

STATE OF ALABAMA)

SHELBY COUNTY)

AGREEMENT ESTABLISHING BOUNDARY LINE

This Agreement Establishing Boundary Line ("Agreement") is made as of the ____ day of August, 1992, by and among Graham N. Webster ("Webster"), who is the owner of certain real property located in the southwest portion of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 32, Township 20 South, Range 4 West (the portion of said $\frac{1}{4}$ owned by Webster being hereinafter referred to sometimes as the "Webster Land"), W. H. Gable, Jr. ("Gable"), who is the owner of all of said $\frac{1}{4}$ except the Webster Land (the Gable-owned portion of said $\frac{1}{4}$ being hereinafter sometimes referred to as the "Gable Land"); and National Bank of Commerce ("NBC"), as mortgagee of the Webster Land.

WITNESSETH:

WHEREAS, Gable acquired title to the Gable Land by a deed recorded in Book 334, Page 911, of the Probate Office of Shelby County, Alabama, which deed purported to convey to Gable, among other lands, all of said $\frac{1}{4}$ "except that part ... that lies west of Farrington Branch";

WHEREAS, Webster initially acquired an interest, together with two others, in said $\frac{1}{4}$ Section by a deed from William G. Schwab, individually and as Executor of the Estate of Minnie M. Schwab, said deed being recorded in the Probate Office of Shelby County, Alabama in Book 267, Page 524, which deed purported to convey to Webster and said two others "all that part (of said $\frac{1}{4}$) lying South and West of Farrington Branch";

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5421 to Charles Crest Rd
Boaz, AL
35023

Inst # 1992-20988

WHEREAS, Webster subsequently purchased the interests of said two others and is now the sole owner of the Webster Land, subject only to an existing mortgage to NBC;

WHEREAS, there have arisen between Webster and Gable a dispute as to the true boundary line separating the Gable Land and the Webster Land within said $\frac{1}{4}\frac{1}{4}$, which dispute arises primarily due to the fact that deeds conveying ownership to the respective parties to this Agreement are unclear and unsettled as to their meaning because of the different and inexact references therein to the Farrington Branch boundary line;

WHEREAS, various affidavits and other documents that have been filed of record in an attempt to clarify and settle the boundary line between these properties have failed to do so; and,

WHEREAS, the parties now desire to forever settle the true boundary line existing between their respective properties, which boundary line shall be binding upon each of the parties to this Agreement, their heirs, successors and assigns, forever.

NOW, THEREFORE, in consideration of the premises and One Dollar (\$1.00) in hand paid by each party to the other, the parties covenant, stipulate and agree as follows:

1. The boundary line between the Webster Land and the Gable Land shall hereinafter be that certain line depicted on Exhibit A hereto as running 1048.01 feet southeasterly from the west line of said $\frac{1}{4}\frac{1}{4}$ to the south line of said $\frac{1}{4}\frac{1}{4}$. Exhibit A is a copy of a survey dated May 31, 1992, and made by W. M. Varnon, a Registered Land Surveyor. The parties further agree that:

(a) The property owned by Webster in the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 32, Township 20 South, Range 4 West, Shelby County, Alabama, shall henceforth be described as follows:

Begin at the Southwest corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and run in a Northerly direction along the West line thereof a distance of 523.26 feet; thence turn right an angle of 120 degrees 50 minutes 57 seconds and run in a Southeasterly direction a distance of 1048.01 feet to a point on the South line of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence turn right an angle of 150 degrees 3 minutes 3 seconds and run in a Westerly direction along the South line of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ a distance of 899.85 feet to the point of beginning, said area containing 5.404 acres, more or less.

(b) The property owned by Gable in said $\frac{1}{4}\frac{1}{4}$ shall be henceforth described as follows:

All of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 32, Township 20 South, Range 4 West, LESS and EXCEPT the following described parcel:

Begin at the Southwest corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and run in a Northerly direction along the West line thereof a distance of 523.26 feet; thence turn right an angle of 120 degrees 50 minutes 57 seconds and run in a Southeasterly direction a distance of 1048.01 feet to a point on the South line of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence turn right an angle of 150 degrees 3 minutes 3 seconds and run in a Westerly direction along the South line of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ a distance of 899.85 feet to the point of beginning, said area containing 5.404 acres, more or less.

2. Each of the respective parties to this Agreement agrees that this Agreement shall be filed with the Probate Office of Shelby County, Alabama for purposes of forever describing and settling the boundary line between their respective properties in

said 1/4 1/4 and correcting any misdescription that may be contained in said Probate Office in any deed, mortgage, affidavit or other document and that it will forever bind the parties to this Agreement along with their respective heirs and assigns. To that end, Gable does hereby release, remise and quitclaim to Webster, his heirs and assigns, all right, title and interest in and to the lands described in paragraph 1(a) above, and Webster and NBC do hereby release, remise and quitclaim to Gable, his heirs and assigns, all right, title and interest in and to the lands described in paragraph 1(b) above; TO HAVE AND TO HOLD, to the aforesaid respective grantees, their respective heirs and assigns, forever.

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


GRAHAM N. WEBSTER


W. H. GABLE, JR.

NATIONAL BANK OF COMMERCE,
a National Banking Corporation

By: 
Its: Vice President

(Acknowledgments begin on next page)

STATE OF ALABAMA)
JEFFERSON COUNTY)

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

Given under my hand this the 13th day of August, 1992.

