

STATE OF ALABAMA

COUNTY OF SHELBY

PERMISSIVE USE AGREEMENT

THIS AGREEMENT is made on this the 9th day of August 2018, between Daryl Hurley White & Pamela Ann White, as owners of the follow described property located in Shelby County Alabama:

Lot F, according to the Map of Brook Ridge Estates, as recorded in Map Book 17, Page 133, in the Office of the Judge of Probate of Shelby County Alabama.


And John R. Porterfield, Jr. & Julie C. Porterfield, as owner of the property adjacent to the above-referenced property, and described as follows:

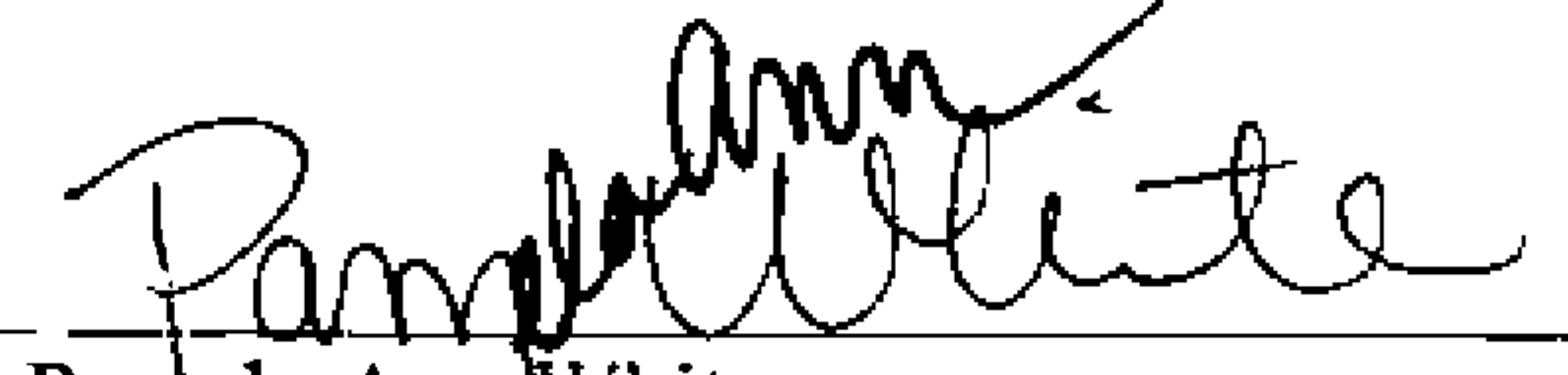
Lot E, according to the Map of Brook Ridge Estates, as recorded in Map Book 17, Page 133, in the Office of the Judge of Probate of Shelby County Alabama.


WHEREAS there is an encroachment on the adjacent side of said Lot F by a gazebo from Lot E and further evidenced on the survey attached hereto and incorporated as Exhibit "A".

