

ENCROACHMENT AGREEMENT

THIS AGREEMENT made this 8th day of March, 2018, between Jarrod H. Morgan, who resides at 216 Cedar Meadow, Maylene, AL 35114, and Laura Creel Roberts, residing at 212 Cedar Meadow, Alabaster, AL 35007

WITNESSETH

WHEREAS, Jarrod H. Morgan is the owner of real property commonly known as 216 Cedar Meadow, Maylene, AL 35114, described in Schedule A attached hereto (hereinafter referred to as the "Morgan premises"); and

WHEREAS, Laura Creel Roberts is the owner of real property adjoining the Morgan premises, which is more particularly described in Schedule B attached hereto (hereinafter referred to as the "Roberts premises"); and

WHEREAS, a survey of the Morgan premises prepared by J. Clayton Lynch, Land Surveyor, dated February 23, 2018 discloses a fence between the Morgan premises and the Roberts premises. The fence is shown on the survey which belongs to the Roberts premises and therefore it encroaches onto the Morgan premises; and

WHEREAS, Morgan and Roberts desire to set forth herein the terms and conditions upon which Morgan agrees to allow the Encroachment to encroach upon the Morgan premises; and

NOW, THEREFORE in consideration of the above-stated recitals, which are incorporated herein by this reference, and the mutual promises and undertakings set forth herein, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows:

1. RIGHT TO ENCROACH; ACKNOWLEDGEMENT OF PERMISSIVE USE.

Morgan hereby acknowledges that the Encroachment designated herein does not interfere with the use of the Morgan Premises, and Morgan agrees to allow such Encroachment until such time as, and in the event that, this Agreement is terminated pursuant to Section 3 hereof.

2. LIMITATION TO DESCRIBED PURPOSES.

The portion of the Encroachment Area within the Morgan premises may be occupied and used by Roberts and its tenants, successors and assigns solely as a fence line for residential purposes.

3. MODIFICATION AND TERMINATION.

Morgan hereby grants to Roberts permission for the fence to remain so situated for as long as it shall stand in good condition. If Roberts, her heirs, successors and/or assigns desire to remove and replace the fence, Morgan, his heirs, successors and/or assigns expressly grant a license to Roberts, her heirs, successors and/or assigns to enter the Morgan premises to remove same, upon the express condition, that Roberts shall, upon replacement move the placement of the fence back to the division line between their respective premises, as shown on the survey attached as Schedule C hereto, and restore the land by filling in any holes or other damage by the removal of same.

Morgan, his heirs, successors and/or assigns hereby reserves the right to terminate this agreement, at any time, by giving ten (10) days written notice to Roberts at Robert's property address designated herein.

4. ASSIGNMENT.

The parties intend that the rights and obligations under this Agreement shall benefit and burden the parties hereto and their tenants, successors and assigns. This Agreement shall be enforceable by any subsequent owner or assignee of the property herein referenced. In no event shall this Agreement be construed to be an easement or any other right in land.

5. NO LIABILITY; HOLD HARMLESS.

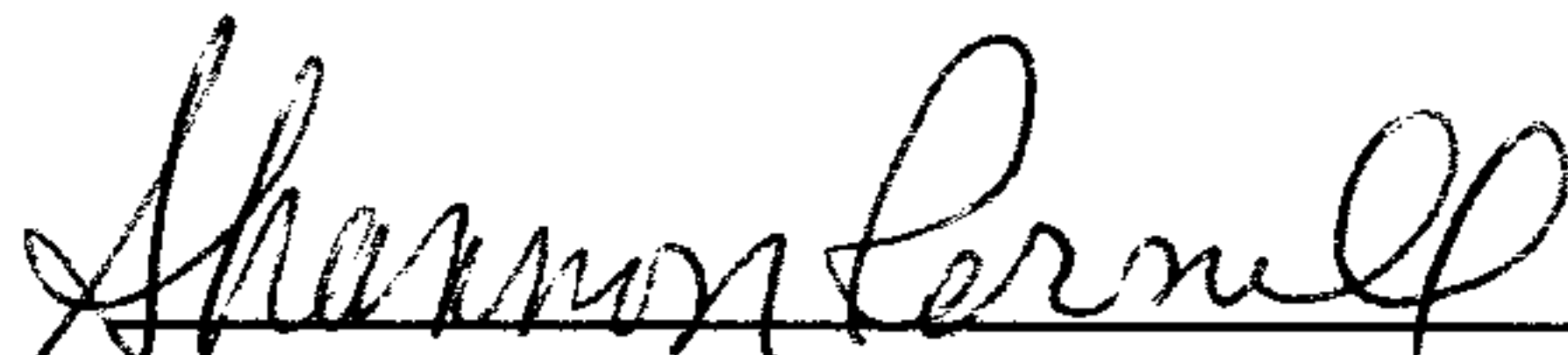
Roberts shall indemnify, hold harmless and forever defend Morgan, his successors and assigns from any and all claims, losses, damage, costs, expenses (including without limitation attorneys' fees), and liabilities of any kind or nature that may arise from the Encroachments or the occupation or use thereof by Roberts and/or her

