain, Esq.
Attorney at Law
Michael M. Partain, LLC
81 Burnham Street
Birmingham, Alabama 35242

RECORDING USE ONLY:

This instrument was prepared by:

Michael M. Partain, Esq.
Attorney at Law
Michael M. Partain, LLC
81 Burnham Street
Birmingham, Alabama 35242

STATE OF ALABAMA)
COUNTY OF SHELBY)

AGREEMENT FOR EASEMENT FOR INGRESS AND EGRESS

This AGREEMENT FOR EASEMENT FOR INGRESS AND EGRESS (this "Agreement") is made as of this 15th day August 2024, by and between **Aaron Vollenweider and Maci Vollenweider**, adult persons (hereinafter collectively referred to as "Grantor"), and **Justin Michael Perry and Jessie Taylor Perry**, adult persons (hereinafter collectively referred to as the "Grantee").

W I T N E S S E T H:

WHEREAS, the Grantee is the owner of the real property situated in Shelby County, Alabama, more particularly described as Lot 7, according to the Survey of Waverly Ridge Private Subdivision, as recorded in Map Book 59, Page 62, in the Probate Office of Shelby County, Alabama, as depicted on the map attached hereto as **EXHIBIT A** and made a part hereof (the "Grantee Property"), which is adjacent to the Grantor Property as defined below; and

WHEREAS, the Grantor is the owner of the real property situated in Shelby County, Alabama, more particularly described as Lot 6, according to the Survey of Waverly Ridge Private Subdivision, as recorded in Map Book 59, Page 62, in the Probate Office of Shelby County, Alabama, as depicted on **EXHIBIT A** (the "Grantor Property"), which is adjacent to the Grantee Property; and

WHEREAS, Grantor desires to grant to Grantee a perpetual non-exclusive easement on, over, and across the Grantor Property to provide ingress and egress to and from the Grantee Property and Hancock Way in the location depicted as "30' Access Easement" on **EXHIBIT A** (the "Easement Area").

NOW, THEREFORE, in consideration of all the covenants, terms, and conditions herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **General.** The foregoing recitals are hereby incorporated herein as if fully set forth below. Except as otherwise specifically indicated, all references to Sections refer to Sections of this Agreement, and all references to Exhibits refer to the Exhibits attached hereto, which are hereby made a part hereof and

incorporated herein by reference. The words “hereby,” “hereof,” “hereto,” “hereunder,” “hereinafter,” “herein,” and words of similar import refer to this Agreement as a whole and not to any particular Section hereof. The word “hereafter” shall mean after the date of this Agreement. The word “including” shall mean “including, without limitation.” Captions and Headings used herein are for convenience only and shall not be used to construe the meaning of any part of this Agreement.

2. Grant of Easement.

Upon and subject to the terms hereof, and subject to any and all other public or private rights or easements existing in or across the Grantor Property, and to the rights of any person or other person who may have an interest in the Grantor Property, the Grantor hereby grants and conveys to a perpetual non-exclusive easement on, over, and across the Easement Area for the purpose of ingress and egress to and from the Grantee Property and Hancock Way (the “Easement”).

3. Private Easement; Reservations of Rights.

(a) The easement granted hereunder is for the benefit of and is appurtenant to the Grantee Property and is a burden on the Grantor Property and shall run with the Grantee Property and the Grantor Property.

(b) The rights granted herein are private to Grantee and the Grantee Property and, except as otherwise provided herein, nothing herein creates any rights in any parties other than Grantee, including any right for public use or benefit, or any rights of any other real property (other than the Grantee Property, or the Grantor Property) to utilize the Grantor Property.

(c) Grantor reserves all right, title, and interest in and to the Grantor Property not expressly granted herein; provided that none of the foregoing shall unreasonably interfere with Grantee’s full use and enjoyment of the Grantor Property as contemplated hereunder.

(d) Grantor reserves the right to relocate the Easement to any other location at any time and for any reason, provided that such relocation shall be at Grantor’s cost and shall not unreasonably interfere with Grantee’s use of the Grantor Property, except for a reasonable period of unavailability thereof for the purposes of relocating the same.

(e) Grantee shall promptly repair any damage to the Grantor Property and any surrounding real property owned by Grantor caused by, or resulting from, the use of the Easement by Grantee and its employees, contractors, and agents.

