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Shelby Cnty Judge of Probate, AL
03/19/2025 12:15:37 PM FILED/CERT

Upon recording return to:
Russell M. Cunningham
Cunningham Firm, LLC
The Landmark Center, Suite 500
2100 1st Avenue North
Birmingham, AL 35203

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT (this "**Agreement**") is made as of the 18th day of March, 2025, by and between ARTHUR JOHNSON, JR. AND DOROTHY JOHNSON, individuals residing in the State of Alabama (collectively, "**Johnson**"), having an address of 23 Vann Drive and 33 Vann Drive, and CHIEF & SONS, LLC ("**CAS**"), an Alabama limited liability company having an address of 2425 Cox Road, Cocoa, Florida 32926.

WITNESSETH

WHEREAS, Chief & Sons, LLC, an Alabama limited liability company, is the owner of that certain tract or parcel of land, shown as Tract A on the Boundary Survey prepared by Rodney Keith Cunningham, dated January 31, 2025, bearing the seal and certification of Rodney Keith Cunningham (the "**Survey**"), such Survey being attached hereto as **Exhibit "A"** and by this reference made a part hereof (hereinafter referred to as the "**CAS Property**"), which CAS Property is more particularly described on **Exhibit "B"** hereto;

WHEREAS, Arthur Johnson, Jr. and Dorothy Johnson ("Johnson," collectively) are the owners of that certain tract or parcel of land shown as Tract B on the Survey (hereinafter referred to as the "**Johnson Property**") (The CAS Property and the Johnson Property are hereinafter sometimes collectively referred to as the **Tracts**); and

WHEREAS, while Johnson is the owner of the Johnson Property (depicted as Tract B on the Survey), the respective vesting deeds for the Johnson Property and the CAS Property both seem to reflect ownership of the same 21.2-26.05' foot strip of land constituting the Johnson Property (depicted as Tract B on the Survey);

WHEREAS, CAS and Johnson desire state, forever clarify, and record the ownership of the Johnson Property and the actual boundary line between the CAS Property and the Johnson Property for the benefit of the Tracts, CAS and Johnson, their mortgagees, their respective successors and assigns and any other present or future owner of any portion of the Tracts (hereinafter referred to individually as an "**Owner**," and collectively as "**Owners**"), and all of their respective customers, visitors, invitees, licensees, tenants and subtenants, as more fully set forth hereinafter.

NOW, THEREFORE, for and in consideration of the foregoing premises and other valuable consideration, the receipt, adequacy and sufficiency whereof are hereby acknowledged, the parties hereby and covenants as follows:

1. **Boundary Line Agreement**. It is therefore covenanted and agreed, for the consideration above recited, that the Survey, attached hereto, shall conclusively establish the agreed upon boundary and/or boundary line(s) between the parties hereto (the "**Boundary Line**"). Specifically, the CAS Property shall exclude the Johnson Property (depicted as Tract B on the Survey), and the Johnson Property shall be forever continue to be recognized as owned by Johnson.

2. Nothing within this Boundary Line Agreement shall be construed as creating a new parcel or tract. This Agreement merely conforms the Boundary Line of the Tracts to the vesting deed of the Johnson.



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3. Each of the undersigned, for and on their own behalf, and on behalf of their respective and collective heirs, assigns, successors, representatives and executors or administrators, covenants and agrees to respect the Boundary Line, as herein stated, as the common boundary line between the CAS Property and the Johnson Property. Each of the undersigned, for and on their own behalf, and on behalf of their respective and collective heirs, assigns, successors, representatives and executors or administrators, covenants and agrees to respect Johnson's ownership of the Strip. The parties hereto further covenant and agree that the provisions, terms and covenants of the Boundary Line Agreement shall be binding upon and shall inure to the benefit of their heirs, transferees, assigns, representatives, executors or administrators forever.

[signature page follows]



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[signature page to Boundary Line Agreement]

IN WITNESS WHEREOF, CAS and Johnson have executed this Agreement under seal as of the date first above written.

