

ENCROACHMENT AGREEMENT

ENCROACHMENT AGREEMENT made this the 12<sup>th</sup> day of December, 2023, by and between **TODD M. LANKFORD and JENNIFER PAIGE LANKFORD**, hereinafter referred to as Owner of Parcel A and **TROY THOMAS and REBECCA THOMAS**, hereinafter referred to as Owner of Parcel B, and **DONOVAN BUILDERS, LLC**, hereinafter referred to as Owner of Parcel C, and **RICHARD BRAMLETT**, hereinafter referred to as Purchaser of Parcel C.

WITNESSETH:

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

**Lot 1, according to the Survey of Chelsea Cove, as recorded in Map Book 56, Page 71, in the Probate Office of Shelby County, Alabama.**

Property Address: **4213 Highway 36, Chelsea, AL 35043**

and,

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

**Lot 2, according to the Survey of Chelsea Cove, as recorded in Map Book 56, Page 71, in the Probate Office of Shelby County, Alabama.**

Property Address: **4217 Highway 36, Chelsea, AL 35043**

WHEREAS, the Owner of Parcel C and the Purchaser of Parcel C are the owner and purchaser of the following described property situated in Shelby County, Alabama, viz:

**Lot 3, according to the Survey of Chelsea Cove, as recorded in Map Book 56, Page 71, in the Probate Office of Shelby County, Alabama.**

Property Address: **4203 Highway 36, Chelsea, AL 35043**

and;

WHEREAS, on December 1, 2023, **South Central Surveying, LLC** made a survey of Parcel C, a copy of which is attached hereto as **EXHIBIT A**; and,

WHEREAS, the Owner of Parcel B, the Owner of Parcel C and the Purchaser of Parcel C require indemnity by the Owner of Parcel A from any loss occasioned by the encroachment of the fence onto the property of the Owner of Parcel C and the Purchaser of Parcel C and by the same encroachment of the fence onto the Easement and Joint Driveway Agreement as recorded in **Instrument 20230814000244690**. The portion of the property being encompassed within the encroachment is not being transferred to the Owner of Parcel A and the Owner/Purchaser of Parcel C will remain the fee simple owner and their successors and/or assigns.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein expressed, the undersigned hereby acknowledges as follows:

- 1. That they have received a copy of the survey prepared by South Central Surveying, LLC, and have agreed to accept the property in its existing condition.
- 2. That they will indemnify and save harmless OAK MOUNTAIN REALTY GROUP, LLC, EXP REALTY, LLC,

LAW OFFICES OF B. CHRISTOPHER BATTLES, LLC, MAGIC CITY TITLE, INC., and COMMONWEALTH LAND TITLE INSURANCE COMPANY, and their agents, employees, successors and assigns, from any and all claims, demands, actions, causes of action, suits, damages, costs, expenses, debts and liabilities, including attorney's fees that they may have as a result of the fence encroachment.

3. The provisions of this Agreement shall survive the final settlement, closing and delivery of the deed to the subject property.

CAUTION: THIS IS A FULL RELEASE AND HOLD HARMLESS. YOU SHOULD NOT SIGN THIS RELEASE UNLESS YOU FULLY UNDERSTAND THE CONTENTS THEREOF. IF YOU DO NOT UNDERSTAND THE CONTENTS THEREOF, THEN YOU SHOULD SEEK THE ADVICE OF A LAWYER.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 11<sup>th</sup> day of December, 2023.