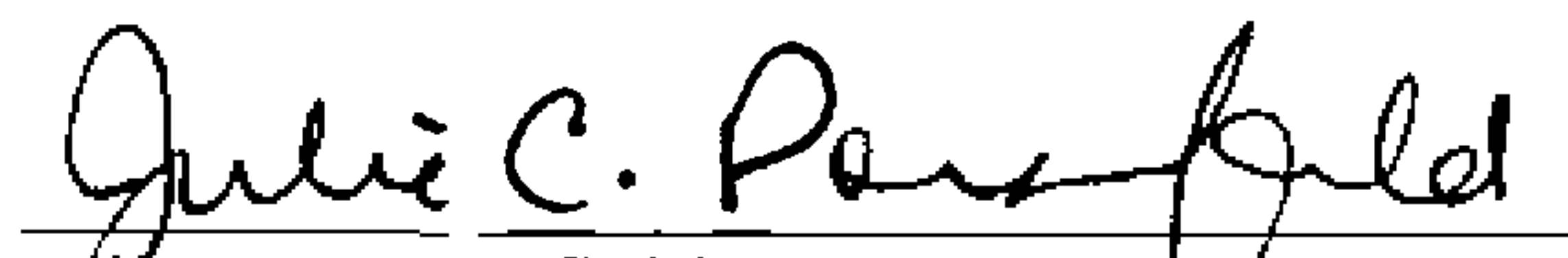
WHEREAS the parties are desirous of creating an agreement between themselves that the area of encroachment by said gazebo shall be allowed for as long as John R. Porterfield, Jr. & Julie C. Porterfield shall own said Lot E or upon being given 60 days notice to remove said gazebo by Daryl Hurley White & Pamela Ann White. If said gazebo is not removed within sixty days of being provided notice, Daryl Hurley White & Pamela Ann White shall have the right to remove said fence and John R. Porterfield, Jr. & Julie C. Porterfield shall hold harmless Daryl Hurley White & Pamela Ann White from any and all liability and/or damages from the removal of said fence. This Agreement shall pass to the heirs and/or assigns of Daryl Hurley White & Pamela Ann White and the heirs and/or assigns of John R. Porterfield, Jr. & Julie C. Porterfield, however, if said fence is removed, it shall not be reinstalled on Lot F and this Agreement shall be terminated. Further, John R. Porterfield, Jr. & Julie C. Porterfield, her heirs and/or assigns, shall not claim any interest in the portion of Lot F on which said fence encroaches, and it is agreed and acknowledged by all parties herein that the permissive use of the gazebo shall never ripen into a claim for adverse possession.

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


Daryl Hurley White


Pamela Ann White


John R. Porterfield, Jr.


Julie C. Porterfield

**STATE OF ALABAMA
COUNTY OF SHELBY**

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Daryl Hurley White & Pamela Ann White, whose name is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 10th day of August 2018.



Notary Public

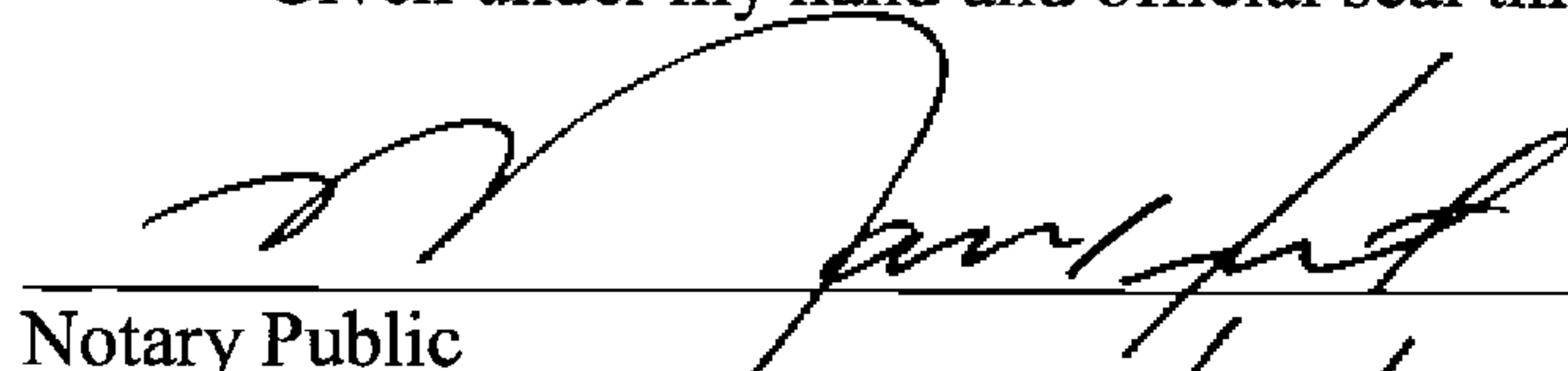
My commission expires: 12/29/2021

LORI FARLEY
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
December 29, 2021

**STATE OF ALABAMA
COUNTY OF JEFFERSON**

I, the undersigned, a Notary Public in and for said County and State, hereby certify that John R. Porterfield, Jr. & Julie C. Porterfield, whose name is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said agreement, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 9th day of August 2018.



Notary Public

My commission expires: 5/12/21

NO TITLE OPINION REQUESTED, NONE RENDERED.

This instrument prepared by:

Brian E. Monroe

303 Williams Avenue, Suite 811

Huntsville, Alabama 35801

