



20250225000055650 1/4 \$32.00
Shelby Cnty Judge of Probate, AL
02/25/2025 11:04:39 AM FILED/CERT

This instrument prepared by:

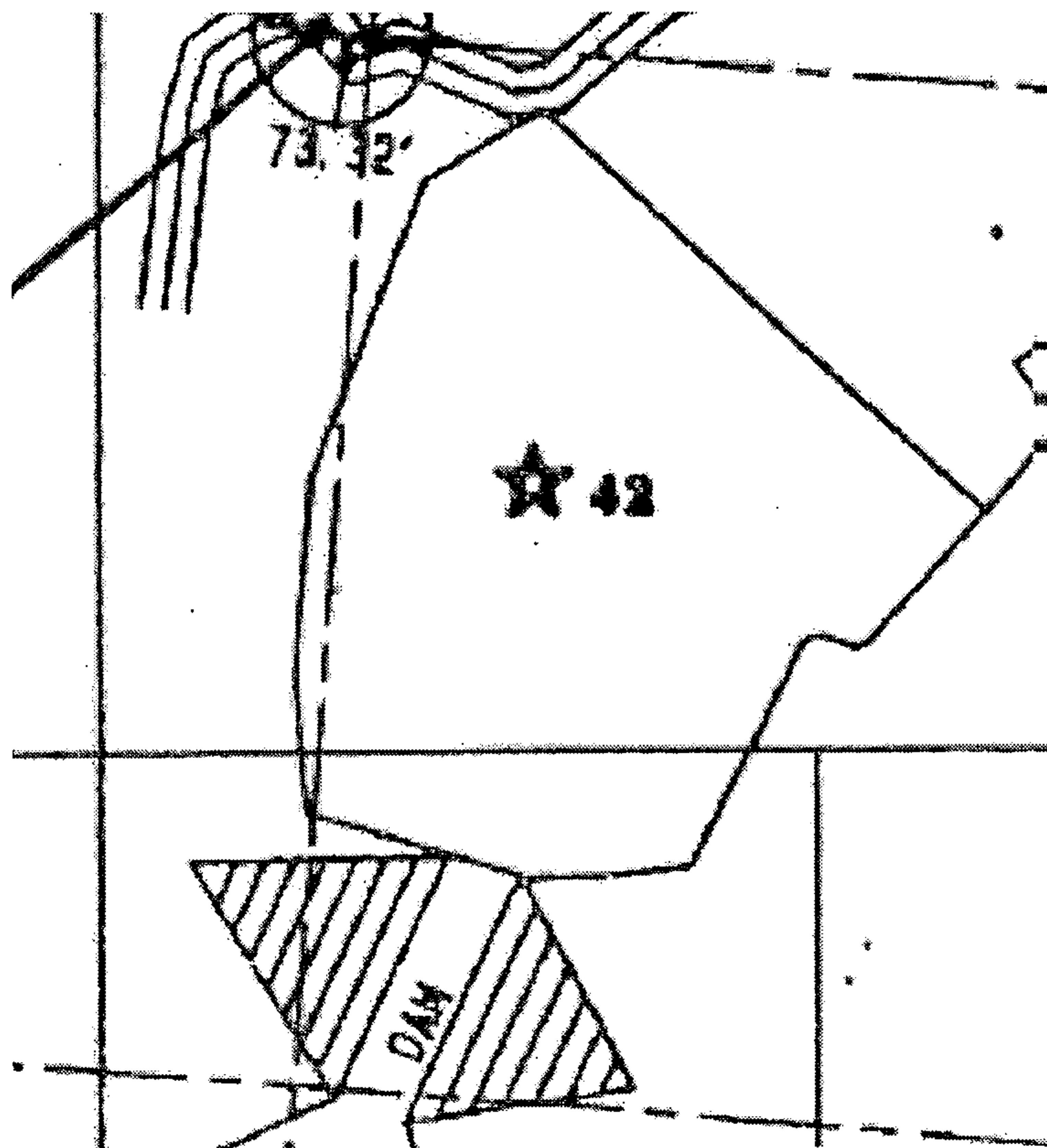
Justin T. McDonald
Bradley Arant Boult Cummings LLP
1819 Fifth Avenue North
Birmingham, Alabama 35203

**PERPETUAL EASEMENT AND RIGHT-OF-WAY
FOR ACCESS, INGRESS AND EGRESS**

THIS PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR ACCESS, INGRESS AND EGRESS ("EASEMENT") is made as of this 21 day of February, 2025, by and between The Pumpkin Hollow Association, Inc. ("Pumpkin Hollow") and Thomas Alan Ritchie, Jr. ("Ritchie").