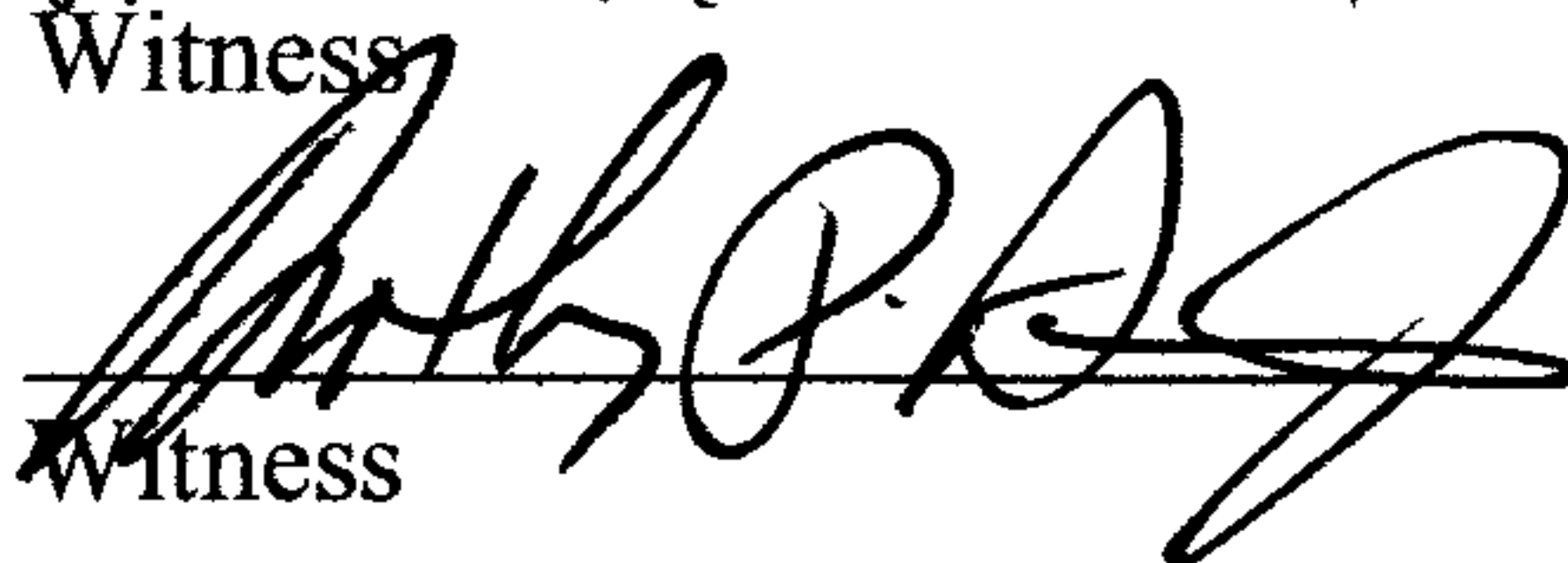
tenants, guests, invitees, successors or assigns. Morgan shall have no obligation to maintain, repair, improve or otherwise manage the Encroachment during the term of this Agreement.

6. RECORDING.

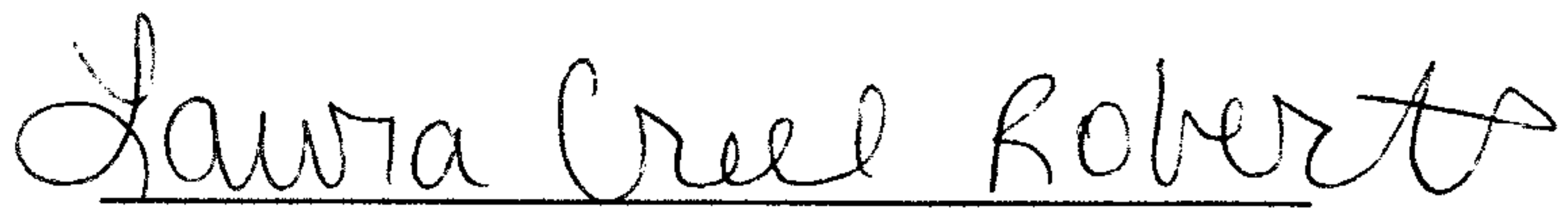
This Agreement shall be recorded with the Probate Court of Shelby County, Alabama. Should Morgan or his successors or assigns modify or terminate this Agreement in whole or in part, an appropriate modification or termination instrument shall be recorded with the Office of the Shelby County Probate Court.

