

\$500⁰⁰
to clear title

STATE OF ALABAMA)
SHELBY COUNTY)

QUITCLAIM, MUTUAL RELEASE AND BOUNDARY LINE AGREEMENT

This **AGREEMENT** is made this 6 day of October, 2011, by and between Ben C. Franklin and Jane B. Franklin, husband and wife, residing at 118 Nolen Lane, Alabaster, Alabama 35007 (hereinafter "Franklin"), and William A. Nall and Rebecca B. Nall, husband and wife, residing at 330 Cove Road, Wilsonville, Alabama 35____ (hereinafter "Nall"):

WITNESSETH:

WHEREAS, Ben C. Franklin and Jane B. Franklin were Grantees in that certain deed dated May 6, 1994, and recorded on May 13, 1994, at Instrument Number 1994-15550 in the office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, William A. Nall and Rebecca B. Nall were Grantees in that certain deed dated June 10, 2008, and recorded on June 10, 2008, at Instrument Number 2008-0610000236610 in the office of the Judge of Probate of Shelby County, Alabama, and that certain deed dated August 9, 2006 and recorded on August 9, 2006, at Instrument Number 2006-0809000385030 in the office of the Judge of Probate of Shelby county, Alabama; and

WHEREAS, the property owned by the Franklins and the property owned by the Nalls by adjacent to and contiguous to each other with the Nalls property lying generally to the North of the Franklin property; and

WHEREAS, a question has arisen as to the exact location of a certain boundary line between the Franklin Parcel and the Nall Parcel. The Franklins and Nalls, have agreed to settle this matter and are desirous of fixing and making said boundary line more certain and definite.

NOW THEREFORE, in consideration of the premises and the settlement of that certain lawsuit styled *Franklin vs. Nall*, Circuit Court of Shelby County, Alabama, CV 2010-90012, the receipt whereof is hereby acknowledged, the parties hereto do for themselves, their respective heirs, legal representatives, successors, and assigns, covenant, consent, and agree that the boundary line between the lands of the parties shall be and hereby is declared to be as set out below and as depicted on the certain survey of Robert J. Black, Jr., dated May 27, 2009, attached hereto as Exhibit "1".

The boundary line between the Franklin parcel and the Nall parcel is described as follows:

A common property line in between the Franklin and Nall properties located in the Southwest Quarter (SW1/4) of Section 17, Township 21 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

COMMENCING at the Northwest Corner of the Southwest Quarter (SW1/4) of Section 17, Township 21 South, Range 2 West, Shelby County, Alabama; thence run S43°45'00"E for a distance of 29.00 feet; thence run S01°20'00"E for a distance of 245.40 feet; thence run S45°22'10"E for a distance of 452.53 feet; thence run




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N77°49'35"E for a distance of 127.05 feet to the Point of Beginning; thence run N18°54'00"W for a distance of 14.40 feet; thence run N80°46'31"E for a distance of 71.16 feet; thence run N84°28'28"E for a distance of 52.44 feet; thence run S86°09'02"E for a distance of 17.40 feet to the end of said common property line.

1. The Franklins do hereby grant, release, and forever quitclaim unto the Nalls their heirs, successors, and assigns forever, all the land owned by Franklin lying on the North side of the boundary line as hereinbefore fixed and determined, together with the appurtenances and all the state and rights of the Franklins in and to the said premises, to have and to hold the same unto the Nalls, their heirs, successors, and assigns forever.
2. Nall does grant, release, and forever quitclaim unto the Franklins, their heirs, successors, and assigns forever, all the land owned by the Nalls lying on the South side of the boundary line as hereinbefore fixed and determined, together with the appurtenances and all the state and rights of the Nalls in and to the said premises, to have and to hold the same unto the Franklins, their heirs, successors, and assigns forever.
3. The parties, on their own behalf and their heirs, successors, and assigns, agree that the existing fence located on the property line shall remain in place and may not be removed without the written consent of both parties.
4. The parties agree that the existing fence which is generally located along the boundary line set forth above shall be repaired and thereafter shall not be removed, replaced or altered without the prior written consent of both parties.
5. The Nalls acknowledge and agree that they shall cease using the access to Nolan Lane they opened in the fence across from the Franklins' driveway and shall instead and from this point forward only use that access to Nolan Lane they obtained which is located in the Southwest corner of the Nalls' property and west of the Franklins' property.
6. For and in consideration of the conveyances, promises, covenants and releases contained herein and for other good and valuable consideration as further stated in this Agreement, the receipt and sufficiency of which are hereby acknowledged, each party hereby irrevocably and unconditionally releases, settles, compromises, reaches accord and satisfaction, and forever discharges and acquits the other, their heirs, assigns, from any and all charges, complaints, liabilities, claims, controversies, causes of action, suits, rights, and demands for damages, losses, debts and/or expenses which the other had or now has, in connections with the aforementioned boundary line dispute. Said release applies to that certain lawsuit styled *Franklin vs. Nall*, Circuit Court of Shelby County, Alabama, CV 2010-90012, and any and all other claims, known or unknown, suspected or unsuspected, arising out of any act or omission relative to the subject boundary, occurring on or before the date of the execution of the Agreement, including, but not limited to, claims of Trespass, Unlawful Detainer, Ejectment, and any and all similar charges, claims, or controversies arising out of or in any related to the Boundary Dispute described herein, whether based in tort, contract or otherwise, and whether equitable or legal in nature.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this the 6 day of October, 2011.