**OWNER OF PARCEL A:**

Todd M. Lankford  
**TODD M. LANKFORD**

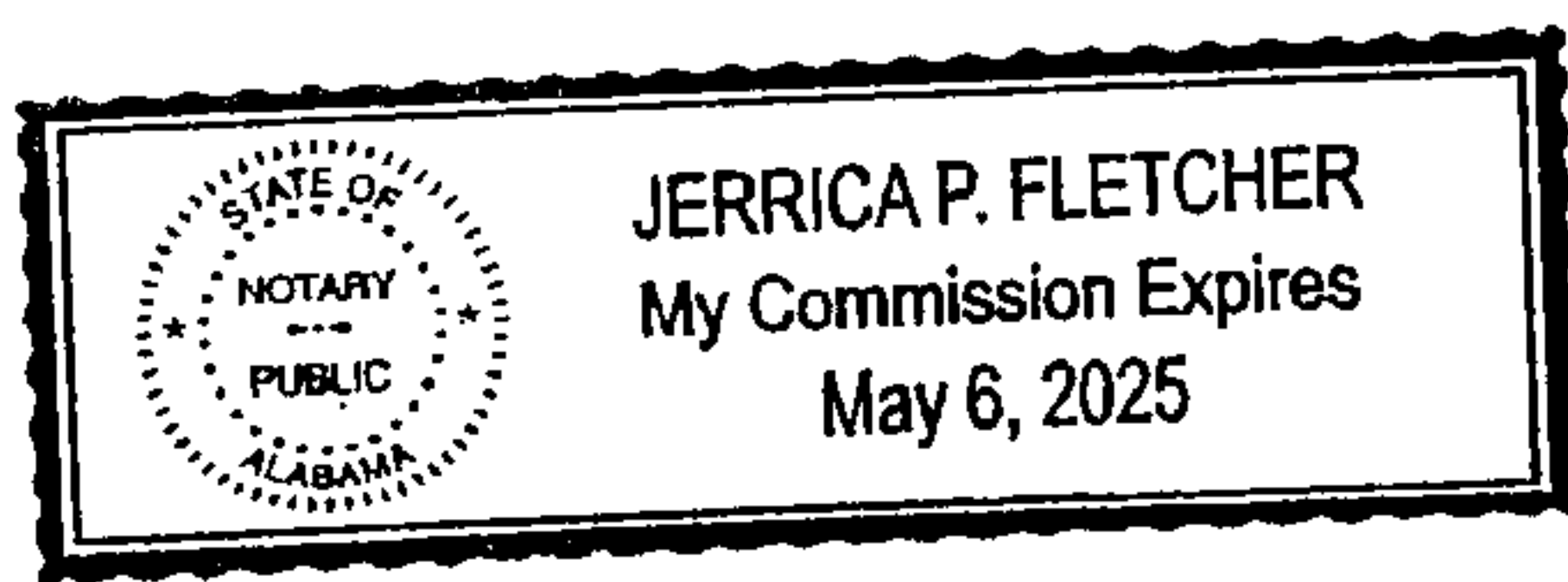
Jennifer Paige Lankford  
**JENNIFER PAIGE LANKFORD**

**STATE OF ALABAMA**

**COUNTY OF SHELBY**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **TODD M. LANKFORD and JENNIFER PAIGE LANKFORD**, 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.

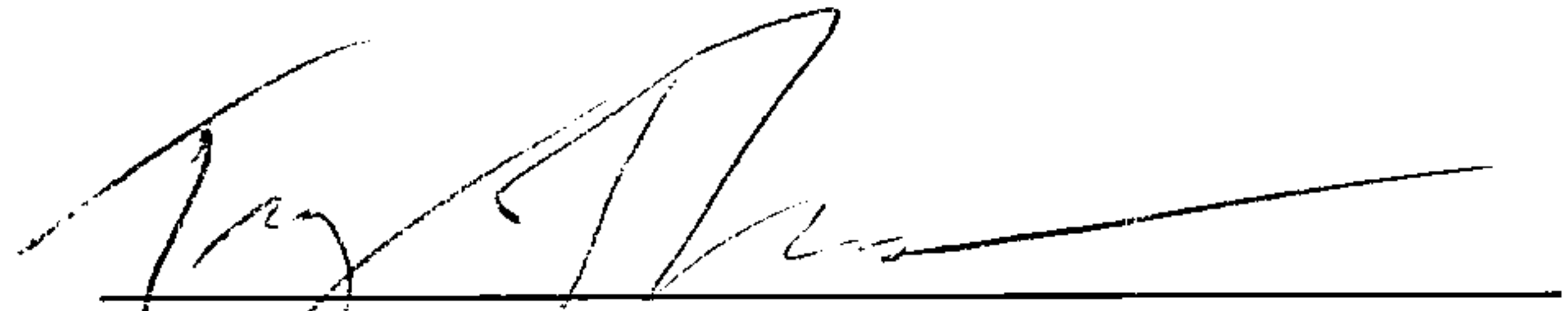
Given under my hand and official seal this 11<sup>th</sup> day of December, 2023.




Jerrica P. Fletcher  
Notary Public  
My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 12 day of December, 2023.

