

STATE OF ALABAMA

SHELBY COUNTY

ESTOPPEL AGREEMENT

WHEREAS, Jared Properties is the owner of the following described property:

The Northeast Quarter of the Northwest Quarter of Section 32; The Northwest Quarter of the Northeast Quarter of Section 32; and that part of the Northwest Quarter of the Northwest Quarter of Section 33; and that part of the Northeast Quarter of the Northeast Quarter of Section 32 and that part of the South One-Half of the Northeast Quarter of Section 32, lying North and West of a line described more particularly as:

Commence at the Northeast corner of the Northwest Quarter of the Northeast Quarter, Section 33; thence West along said Section line for 49.64 feet chains to a point on the North line of Section 33; thence Southwesterly to a point on the South line of Southwest Quarter of the Northeast Quarter, Section 32, being 10.03 chains West of the Southeast Quarter of the Southwest Quarter of the Northeast Quarter of Section 32. All located in Township 19 South, Range 1 West. Situated in Shelby County, Alabama.

WHEREAS, Brent Davis and Holli P. Ford are the owners of the following described property:

Lot 207, according to the Survey of Brynleigh Estates, 2nd Sector, Givianpour's Addition to Double Oak Mountain, as recorded in Map Book 21, Page 65, in the Office of the Judge of Probate of Shelby County, Alabama


WHEREAS, Davis and Ford have erected a fence, which is an encroachment onto the above described property belonging to Jared Properties;

WHEREAS, Davis and Ford acknowledge that the fence is not within the boundaries of their property;

WHEREAS, Davis and Ford acknowledge that the fence has been in place for less than ten years;

WHEREAS, the encroachment discussed here is the encroachment discovered by Rodney Y. Shiflett, during an inspection of the property;

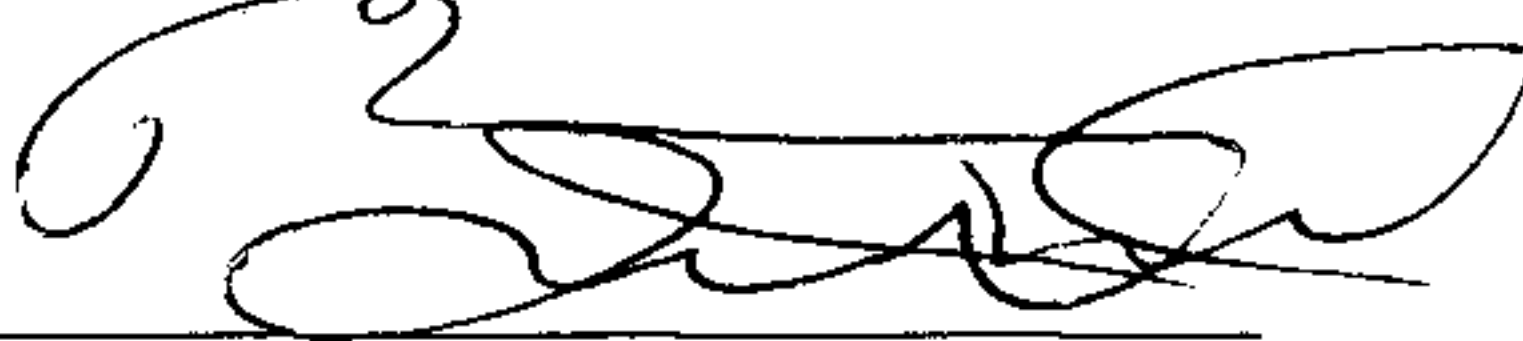
THE ABOVE CONSIDERED, Davis and Ford acknowledge and agree to the above stated facts and that they are estopped from asserting any claim by reason of existence of encroachment and fence adverse or otherwise to the property rights of Jared Properties. Davis and Ford also agree to a relocation and removal of the existing encroachment within sixty days, upon written notice from Jared Properties. Davis and Ford further agree to hold harmless Jared Properties for any injury or damage that may occur to either themselves or their invitees which may occur on the encroachment property.


20190524000178320 1/3 \$21.00
Shelby Cnty Judge of Probate, AL
05/24/2019 09:47:59 AM FILED/CERT

Both parties agree that this agreement shall be recorded in the Probate Office of Shelby County, Alabama, and shall act as notice and acknowledgment of said encroachment.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this 7th day of

May, 2019.



Brent Davis


Holli P. Ford

JARED PROPERTIES



By: Michael Jared, its Partner

STATE OF ALABAMA)

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Brent Davis and Holli P. Ford, whose names are signed on the foregoing instrument, and who are known to me, acknowledged before me on this day, that being informed of the contents of the foregoing instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 1st day of May, 2019.



