

ENCROACHMENT EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of July, 1993, by and between D W G BUILDERS, INC., parties of the first part (hereinafter referred to as "First Parties"); and GOOD EARTH BUILDERS, INC., parties of the second part (hereinafter referred to as "Second Parties").

WITNESSETH

WHEREAS, First Parties are the owners of property located at 149 Southview Drive (hereinafter referred to as the "First Property"), the First Property being more particularly shown on the survey of Hill Surveying (hereinafter referred to as the "Survey"), a copy of the Survey being attached hereto and made a part of this Agreement.

WHEREAS, Second Parties are the owners of property located at GOOD EARTH BUILDERS, INC. (hereinafter referred to as the "Second Property"), the Second Property being located immediately North of and adjoining the First Property; and

WHEREAS, the Survey discloses that certain improvements owned by First Parties are located partially on the Second Property. Said improvement encroachment(s) is/are more completely described as: Driveway encroachment into lot 12 by a distance of 10 feet

NOW, THEREFORE, in consideration of the premises, and of One and No/100 Dollar (\$1.00) in hand paid by the First Parties to Second Parties, First Parties and Second Parties hereby covenant and agree as follows:

1. The First Parties hereby disclaim any title or interest in any portion of the Second Property by reason of said encroachment.
2. The Second Parties hereby grant unto First Parties an easement over the Second Property for the purpose of using and maintaining the improvements of First Parties which are located thereon.
3. First Parties agree that should said encroachment be removed by First Parties at any time, all rights granted under this Agreement shall immediately become null and void.

IN WITNESS WHEREOF, First parties and Second Parties have hereunto set their hands and seals, the day and year first above written.

DWG Builders Inc
George H. Gregory
First Parties GEORGE H. GREGORY, Pres.

GOOD EARTH BUILDERS, INC.

Tommy Mayson
Second Parties TOMMY MAYSON, Pres.

THE STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that GEORGE H. GREGORY, as President of D W G BUILDERS, INC., whose name is signed to the foregoing conveyance and who is are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 16th day of July, 1993.

J. Dan Taylor Notary Public

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that TOMMY MAYSON, as President of GOOD EARTH BUILDERS, INC., whose name is signed to the foregoing conveyance and who is are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 16th day of July, 1993.

J. Dan Taylor Notary Public

Inst # 1553-24482

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SHELBY COUNTY JUDGE OF PROBATE
001 MCD 8.50

Inst # 1993-24482