

STATE OF ALABAMA)
COUNTY OF SHELBY)

LICENSE AGREEMENT

WHEREAS, SPRATLIN CONSTRUCTION CO., INC. is the owner of Lot 205, according to the Survey of Brook Highland, 6th Sector, 1st Phase, an Eddleman Community, as recorded in Map Book 14, Page 83 and 83A, in the Probate Office of Shelby County, Alabama; and

WHEREAS, DKM ENTERPRISES, INC. is the owner of Lot 206, according to the Survey of Brook Highland, 6th Sector, 1st Phase, an Eddleman Community, as recorded in Map Book 14, Page 83 and 83A, in the Probate Office of Shelby County, Alabama; and

WHEREAS, as shown by the survey attached hereto as EXHIBIT "A" which was prepared by Kenneht B. Weygand, Reg. Engr. L.S. No. 11768 of K. B. Weygand & Associates, P.C. on November 20, 1991, there is an encroachment of a wall from said Lot 205 onto Lot 206, in particular the Northwest side onto Lot 206 by .74 feet, as shown on the attached survey; and,

WHEREAS, SPRATLIN CONSTRUCTION CO., INC., makes not claim of ownership in and to the said Lot 206, but request only that DKM ENTERPRISES, INC. grant to it a LICENSE to permit the identified encroachment to remain undisturbed for as long as the building shall stand; and,

WHEREAS, DKM ENTERPRISES, INC. is willing to grant such License upon certain terms and conditions as hereinbelow set forth.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES AND ONE DOLLAR (\$1.00) in hand paid by the SPRATLIN CONSTRUCTION CO., INC., (hereinafter referred to as Grantee), the receipt and sufficiency of which is hereby acknowledged by DKM ENTERPRISES, INC., (hereinafter referred to as Grantor); DKM ENTERPRISES, INC., (the Grantor) an Alabama Corporation, does grant, bargain and convey to SPRATLIN CONSTRUCTION CO., INC. (the Grantee), a LICENSE to permit the wall now encroaching from said Lot 205 onto Lot 206 as shown by the survey of Kenneth B. Weygand dated November 20, 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 by no act of the Grantor or its successors or assigns, this License shall terminate immediately and a new wall shall not be permitted to encroach onto Lot 206. Also, granted with this License is the right in the Grantee to enter onto Lot 206 to perform all requisite and necessary maintenance and repair work as shall be required in the proper care and preservation of the wall.

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 206 by virtue of the aforesaid encroachment.

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

IN WITNESS WHEREOF, this License Agreement has been executed this the 26th day of November, 1991.

DKM ENTERPRISES, INC

BY:


W. B. Doyle, President

SPRATLIN CONSTRUCTION CO., INC.

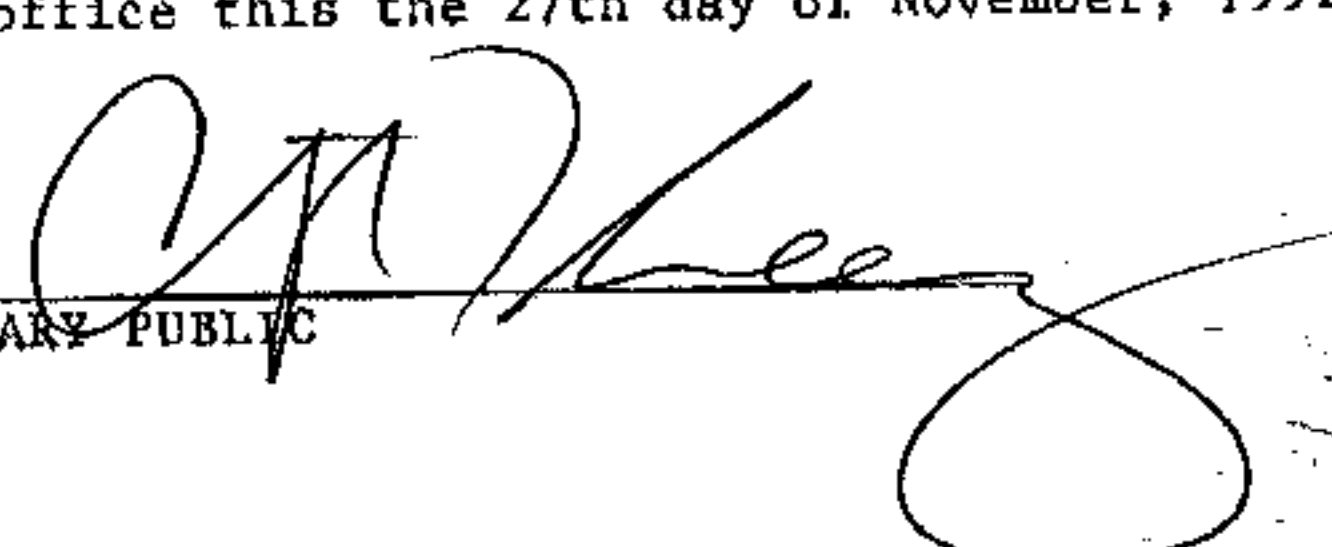
BY:


William F. Spratlin, President

STATE OF Alabama
COUNTY OF Jefferson

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

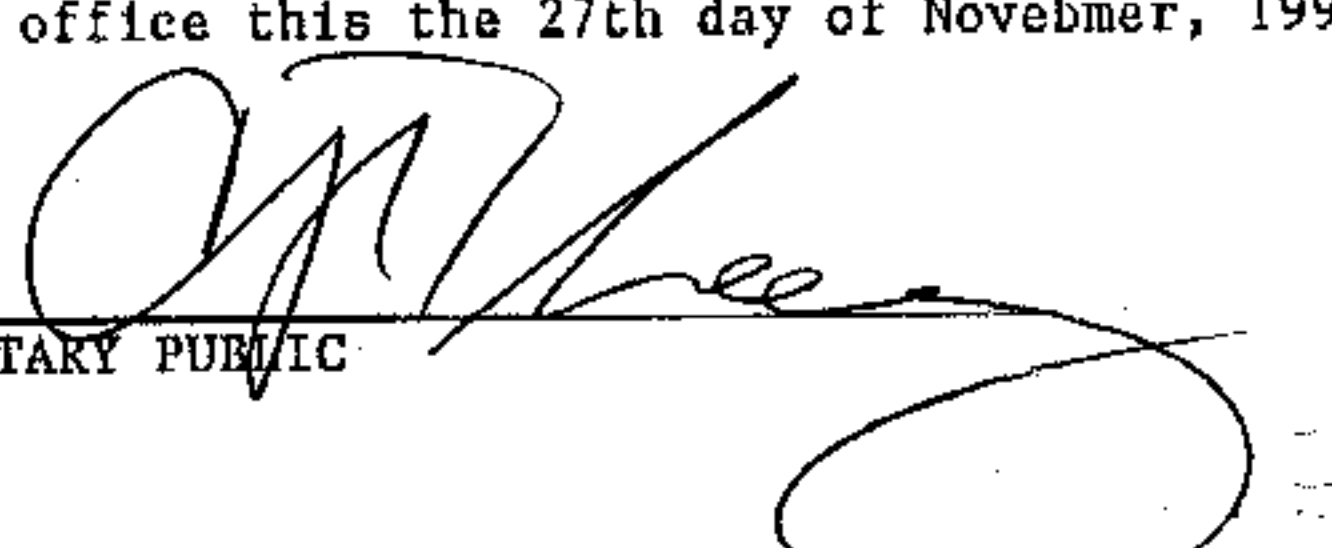
Given under my hand and seal of office this the 27th day of November, 1991.

