



20250808000242740 1/3 \$30.00
Shelby Cnty Judge of Probate, AL
08/08/2025 03:05:09 PM FILED/CERT

BOUNDARY LINE AGREEMENT

This Boundary Line Agreement ("Agreement") is entered into this 25th day of July, 2025, by and between:

Harold Russell and Deborah K. Russell, whose mailing address is 8125 Annika Drive, Hoover, Alabama 35244, the owners of the real property located at **8125 Annika Drive, Hoover, Alabama 35244** (Legal Description: Lot 4111, according to the Survey of Abingdon Phase 2, as recorded in Map Book 53, Page 43, in the Probate Court of Shelby County, Alabama (hereinafter the "Russells");

and

Kathleen Marie Spencer, whose mailing address is 8121 Annika Drive, Hoover, Alabama 35244, the owner of the real property located at **8121 Annika Drive, Hoover, Alabama 35244** (Legal Description: Lot 4110, according to the Survey of Abingdon by the River, Phase 2, as recorded in Map Book 53, Page 43, in the Probate Office of Shelby County, Alabama) (hereinafter "Spencer").

Collectively, the above individuals may be referred to as the "Parties"

RECITALS

WHEREAS, the properties owned by the Russells and Spencer are adjacent to one another and share a common boundary line;

WHEREAS, a fence was previously constructed by the Russells, a portion of which encroaches a few inches onto the land owned by Spencer;

WHEREAS, Spencer has no objection to said fence and now wishes to connect her own fence to that of the Russells;

WHEREAS, the Parties desire to resolve any potential present or future disputes regarding the boundary between their properties and desire to fix the location of the boundary line as being the current location of the existing fence for all purposes; and

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

Boundary Line Agreement: The Parties hereby agree and acknowledge that the existing fence line, as currently constructed and existing on the date of this Agreement, shall be considered and accepted as the agreed-upon and established boundary line between the two properties described above.



20250808000242740 2/3 \$30.00
Shelby Cnty Judge of Probate, AL
08/08/2025 03:05:09 PM FILED/CERT

Mutual Consent: Both Parties consent to the location of the fence as the new boundary line, waive any objections to the encroachment, and agree that the location of the fence shall constitute the boundary for all future purposes, including but not limited to conveyance, inheritance, or sale. The Parties further agree that no formal survey or map is required to define the boundary, as the fence itself shall serve as the physical and legal demarcation of the property line between the parcels.

Binding Effect and Recordation: This Agreement shall run with the land and shall be binding upon and inure to the benefit of the Parties, their heirs, successors, and assigns. The Parties agree to record this Agreement in the Probate Office of Shelby County, Alabama, so that it provides notice to all future owners of the subject properties.

Fence Maintenance: Unless otherwise agreed in writing, each Party shall be responsible for maintaining the portion of the fence located on their side of the agreed boundary line.

Dispute Resolution: Any dispute arising from this Agreement shall first be submitted to mediation in Shelby County, Alabama, before either Party may pursue further legal action. If mediation is unsuccessful, the Parties agree to submit the matter to a bench trial and waive their right to a trial by jury.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

Entire Agreement: This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior negotiations and understandings, whether oral or written.

Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Attorneys' Fees and Costs: In the event either Party is required to enforce this Agreement through legal proceedings (including mediation or bench trial), the prevailing Party shall be entitled to recover their reasonable attorneys' fees, court costs, and expenses incurred.

Further Assurances: The Parties agree to execute and deliver such further documents and take such further actions as may be reasonably necessary to carry out the intent and purpose of this Agreement, including cooperation with recordation in the Shelby County Probate Office.

No Waiver: The failure of either Party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or of the right to enforce it in the future. No waiver shall be effective unless in writing and signed by the waiving Party.

Counterparts and Electronic Signatures: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures transmitted electronically or by scanned PDF shall be deemed original signatures for all purposes.