**OWNER OF PARCEL B:**

  
TROY THOMAS

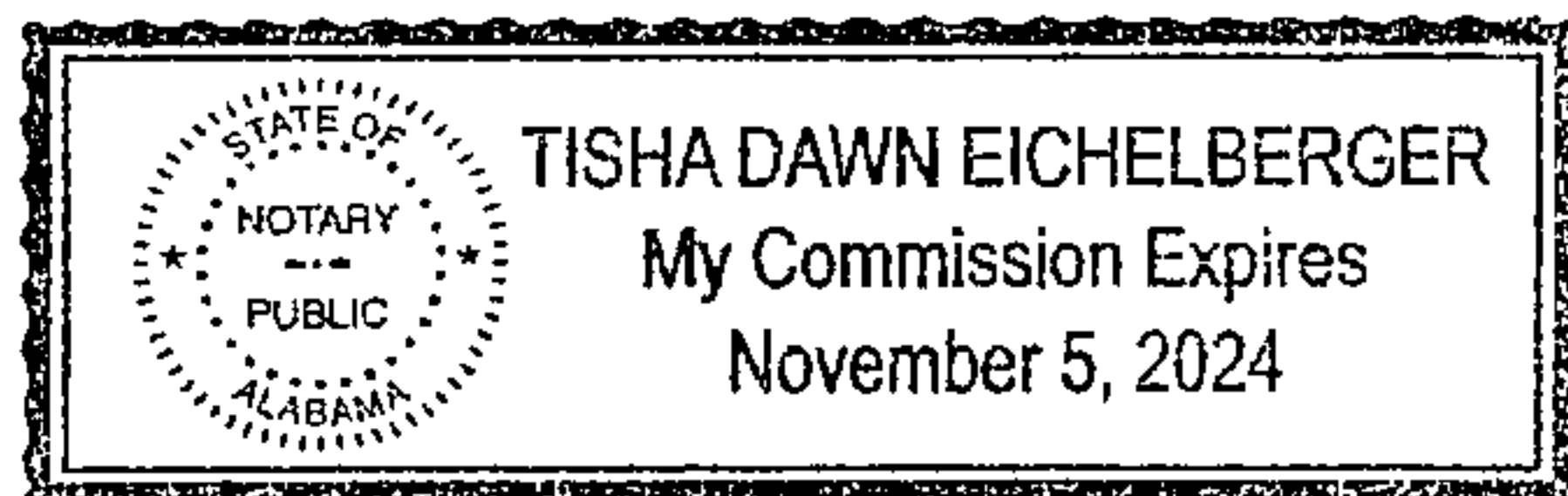
  
REBECCA THOMAS

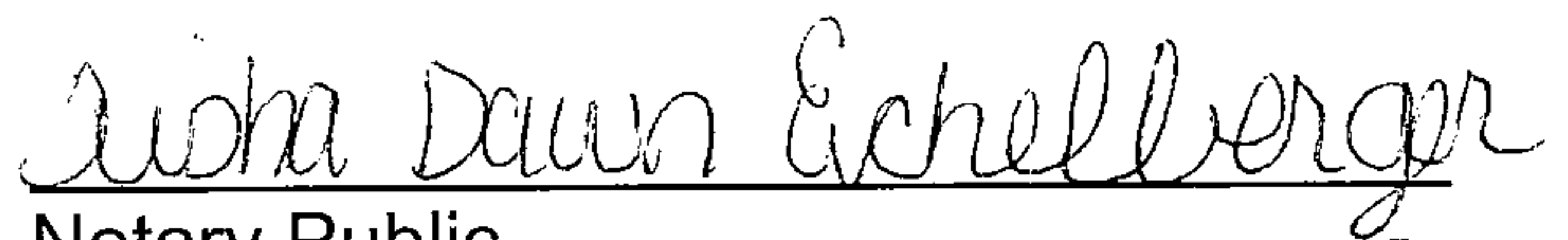
**STATE OF ALABAMA**

**COUNTY OF SHELBY**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **TROY THOMAS and REBECCA THOMAS**, 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 12 day of December, 2023.



  
Notary Public  
My Commission Expires: 11-5-2024



12<sup>th</sup> IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day of December, 2023.