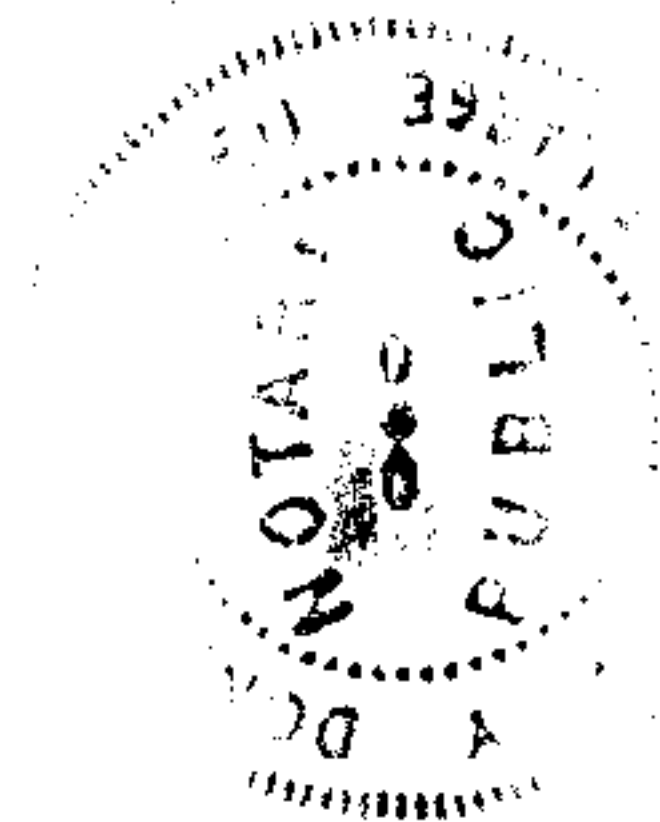
Notary Public

My Commission Expires:

1/30/20



20190524000178320 2/3 \$21.00
Shelby Cnty Judge of Probate, AL
05/24/2019 09:47:59 AM FILED/CERT



STATE OF ALABAMA)

COUNTY OF SHELBY

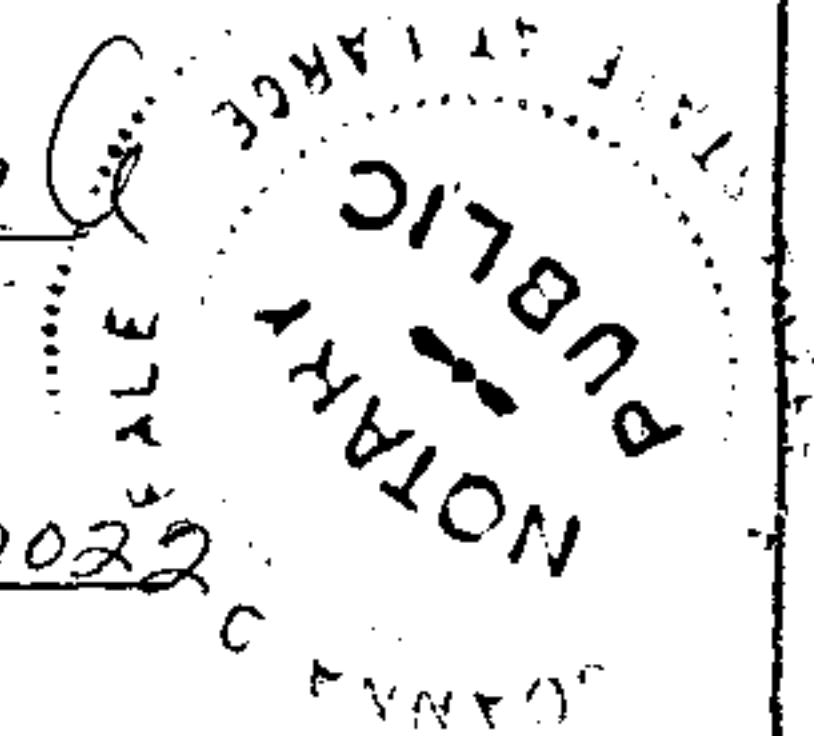
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Michael Jared, whose name as Partner of Jared Properties, is signed on the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the foregoing instrument, he, as such officer and with full authorized, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 7th day of May 2019.

Joanna Dill Seal

Notary Public

My Commission Expires: 01-03-2022



20190524000178320 3/3 \$21.00
Shelby Cnty Judge of Probate, AL
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