

STATE OF ALABAMA)
COUNTY OF SHELBY)

LICENSE AGREEMENT

WHEREAS, Highland Lakes Residential Association, Inc. is the owner of the "Park", according to the Map of Highland Lakes, 8th Sector, an Eddleman Community, as recorded in Map Book 23, Page 145, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, Sterling Companies, L.L.C. is the owner of Lot 813, according to the Map of Highland Lakes, 8th Sector, an Eddleman Community, as recorded in Map Book 23, Page 145, 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 K.B. Weygand & Associates, P.C. dated March 8, 2001, there is an encroachment of a driveway by 2.7 +/- feet, from said Lot 813 onto the "Park", in particular the Northwestern side of said Lot 813 onto the Southeasterly side of the "Park", all as shown on the attached survey (a copy of which is attached hereto and made a part hereof as Exhibit "A"); and

WHEREAS, Sterling Companies, L.L.C. makes no claim of ownership in and to the said "Park", but requests only that Highland Lakes Residential Association, Inc. grant to it a License to permit the identified encroachment to remain undisturbed for as long as the driveway shall stand; and

WHEREAS, Highland Lakes Residential Association, 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, Highland Lakes Residential Association, Inc. (the GRANTOR), the receipt and sufficiency of which is acknowledged, the GRANTOR does grant, bargain and convey to Sterling Companies, L.L.C. (the Grantee) a License to permit the driveway, now encroaching from said Lot 813 onto the "Park" as shown by the survey of K.B. Weygand & Associates, P.C., dated March 8, 2001, 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 the "Park". Also, granted with this License is the right in the GRANTEE to enter onto the "Park" 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 the "Park" 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 upon their respective successors and assigns forever.

In Witness Whereof this License Agreement has been executed this 23rd day of March, 2001.

GRANTOR:

Highland Lakes Residential Association, Inc.

By: 

Douglas D. Eddleman
Its: President

GRANTEE:

Sterling Companies, L.L.C.

BY: 

Ingram D. Tynes
Its: Member

04/17/2001-14523
08:20 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
003 KB 17.00

CLAYTON T. SWEENEY, ATTORNEY AT LAW

Inst # 2001-14523

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Douglas D. Eddleman, whose name as President of Highland Lakes Residential Association, 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 30th day of March, 2001.


NOTARY PUBLIC

My Commission expires: 11 6-5-2003

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ingram D. Tynes, whose name as Member of Sterling Companies, L.L.C., an Alabama limited liability company, 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, executed the same voluntarily and as an act of said limited liability company.

Given under my hand and official seal this 23rd day of March, 2001.


NOTARY PUBLIC

My Commission expires: 6-5-2003

<u>LEGEND</u>	
ASPH	= asphalt
BLDG	= building
CALC	= calculated
CAP	= capped iron
CH	= chord
CL	= centerline
CH	= chord
CONC.	= concrete
C	= covered
d	= deflection
	= curve delta angle
E	= East
ESMT	= easement
FC	= fence
FD	= found
FND	= foundation
I.P.F.	= iron pin found
I.P.F.*	= iron pin found (#6 rebar with KBW cap)
I.P.S.	= iron pin set (#6 rebar with KBW cap)
MEAS	= measured
MIN	= minimum
M.H.	= manhole
N	= North
O.H.	= overhead
P	= porch
P.C.	= point of curve
P.P.	= power pole
P.T.	= point of tangent
PVM* ^T	= pavement
PWR	= power
R	= radius
REBAR	= reinforcement bar
REC	= recorded
RES	= residence
R-O-W	= right of way
S	= South
SAN	= sanitary
STM	= storm
SWR	= sewer
SYN	= synthetic
TAN	= tangent
UTIL	= utility
U	= uncovered
W	= West
o	= degree
'	= minutes
	(in bearings or angles)
"	= seconds (in bearings or angles)
'	= feet (in distance)
"	= inches (in distance)
AC	= acres
+	= more or less
	{ or plus or minus}
Rebar	= reinforcement bar
	= overhead utility

04/17/2001-14523
08:20 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MB 17.00

**STATE OF ALABAMA)
COUNTY OF SHELBY)**

K.B. Weygand & Associates, P.C.
2233 Cahaba Valley Drive, Birmingham, AL 35242-2606
Tel: (205) 991-8965 Fax: (205) 991-6032

Carl Daniel Moore
Carl Daniel Moore, Reg. L.S. # 12159