Signed, sealed and delivered in the presence of:

Robert Ranew
Witness (ROBERT RANEW)

CAS:

CHIEF & SONS, LLC

By: Curtis Deen Member

Its: Sole Member

STATE OF Florida

COUNTY OF Brevard

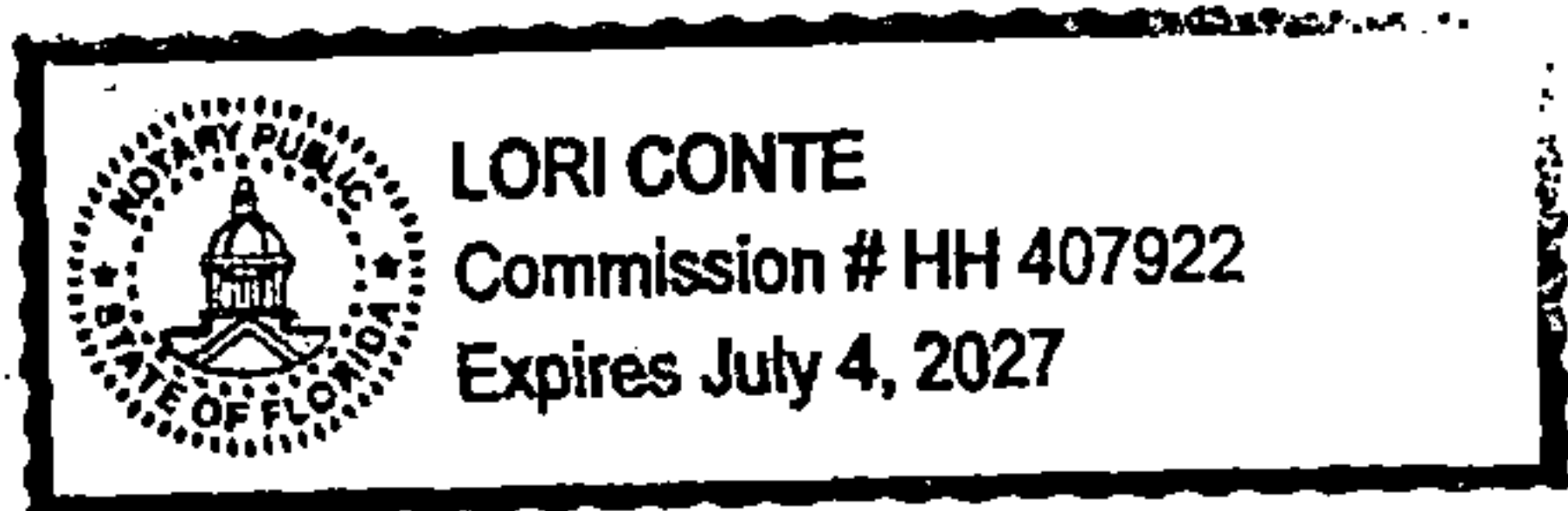
I, Lori Conte, a Notary Public, hereby certify that Curtis Deen, whose name is signed to the foregoing instrument in her capacity as the Sole Member of Chief & Sons, LLC, an Alabama limited liability company, and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, he executed the same in his capacity as the Sole Member of such limited liability company with full authority and voluntarily for and as the act of said limited liability company.

Given under my hand and Official Seal this 17 day of March, 2025.

[NOTARIAL SEAL]

Lori Conte
NOTARY PUBLIC

My Commission Expires: 7/4/2027



[signature page continues]



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[continued signature page to Boundary Line Agreement]

JOHNSON:

Signed, sealed and delivered in the presence of:

Sandra Fuller Barnes
Witness

Arthur Johnson Jr
Arthur Johnson, Jr.

Dorothy Johnson
Dorothy Johnson

STATE OF ALABAMA)

COUNTY OF Shelby)

