

APR 24 10 48 AM '92

PROPERTY LINE AGREEMENT

RECORDED 42892  
DEED BOOK 294  
PAGE 214  
W.E. DAVIS CH. CLK.

This Property Line Agreement is made and entered into on this the 20th day of April, 1992, by and between Donald Wright Gill and wife, Peggy A. Gill, hereinafter referred to as "Gill", and James Robertson, T. L. Robertson, Virginia Jones, Love Robertson, Ora Lee Joyner, Richard Robertson, L. B. Robertson, Violet Hawkins, Mary Robertson Payne and Lottie Mae Peeples, hereinafter referred to as "Robertson";

WITNESSETH THAT:

WHEREAS, Gill is the owner of 54 acres of land located in Section 2 and Section 11 of Township 4, Range 8 West, of DeSoto County, Mississippi and is more particularly described by that certain Warranty Deed from Mrs. Orena W. Gill to Donald Wright Gill of record in the Office of the Chancery Clerk of DeSoto County, Mississippi in Deed Book 108, Page 583, and to which deed reference is hereby made; and

WHEREAS, Robertson are the owners of certain real property consisting of approximately 15 acres located in the southeast quarter of Section 2, Township 4, Range 8 West, of DeSoto County, Mississippi, and which real property was originally owned by Willie Robertson having been conveyed to the said Willie Robertson by Warranty Deed of record in Deed Book 56, Page 481, in the Office of the Chancery Clerk of DeSoto County, Mississippi, and said real property subsequently being subject to a partition by a Partition Deed of record in Deed Book 206, Page 766, in the Office of the Chancery Clerk of DeSoto County, Mississippi and to which reference is hereby made; and

WHEREAS, Robertson had caused said real property to be surveyed and divided by Joe Frank Lauderdale, Engineer, which survey is attached as an exhibit to the aforesaid Partition Deed to which reference is hereby made; and

WHEREAS, at the time Gill and his predecessor in title took possession of the aforescribed real property, there existed along the west boundary of said real property a barbed wire fence extending along the entire west side of said real property and which fence is shown on the

survey of J. F. Lauderdale, which is attached hereto as Exhibit A; and

WHEREAS, after the aforesaid real property was divided by Partition Deed, some of the owners of said lots conveyed their interest in said land to other individuals, leaving the present individuals comprising the party hereto and designated as "Robertson" as the owners of said real property; and

WHEREAS, after Robertson divided the aforesaid real property by the aforesaid Partition Deed, a misunderstanding and dispute has arisen between Gill and Robertson as to the property line between the two-mentioned parcels of land; and

WHEREAS, Robertson and Gill now desire to terminate any such dispute and to establish the boundary line between the two parcels of real property in order to forever resolve the question of the location of said mutual property line between said parcels; and

WHEREAS, Robertson and Gill have now reached an agreement concerning the location of said property line and have agreed upon the establishment of the same and now desire to reduce their agreement to writing.

PREMISES CONSIDERED, it is hereby mutually covenanted and agreed by and between the parties hereto, as follows:

1. That the common boundary line between the real property owned by Robertson and the real property owned by Gill shall be and the same is hereby established and described as follows:

Beginning at the southwest corner of the southeast quarter of Section 2, Township 4 South, Range 8 West; thence north 85° 11' east 495.0 feet to a point, said point of beginning being the south extremity of the common property line being described herein; north 4° 42' west 1,322.86 feet to a point, said point being the north extremity of the common boundary line being described herein and being further described by that certain plat of J. F. Lauderdale, Registered Professional Land Surveyor, attached hereto as Exhibit A and which is incorporated herein by reference.

2. That Robertson and Gill will cause J. F. Lauderdale, Registered Profession Land Surveyor, to resurvey the aforescribed property line and

716

to cause the same to be properly staked along said line. That the cost of said survey, which is \$200.00, shall be paid as follows: \$20.00 to be paid by Gill and \$180.00 to be paid by Robertson, collectively. That in the event the cost of said survey shall exceed \$200.00, Robertson shall pay all cost and expense over and above the initial \$200.00.

3. Gill, at his expense, shall cause a fence to be erected off of the surveyed line, which fence is to be erected approximately one foot east of the surveyed line and which fence the parties hereby acknowledge is the property of Gill. That Gill shall provide all labor and materials for the erection of said fence and any maintenance in the future which Gill desires to perform on said fence shall be the responsibility of Gill.

4. That Robertson shall provide the labor to clear the right of way for the erection of said fence, which clearing shall be three feet either side of the surveyed line, or a total of six feet in width, with the clearing to be performed within 30 days of the resurvey of said line by J. F. Lauderdale.

