

Boundary Line Agreement

This Agreement, made the 8 day of October, 2015, between **Arthur and Christine McMahon**, husband and wife, owners of 490 Oxford Way, Pelham, Alabama 35214 (Lot 2603) (hereinafter "**McMahons**"), **Tine Mie Hoffmeister**, the current record owner of 494 Oxford Way, Pelham, Alabama, 35214 (Lot 2602) (hereinafter "**Hoffmeister**") and **Austin and Tina Landry**, husband and wife, prospective purchasers of 494 Oxford Way, Pelham, Alabama, 35214 (Lot 2602) (hereinafter "**Landrys**")

WHEREAS, the **McMahons** are the owners in fee simple of certain real property known as 490 Oxford Way, designated as Lot 2603, according to the Survey of Weatherly Highlands The Ledges – Sector 26 – Phase 1, as recorded in Map Book 26, Page 145, in the office of the Judge of Probate, Shelby County, Alabama. (hereinafter "Parcel A"); and

WHEREAS, **Hoffmeister** is the owner in fee simple of certain real property known as 494 Oxford Way, designated as Lot 2602, according to the Survey of Weatherly Highlands The Ledges – Sector 26 – Phase 1, as recorded in Map Book 26, Page 145, in the office of the Judge of Probate, Shelby County, Alabama. (hereinafter "Parcel B"); and

WHEREAS, the **Landrys** are the prospective purchasers of the real property known as 494 Oxford Way, designated as Lot 2602, according to the Survey of Weatherly Highlands The Ledges – Sector 26 – Phase 1, as recorded in Map Book 26, Page 145, in the office of the Judge of Probate, Shelby County, Alabama. (hereinafter "Parcel B"); and

WHEREAS, Parcel A adjoins Parcel B; and

WHEREAS, a survey of Parcel B has been prepared by **Amos F. Reese**, land surveyor, dated 17 August 2015 (hereinafter the "Survey"), a copy of which is attached as Exhibit 1. Said survey shows, among other things, a **Privacy Fence** belonging to Parcel B which is nevertheless located on Parcel A and runs approximately six (6) feet parallel to the Northeast boundary line of Parcel B and the Southwest boundary line of Parcel A and

That **McMahons**, **Hoffmeister** and **Landrys** and hereby acknowledge the placement of the aforementioned **Privacy Fence** between Parcel A and Parcel B, specifically, all parties acknowledge that the placement of the fence was intentional and was mutually agreed on by **Hoffmeister** and the **McMahons**.

NOW, THEREFORE, in consideration of the mutual promises and conveyances herein contained, and other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereto for themselves and their heirs, legal representatives, successors and assigns, covenant and agree as follows:

In the event that the **McMahons** elect to relocate the **Privacy Fence** to the correct lot line, the **Landrys** agree to pay the first \$1,120.00 (One-thousand one-hundred twenty dollars) towards the cost of relocating said **Privacy Fence**. Any remaining costs shall be borne equally by the **Landrys** and the **McMahons**. Said relocated **Privacy Fence** shall be constructed of like materials and

design as the fence currently existing as of OCTOBER 8, 2015. The record owners shall adhere to any and all Covenants, Conditions and Restrictions then in effect as set out in by any Homeowner's Association then in existence in relocating the **Privacy Fence**.

All parties agree that the placement of the fence outside the boundary line of Parcel B was never intended to convey or annex any part of Parcel A. The parties further agree and acknowledge that any use by any record owner of Parcel B their heirs, legal representatives, successors and assigns, of any portion of Parcel A lying between the correct lot line and the current location of the **Privacy Fence** is permissive and not hostile to or with any claim of right against the **McMahons**, their heirs, legal representatives, successors and assigns.