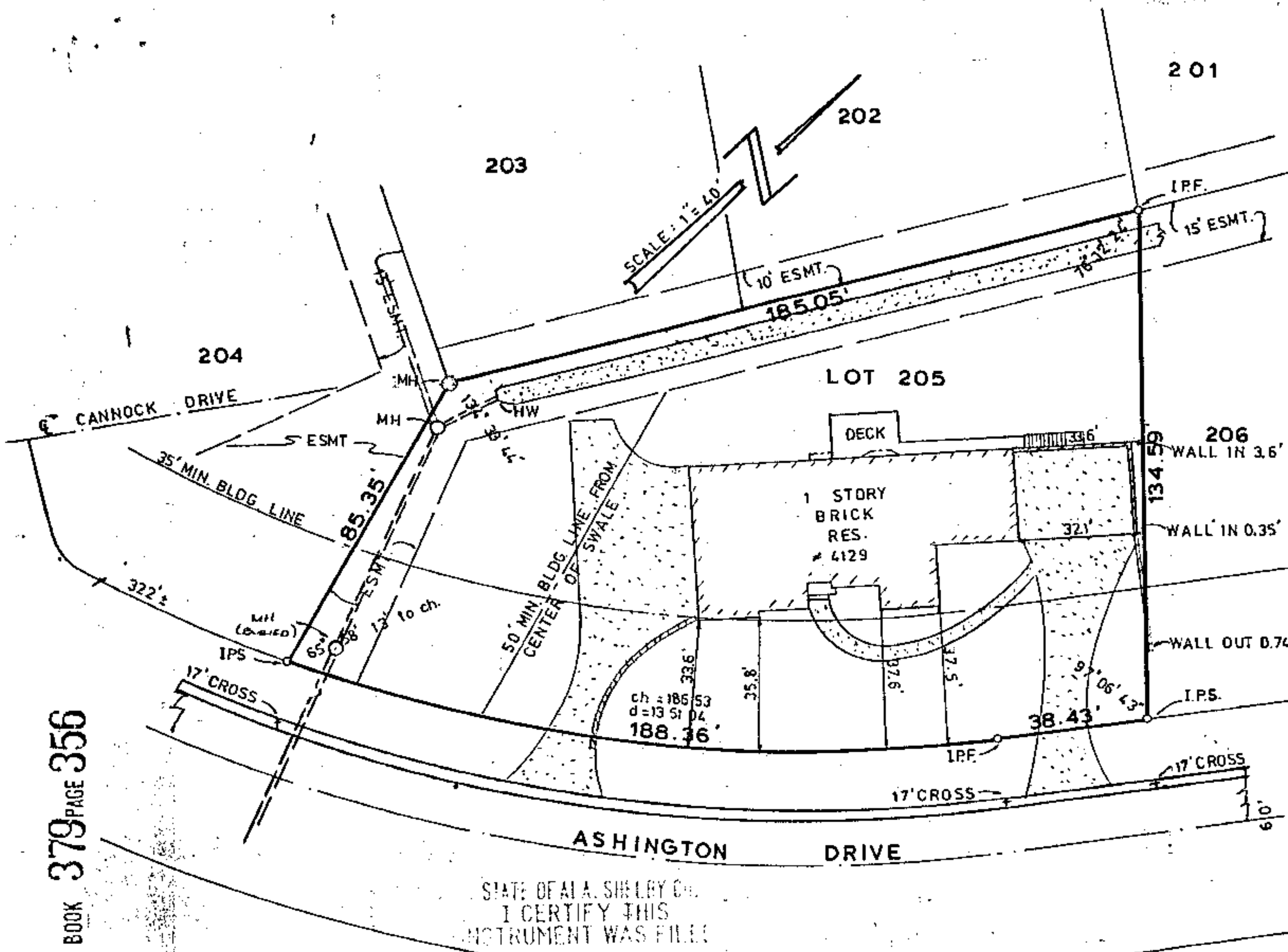

NOTARY PUBLIC

STATE OF Alabama
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that W. B. Doyle, whose name as President of the DKM Enterprises, Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 seal of office this the 27th day of November, 1991.


NOTARY PUBLIC



BOOK 379 PAGE 356

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

91 DEC. 26 AM 11:21

**STATE OF ALABAMA }
SHELBY COUNTY**

[Signature]
JUDGE OF PROBATE

1. Deed Tax	\$
2. Mtg. Tax	\$
3. Recording Fee	\$ 10.00
4. Indexing Fee	\$ 3.00
5. No Tax Fee	\$
6. Certified Fee	\$ 1.00
Total	\$ 15.00

I, Kenneth B. Weygand, a registered Engineer-Land Surveyor, certify that I have surveyed Lot 205
Block BROOK HIGHLAND AN EDDLEMAN COMMUNITY 6TH SECTOR 1ST PHASE
as recorded in Map Volume 14 on Page 83, In the Office of the Judge of Probate SHELBY
County, Alabama; that there are no right of-ways, easements, or joint driveways over or across said land visible on the surface except as shown; that
there are no electric or telephone wires (excluding wires which serve premises only) or structures or supports therefore, including poles, anchors
and guy wires, on or over said premises except as shown; that I have consulted the Federal Insurance Administration "Flood Hazard Boundary
Map" and found that this property is not located in "a special flood hazard area"; that there are no encroachments on said Lot except as shown; that
improvements are located as shown above; and that the correct address is as follows: 4129 ASHINGTON DRIVE
according to my survey of: NOVEMBER 20, 1991
I further certify that all parts of this survey and drawing have been completed in accordance
with the requirements of the Minimum Technical Standards for the Practice of Land Surveying in
the State of Alabama.

K. B. Weygand & Associates, P.C.
[Signature]
Kenneth B. Weygand, Reg. Engr.-L.S. No. 11768 Phone 991-8965

Order No. 45038
Purchaser: JENKINS