

STATE OF ALABAMA       )  
COUNTY OF SHELBY     )

**LICENSE AGREEMENT**

THIS LICENSE AGREEMENT is entered into this 21st day of September, 1999, by and between David M. and Jane S. Young, individuals residing in Shelby County, Alabama (collectively "Young"), and Ann Cox Pippen, individually (residing in Jefferson County, Alabama), and Ann Cox Pippen and Amsouth Bank as Trustees under the will of Clyde A. Pippen, Jr., deceased ("Pippen").

**RECITALS:**

Whereas Young is the owner of that real property described as Lot 9-A of the Weed-Pippen Resurvey of Lots 9 and 10 of Mountainview Lake Company First Sector, which resurvey was recorded in Book 13, at Page 13 in the Shelby County Probate Office, and which is designated as Lot 9-A on Exhibit "A" hereto ("Lot 9-A"); and

Whereas Pippen is the owner of that real property described as Lot 10-A of the Weed-Pippen Resurvey of Lots 9 and 10 of Mountainview Lake Company First Sector, which resurvey was recorded in Book 13 at Page 13 in the Shelby County Probate Office, and which is designated as Lot 10-A on Exhibit "A" hereto ("Lot 10-A");

Whereas there is a driveway located on Lot 9-A currently utilized by Pippen to traverse to and from the home located on Lot 10-A, and there is a portion of the parking area located on Lot 10-A utilized by Young for parking in connection with the home located on Lot 9-A; and

Whereas Young and Pippen are desirous of reducing any encroachments to a license only and further acknowledge and agree said driveway and parking area have been under a license agreement; and

Whereas Young and Pippen each to the other quit claim all and any other interest in the other's properties;

Whereas Young desires to grant to Pippen a license to use the driveway on Lot 9-A and Pippen desires to grant to Young a license to use the parking area on Lot 10-A, but only on the terms and conditions contained herein.

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09/28/1999-40447  
11:13 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 CJA 16.00

Inst # 1999-40447

### **AGREEMENT:**

NOW, THEREFORE, in consideration of the above premises, the mutual promises, undertakings, and agreements contained herein, and One Dollar (\$1.00), receipt acknowledged, the parties hereto do agree as follows:

1. **Grant Of License:** Young does hereby grant to Pippen a license to utilize, for ingress and egress, the driveway which currently traverses Lot 9-A. Pippen does hereby grant to Young a license to utilize the parking area which is located in the northwest corner of Lot 10-A. Each of the licenses shall exist for the benefit of Young, Pippen, and their respective guests, licensees, invitees, and any other persons who may be entering Lot 9-A or Lot 10-A with the permission of their respective owners, provided that in no event shall either of such licenses be used or utilized for commercial traffic or commercial purposes.
2. **Maintenance:** Young shall maintain, at Young's expense, property owned by Young which is subject to this license agreement. Pippen shall maintain, at Pippen's expense, property owned by Pippen which is subject to this license agreement.
3. **Liability:** Each party hereby waives any claims against the other for any injury, damage or claim arising solely out of the use by either party of the property owned by the other party as permitted in this license agreement. Further, each party shall hold harmless and indemnify the other party from and against any claim or action asserted by any guests, family, invitees or licensees of such party which arises solely out of the use by such guest, family member, invitee or licensee as permitted in this license Agreement.
4. **Term:** Either party may terminate this license agreement at any time upon ninety (90) days prior written notice to the other party. Subject to the 90 day cancellation provision, this agreement does run with the land and shall bind the undersigned, their heirs and assigns.

IN WITNESS WHEREOF, each of the parties has set his hand hereto on the date first written above.

David M. Young  
David M. Young

Jane S. Young  
Jane S. Young

Ann Cox Pippen  
Ann Cox Pippen, Individually, and as Trustee

Carolyn W. Lise ASSISTANT VICE PRESIDENT  
Amsouth Bank as Trustee under the will of  
Clyde A. Pippen, Jr., deceased

STATE OF ALABAMA )  
COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that David M. Young and Jane S. Young, whose names are 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, both executed the same voluntarily on the day the same bears date.

Given under my hand this 2<sup>nd</sup> day of September, 1999.

Sandra H. Clark  
Notary Public

(Seal)

My Commission Expires: MY COMMISSION EXPIRES JUNE 5, 2003

STATE OF ALABAMA )  
COUNTY OF )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Ann Cox Pippen, whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand this 23<sup>rd</sup> day of September, 1999.

Brian L. Hunter  
Notary Public

(Seal)

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Dec. 21, 2002  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA )  
COUNTY OF )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Carolyn W. Ivey, Assistant Vice President of Amsouth Bank, whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand this 24<sup>th</sup> day of September, 1999.

Christi L. Dreeze  
Notary Public

(Seal)

My Commission Expires:

11-7-99