IT IS MUTUALLY AGREED AND COVENANTED that this agreement shall run with the land and inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

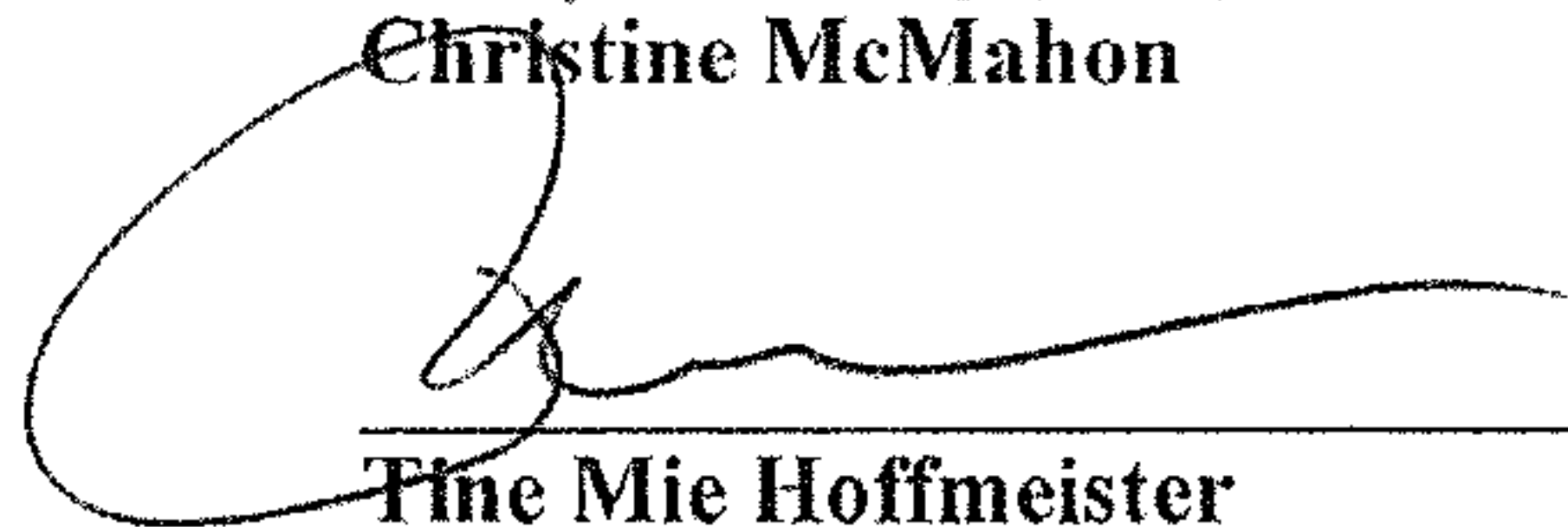
In WITNESS WHEREOF, we have hereunto set our hands and seals.


Arthur McMahon

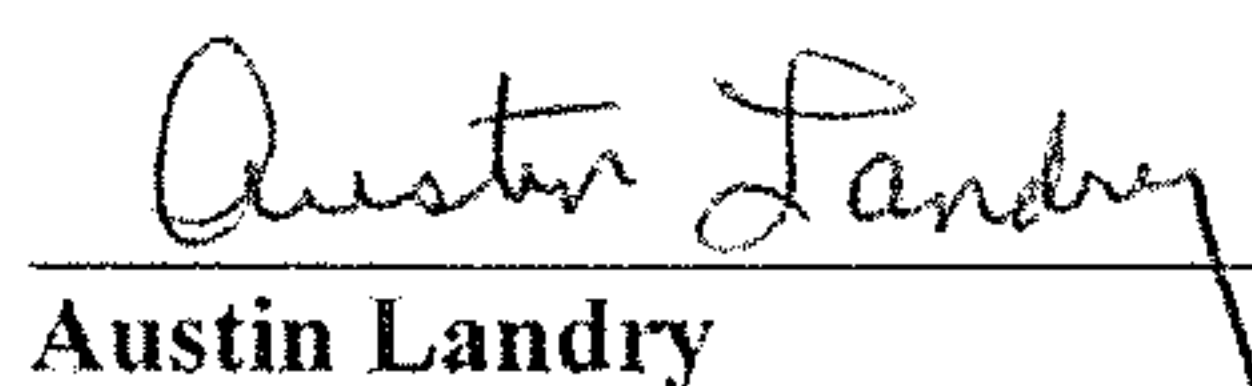
12/11/15
Date


Christine McMahon

12/11/15
Date


Tine Mie Hoffmeister

10/8 2015
Date


Austin Landry

10-8-15
Date


Tina Landry

10-8-15
Date

STATE OF ALABAMA)
shelby COUNTY)

GENERAL ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for said County and State, hereby certify that **Arthur and Christine McMahon**, husband and wife, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of this agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 11 day of December 2015.
2015.

