

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (this "Agreement") is entered into as of August _____, 2013 by and among TL DEVELOPMENT, LLC, an Alabama limited liability company ("TL") and KATE KIEFER ("Kiefer").

WITNESSETH

- A. Kiefer is the owner of real property located in Shelby County, Alabama as described on Exhibit "A" which is attached hereto and incorporated herein (hereinafter referred to as the "Kiefer Property").
- B. TL is the owner of real property commonly known as _____ Pine Valley Drive and described on Exhibit "B" which is attached hereto and incorporated herein (hereinafter referred to as the "TL Property").
- C. The Kiefer Property and the TL Property share a common boundary as shown on the drawing attached on Exhibit "C" hereto and incorporated herein (hereinafter referred to the "Survey").
- D. The Survey discloses a fence between the Kiefer Property and the TL Property inside the TL Property. The fence belongs to Kiefer and encroaches onto the TL Property (hereinafter referred to as the "Fence").
- E. Kiefer and TL have agreed to allow the Fence to remain in the current location pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of TL allowing the Fence to remain on the TL Property, Kiefer hereby covenants, agrees, represents and warrants as follows:

1. TL hereby grants to Kiefer permission for the Fence to remain in its current location for as long as it shall stand in good condition. If the Fence is in need of inspection, and/or repair, TL expressly grants Kiefer a limited license to enter the TL Property to inspect and/or repair the Fence.
2. Kiefer hereby expressly understands and agrees that the Fence encroaches upon the TL Property and that the Fence may remain pursuant to the terms of this Agreement and so long as it shall stand in good condition. If the Fence needs to be inspected and/or repaired, Kiefer has only a limited license to enter the TL Property for such inspections and/or repairs. In addition, Kiefer agrees to remove the Fence within forty five (45) days of request by TL.

3. If Kiefer, her heirs, successors and/or assigns desires to remove and replace the Fence or TL requests that the Fence be removed from the TL Property, TL, her heirs, successors and/or assigns expressly grants a license to Kiefer, her heirs, successors and/or assigns to enter the TL Property to remove same, upon the express condition, that Kiefer shall upon replacement move the location of the Fence back to the division line between their respective properties, as shown on the Survey, and remove all parts of the Fence from the TL Property.

4. The parties agree to record this agreement in the Office of the Judge of Probate of Shelby County, Alabama in order to memorialize of record the understanding between the parties. Upon removal and relocation of the Fence, the parties agree to record a Termination of Encroachment Agreement to remove this agreement of record.

[signatures on following pages]



IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year first above written.

KIEFER:

