

ENCROACHMENT AGREEMENT

27th **THIS ENCROACHMENT AGREEMENT** (this "Agreement") is entered into as of August 27th, 2013 by and among D.R. HORTON, INC.-BIRMINGHAM ("Horton") 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. Horton is the owner of real property commonly known as 1084 Pine Valley Drive and described on Exhibit "B" which is attached hereto and incorporated herein (hereinafter referred to as the "Horton Property").
- C. The Kiefer Property and the Horton 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 Horton Property inside the Horton Property. The fence belongs to Kiefer and encroaches onto the Horton Property (hereinafter referred to as the "Fence").
- E. Kiefer and Horton have agreed to allow the Fence to remain in the current location pursuant to the terms of this Agreement.


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

1. Horton 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, Horton expressly grants Kiefer a limited license to enter the Horton Property to inspect and/or repair the Fence.
2. Kiefer hereby expressly understands and agrees that the Fence encroaches upon the Horton 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 Horton Property for such inspections and/or repairs. In addition, Kiefer agrees to remove the Fence within forty five (45) days of request by Horton.

3. If Kiefer, her heirs, successors and/or assigns desires to remove and replace the Fence or Horton requests that the Fence be removed from the Horton Property, Horton, her heirs, successors and/or assigns expressly grants a license to Kiefer, her heirs, successors and/or assigns to enter the Horton 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 Horton 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]


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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year first above written.

KIEFER:

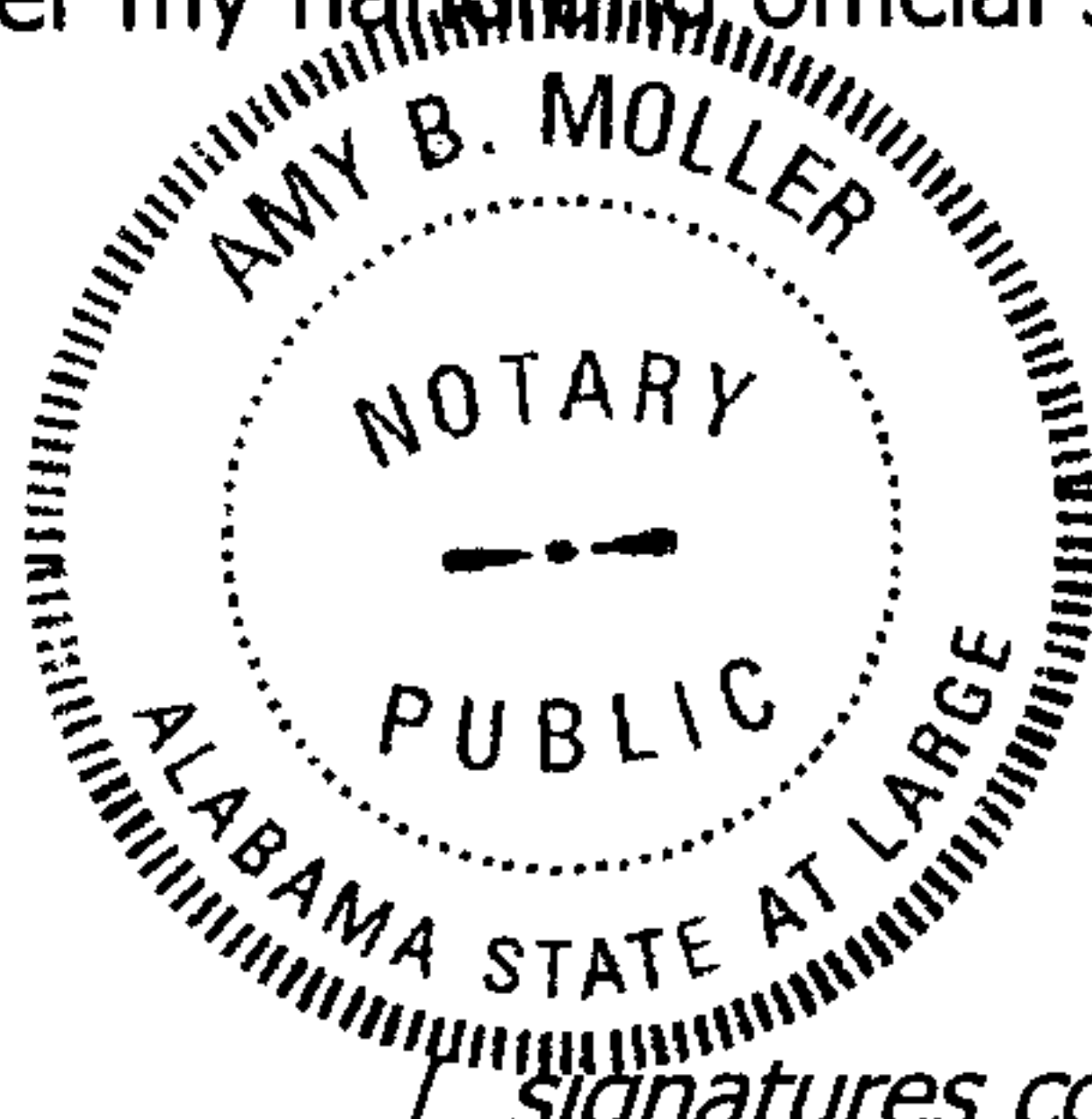
Kate Kiefer
KATE KIEFER

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.



A. Moller
Notary Public

My Commission Expires: 12/12/15

[signatures continued on following page]



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HORTON:

D.R. HORTON, INC. - BIRMINGHAM,
an Alabama corporation

By: Brenda L. Gibson
Name: Brenda L. Gibson
Its: Assistant Secretary

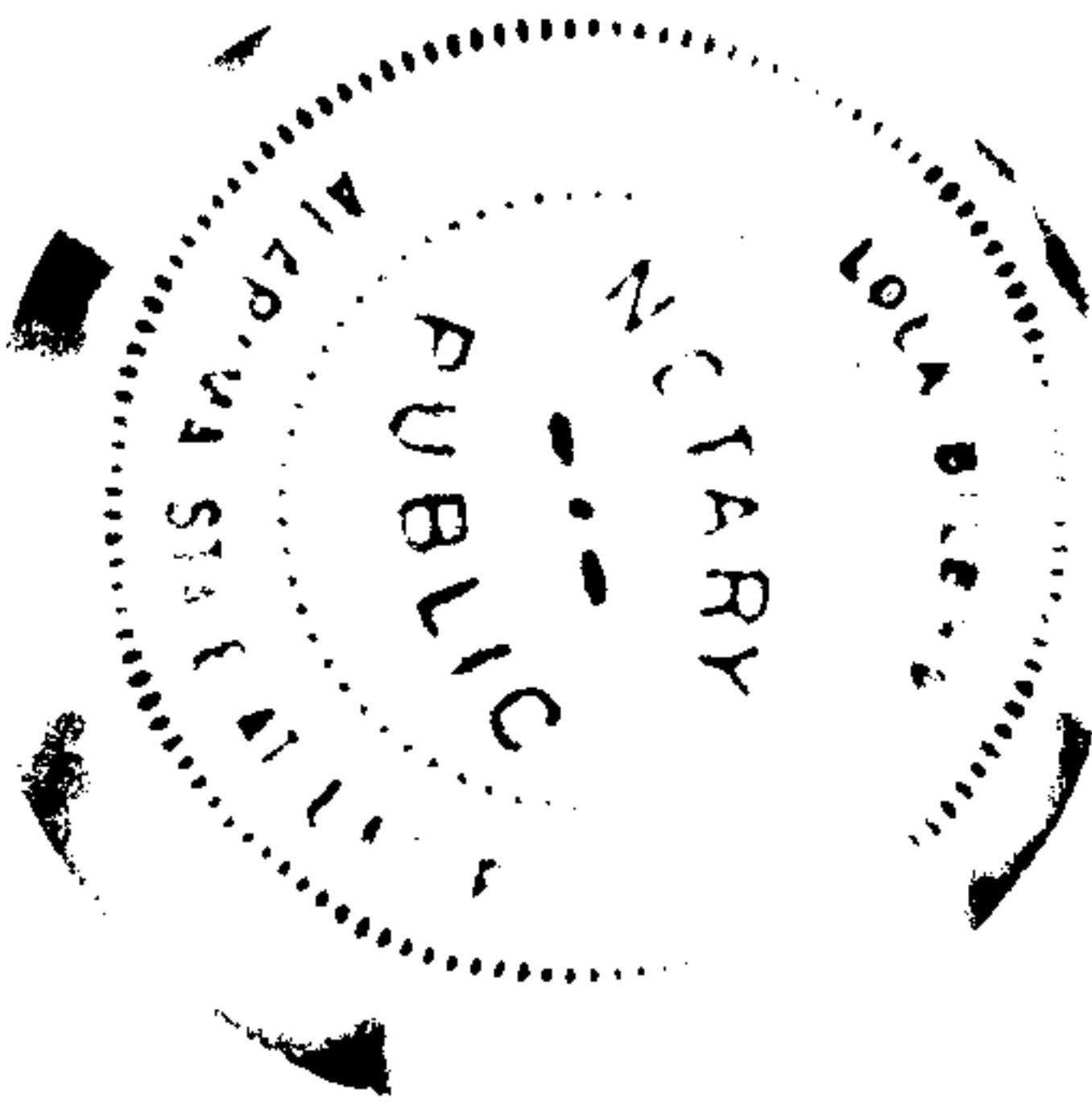
STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Brenda L. Gibson, as Assistant Secretary for D.R. Horton, Inc.-Birmingham, an Alabama corporation 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 corporation.

Given under my hand and official seal this the 11th day of September, 2013.

Lola Billbro
Notary Public
My Commission Expires: 9-19-16



NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sept 19, 2016
BONDED THRU NOTARY PUBLIC UNDERWRITERS



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Shelby Cnty Judge of Probate, AL
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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.