4. Miscellaneous.

(a) Entire Agreement; Binding Effect. This Agreement, including any terms and conditions incorporated herein or attached hereto, constitutes the entire agreement between the parties, and there are no representations, oral or written, that have not been incorporated herein. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. No representation, inducement, promise, understanding, condition, or warranty not set forth herein has been made or relied upon by either party.

(b) Amendment. This Agreement may be amended, renewed, extended, or canceled only by a written instrument executed on behalf of each of the parties hereto by an authorized representative of each party, and neither party shall, at any time or in any way, assert or contend that any amendment, extension

or cancellation of this Agreement (or any part or parts, including this Section) has been made other than by a written instrument so executed.

(c) Assignment. Grantee may not transfer or assign its rights and obligations under this Agreement, in whole or in part, except in connection with the transfer and sale of the Grantee Property. Additionally, Grantor and Grantee do not intend to, nor do they, create any rights in any third party or person not a signatory to this Agreement.

(d) Notice. Any notice that may at any time be required to be given hereunder shall be deemed to have been properly given if personally hand delivered to the other party, by reputable overnight delivery service such as Federal Express or UPS or if sent by United States first class registered or certified mail, postage prepaid as set forth below. Notice made via email may satisfy the requirements in this Section only if the receiving party waives in reply email the personal, overnight, or certified mail delivery requirements of this Section. Except as otherwise provided in this Agreement, a notice is effective only (i) on receipt by the receiving party, and (ii) if the party giving the Notice has complied with the requirements of this Section.

If to Grantor:

Aaron Vollenweider and Maci Vollenweider
320 Hancock Way
Helena, Alabama 35080

If to the Grantee:

Justin Michael Perry and Jessie Taylor Perry
300 Hancock Way
Helena, Alabama 35080

The parties may by such a notice to the other party designate a different addressee to whom or address to which any such notice shall be sent.

(e) Construction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Grantor Property is located, without giving effect to its conflicts of law provisions. Each party, for itself and its heirs, representatives, successors, and assigns, hereby irrevocably consents to the exclusive jurisdiction of the federal and state courts sitting in or for the county in which the Grantor Property are located for the resolution of any conflicts arising hereunder, and each agrees that such courts are the proper and convenient venue and waive any right to object to such venue as being inconvenient or otherwise.

(f) Counterpart. This Agreement may be signed in one or more counterparts, and by facsimile transmission, all of which shall be treated as one and the same original agreement. Each party shall provide an executed copy to the other.

(Remainder of page intentionally left blank. See following pages for signatures.)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

Grantor:

Aaron Vollenweider
Aaron Vollenweider

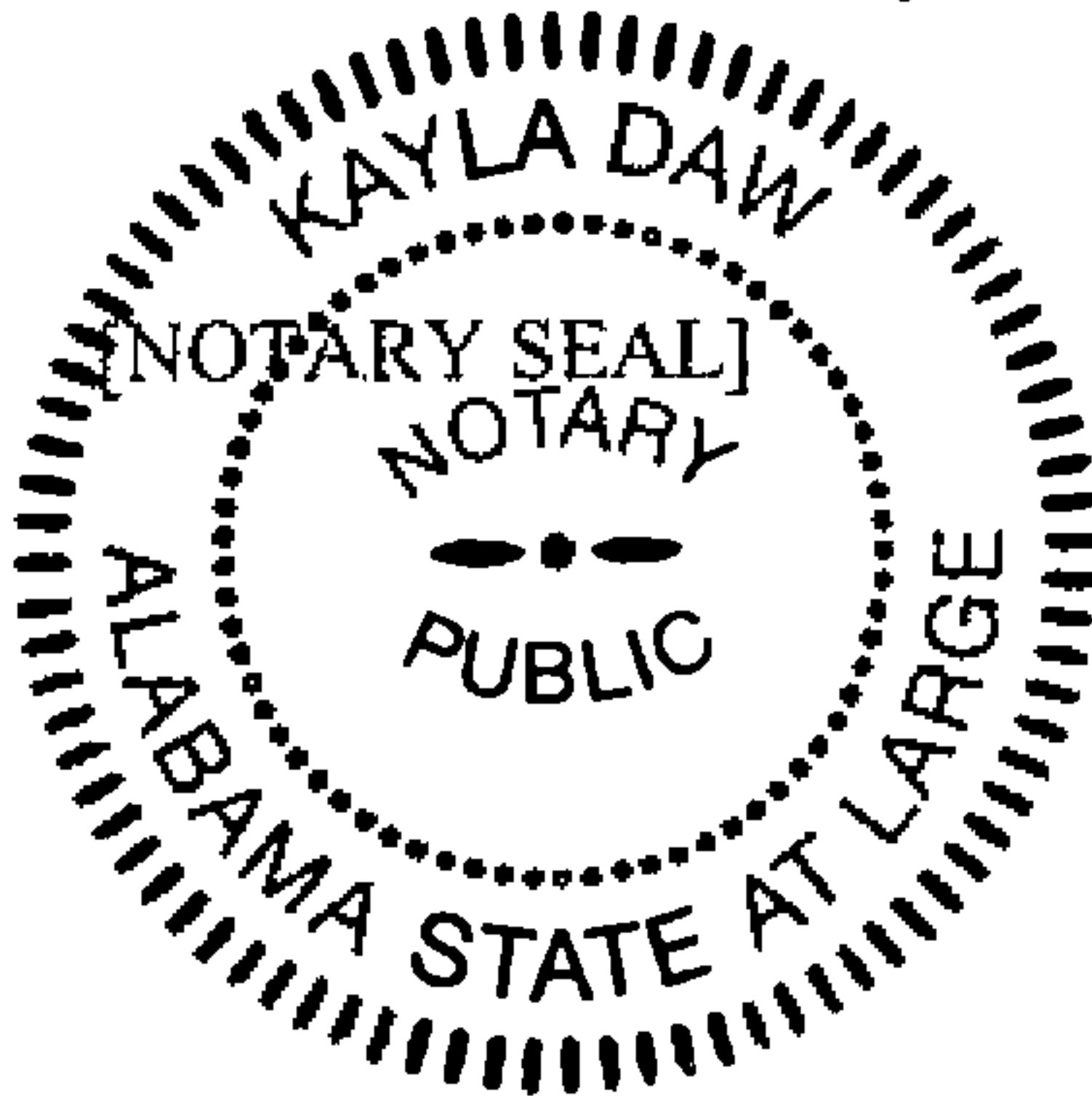
Maci Vollenweider
Maci Vollenweider

STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Aaron Vollenweider and Maci Vollenweider, adult persons, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that being informed of the contents of said instrument he/she executed the same on the day and year the same bears date.

Given under my hand and official seal this 15th day of August, 2024.



Kayla Daw
Notary Public
My commission expires: 01/09/25

Grantee:

Justin Michael Perry
Justin Michael Perry

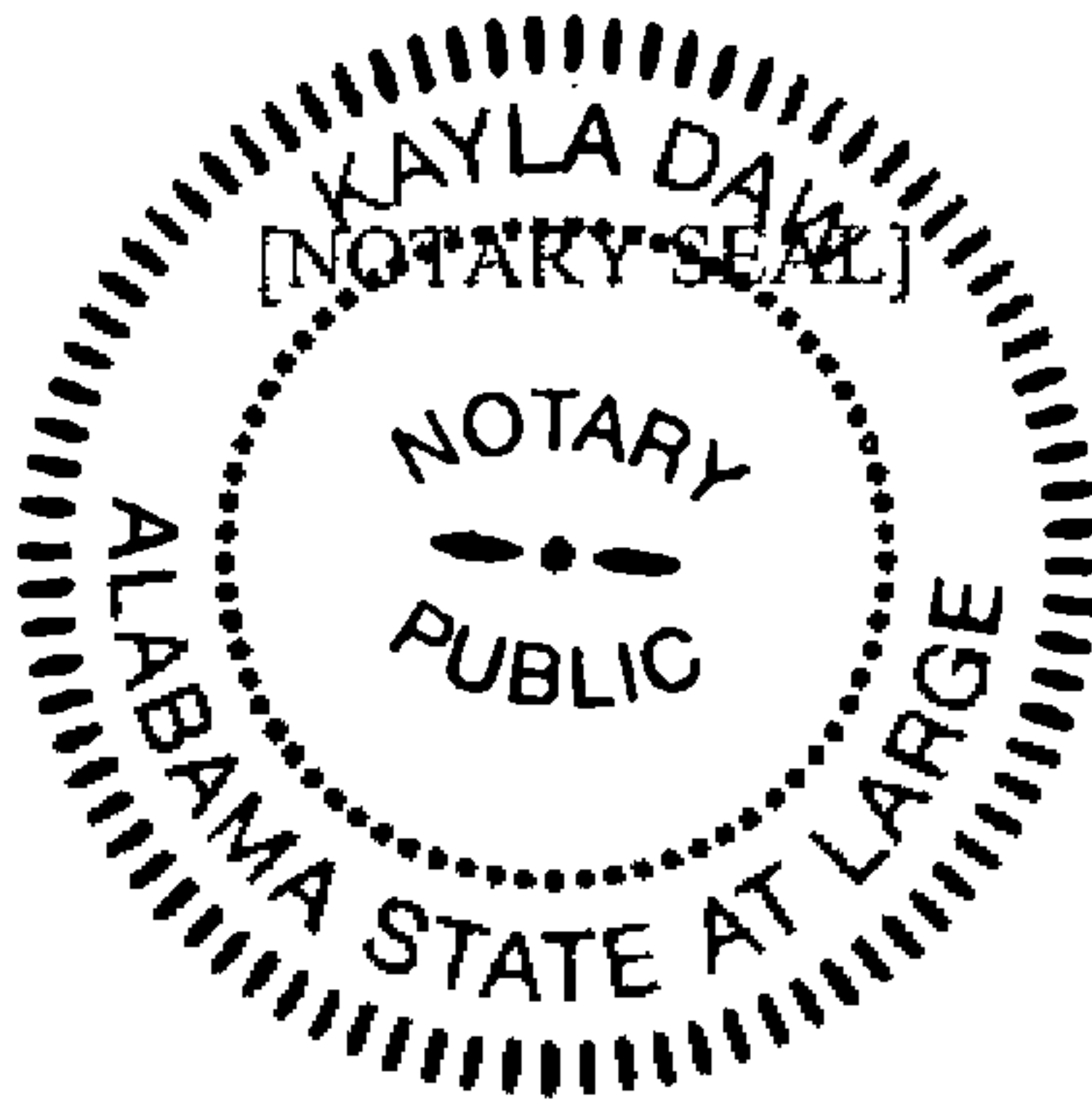
Jessie Taylor Perry
Jessie Taylor Perry

STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Justin Michael Perry and Jessie Taylor Perry, adult persons, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that being informed of the contents of said instrument he/she executed the same on the day and year the same bears date.

Given under my hand and official seal this 15th day of August, 2024.