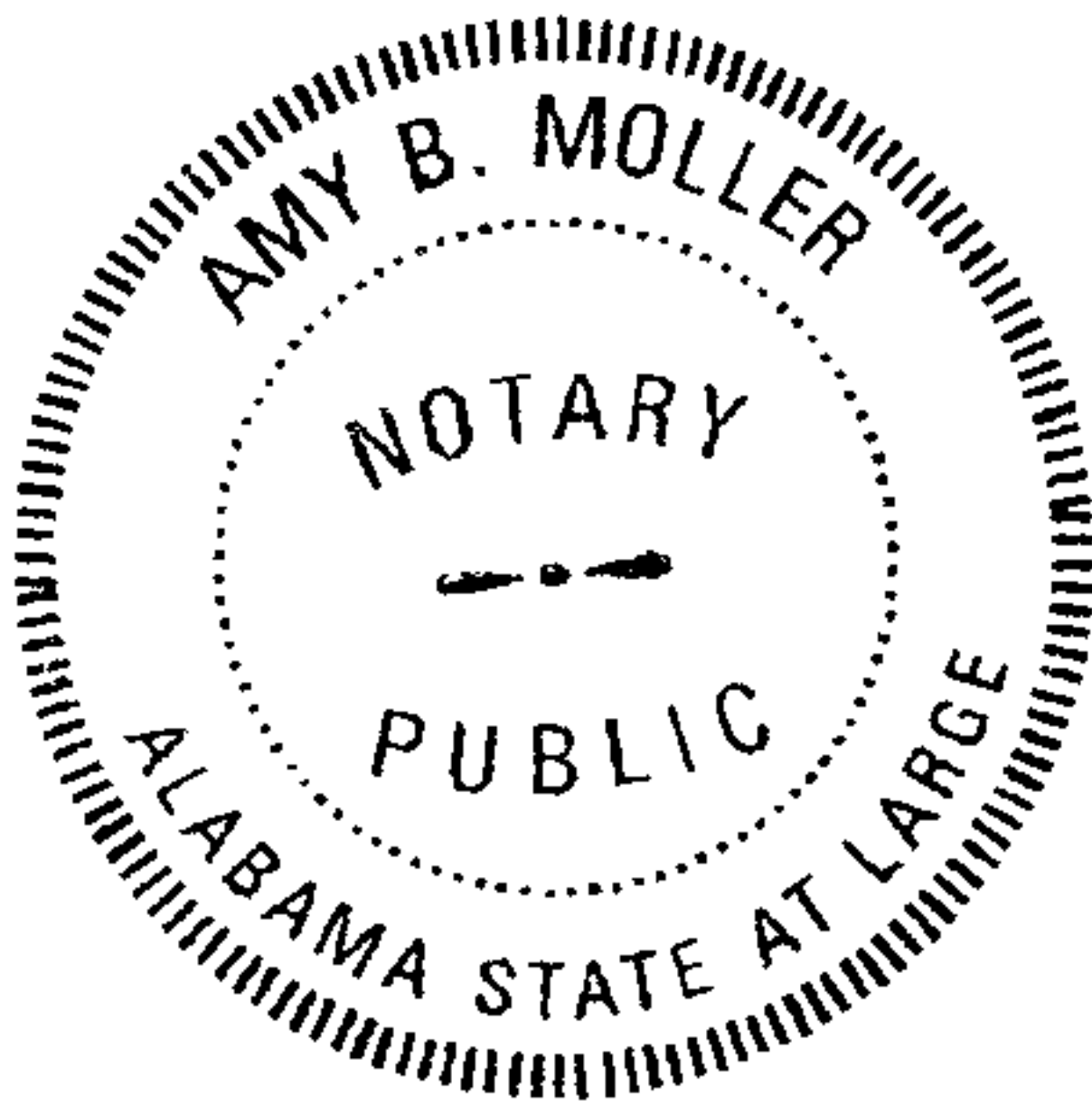
Kate Kiefer
KATE KIEFER

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that KATE KIEFER 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 said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 27 day of August, 2013.



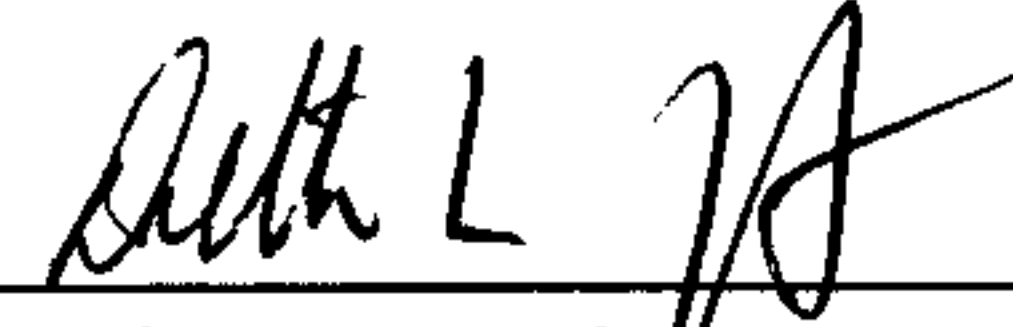
Amy B. Moller
Notary Public
My Commission Expires: 12/12/15

[signatures continued on following page]



TL:

TL DEVELOPMENT, LLC,
an Alabama limited liability company

By: 
Delton L. Clayton
Its: Sole Manager

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Delton L. Clayton, as Sole Manager for TL DEVELOPMENT, LLC, an Alabama limited liability company 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 conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 30th day of August, 2013.



Notary Public
My Commission Expires: 10-18-2016

Exhibit "A"
Kiefer Property

The South ½ of the SE ¼ of the NW ¼ of Section 6, Township 24, Range 14 East, Shelby County, Alabama, lying West of Wally Watson Road.

As reflected on deed recorded in Instrument 2000-12604 in the Office of the Judge of Probate of Shelby County, Alabama.