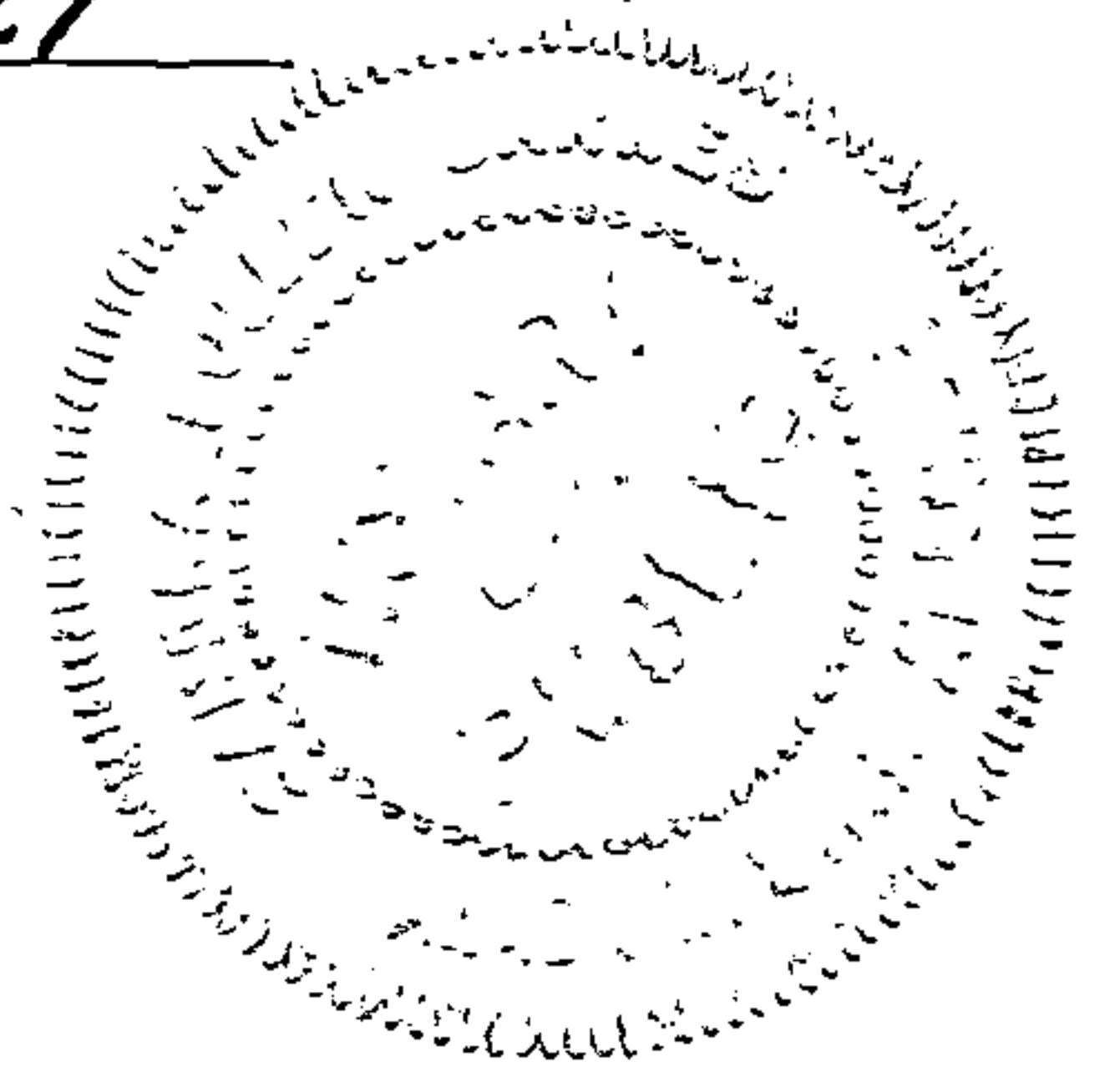
I, Sandra Fuller Barnes, a Notary Public, hereby certify that Arthur Johnston, Jr. and Dorothy Johnson, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of the instrument, they executed the same voluntarily.

Given under my hand and Official Seal this 18th day of March, 2025.

Sandra Fuller Barnes
NOTARY PUBLIC

My Commission Expires: 11.19.27

[NOTARY SEAL]





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Exhibit "A"

Survey
(attached)



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Exhibit "B"

Legal Description of CAS Property (Excluding Tract B)

COMMENCE AT A 3" CAPPED PIPE BEING THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH ALONG THE WEST LINE OF SAID 1/4 - 1/4 LINE A DISTANCE OF 331.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST LINE OF SAID 1/4 - 1/4 LINE A DISTANCE OF 139.63 FEET TO A POINT; THENCE LEAVING THE WEST LINE OF SAID 1/4 - 1/4 LINE TURN A DEFLECTION ANGLE TO THE LEFT OF 61°24'07" AND RUN SOUTHEASTERLY A DISTANCE OF 197.61 FEET TO A FOUND 1" OPEN TOP BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF CAHABA VALLEY ROAD; THENCE TURN A DEFLECTION ANGLE TO THE LEFT OF 84°13'52" AND RUN NORTHEASTERLY ALONG SAID ROAD RIGHT-OF-WAY A DISTANCE OF 290.35 FEET TO A FOUND 1" OPEN TOP; THENCE LEAVING SAID ROAD RIGHT-OF-WAY TURN A DEFLECTION TO THE LEFT OF 125°17'28" AND RUN WESTERLY A DISTANCE OF 337.44 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 52,098 SF OR 1.20 ACRES MORE OR LESS.