
SPARKMAN, ZUMMACH & PERRY, P.C.
ATTORNEYS AT LAW

RECORDING REQUIREMENTS OF M.C.A. §89-5-24

* Prepared by/Return to:
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Southaven, MS 38671-0266
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FILE # : 090226

Party of the 1st Part: Sherman Ford & Stacie Ford
Address: 4273 Abele Cove Olive Branch, Mississippi 38654
Telephone Number: Home-901-490-1446 Work-901-789-8704

Party of the 2nd Part: Edwin M. Lewis & Quoeda R. Lewis
Address: 4387 Abele Cove, Olive Branch, MS 38654
Telephone Number: Home-901-798-6400 NONE Work-901-218-5007

NAME OF INSTRUMENT: Boundary Line Agreement (Fence Agreement)

INDEXING INSTRUCTIONS:

Lot 112, Section A, Estates of Davis Grove Subdivision, in Section 23, Township 1
South, Range 7 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat
Book 89, Page 17-20, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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BOUNDARY LINE AGREEMENT
Fence Encroachment

State of Mississippi
County of DeSoto

WHEREAS, Sherman Ford and wife, Stacie Ford (hereinafter referred to as "Ford"), being the party of the first part, is the owner of the following described real property, to wit:

Lot 112, Section A, Estates of Davis Grove Subdivision, in Section 23, Township 1 South, Range 7 West, DeSoto County, Mississippi as per plat recorded in Plat Book 89, Page 17 in the office of the Chancery Clerk of DeSoto County, Mississippi.

being the same property as was purported and intended to be conveyed to Ford by Warranty Deed from Faxon Gillis Homes, Inc. and recorded in Deed Book 612, Page 200 in the office of the Chancery Clerk of DeSoto County, Mississippi; and

WHEREAS, Edwin M. Lewis and wife, Quoeda R. Lewis (hereinafter referred to as "Lewis"), being the party of the first second, is the owner of the property adjoining the above described property which is described as follows, to wit:

Lot 113, Section A, Estates of Davis Grove Subdivision, in Section 23, Township 1 South, Range 7 West, DeSoto County, Mississippi as per plat recorded in Plat Book 89, Page 17 in the office of the Chancery Clerk of DeSoto County, Mississippi

being the same property as was purported and intended to be conveyed to Lewis by Warranty Deed from Faxon Gillis Homes, Inc. and recorded in Deed Book 522, Page 784 in the office of the Chancery Clerk of DeSoto County, Mississippi; and

WHEREAS, the parties hereto have been informed of a certain encroachment of a fence built by Lewis, onto Lot 112, which encroachment is shown on a survey of Parker Estes & Associates, Inc., dated August 10, 2007, which is attached hereto as Exhibit "A"; and,

WHEREAS, the parties hereto desire to establish the boundary line between Lot 112 and Lot 113, Estates of Davis Grove Subdivision and to provide for the continued use of the encroachment area by the owner of Lot 113.

NOW, THEREFORE, in consideration of the mutual benefits accruing each to the other and



to prevent any future misunderstandings, it is hereby agreed as follows:

1. The boundary line between Lots 112 and 113, Estates of Davis Grove Subdivision, shall be described as follows: Beginning at the southwest corner of Lot 112; running thence in a southwestwardly direction to an existing 6 foot wooden fence; thence turning with the existing wooden fence in a northwestwardly direction; and thence turning with the existing wooden fence in a southwardly direction to the southwest corner of Lot 112 as shown on the attached Exhibit "A".

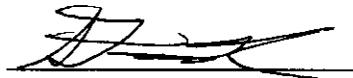
2. Lewis, their heirs, successors and assigns, shall claim no adverse possession, title or claim to the area enclosed by the fence encroaching onto Lot 112.

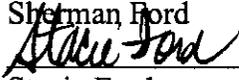
3. The fence and enclosed area shall remain on Lot 112 as of this date; no future improvement or relocation being allowed by the owner of Lot 112.

4. The location of the fence and enclosed area shall remain on Lot 112 so long as the fence and area are maintained in a fashion satisfactory to the owner of Lot 112.

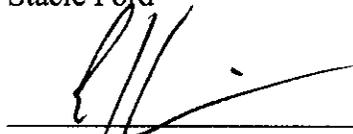
5. This Agreement shall remain in force and effect and run with the land. However, the owner of Lot 112 reserves unto themselves and their heirs, successors and assigns, the right to demand the removal of the fence and enclosed area or to effectuate its removal, upon giving the owner of Lot 113 sixty (60) days written notice.

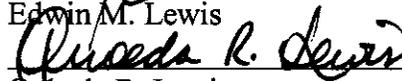
IN WITNESS WHEREOF, the parties hereto have executed this instrument on the 10 day of July, 2009.



 Sherman Ford


 Stacie Ford



 Edwin M. Lewis


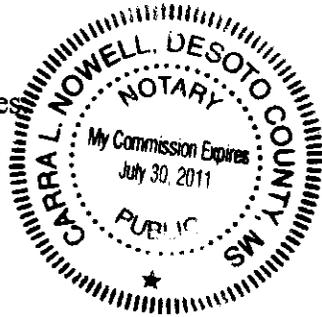
 Quoceda R. Lewis

State of Mississippi
County of DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10 day of July, 2009, within my jurisdiction, the within named Sherman Ford and Stacie Ford, who acknowledged that they executed the above and foregoing instrument.