Paula Watts
Notary Public
My commission expires: **PAULA R. WATTS**
Notary Public - State of Alabama
My Commission Expires
October 21, 2017

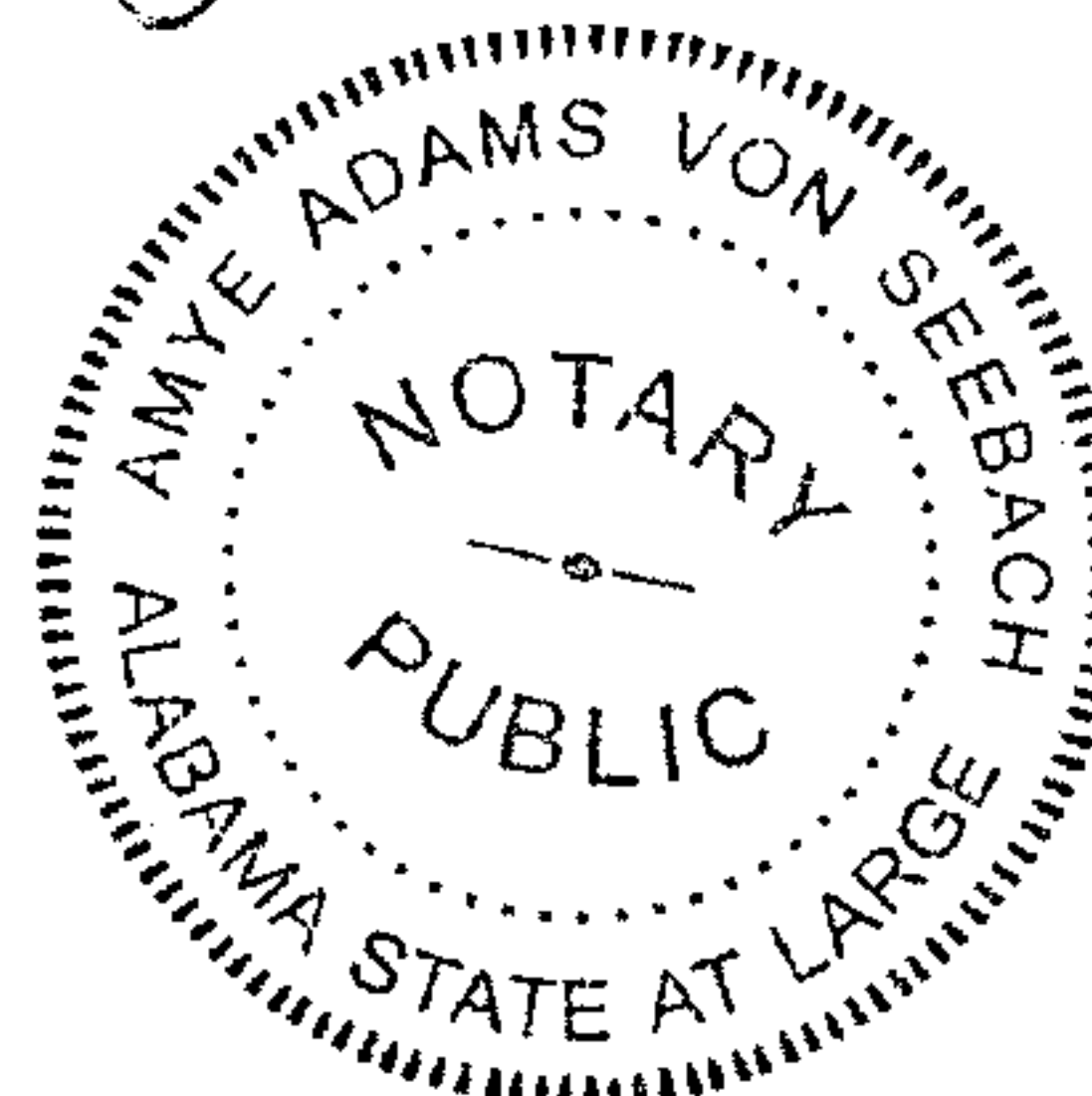
STATE OF ALABAMA)
Jefferson COUNTY)

GENERAL ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for said County and State, hereby certify that **Tine Mie Hoffmeister**, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of this agreement, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 8th day of October 2015.
2015.