**OWNER OF PARCEL C:**

**DONOVAN BUILDERS, LLC**

  
BY: Jack Donovan  
ITS: Member

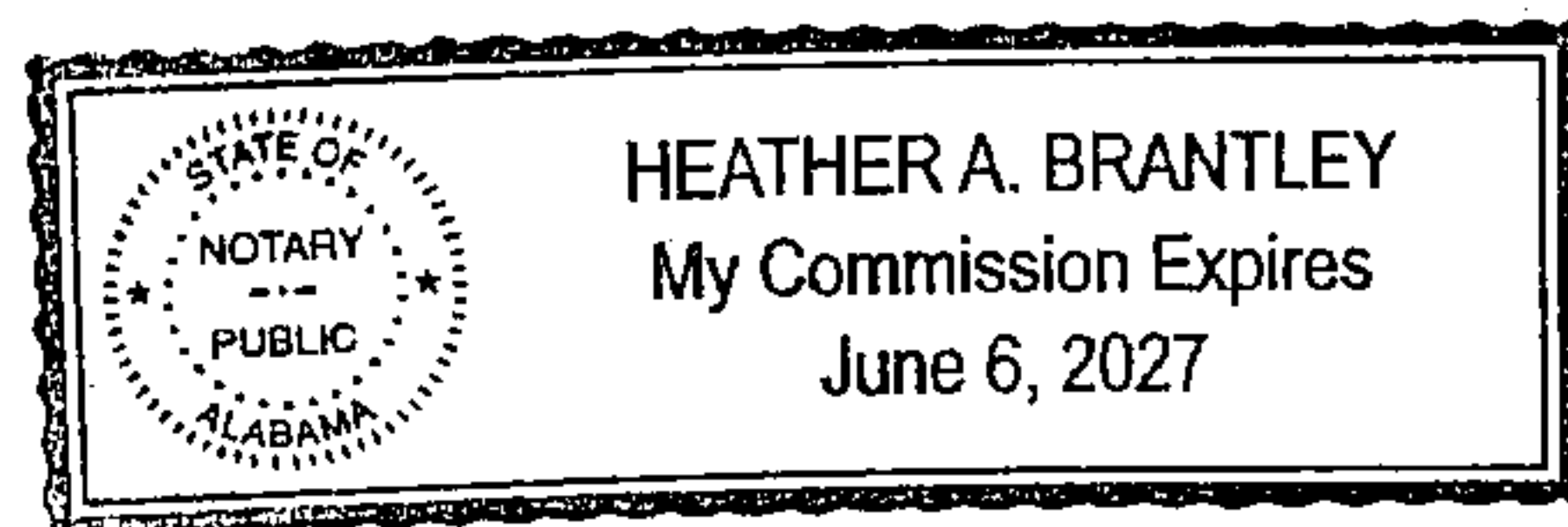
  
BY: Michelle Donovan  
ITS: Managing Member

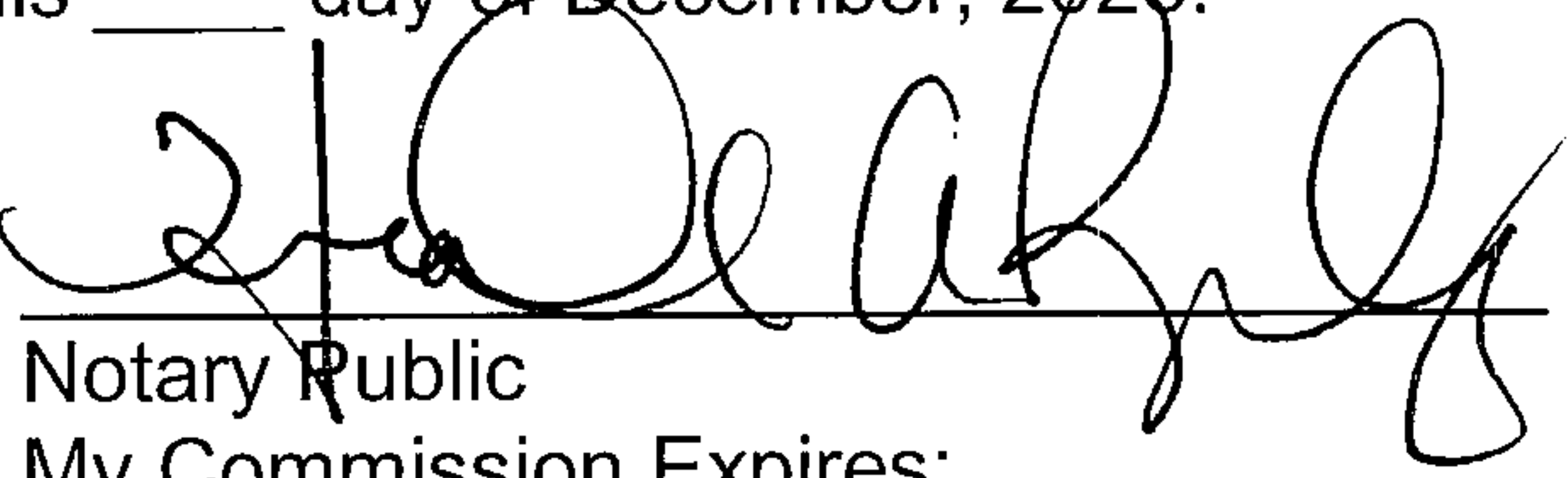
**STATE OF ALABAMA**

**COUNTY OF SHELBY**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Jack Donovan**, whose name as **Member** of **Donovan Builders, LLC**, 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 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 12<sup>th</sup> day of December, 2023.