20250808000242740 3/3 \$30.00
Shelby Cnty Judge of Probate, AL
08/08/2025 03:05:09 PM FILED/CERT

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Harold Russell

Signature: Harold Russell

Date: 7/25/25

Deborah K. Russell

Signature: Deborah K. Russell

Date: 7/25/25

Kathleen Marie Spencer

Signature: Kathleen Marie Spencer

Date: 7/25/25

Prepared by:
William C. Hoffman Jr.
Hoffman Law Offices, LLC
363 Highland Park Dr.
Birmingham, AL 35242

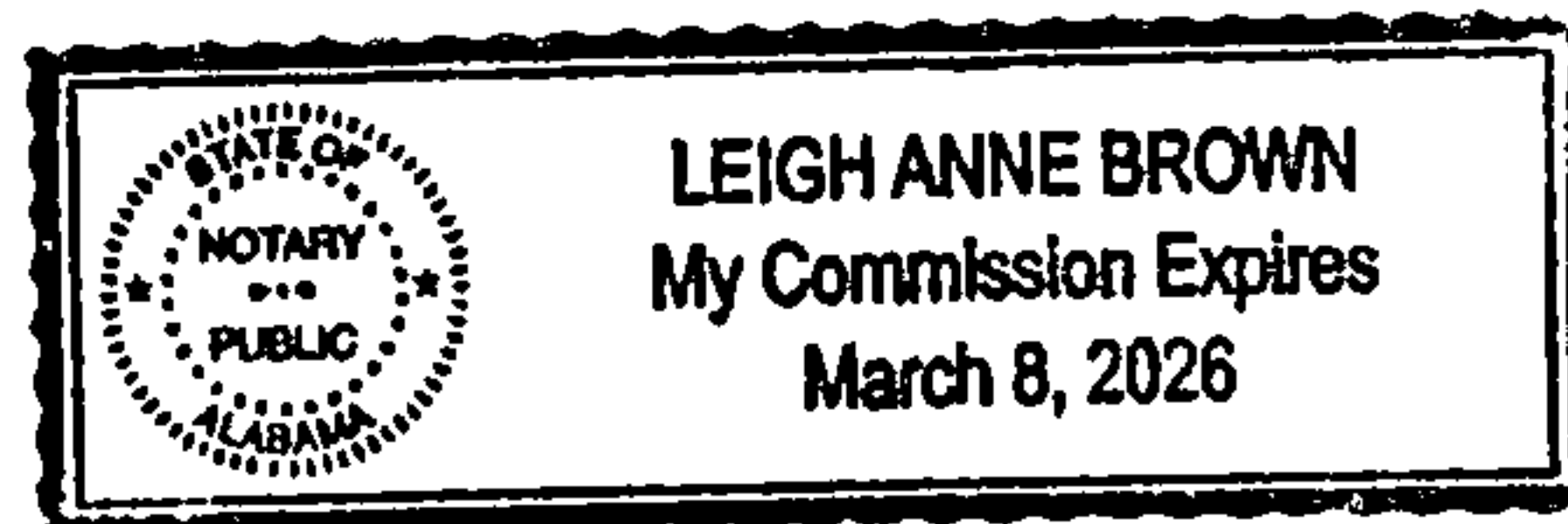
STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Harold Russell and Deborah K. Russell, whose names are signed above, appeared before me this day and acknowledged that he/she executed the foregoing instrument voluntarily for the purposes therein expressed.

Given under my hand and official seal this 25th day of July, 2025.

Notary Public: Leigh Anne Brown

My Commission Expires: 3/8/2026



STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Kathleen Marie Spencer, whose name is signed above, appeared before me this day and acknowledged that he/she executed the foregoing instrument voluntarily for the purposes therein expressed.

Given under my hand and official seal this 25th day of July, 2025.

Notary Public: Leigh Anne Brown

My Commission Expires: 3/8/2026