[Signature]
Notary Public
My commission expires: **MY COMMISSION EXPIRES**
JUNE 17, 2017

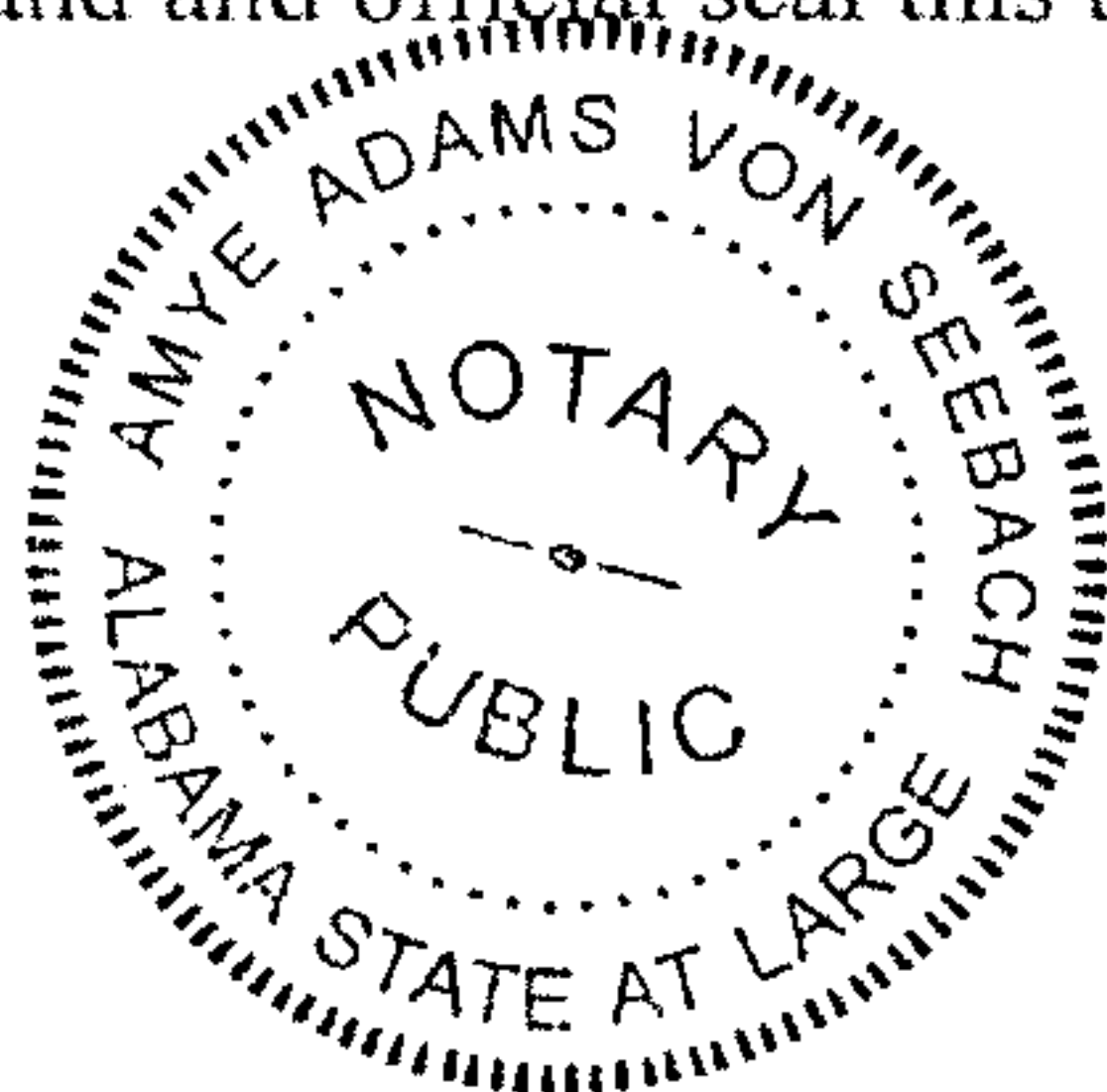


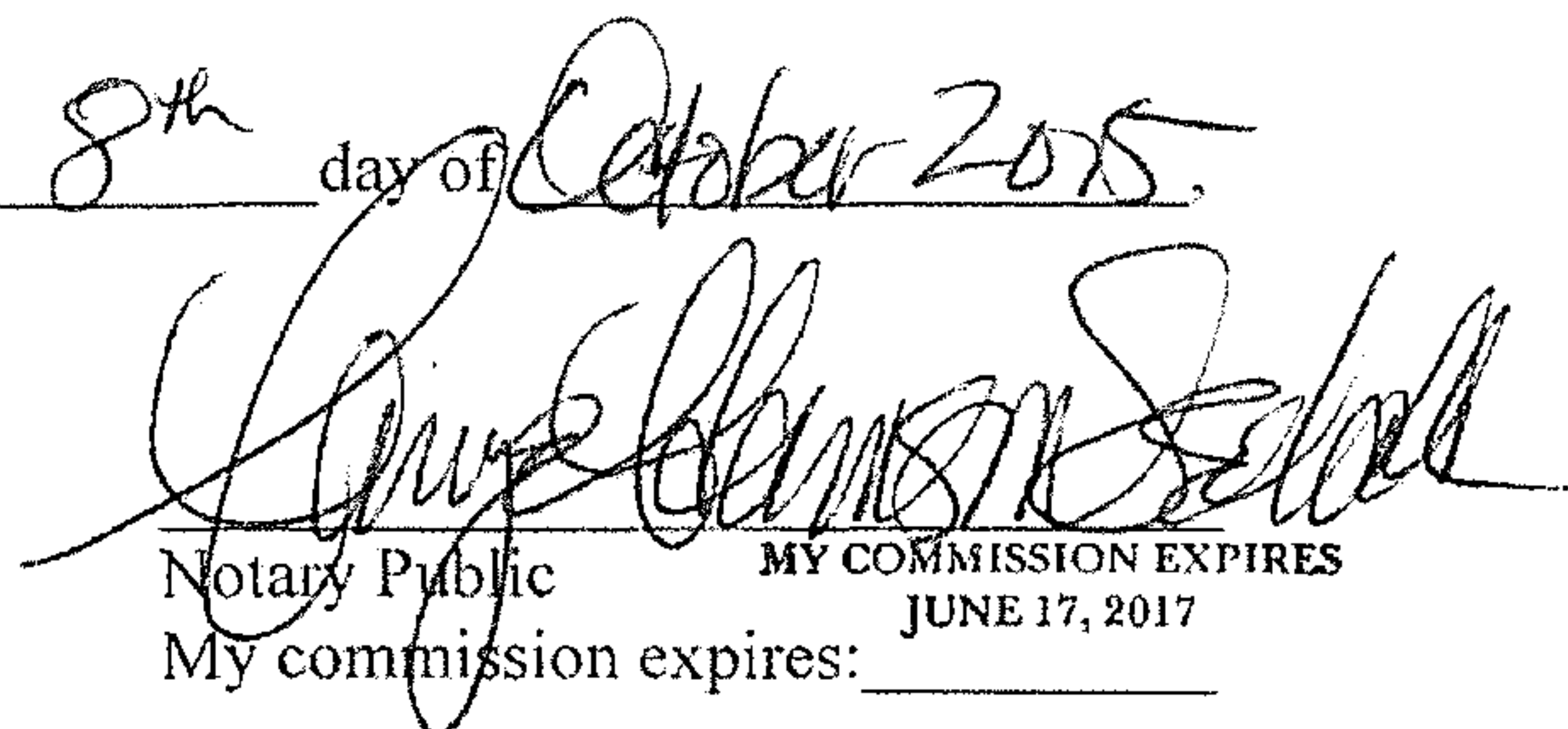
STATE OF ALABAMA)
Jefferson COUNTY)

GENERAL ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for said County and State, hereby certify that **Austin and Tina Landry**, husband and wife, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of this agreement, they executed the same voluntarily on the day the same bears date.