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Ben C. Franklin



Jane B. Franklin

STATE OF ALABAMA)
SHELBY COUNTY)

Before me, the undersigned authority in and for said State, did on this day personally appear **Ben C. Franklin and Jane B. Franklin**, who are known to me and who did acknowledge that, being informed of the contents of the foregoing instrument, they did execute the same on the day same bears date.

Witness my hand and seal, this the 14 day of October, 2009.

[SEAL]


Notary Public

My Commission Expires: 6/21/2010



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William A. Nall



Rebecca B. Nall

STATE OF ALABAMA)
SHELBY COUNTY)

Before me, the undersigned authority in and for said State, did on this day personally appear **William A. Nall and Rebecca B. Nall**, who are known to me and who did acknowledge that, being informed of the contents of the foregoing instrument, they did execute the same on the day same bears date.

Witness my hand and seal, this the 6th day of October, ~~2009~~
2011

[SEAL]



Notary Public

My Commission Expires: 10-16-12




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THIS INSTRUMENT WAS PREPARED BY:
Thomas J. Skinner, IV
Law Offices of Thomas J. Skinner, IV, LLC
2700 Highway 280, Suite 245
Birmingham, Alabama 35223



EXHIBIT 1

SURVEY


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NEEL-SCHAFFER
Solutions You can build upon

