

STATE OF ALABAMA)
COUNTY OF SHELBY)

LICENSE AGREEMENT

WHEREAS, Vista Homes, Inc. is the owner of Lot 10, according to the Survey of Greystone, 7th Sector, as recorded in Map Book 18, Page 119, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, Crystal Homes, Inc. is the owner of Lot 1, according to the Survey of Greystone, 7th Sector, Phase I, as recorded in Map Book 18, Page 120, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, As shown by the Survey attached hereto as Exhibit "A" which was prepared by Kenneth B. Weygand, dated 3-16-95, there is an encroachment of a driveway from said Lot 10 onto Lot 1, in particular the North side onto Lot 11 by 1.2 +/- feet all as shown on the attached survey; and

WHEREAS, Vista Homes, Inc. makes no claim of ownership in and to the said Lot 1, but requests only that Crystal Homes, Inc. grant to it a License to permit the identified encroachment to remain undisturbed for as long as the driveway shall stand; and

WHEREAS, Crystal Homes, Inc. is willing to grant such License upon certain terms and conditions as hereinabove set out.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISE AND ONE DOLLAR in hand paid by the Grantee, hereinafter named, Crystal Homes, Inc. (the GRANTOR), the receipt and sufficiency of which is acknowledged, the GRANTOR does grant, bargain and convey to Vista Homes, Inc. (the Grantee) a License to permit the driveway now encroaching from said Lot 10 onto Lot 1 as shown by the survey of Kenneth B. Weygand dated 3-16-95, and attached hereto as Exhibit "A" to remain in place for as long and as the driveway shall stand, upon the condition that, should the driveway ever be destroyed this License shall terminate immediately and a new driveway shall not be permitted to encroach onto Lot 1. Also, granted with this License is the right in the GRANTEE to enter onto Lot 1 to perform all requisite and necessary maintenance and repair work as shall be required in the proper care and preservation of the driveway.

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 1 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 23rd day of March, 1995.

VISTA HOMES, INC.

BY: James B. Wagnon, Jr. - Pres
JAMES B. WAGNON, JR.
ITS: PRESIDENT

CRYSTAL HOMES, INC.

BY: James B. Wagnon, Jr. - Pres
JAMES B. WAGNON, JR.
ITS: PRESIDENT

Inst # 1995-10748

04/25/1995-10748
02:44 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
003 MCD 13.50

CLAYTON I. SWEENEY, ATTORNEY AT LAW

Inst # 1995-10748

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James B. Wagnon, Jr., whose name as President of Vista Homes, Inc., is signed to the foregoing conveyance, and who are 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 on the day the same bears date.

Given under my hand and official seal this 23rd day of March, 1995.

Nancy D. Crawford
NOTARY PUBLIC

My Commission expires: 4/26/97

STATE OF ALABAMA)
JEFFERSON COUNTY)