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

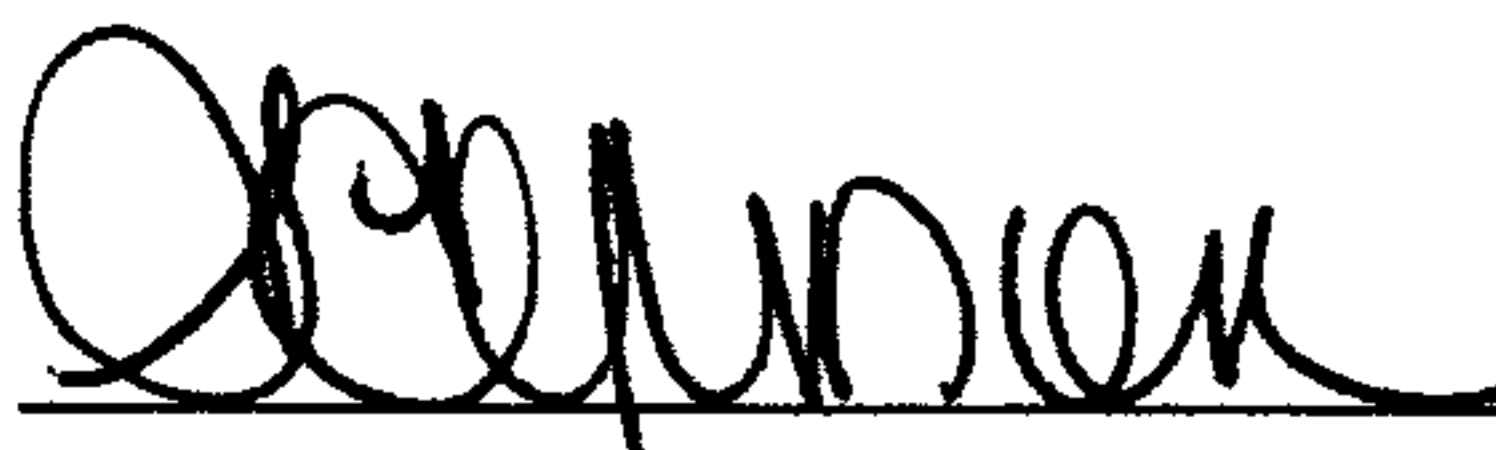


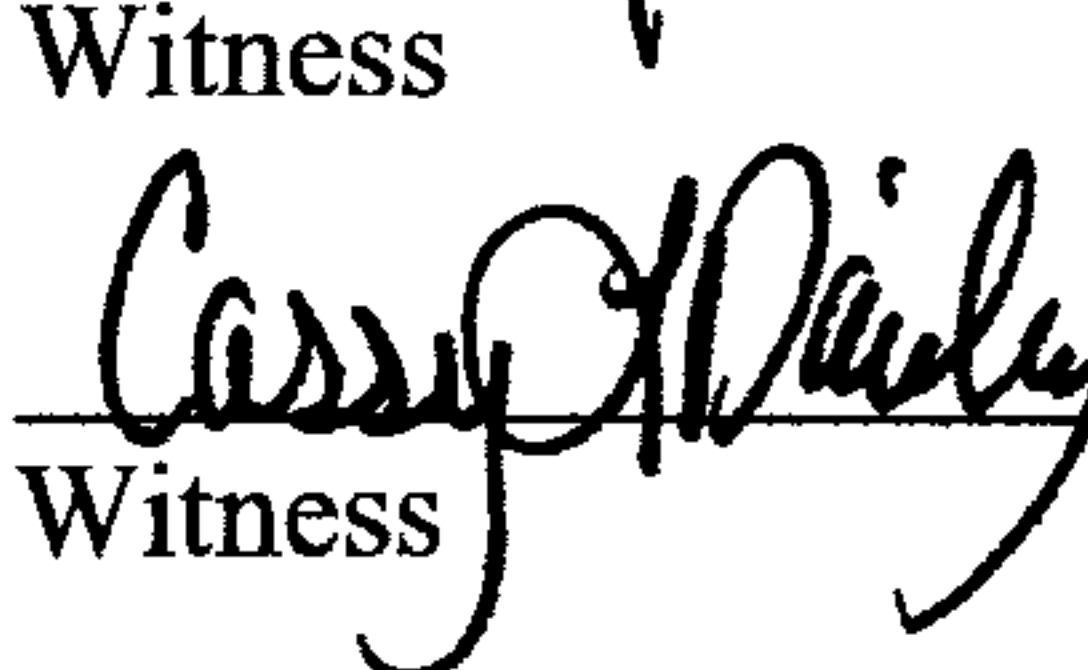
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