RECITALS

1. Pumpkin Hollow is an Alabama Condominium organized under the Declaration of Condominium of Pumpkin Hollow, a Condominium (Revised January 1, 2018). Pumpkin Hollow owns and governs certain real property in Shelby County, Alabama, as generally depicted in Map Book 18, Pages 54A through 54F (Probate Office).
2. By Statutory Warranty Deed recorded in Shelby County, Alabama, as Instrument 20240205000028730 on February 5, 2024, Ritchie owns Unit 42 of Pumpkin Hollow as generally depicted and described below:





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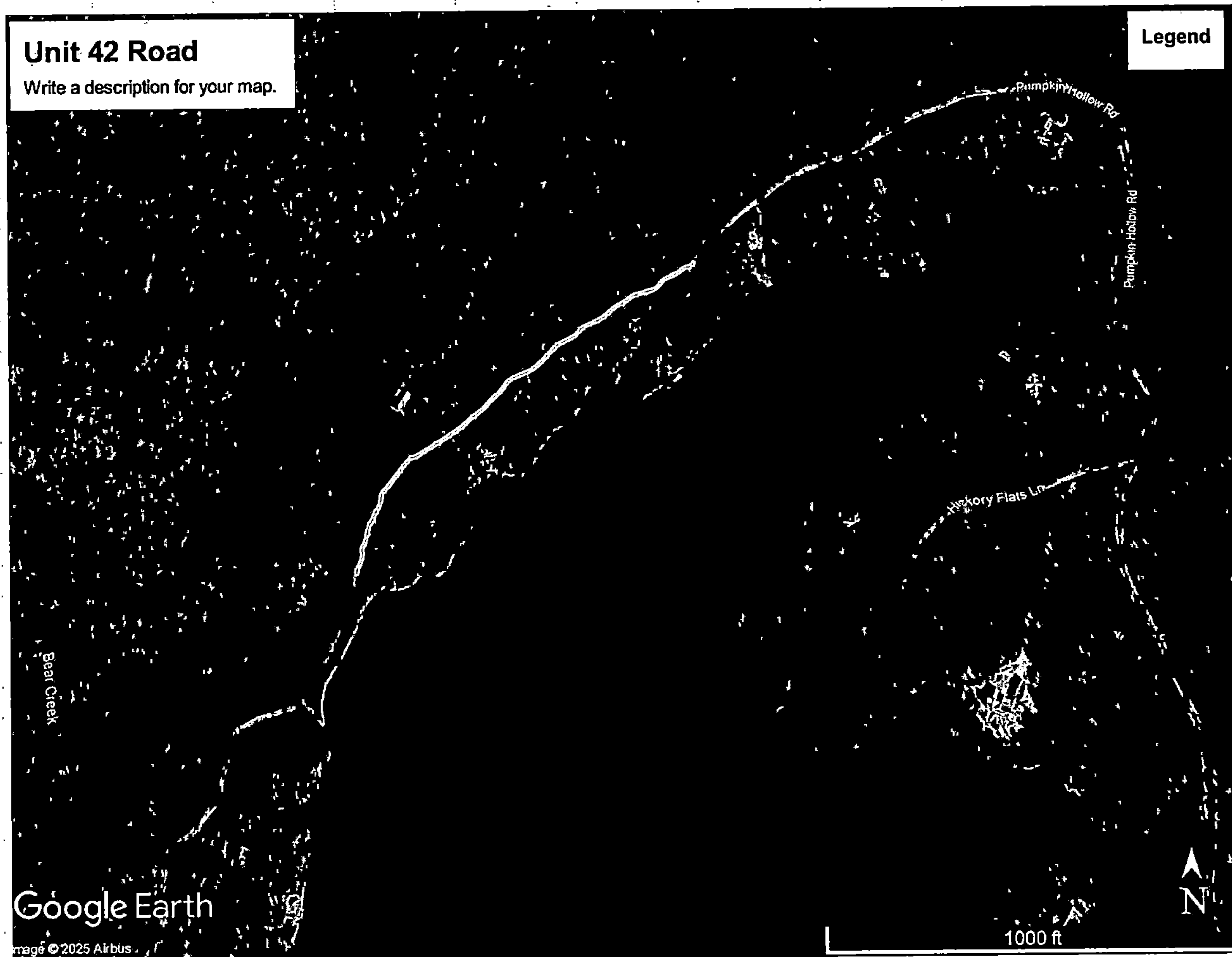
A parcel of land situated in the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 17, Township 18 South, Range 2 East, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southwest corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 17, Township 18 South, Range 2 East, Shelby County, Alabama, and run in a Northerly direction along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 396.73 feet to a point; thence deflect $102^{\circ}36'34''$ and run to the right in a Southeasterly direction a distance of 164.77 feet to the POINT OF BEGINNING of the herein described parcel; thence deflect $122^{\circ}55'37''$ to the tangent of a curve to the right having a central angle of $63^{\circ}39'43''$ and a radius of 900.00 feet and run left to right along the arc of said curve in a Northwesterly to Northeasterly direction a distance of 1000.00 feet to a point; thence turn an interior angle of $90^{\circ}00'00''$ from the tangent of