5. Robertson, collectively and individually, warrant that they are the only children of Willie Robertson and the owners of the real property owned by him and described herein and that in the event any alleged child, or an heir of said child, of the said of Willie Robertson at any subsequent time shall make any claims or demands against Gill, his successors, assigns or transferees, asserting any claim to Gill's property or challenging the location of said property line, in such event Robertson, collectively and individually, agree to indemnify and hold Gill harmless from any such claims and/or damages, including all cost and expenses incurred by him in defending any such action which may be brought.

6. That this Property Line Agreement will be filed in the Office of the Chancery Clerk of DeSoto County, Mississippi, and the property line described herein shall hereafter be deemed the common property line between the two aforescribed parcels of real property.

7. That Ruby Robertson, the wife of James Robertson, the owner of Lot 1; Kate E. Robertson, the wife

of T. L. Robertson, the owner of Lot 2, join in the execution of this Agreement for the purpose of releasing and/or conveying any homestead rights which they may have in said real property.

All other members of the party referred to herein as "Robertson" do hereby warrant that the remainder of said real property as owned by them individually is no part or portion of their homestead and/or they are single persons.

8. That this Agreement is binding upon and shall inure to the benefit of all parties hereto, their personal representatives, estates, successors, assigns and transferees.

WITNESS the signatures of the parties on this the 20 day of April, 1992.

Kate E. Robertson  
KATE E. ROBERTSON

Ruby S. Robertson  
RUBYSTEIN ROBERTSON

Donald Wright Gill  
DONALD WRIGHT GILL

Peggy A. Gill  
PEGGY A. GILL

James Robertson  
JAMES ROBERTSON

T.L. Robertson  
T. L. ROBERTSON

Virginia Jones  
VIRGINIA JONES

Love Robertson  
LOVE ROBERTSON

Ora Lee Joyner  
ORA LEE JOYNER

Richard Robertson  
RICHARD ROBERTSON

L B Robertson  
L. B. ROBERTSON

Mrs. Violet Hawkins  
VIOLET HAWKINS

Mary Robertson Payne  
MARY ROBERTSON PAYNE

Lottie Mae Peoples  
LOTTIE MAY PEEPLES

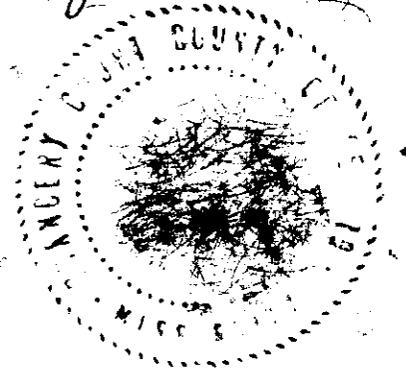
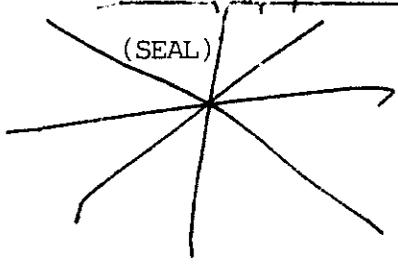
STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Donald Wright Gill and Peggy A. Gill who acknowledged that they signed and delivered the above Property Line Agreement on the day and year therein expressed and for the purposes therein stated.

Given under my hand and official seal this the 23rd day of April, 1992.

W. E. Davis, Chancery Clerk  
NOTARY PUBLIC  
by M. Graham, S.C.

My Commission Expires:  
1-2-96



STATE OF Mississippi  
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named James Robertson who acknowledged that he signed and delivered the above Property Line Agreement on the day and year therein expressed and for the purposes therein stated.

Given under my hand and official seal this the 20 day of April, 1992.

Brenda R. Baucum  
NOTARY PUBLIC

My Commission Expires:

11/20/94

(SEAL)

STATE OF Mississippi  
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named T. L. Robertson who acknowledged that he signed and delivered the above Property Line Agreement on the day and year therein expressed and for the purposes therein stated.

Given under my hand and official seal this the 20 day of April, 1992.

Brenda R. Baucum  
NOTARY PUBLIC

My Commission Expires:

11/20/94

(SEAL)

STATE OF Mississippi  
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Virginia Jones who acknowledged that she signed and delivered the above Property Line Agreement on the day and year therein expressed and for the purposes therein stated.

Given under my hand and official seal this the 20 day of April, 1992.

Brenda R. Baucum  
NOTARY PUBLIC

My Commission Expires:

11/20/94

(SEAL)

STATE OF Mississippi  
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Love Robertson who acknowledged that she signed and delivered the above Property Line Agreement on the day and year therein expressed and for the purposes therein stated.

Given under my hand and official seal this the 20 day of April, 1992.