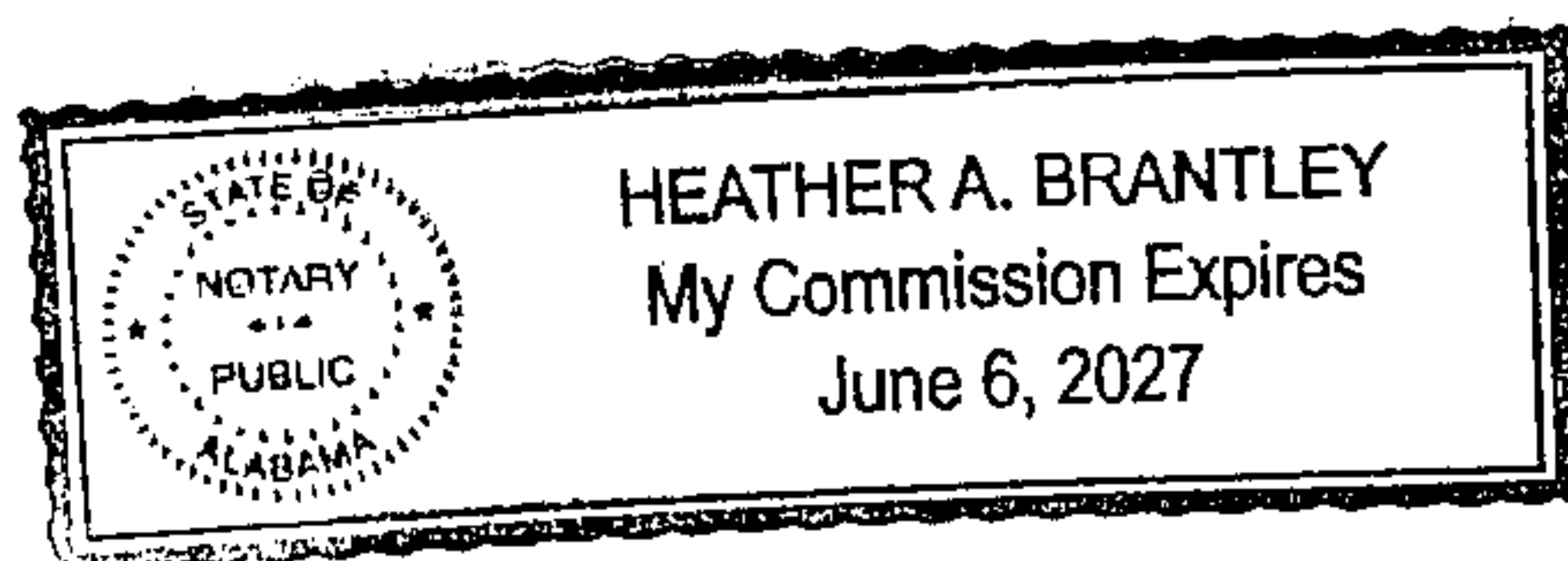
  
Notary Public  
My Commission Expires: \_\_\_\_\_

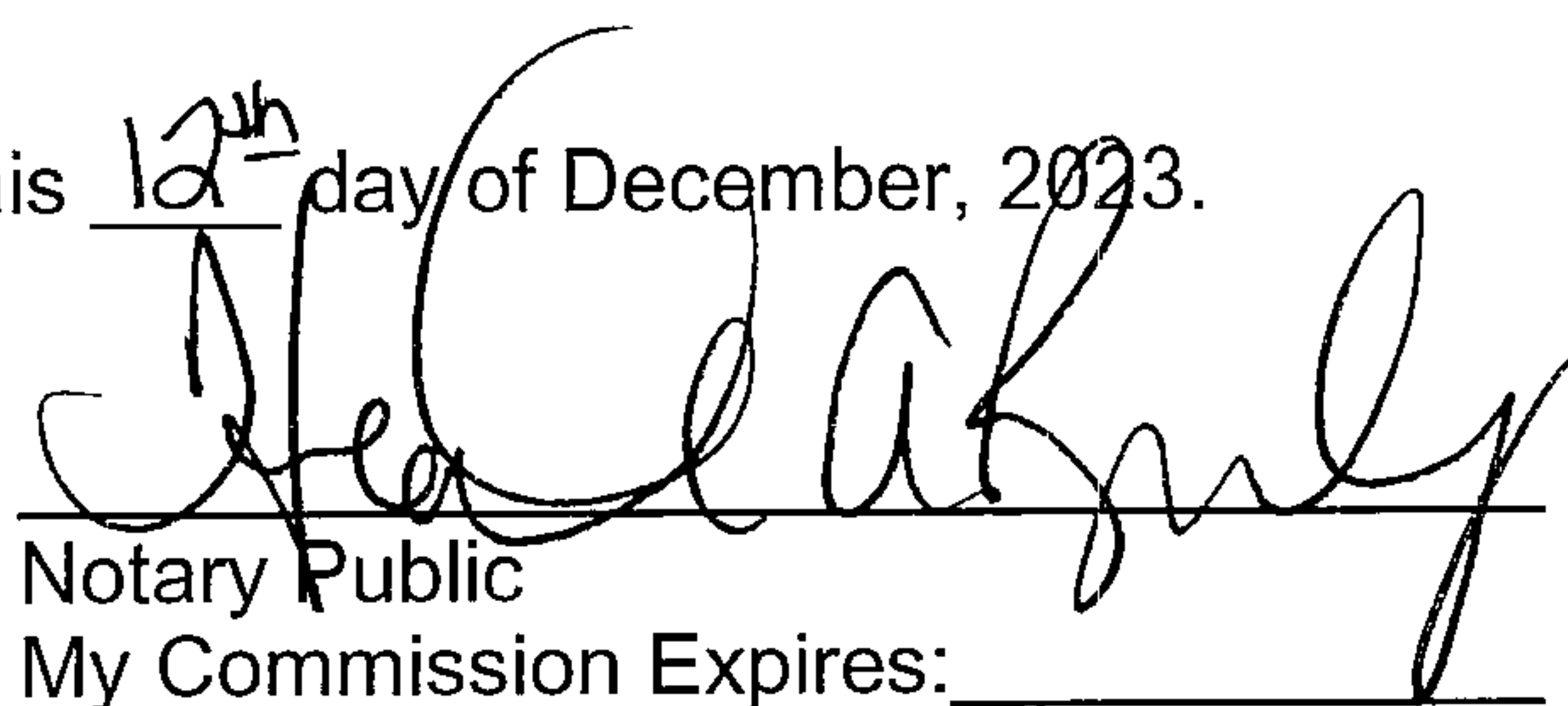
**STATE OF ALABAMA**

**COUNTY OF SHELBY**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Michelle Donovan**, whose name as **Managing Member** of **Donovan Builders, LLC**, 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 this instrument, she, 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 12<sup>th</sup> day of December, 2023.



  
Notary Public  
My Commission Expires: \_\_\_\_\_

12<sup>th</sup> IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the  
day of December, 2023.