last described curve and run to the right in a Southeasterly direction a distance of 775.88 feet to a point; thence turn an interior angle of $100^{\circ}16'15''$ and run to the right in a Southwesterly direction a distance of 143.29 feet to a point; thence turn an interior angle of $154^{\circ}45'07''$ and run to the right in a Southwesterly direction a distance of 60.50 feet to a point; thence turn an interior angle of $132^{\circ}50'48''$ and run to the right in a Westerly direction a distance of 69.60 feet to a point; thence turn an interior angle of $257^{\circ}54'45''$ and run to the left in a Southwesterly direction a distance of 123.59 feet to a point; thence turn an interior angle of $225^{\circ}56'41''$ and run to the left in a Southeasterly direction a distance of 60.47 feet to a point; thence turn an interior angle of $133^{\circ}33'32''$ and run to the right in a Southwesterly direction a distance of 118.10 feet to a point; thence turn an interior angle of $149^{\circ}17'02''$ and run to the right in a Southwesterly direction a distance of 119.29 feet to a point; thence turn an interior angle of $171^{\circ}15'39''$ and run to the right in a Southwesterly direction a distance of 53.48 feet to a point; thence turn an interior angle of $130^{\circ}30'21''$ and run to the right in a Northwesterly direction a distance of 75.56 feet to a point; thence turn an interior angle of $194^{\circ}23'56''$ and run to the left in a Northwesterly direction a distance of 250.62 feet to the POINT OF BEGINNING, containing 11.48 acres, more or less.