Brenda R. Baucum  
NOTARY PUBLIC



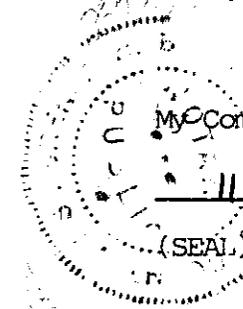
My Commission Expires:  
11/26/94  
(SEAL)

STATE OF Mississippi  
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Ora Lee Joyner who acknowledged that she signed and delivered the above Property Line Agreement on the day and year therein expressed and for the purposes therein stated.

Given under my hand and official seal this the 20 day of April, 1992.

Brenda R. Baucum  
NOTARY PUBLIC



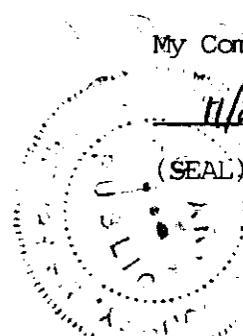
My Commission Expires:  
11/26/94  
(SEAL)

STATE OF Mississippi  
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Richard Robertson who acknowledged that he signed and delivered the above Property Line Agreement on the day and year therein expressed and for the purposes therein stated.

Given under my hand and official seal this the 20 day of April, 1992.

Brenda R. Baucum  
NOTARY PUBLIC



My Commission Expires:  
11/26/94  
(SEAL)

STATE OF Mississippi  
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named L. B. Robertson who acknowledged that he signed and delivered the above Property Line Agreement on the day and year therein expressed and for the purposes therein stated.

Given under my hand and official seal this the 20 day of April, 1992.

Brenda R. Baucum  
NOTARY PUBLIC



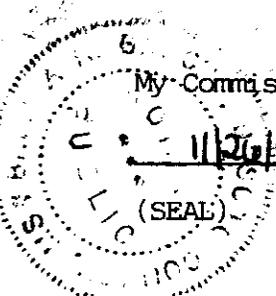
My Commission Expires:  
11/26/94  
(SEAL)

STATE OF Mississippi  
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Violet Hawkins who acknowledged that she signed and delivered the above Property Line Agreement on the day and year therein expressed and for the purposes therein stated.

Given under my hand and official seal this the 20 day of April, 1992.

Brenda R. Baucum  
NOTARY PUBLIC



My Commission Expires:  
11/26/94  
(SEAL)

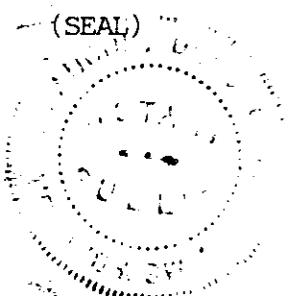
STATE OF Mississippi  
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Mary Robertson Payne who acknowledged that she signed and delivered the above Property Line Agreement on the day and year therein expressed and for the purposes therein stated.

Given under my hand and official seal this the 20 day of April, 1992.

Brenda R. Baucum  
NOTARY PUBLIC

My Commission Expires:  
11/26/94

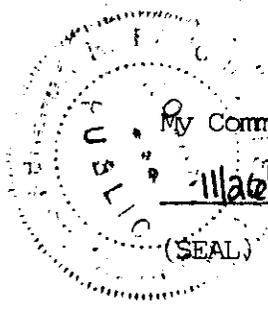


722  
STATE OF Mississippi  
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Lottie Mae Peoples who acknowledged that she signed and delivered the above Property Line Agreement on the day and year therein expressed and for the purposes therein stated.

Given under my hand and official seal this the 20 day of April, 1992.

Brenda R. Baucum  
NOTARY PUBLIC



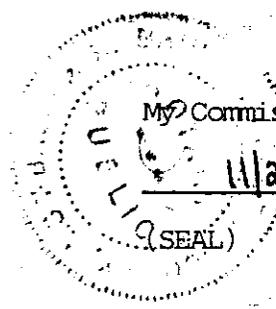
My Commission Expires:  
11/26/94  
(SEAL)

STATE OF Mississippi  
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named KATE E. ROBERTSON WHO acknowledged that she signed and delivered the above Property Line Agreement on the day and year therein expressed and for the purposes therein stated.

Given under my hand and official seal this the 20 day of April, 1992.

Brenda R. Baucum  
NOTARY PUBLIC



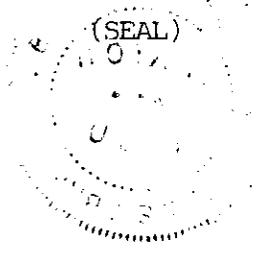
My Commission Expires:  
11/26/94  
(SEAL)

STATE OF Mississippi  
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Ruby S. Robertson who acknowledged that she signed and delivered the above Property Line Agreement on the day and year therein expressed and for the purposes therein stated.