15 Southside Lane
Hooper, Alabama 35244

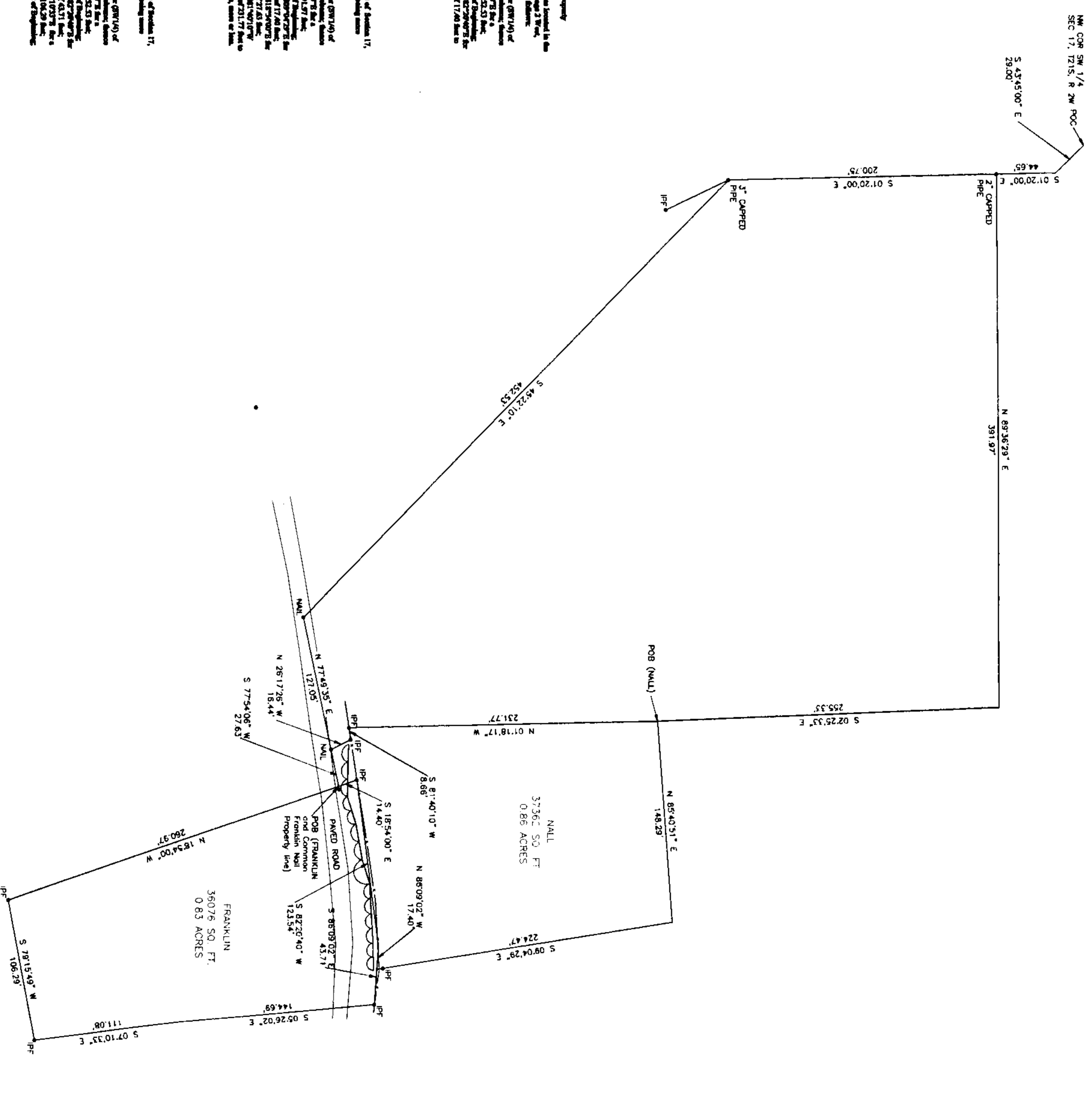
Tel. (205) 397-3800
Fax (205) 397-3900

NOTICE TO BORROWERS
This plat has been prepared by the undersigned as a result of a survey of the land described herein for the purpose of showing the boundaries and location of the property therein and for the purpose of showing the location of the property therein and for the purpose of showing the location of the property therein.



REVISIONS	DATE	BY	DESCRIPTION

**FRANKLIN-NALL PROPERTY
LINE AGREEMENT SURVEY
SHELBY COUNTY, ALABAMA**



STATE OF ALABAMA
SHELBY COUNTY

Nall Property

A land of record of land located in the Shiloh-Canton (GRV14) of Section 17, Township 21 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

CONSIDERING that the Nall-Canton (GRV14) of Section 17, Township 21 South, Range 3 West, Shelby County, Alabama, does contain a tract of land of record of 35076 SQ. FT. (0.83 ACRES) of land located in the Shiloh-Canton (GRV14) of Section 17, Township 21 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

CONSIDERING that the Nall-Canton (GRV14) of Section 17, Township 21 South, Range 3 West, Shelby County, Alabama, does contain a tract of land of record of 37366 SQ. FT. (0.86 ACRES) of land located in the Shiloh-Canton (GRV14) of Section 17, Township 21 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

CONSIDERING that the Nall-Canton (GRV14) of Section 17, Township 21 South, Range 3 West, Shelby County, Alabama, does contain a tract of land of record of 18177 SQ. FT. (0.41 ACRES) of land located in the Shiloh-Canton (GRV14) of Section 17, Township 21 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

CONSIDERING that the Nall-Canton (GRV14) of Section 17, Township 21 South, Range 3 West, Shelby County, Alabama, does contain a tract of land of record of 16444 SQ. FT. (0.38 ACRES) of land located in the Shiloh-Canton (GRV14) of Section 17, Township 21 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

CONSIDERING that the Nall-Canton (GRV14) of Section 17, Township 21 South, Range 3 West, Shelby County, Alabama, does contain a tract of land of record of 15234 SQ. FT. (0.35 ACRES) of land located in the Shiloh-Canton (GRV14) of Section 17, Township 21 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

CONSIDERING that the Nall-Canton (GRV14) of Section 17, Township 21 South, Range 3 West, Shelby County, Alabama, does contain a tract of land of record of 14466 SQ. FT. (0.33 ACRES) of land located in the Shiloh-Canton (GRV14) of Section 17, Township 21 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

CONSIDERING that the Nall-Canton (GRV14) of Section 17, Township 21 South, Range 3 West, Shelby County, Alabama, does contain a tract of land of record of 13234 SQ. FT. (0.30 ACRES) of land located in the Shiloh-Canton (GRV14) of Section 17, Township 21 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

CONSIDERING that the Nall-Canton (GRV14) of Section 17, Township 21 South, Range 3 West, Shelby County, Alabama, does contain a tract of land of record of 12000 SQ. FT. (0.27 ACRES) of land located in the Shiloh-Canton (GRV14) of Section 17, Township 21 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

1

DATE: MAY 2010
DRAWN BY: JES
CHECKED BY: GBE
SCALE: 1"=40'

1

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