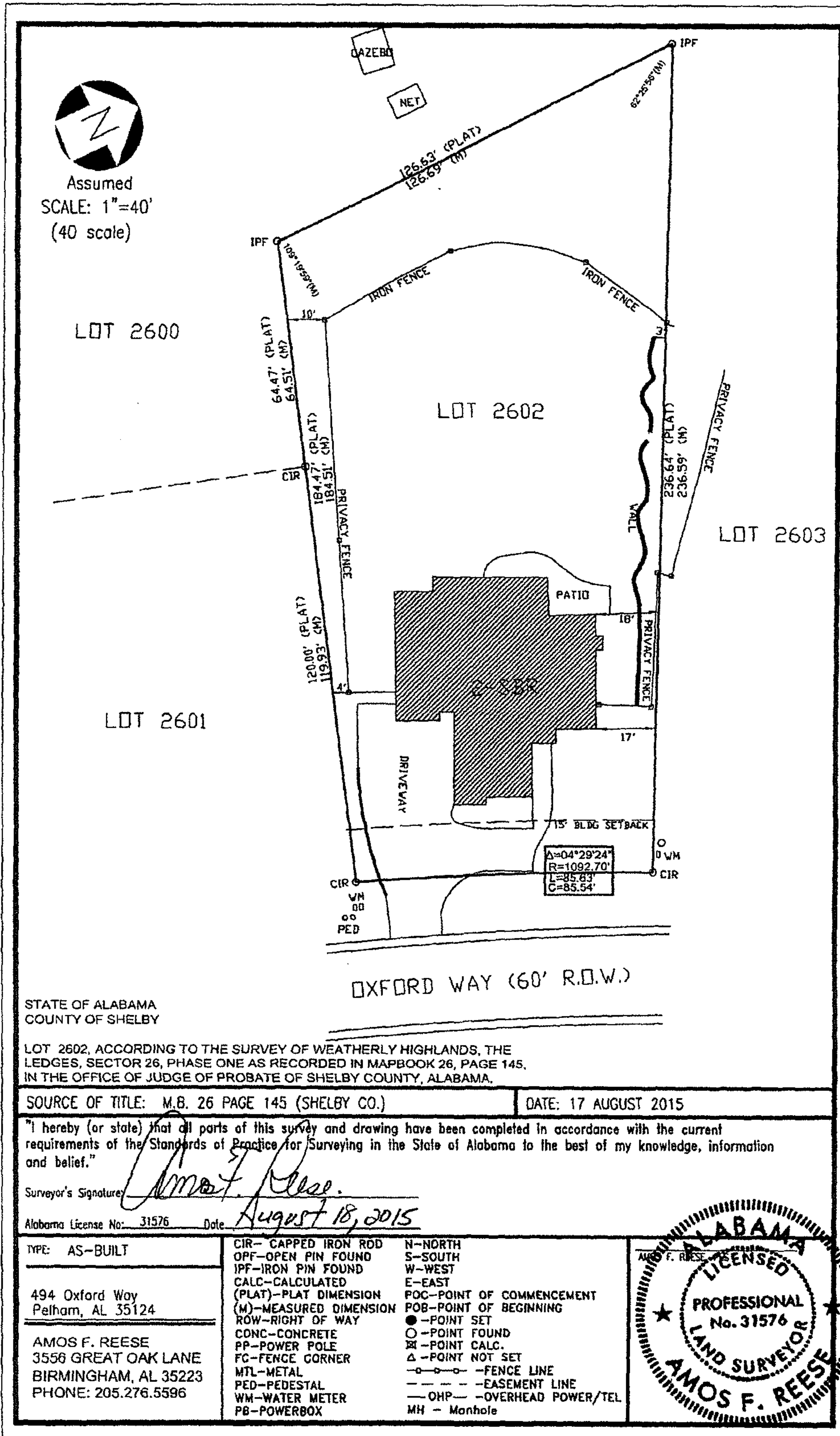
Given under my hand and official seal this the 8th day of October 2015.
2015.




Notary Public MY COMMISSION EXPIRES
My commission expires: JUNE 17, 2017

This instrument prepared by:

Shannon E. Price, P.C.
P.O. Box 19144
Birmingham, AL 35219
(205) 421-1020



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
02/17/2016 09:48:28 AM
\$26.00 CHERRY
20160217000049700

Amos F. Reese