

STATE OF ALABAMA)  
JEFFERSON COUNTY)

1853

LICENSE AGREEMENT

WHEREAS, Ed Gray Homes, Inc. is the owner of Lot 7, according to the Survey of Bridgelake Addition To Riverchase, as recorded in Map Book 13, Page 25 in the Probate Office of Shelby County, Alabama (which is used as commercial property); and

WHEREAS, Park Lane Properties, Inc. is the owner of Lot 6 according to the Survey of Bridgelake Addition To Riverchase as recorded in Map Book 13, Page 25 in the Probate Office of Shelby County, Alabama; and

WHEREAS, As shown by the survey attached hereto as Exhibit "A" which was prepared by Laurence D. Weygand on July 30, 1991, there is an encroachment of a wall from said Lot 7 onto Lot 6, in particular the North side onto Lot 6 by 0.4 feet and 1.3 feet, all as shown on the attached survey; and,

WHEREAS, Ed Gray Homes, Inc. makes no claim of ownership in and to the said Lot 6, but request only that Park Lane Properties, Inc. grant to them a License to permit the identified encroachment to remain undisturbed for as long as the building shall stand; and

WHEREAS, Park Lane Properties, Inc. is willing to grant such License upon certain terms and conditions as hereinbelow set out.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISE AND ONE DOLLAR in hand paid by the Grantee, hereinafter named, Park Lane Properties, Inc. (the GRANTOR), the receipt and sufficiency of which is acknowledged, the GRANTOR does grant, bargain and convey to Ed Gray Homes, Inc., (the Grantee) a License to permit the wall now encroaching from said Lot 7 onto Lot 6 as shown by the survey of Laurence D. Weygand dated July 30, 1991, and attached hereto as Exhibit "A" to remain in place for as long as the wall shall stand, upon the condition that, should the wall ever be destroyed this License shall terminate immediately and new wall shall not be permitted to encroach onto Lot 6. Also, granted with this License is the right in the GRANTEE to enter onto Lot 6 to perform all requisite and necessary maintenance and repair work as shall be required in the proper care and preservation of the wall.

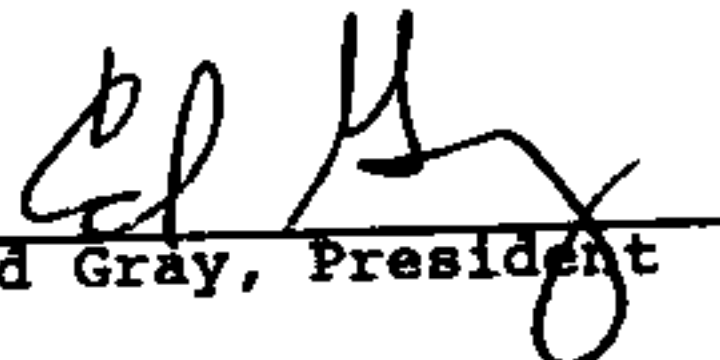
BOOK 365 PAGE 657  
✓ James A. Hellman

The GRANTEE, by the acceptance of this License, does hereby confirm that it does not make and will not make any claim of ownership in or to Lot 6 by virtue of the aforesaid encroachment.

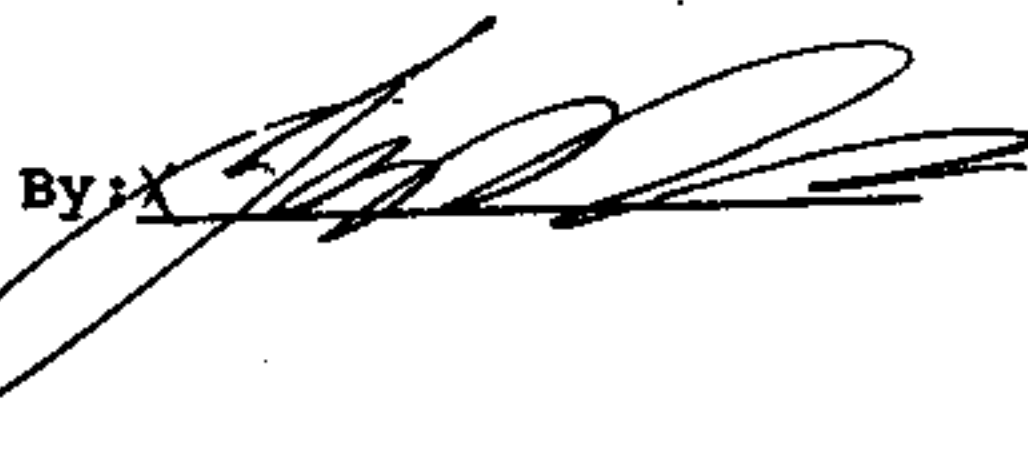
The granting of this License shall constitute a covenant running with the land and its terms shall be binding with respective successors and assigns forever.