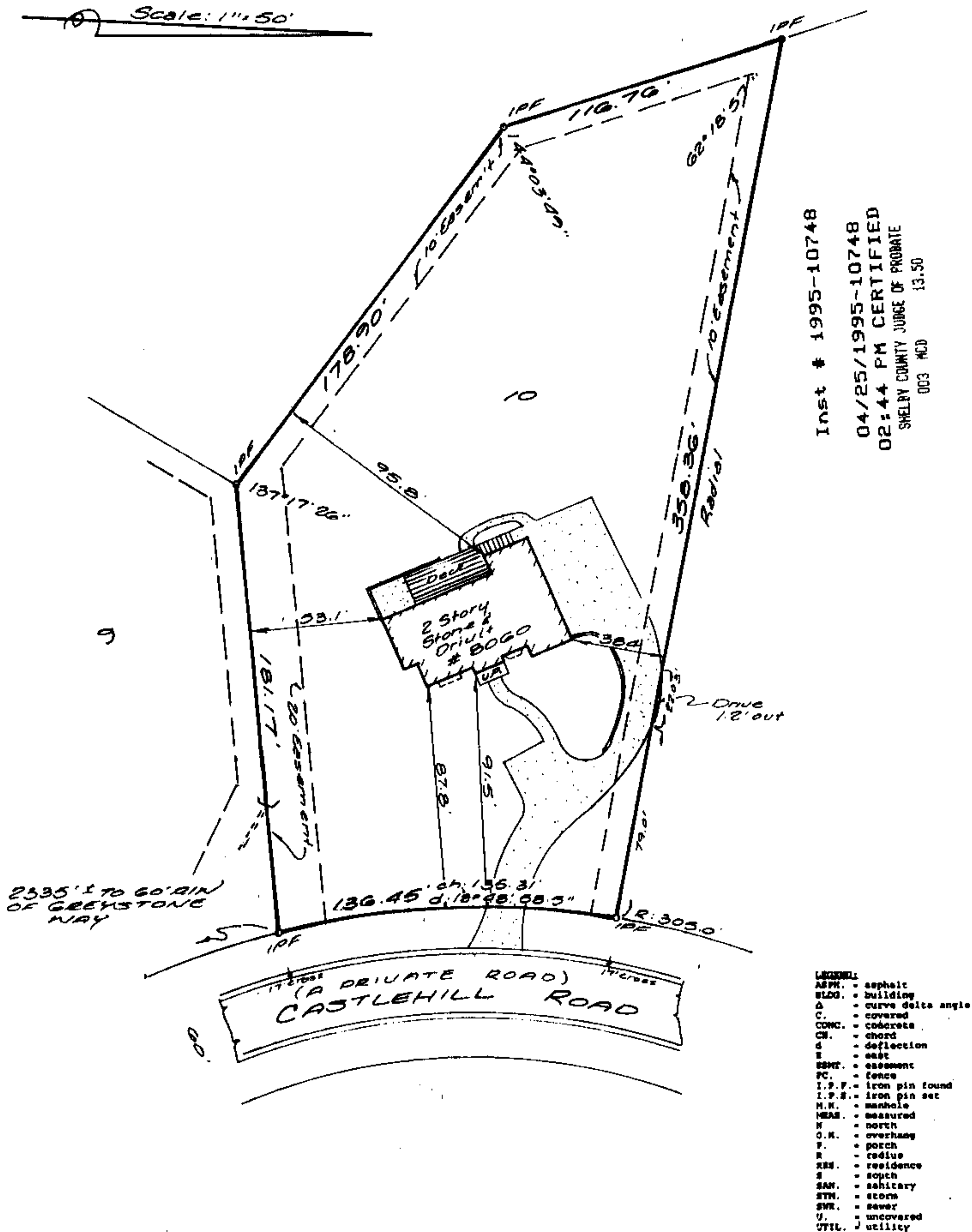
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James B. Wagnon, Jr whose name as President of Crystal Homes, Inc., is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of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

Given under my hand and official seal this 23rd day of March, 1995.

Nancy D. Crawford
NOTARY PUBLIC

My Commission expires: 4/26/97

EXHIBIT "A"



STATE OF ALABAMA
COUNTY OF SHELBY

I, Kenneth B. Weygand, a registered Engineer-Land Surveyor, certify that I have surveyed Lot 10 GREYSTONE
7TH SECTOR recorded in Map Volume 10
on Page 112, in the Office of the Judge of Probate SHELBY County, Alabama; that there are no rights-of-way,
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 therefor, 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 land except as shown; that improvements are located as shown above; and that the correct
address is as follows: 8060 CASTLEHILL ROAD according to my survey of: 3-16-95

I furthermore 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. Survey is not valid unless it is sealed or stamped in red.

K. B. WYGGAND & ASSOCIATES, P.C.

Order No. 56702
Purchaser: Adams

Kenneth B. Weygand
Kenneth B. Weygand, Reg. Engr.-I.S. # 11768, Phone 991-8965