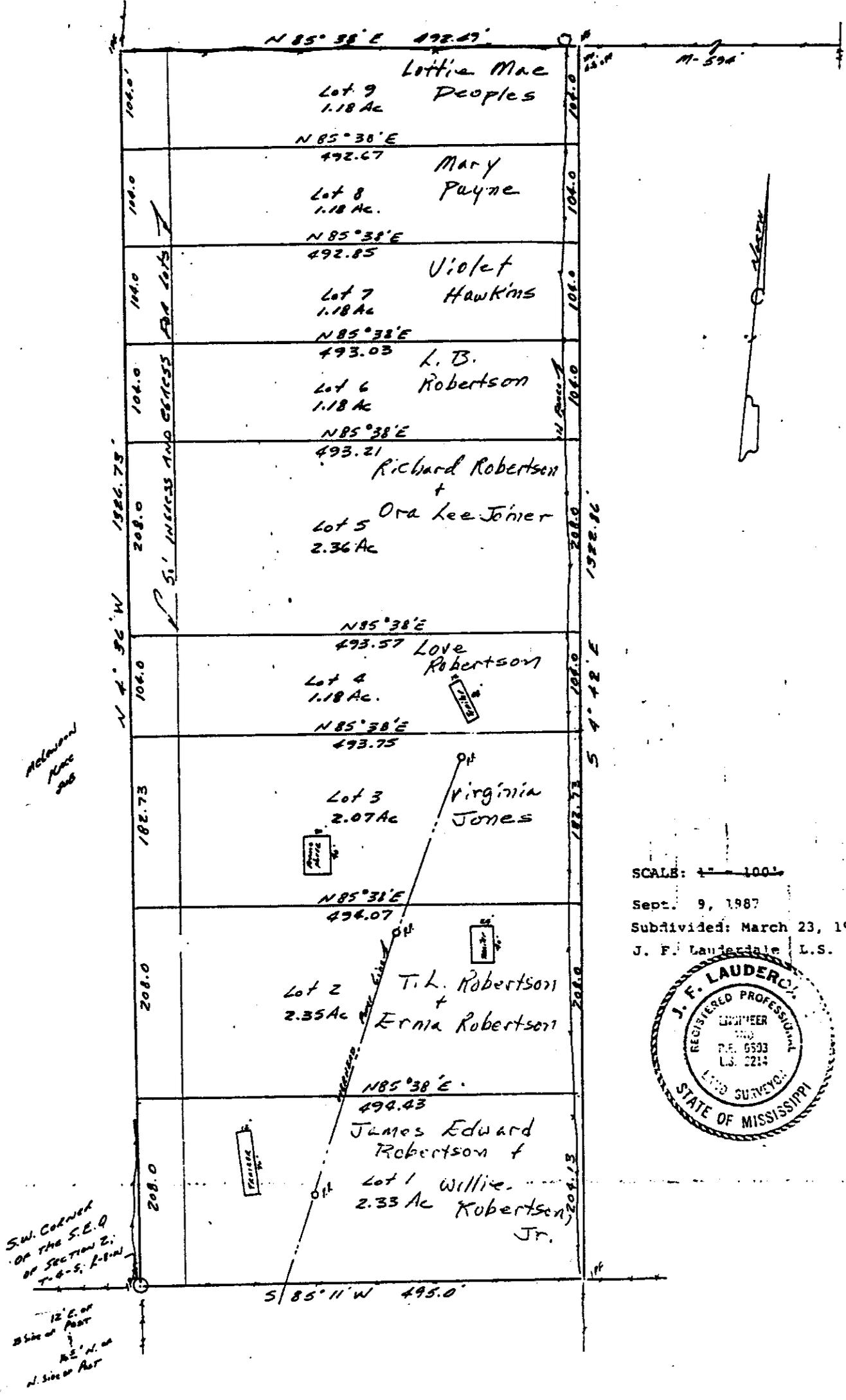
Given under my hand and official seal this the 20 day of April, 1992.

Brenda R. Baucum  
NOTARY PUBLIC



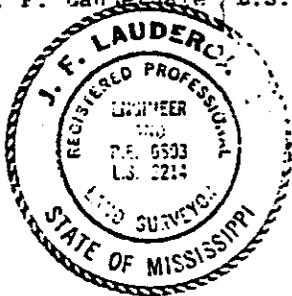
My Commission Expires:  
11/26/94  
(SEAL)

SURVEY OF A 15.013 ACRE TRACT IN PART OF THE SOUTHEAST QUARTER OF SECTION 2;  
TOWNSHIP 4 SOUTH; RANGE 8 WEST; DESOTO COUNTY, MISSISSIPPI.



SCALE: 1" = 100'

Sept. 9, 1987  
Subdivided: March 23, 1988  
J. F. Lauderdale L.S.



SW. CORNER OF THE S.E. Q. OF SECTION 2; T. 4-S; R. 8-W

12' E. of Side of Post  
12' N. of Side of Post