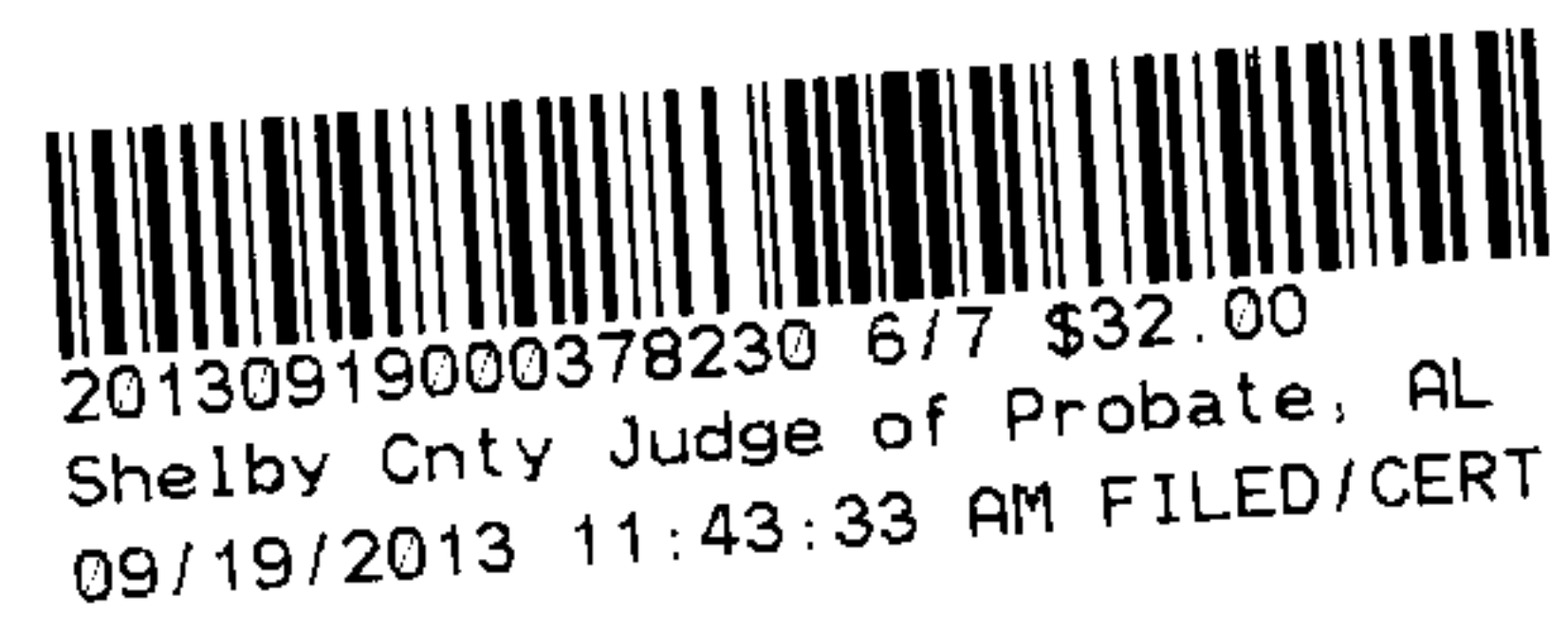


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Exhibit "B"
Horton Property

Lot 237, 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.





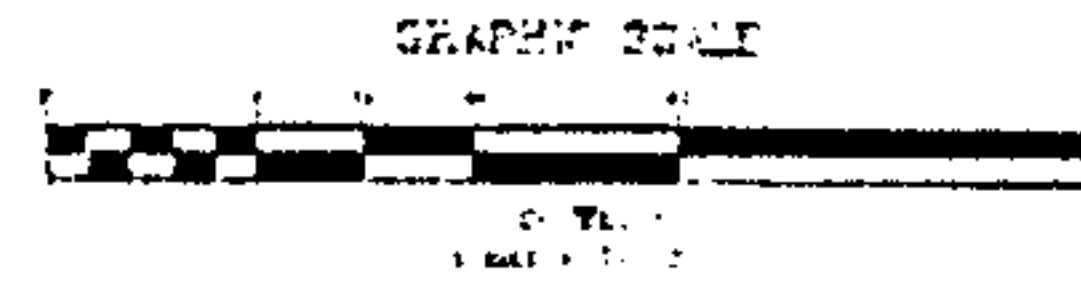
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Shelby Cnty Judge of Probate, AL
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Exhibit C

THE RESERVE AT TIMBERLINE PROPERTY LINE EXHIBIT

SHARPLESS, JOHN, HIGGINS, JIM, JR. OF SECTION 6
TOWNSHIP 10 NORTH, RANGE 10 WEST,
EASTERN DISTRICT, ALABAMA



Horton
Property

Kiefer
Property

I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY AND THAT THE SAME IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY AND THAT THE SAME IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY.

Surveyor
[Signature]
Professional No. 12345

ARRINGTON ENGINEERING Civil Engineers - Surveyors - Land Planners	
10000 1st Avenue Birmingham, AL 35202 205-555-1234	
Surveyor Professional No. 12345	Surveyor Professional No. 67890
Surveyor Professional No. 34567	Surveyor Professional No. 90123
Surveyor Professional No. 23456	Surveyor Professional No. 56789

THE RESERVE AT TIMBERLINE PROPERTY LINE EXHIBIT