

STATE OF ALABAMA :
:
SHELBY COUNTY :

THIS AGREEMENT made and entered into on this, the 8TH
day of DECEMBER, 1992, by and between C. W. McKay, Jr.,
(McKay), and Roger Butler and his wife, Ruby Butler, (Butler),

W I T N E S S E T H:

DEFINITIONS: As used in this document the following words or
phrases shall have the meaning set opposite each as follows:

"MCKAY" shall mean C. W. McKay, Jr.;

"BUTLER" shall mean Roger Butler and wife, Ruby Butler;

"MCKAY LANDS" shall mean the lands owned by McKay in the SW
1/4 of the SE 1/4 of Section 1, Township 20 South, Range 2
East, Shelby County, Alabama;

"BUTLER LANDS" shall mean the lands owned by Butler in the
SE 1/4 of the SW 1/4 of Section 1, Township 20 South, Range
2 East, Shelby County, Alabama;

"COMMON BOUNDARY" shall mean the government survey line
which is the west boundary of McKay lands and the east
boundary of Butler lands;

"FENCE" shall mean a metal fence attached to trees, metal
posts and wooden posts;

"SURVEY" shall mean a survey by a duly Registered Surveyor
who is licensed to practice his profession in the State of
Alabama;

RECITATIONS: Whereas McKay is the owner of certain lands
located in the SW 1/4 of the SE 1/4 of Section 1, Township 20
South, Range 2 East, Shelby County, Alabama, the West line being
the West line of said forty, and

Whereas Butler is the owner of certain lands located in the
SE 1/4 of the SW 1/4 of Section 1, Township 20 South, Range 2
East, Shelby County, Alabama, the East line being the east line
of said forty, and

Whereas the common boundary shared by the McKay lands and
the Butler lands has not been ascertained by any survey in the
possession of any of the parties hereto and its exact location is
unknown to the parties but is not in dispute, and

Whereas Butler has erected a fence running generally north
and south along the common boundary, now, therefore,

In consideration of the premises and in consideration of the
covenants and agreements herein contained, the parties hereto
agree to and with each other as follows:

Inst # 1993-06242
03/05/1993-06242
11:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DMS MCD 11.50

1. Neither party makes claim that the fence is the common boundary of the McKay Lands and Butler Lands and neither shall in the future make any such claim, it being the intent of the parties that the common boundary is and shall be the line between said lands established by the original government survey;

2. Until such time as the government survey line is determined and established Butler may keep and maintain said fence in its present location but shall not claim to own any land that lies east of the common boundary that a survey may reveal to be within the confines of said fence; further, that until the common boundary is established by a survey McKay shall not claim to own any lands that may lie west of the common boundary that a survey may reveal to be outside the confines of said fence;

3. That at such time as a survey has been prepared which establishes on the ground the common boundary, Butler shall remove or relocate any portion of said fence which lies east of the common boundary and, if required, quit claim unto McKay any lands so fenced; at such time as such common boundary is established by survey McKay shall, if required, quit claim to Butler any lands that lie west of the common boundary and east of said fence.

4. The agreements and stipulations set forth in this agreement shall be binding on the parties, their heirs, assigns, successors, administrators or executors, as the case may be.

5. This document sets forth the entire agreement of the parties, the same cannot be altered or amended except by instrument in writing duly signed and witnessed or acknowledged by the parties or their successors in interest as required by law, it is not intended to establish any common boundary other than that established by the original government survey and to verify and re-affirm that neither party shall claim any rights by adverse possession or usage, that any such usage up to said fence and beyond the common boundary shall be deemed to be permissive use by the parties respectively and may be terminated at any time that an accurate survey has been prepared locating such common boundary.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals on this, the day and year above written. Executed in duplicate, each copy may be treated as a duplicate original.

C. W. McKay, Jr. (SEAL)
C. W. MCKAY, JR.

WITNESS:

Stephanie S. Reeves
W. T. Campbell

Roger J. Butler (SEAL)
ROGER BUTLER

Ruby E. Butler (SEAL)
RUBY BUTLER

WITNESS:

Paul R Edwards

Inst # 1993-06242

03/05/1993-06242
11:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 11.50