

STATE OF ALABAMA)
COUNTY OF SHELBY)

LICENSE AGREEMENT

WHEREAS, Acton Homes, Inc. is the owner of Lot 2121, according to the Survey of Brook Highland, an Eddleman Community, 21st Sector, as recorded in Map Book 18, Page 52 A & B, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, Acton Homes, Inc. is the owner of Lot 2120, according to the Survey of Brook Highland, an Eddleman Community, 21st Sector, as recorded in Map Book 18, Page 52 A & B, 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 Carl Daniel Moore, dated April 5, 1995, there is an encroachment of a driveway from said Lot 2121 onto Lot 2120, in particular the North side onto Lot 2120 by 0.6 +/- feet all as shown on the attached survey; and

WHEREAS, Acton Homes, Inc. makes no claim of ownership in and to the said Lot 2121, but requests only that Acton 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, Acton 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, Acton Homes, Inc. (the GRANTOR), the receipt and sufficiency of which is acknowledged, the GRANTOR does grant, bargain and convey to Acton Homes, Inc. (the Grantee) a License to permit the driveway now encroaching from said Lot 2121 onto Lot 2120 as shown by the survey of Carl Daniel Moore dated April 5, 1995, 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 2120. Also, granted with this License is the right in the GRANTEE to enter onto Lot 2120 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 2120 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 9 day of May, 1995.

ACTON HOMES, INC.

BY: Danny F. Acton

DANNY F. ACTON

ITS: PRESIDENT

st # 1995-14105

05/31/1995-14105
10:59 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.00

CLAYTON T. SWEENEY, ATTORNEY AT LAW

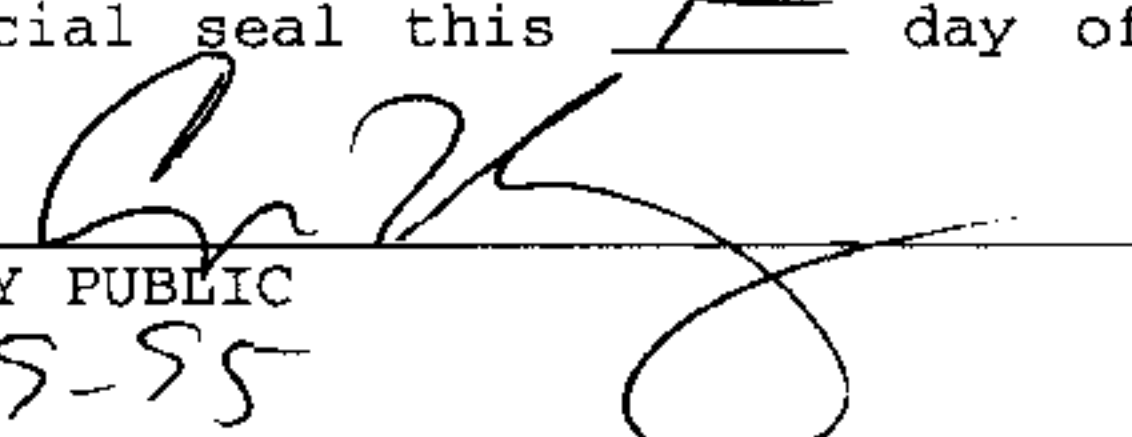
st # 1995-14105

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Danny F. Acton, whose name as President of Acton 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 9th day of May, 1995.


NOTARY PUBLIC

My Commission expires: 5-25-95

Inst # 1995-14105

05/31/1995-14105
10:59 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.00