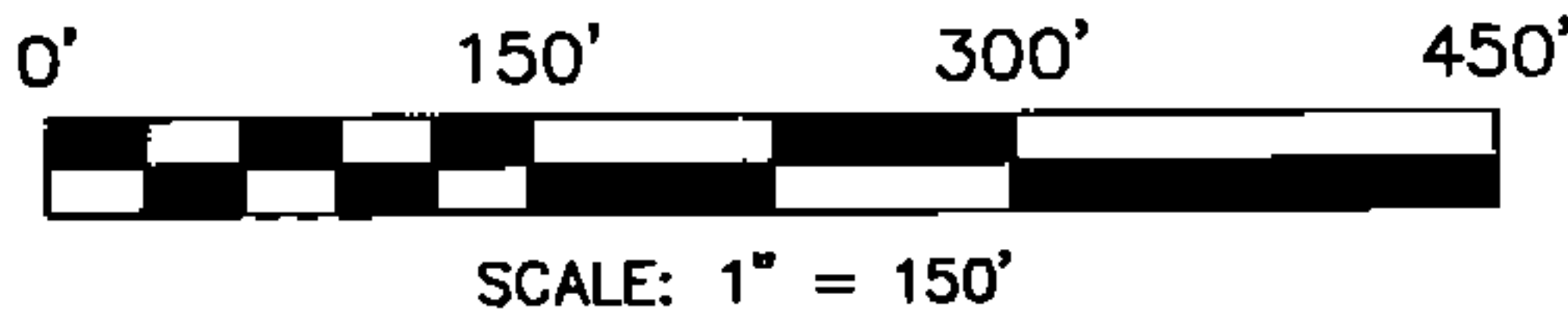
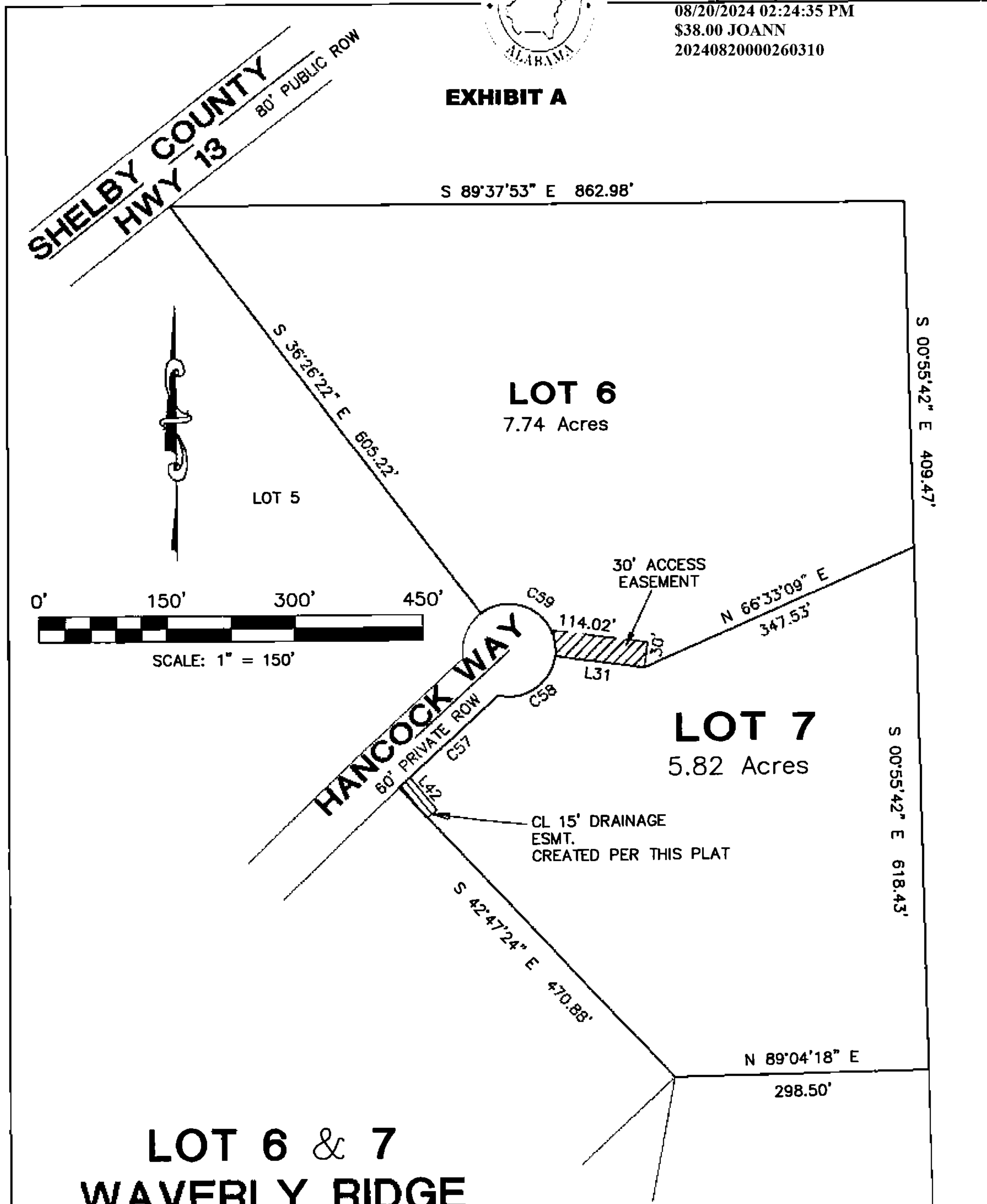
Kayla Dawkins
Notary Public
My commission expires: 01/09/27



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 08/20/2024 02:24:35 PM
 \$38.00 JOANN
 20240820000260310

Allie S. Bayl

EXHIBIT A



CLIENT:
 SHELBY INVESTMENTS

LINE	BEARING	DISTANCE
L31	S 82°06'20" E	105.18'
L42	S 38°10'31" E	49.22'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	DELTA ANGLE	CHORD BEARING
C59	55.00'	129.02'	101.41'	134°24'12"	S 59°12'22" E
C57	9970.00'	159.38'	159.38'	0°54'57"	N 47°14'11" E
C58	55.00'	92.70'	82.11'	96°34'02"	N 56°16'45" E



South Central Surveying, LLC

P.O. BOX 917
 ALABASTER, ALABAMA 35007