3. Since the organization of Pumpkin Hollow in 1990, the perimeter lake road (also known as Pumpkin Hollow Road) within Pumpkin Hollow has run over and through Unit 42 and provided access, ingress and egress to Pumpkin Hollow and its residents as generally shown by the yellow line in the map below:



20250225000055650 3/4 \$32.00
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4. Ritchie expressly covenants that he is the owner in fee of Unit 42 and has good right to execute and grant this easement.

5. Pumpkin Hollow and Ritchie desire to ensure Pumpkin Hollow continues to have access, ingress and egress by way of an easement and right-of-way in, to, over, across and upon the road presently existing on Unit 42 in the approximate widths currently existing and consistent with its historic and presently existing uses.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, Ritchie grants, bargains, sells, establishes, creates for the benefit of and conveys unto Pumpkin Hollow, its successors, members, officers, residents, employees, lessees, invitees and assigns, a perpetual easement and right-of-way for ingress and egress, access, over, upon and across the following described property:

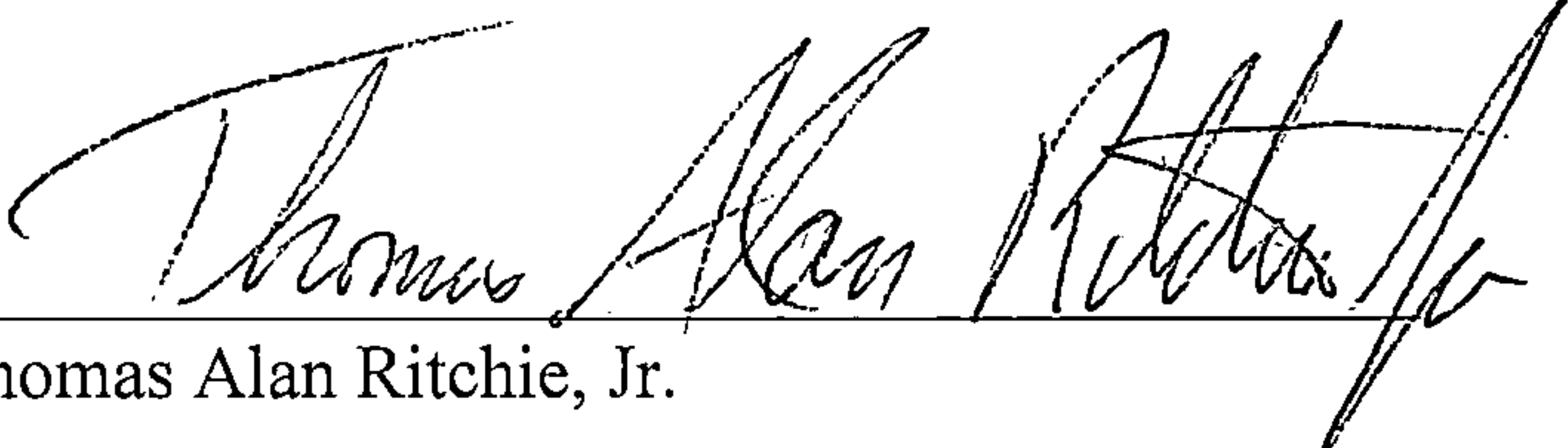
An easement of those portions of what now is known as Pumpkin Hollow Road, whether paved or unpaved, in the approximate widths currently existing and consistent with its historic and presently existing uses on and across Unit 42 in order to provide perpetual ingress and egress, access, over, upon and across Unit 42 to and from Pumpkin Hollow property.



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Pumpkin Hollow shall have and hold this easement and all rights and privileges necessary or convenient for the full enjoyment and use thereof, perpetually. The perpetual easement created and conveyed herein shall be appurtenant to and a covenant forever running with the Unit 42 property. The perpetual easement created and conveyed herein shall bind and inure to the benefit of Pumpkin Hollow including, without limitation, its present and future owners and mortgagees, successors, members, officers, residents, employees, lessees, invitees and assigns.