**PURCHASER OF PARCEL C:**

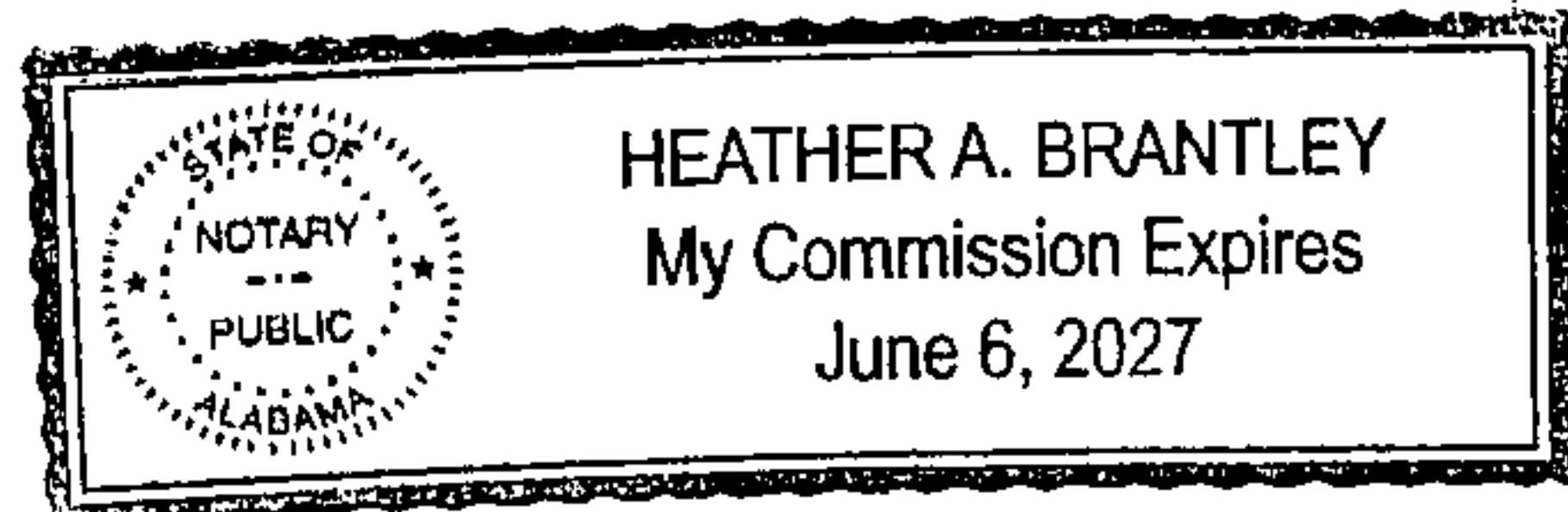
  
\_\_\_\_\_  
**RICHARD BRAMLETT**

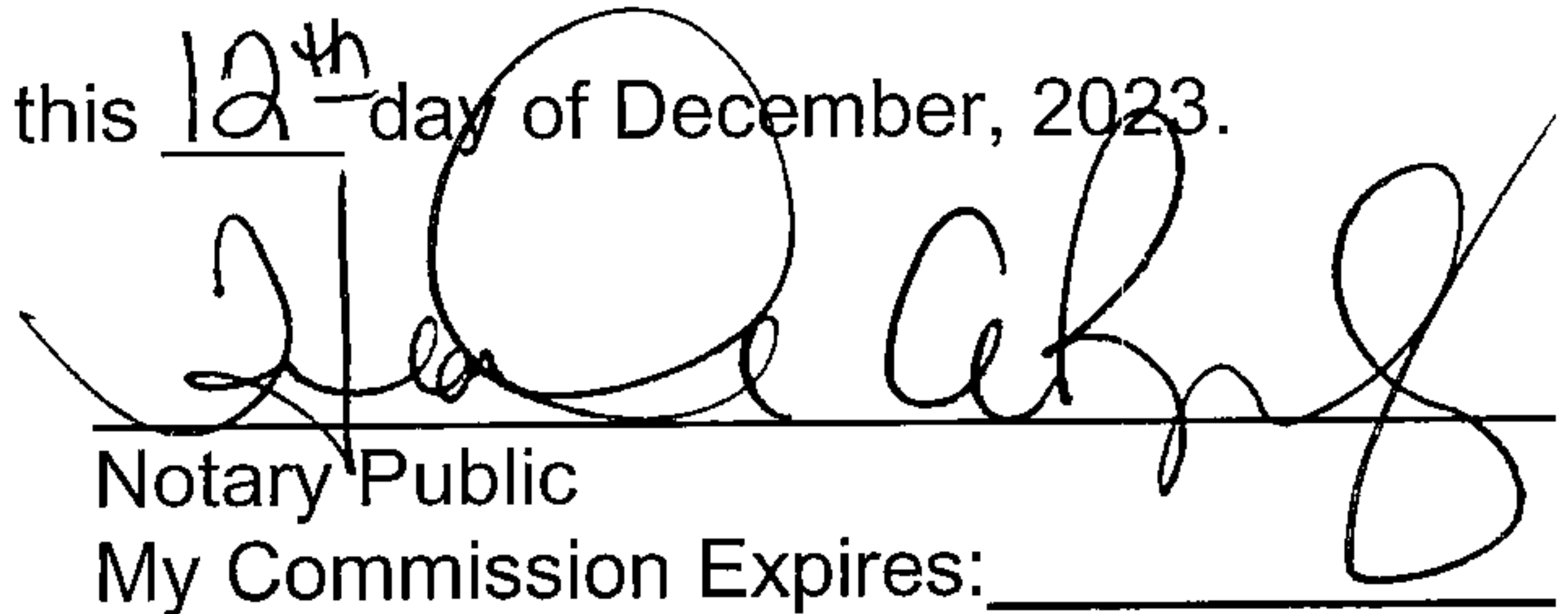
**STATE OF ALABAMA**

**COUNTY OF SHELBY**

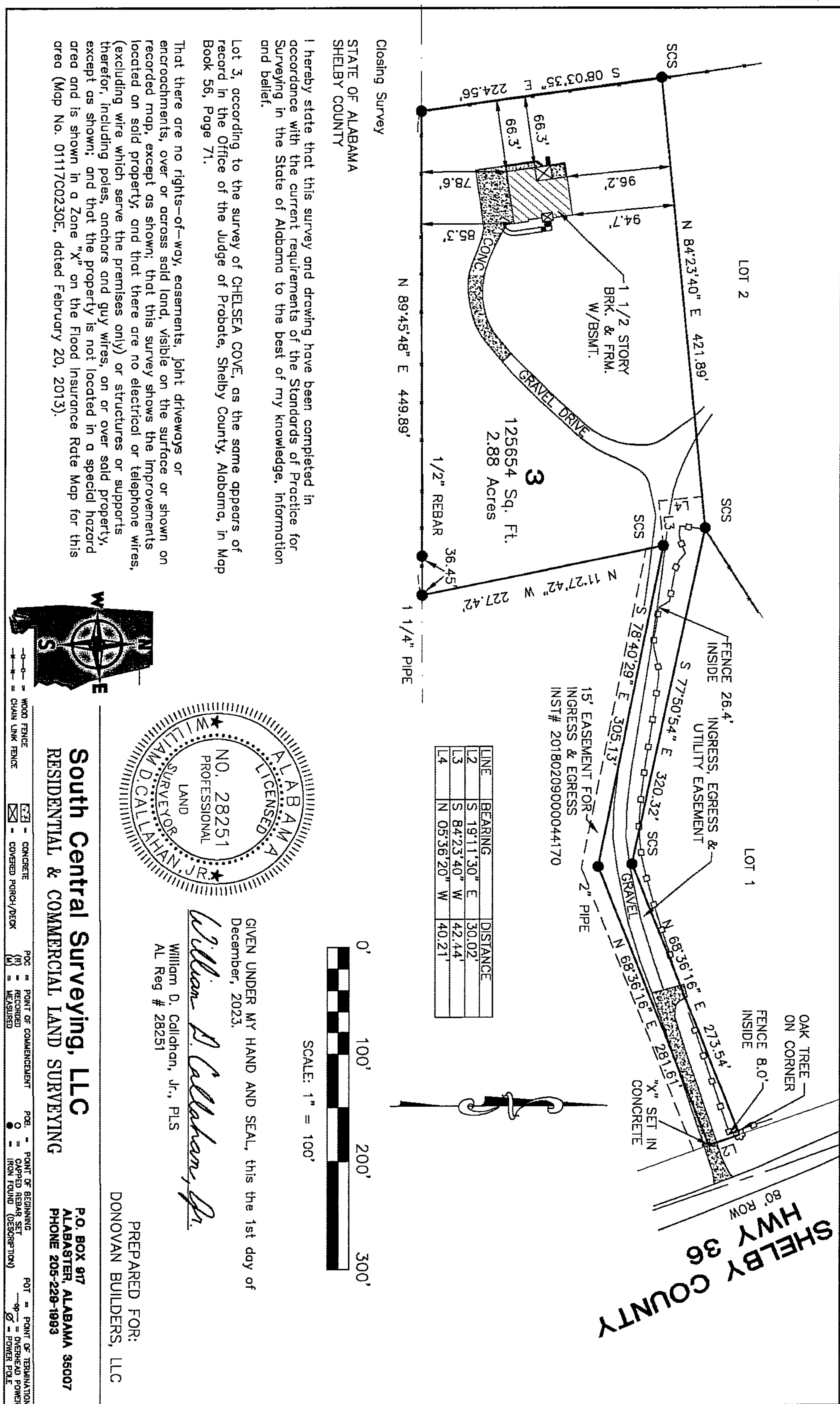
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **RICHARD BRAMLETT**, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same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

Given under my hand and official seal this 12<sup>th</sup> day of December, 2023.



  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

## EXHIBIT "A"



**Filed and Recorded**  
**Official Public Records**  
**Judge of Probate, Shelby County Alabama, County**  
**Clerk**  
**Shelby County, AL**  
**01/04/2024 11:44:22 AM**  
**\$41.00 PAYGE**  
**20240104000003380**

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Allin S. Bayal