Cara L. Nowell
Notary Public

My commission expires:

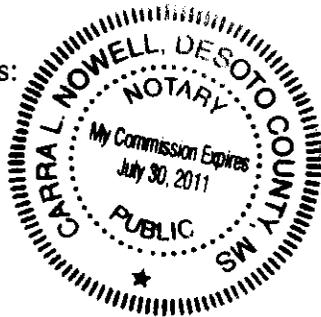


State of Mississippi
County of DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10 day of July, 2009, within my jurisdiction, the within named Edwin M. Lewis and Quoeda R. Lewis, who acknowledged that they executed the above and foregoing instrument.

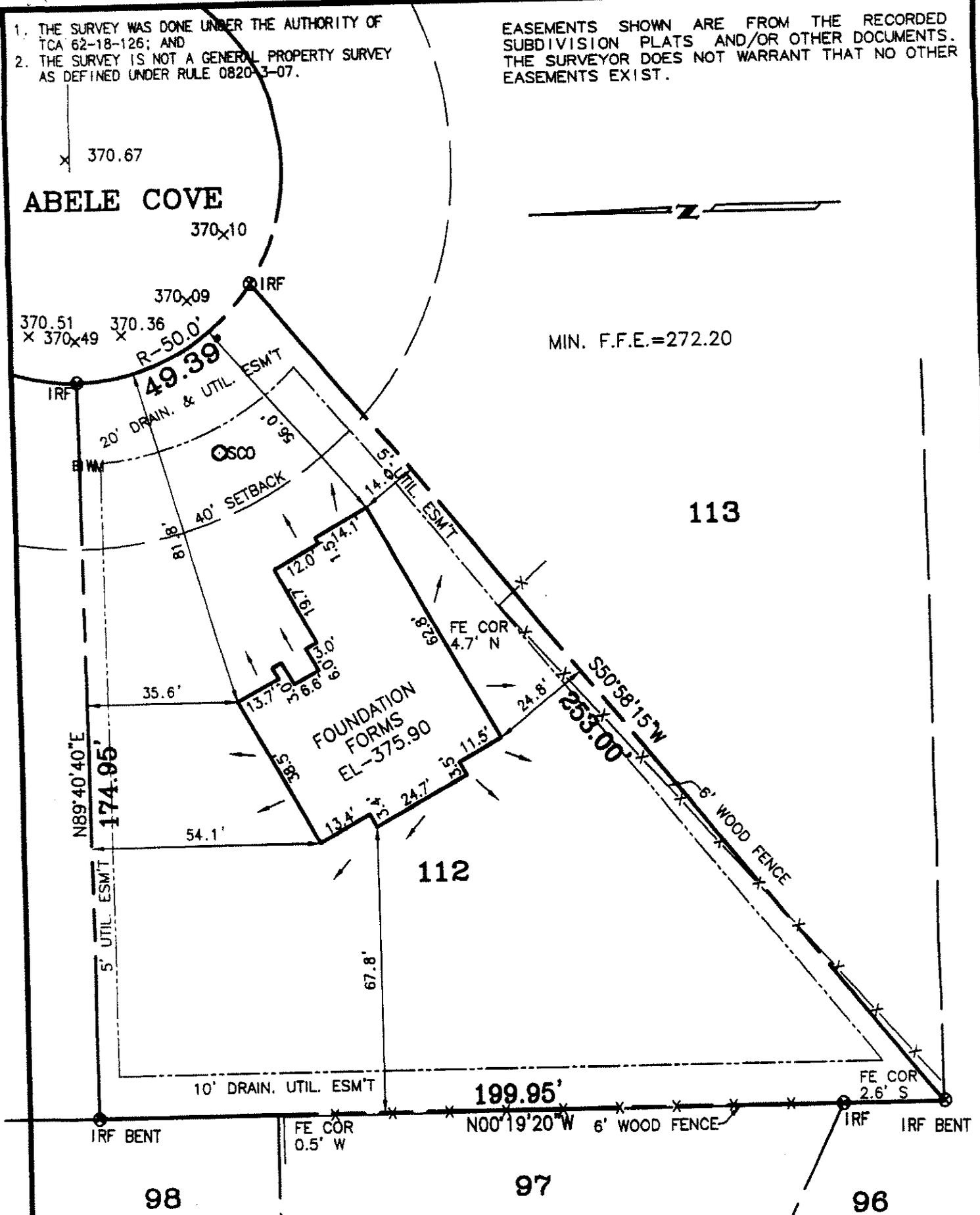
Cara L. Nowell
Notary Public

My commission expires:



1. THE SURVEY WAS DONE UNDER THE AUTHORITY OF TCA 62-18-126; AND
2. THE SURVEY IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820-3-07.

EASEMENTS SHOWN ARE FROM THE RECORDED SUBDIVISION PLATS AND/OR OTHER DOCUMENTS. THE SURVEYOR DOES NOT WARRANT THAT NO OTHER EASEMENTS EXIST.



**Foundation Survey of Lot 112
SECTION "A"
ESTATES OF DAVIS GROVE SUBDIVISION
SEC. 23, T-1-S, R-7-W
OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI**

Forms for a concrete foundation are located as shown above. I hereby certify that this survey has been made using the noted recorded plat and that there are no visible encroachments or projections observed, except as shown, and that this survey is correct to the best of my knowledge and belief.

NOTE: This survey prepared for Mortgage Loan purposes only.

DATE: AUGUST 10, 2007
SCALE: 1" = 30'
PLAT BOOK 89, PAGE 17

PARKER, ESTES & ASSOCIATES, INC.

SURVEYING - PLANNING - ENGINEERING
3460 RIDGE MEADOW PARKWAY
MEMPHIS, TENNESSEE 38115-4000
(901) 360-9805