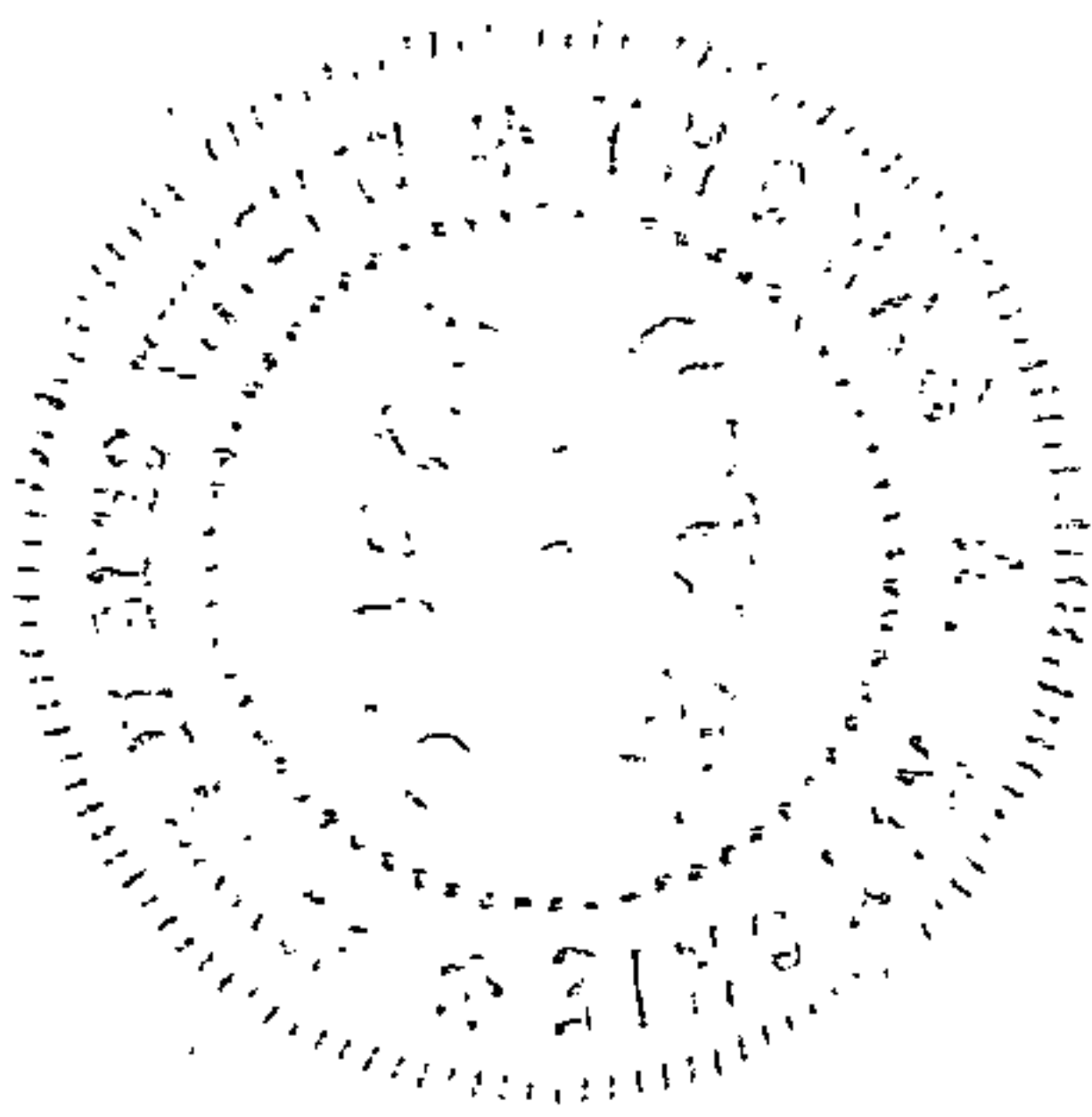
IN WITNESS WHEREOF, Ritchie has caused this easement to be executed on the 21 day of February, 2025.

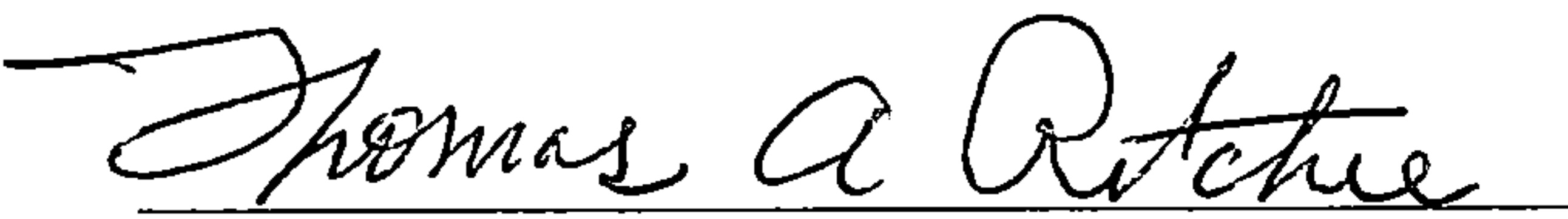

 Thomas Alan Ritchie, Jr.

STATE OF ALABAMA)
 JEFFERSON COUNTY)

I, the undersigned Notary Public, in and for said County and State hereby certify that Thomas Alan Ritchie, Jr. whose name is 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, she executed the same voluntarily on this date.

Given under my hand and official seal this 21st day of February, 2025.




 Notary Public

My Commission Expires: 1/10/2028