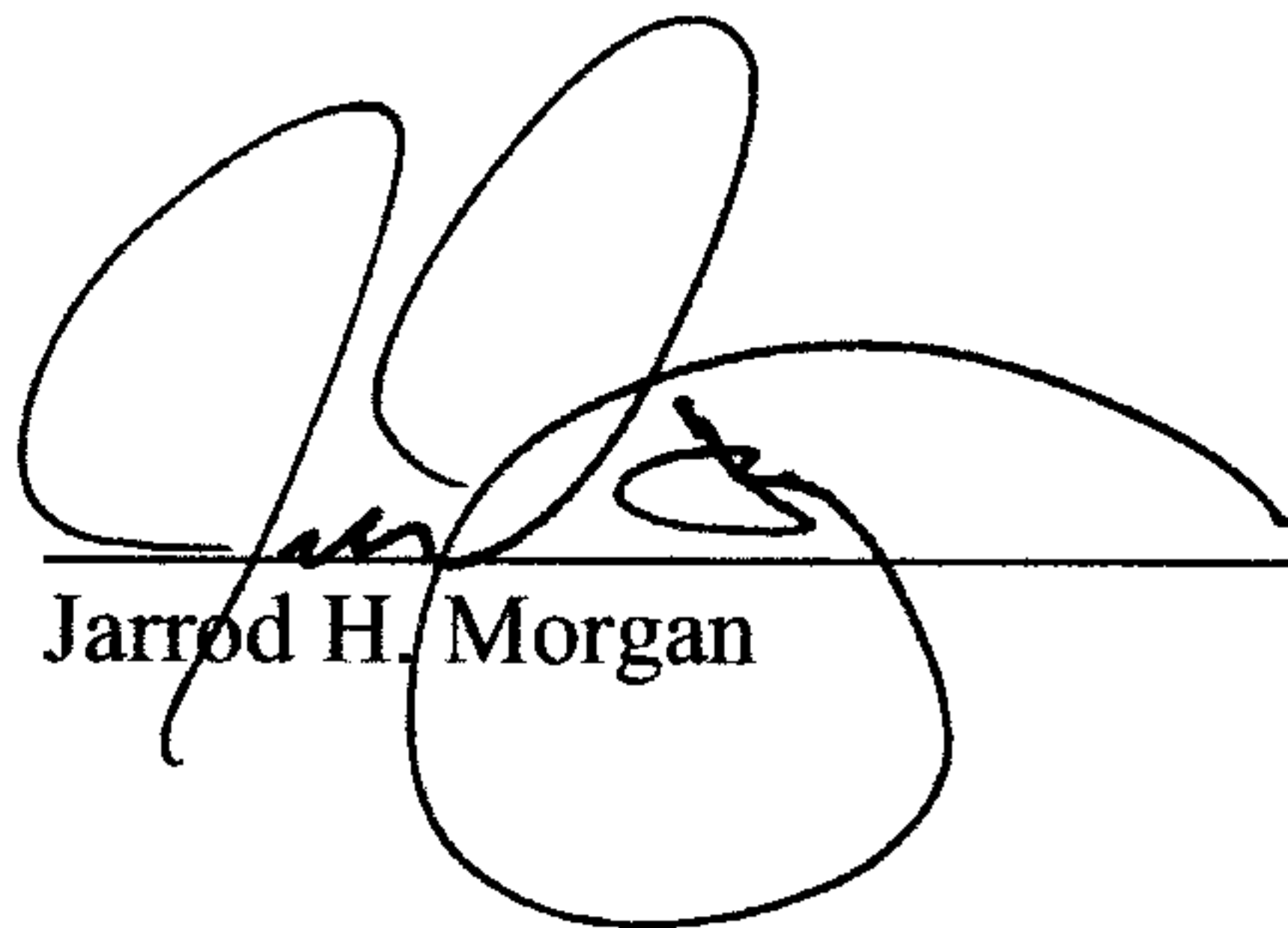


Laura Creel Roberts



Witness


Witness



Jarrod H. Morgan



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
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