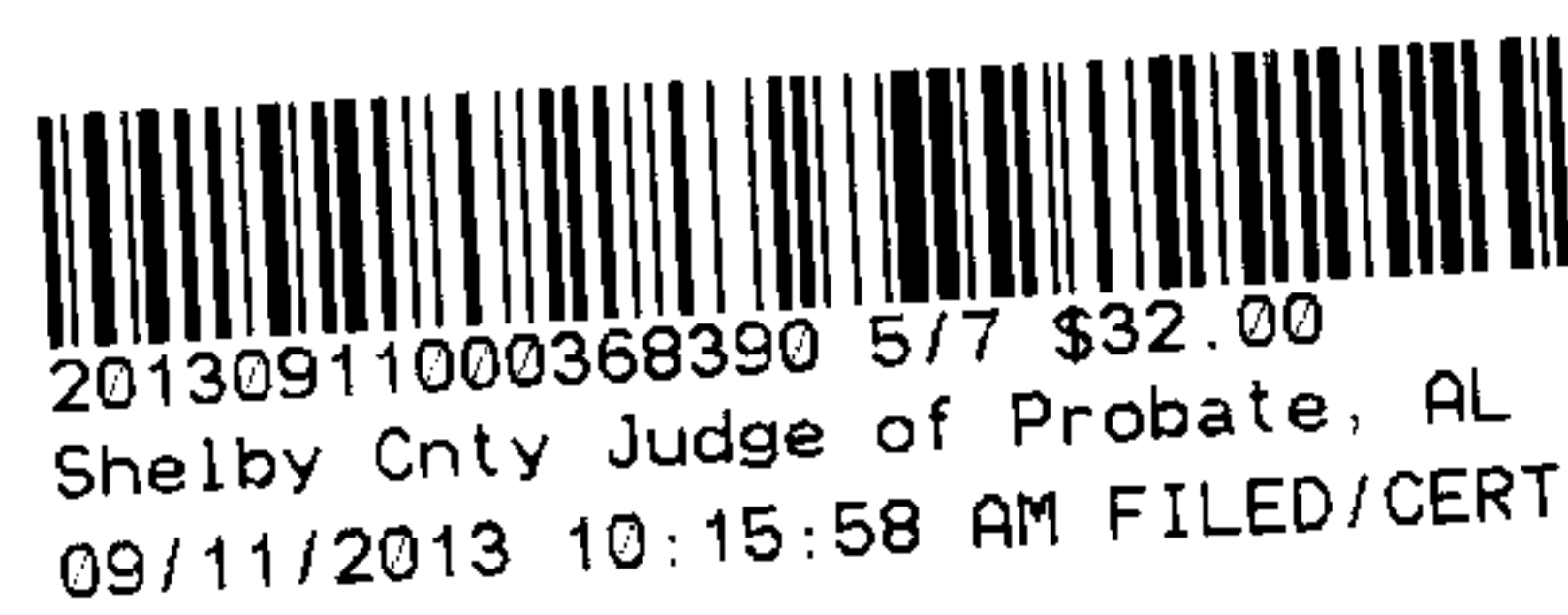


Exhibit "B"
TL Property

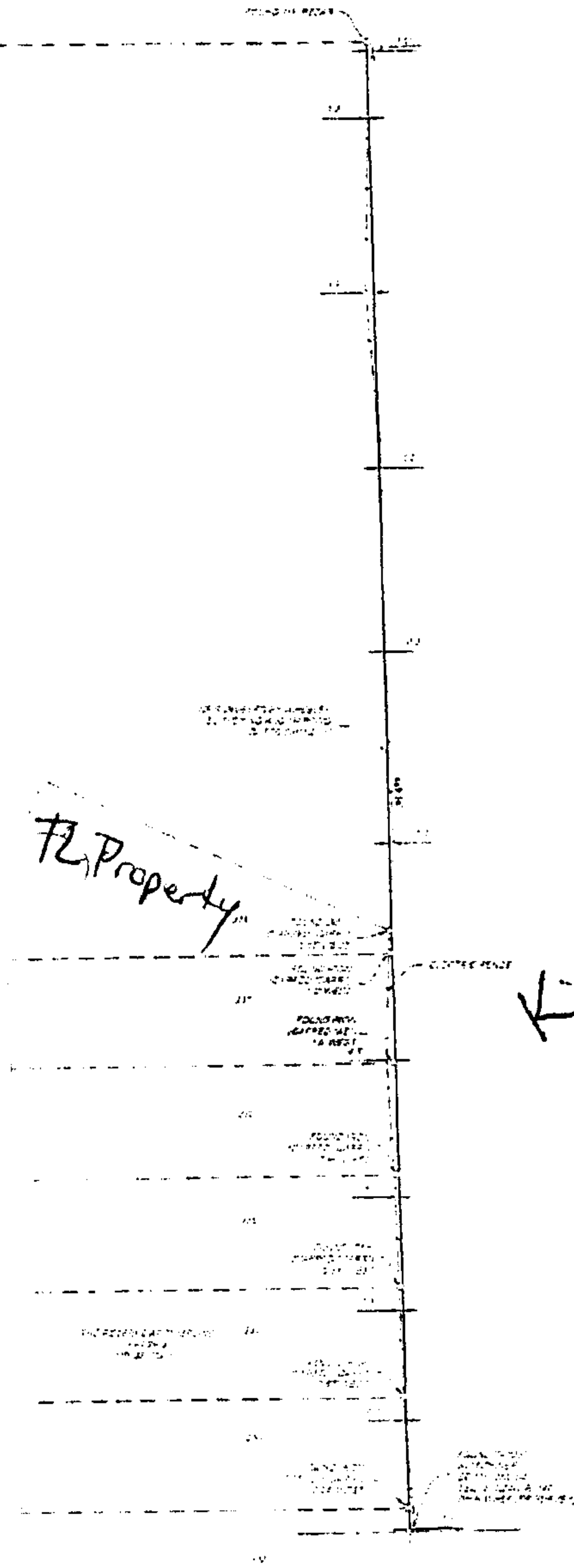
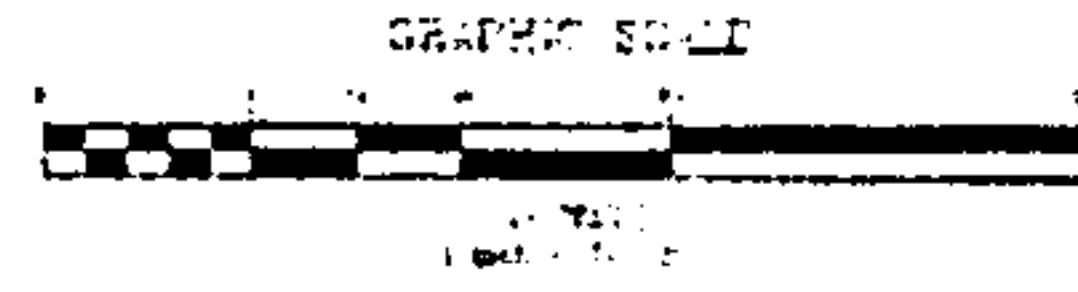
Lot 238, according to the survey of the Reserve at Timberline Phase 3, as recorded in Map Volume 38, page 53 in the Office of the Judge of Probate of Shelby County, Alabama.

As reflected on deed recorded in Instrument 20130820000339280 in the Office of the Judge of Probate of Shelby County, Alabama.

Exhibit C

THE RESERVE AT TIMBERLINE PROPERTY LINE EXHIBIT


THIS EXHIBIT IS A PART OF THE SURVEY OF THE RESERVE AT TIMBERLINE, A COMMUNITY DEVELOPMENT PROJECT, SHELBY COUNTY, ALABAMA, AND IS TO BE FILED WITH THE DEED RECORDS OF SHELBY COUNTY, ALABAMA.



20130911000368390 7/7 \$32.00
Shelby Cnty Judge of Probate, AL
09/11/2013 10:15:58 AM FILED/CERT

THIS EXHIBIT IS A PART OF THE SURVEY OF THE RESERVE AT TIMBERLINE, A COMMUNITY DEVELOPMENT PROJECT, SHELBY COUNTY, ALABAMA, AND IS TO BE FILED WITH THE DEED RECORDS OF SHELBY COUNTY, ALABAMA.

SURVEYED BY
[Signature]
ARRINGTON ENGINEERING

 ARRINGTON ENGINEERING Civil Engineers - Surveyors - Land Planners	
1000 10th Avenue Suite 100 Birmingham, AL 35203 Phone: (205) 944-1111 Fax: (205) 944-1112 Email: info@arrington-engineering.com	
PROJECT NO. 1000 10th Avenue Suite 100 Birmingham, AL 35203 Phone: (205) 944-1111 Fax: (205) 944-1112 Email: info@arrington-engineering.com	DATE 09/11/2013 TIME 10:15:58 AM FILED/CERT

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