Deborah J. Dutton
NOTARY PUBLIC

STATE OF ALABAMA)
Jefferson COUNTY)

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

Given under my hand this the 31st day of August, 1992.

My Commission Expires 2-22-93

Fred Ross Jr
NOTARY PUBLIC

STATE OF ALABAMA)
:
JEFFERSON COUNTY)

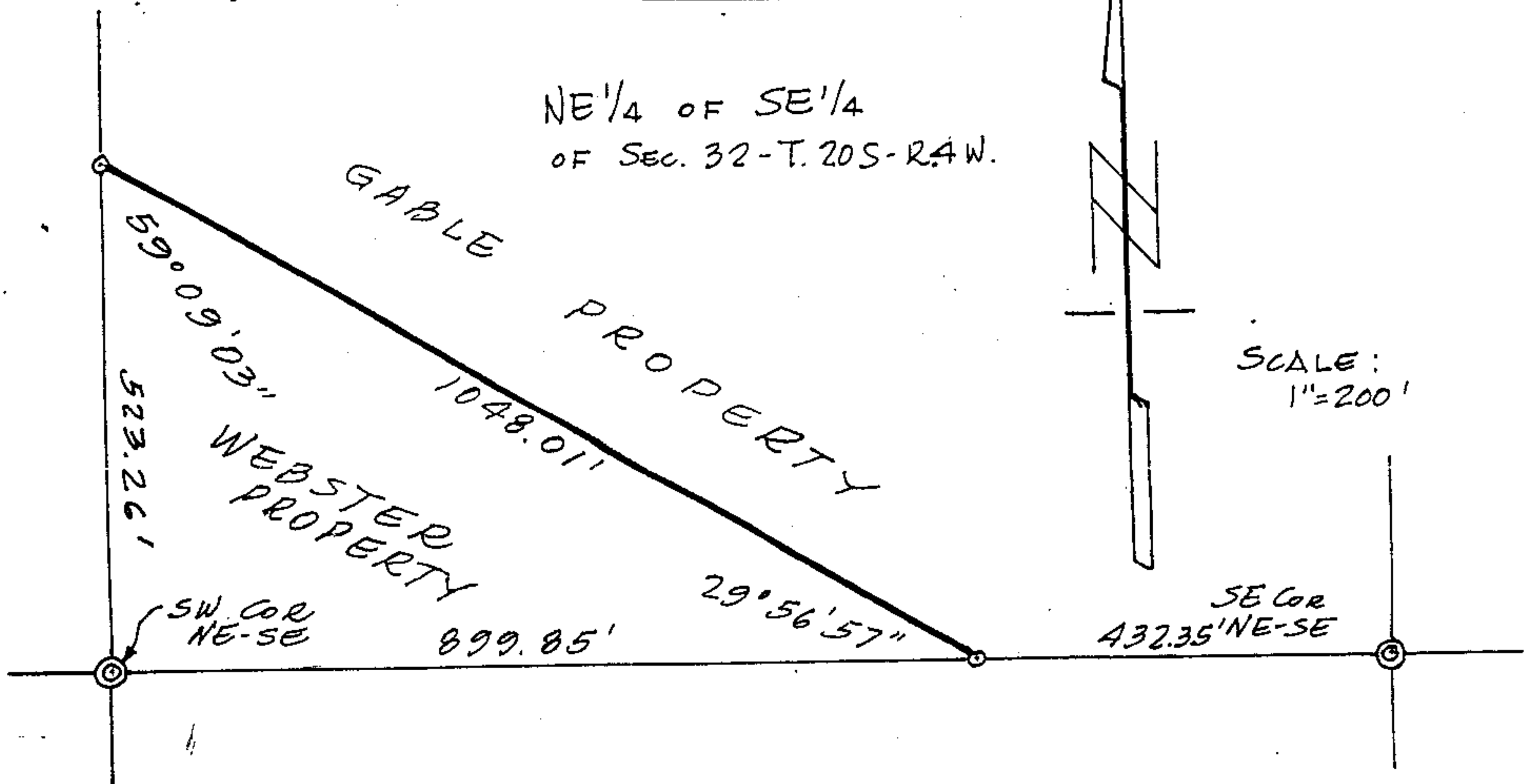
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William G. Sanders, Jr., whose name as Vice President of National Bank of Commerce, a national banking association, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer, and with full authority, executed the same voluntarily for and as the act of said association.

Given under my hand and seal of office this 14th day of August, 1992.

[NOTARIAL SEAL]

Kay H. Tyle
Notary Public
My commission expires: 11/6/92

EXHIBIT "A"



STATE OF ALABAMA
SHELBY COUNTY

I, W.M.VARNON, a Professional Land Surveyor, hereby state that the following described boundary line to be correctly located and to be the property division line between the adjoining property owners:

DESCRIPTION, to wit:

Begin at the southeast corner of the North-East quarter of the South-East quarter of Section 32, Township 20 South, Range 4 West; thence in a westerly direction along the south line of said quarter-quarter section 432.35 feet to the point of beginning of division line herein described; thence turning an angle of 29 degrees 56 minutes 57 seconds to the right in a northwesterly direction 1048.01 feet to the intersection with the west line of said quarter-quarter section at a point that is 523.26 feet north of the southwest corner of said quarter-quarter section, said intersection being the terminus of said division line herein described.

According to my survey this 31st day of May, 1992.



W.M.VARNON - PLS 9324
Phone: 205-491-9872

Inst # 1992-20988
09/23/1992-20988
08:46 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MJS 19.00