In Witness Whereof this License Agreement has been executed this the 16th day of August, 1991.

Ed Gray Homes, Inc.

By:   
Ed Gray, President

Park Lane Properties,  
Inc.

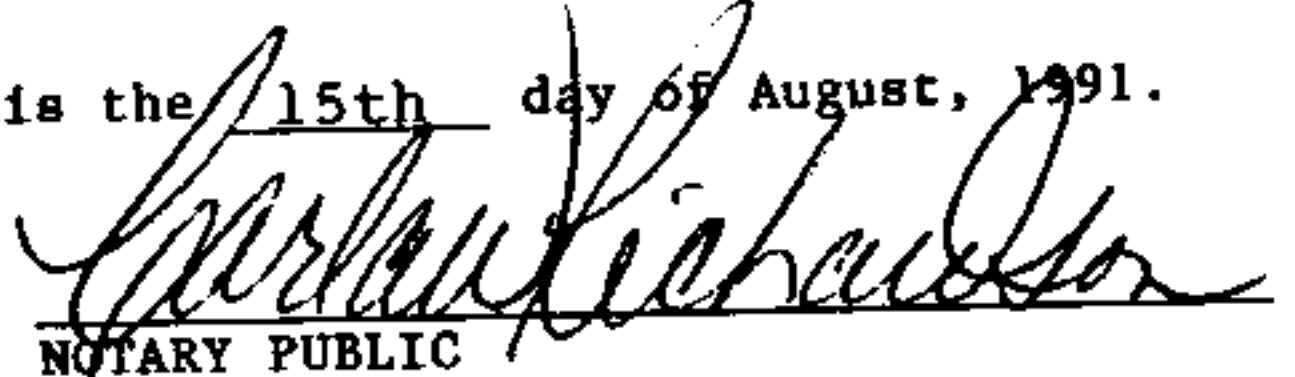
By: 

BOOK 365 PAGE 658

STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ed Gray whose name as President of Ed Gray Homes, Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 15th day of August, 1991.

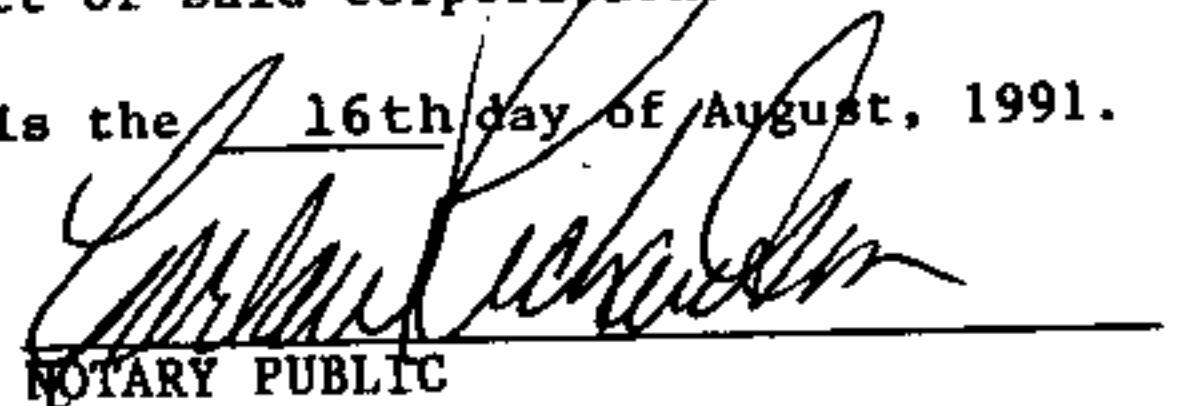
  
NOTARY PUBLIC

My Commission Expires: 11-2-91

STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Larry DiPiano whose name as President of Park Lane Properties, Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 16th day of August, 1991.

  
NOTARY PUBLIC

My Commission Expires: 11-2-91

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

91 SEP 26 AM 10:12

JUDGE OF PROBATE

1. Deed Tax	_____
2. Mtg. Tax	_____
3. Recording Fee	<u>7.50</u>
4. Indexing Fee	<u>3.00</u>
5. No Tax Fee	_____
6. Certified Fee	<u>1.00</u>
Total.....	<u>11.50</u>