

STATE OF ALABAMA)  
COUNTY OF SHELBY)

20090310000086500 1/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
03/10/2009 09:56:20AM FILED/CERT

LICENSE AGREEMENT AND EASEMENT

WHEREAS, PARK HOMES, LLC, is the owner of the Lot 9-15A, according to the Resurvey of Lots 9-11 through 9-17 and part of Common Area Chelsea Park - 9<sup>th</sup> Sector, as recorded in Map Book 40, Page 7, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, CHELSEA PARK, INC., is the owner of property designated as common area located lying East of and behind Lot 9-15A, according to the Resurvey of Lots 9-11 through 9-17 and part of Common Area Chelsea Park - 9<sup>th</sup> Sector, as recorded in Map Book 40, Page 7, in the Office of the Judge of Probate of Shelby County, Alabama; and, situated on said Common Area, Chelsea Park, Inc. has granted a 20' foot easement for sanitary sewer; and

WHEREAS, As shown by the Survey attached hereto as Exhibit "A" which was prepared by Arrington Engineering & Land Surveying, Inc. dated February 19, 2009, there is an encroachment of a Deck of approximately 1.6 feet, from said Lot 9-15A into said Common Area, in particular the Rear side of said Lot 9-15A into said Common Area, all as shown on the attached survey (a copy of which is attached hereto and made a part hereof as Exhibit "A"); and

WHEREAS, PARK HOMES, LLC, makes claim of ownership in and to the said Lot 9-15A and CHELSEA PARK, INC., makes claim of ownership into the said Common Area and hereby grants each to the other a License and easement to permit the identified encroachment to remain undisturbed; and

WHEREAS, CHELSEA PARK, INC. is willing to grant such License and easement 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, CHELSEA PARK, INC. (the GRANTOR), the receipt and sufficiency of which is acknowledged, the GRANTOR does grant, bargain and convey to PARK HOMES, LLC, its successors and assigns, (the Grantee) a License and easement to permit the deck, now encroaching approximately 1.6 feet from said Lot 9-15A into the Common Area as shown by the survey of Arrington Engineering & Land Surveying, Inc., dated February 19, 2009 and attached hereto as Exhibit "A" to remain in place. Also, granted with this License and easement is the right in the GRANTEE to enter into the Common Area to perform all requisite and necessary maintenance and repair work as shall be required in the proper care and preservation of the deck, subject to any rights granted for the existing sanitary sewer, which lies 20' behind Lot 9-15A.

The granting of this License easement 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 19th day of February, 2009.

GRANTOR:  
CHELSEA PARK, INC.

By: 

Douglas D. Eddleman  
Its: President

GRANTEE:  
PARK HOMES, LLC

BY: 

Douglas D. Eddleman  
Its: Managing Member

Shelby County, AL 03/10/2009  
State of Alabama

Deed Tax: \$1.00



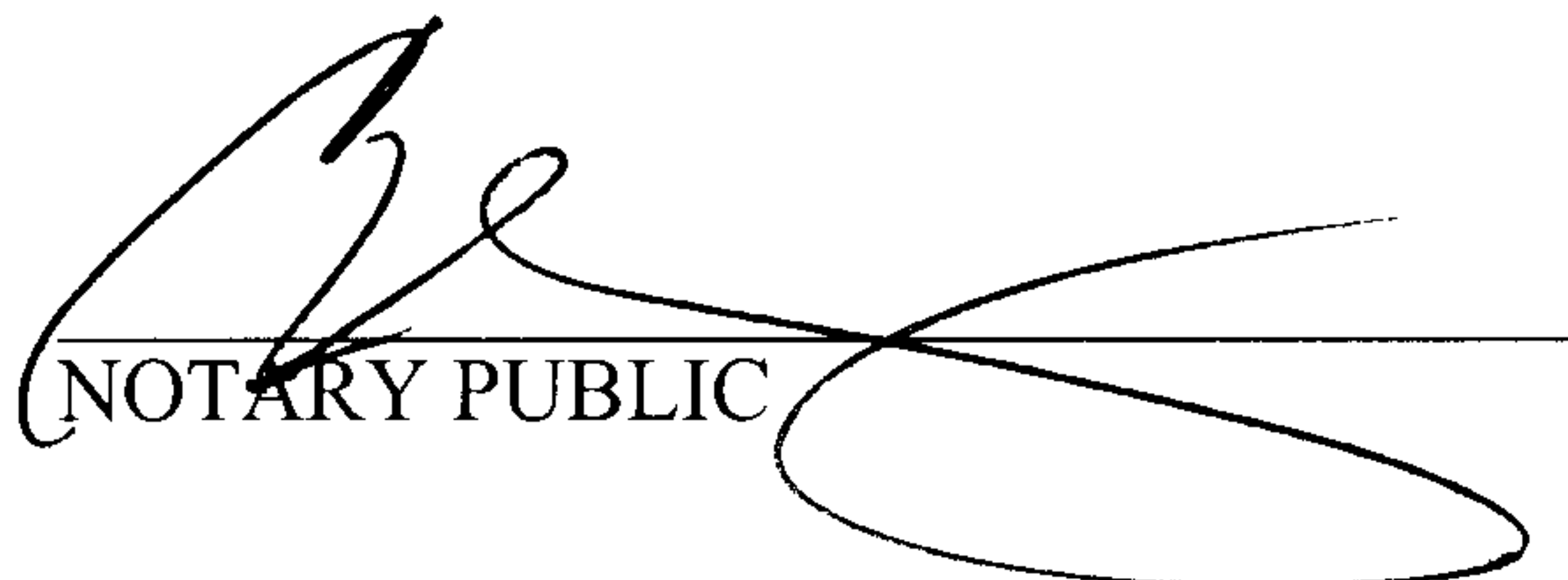
STATE OF ALABAMA)  
JEFFERSON COUNTY)

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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 CHELSEA PARK, INC., an Alabama corporation, 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 and as the act of said corporation.

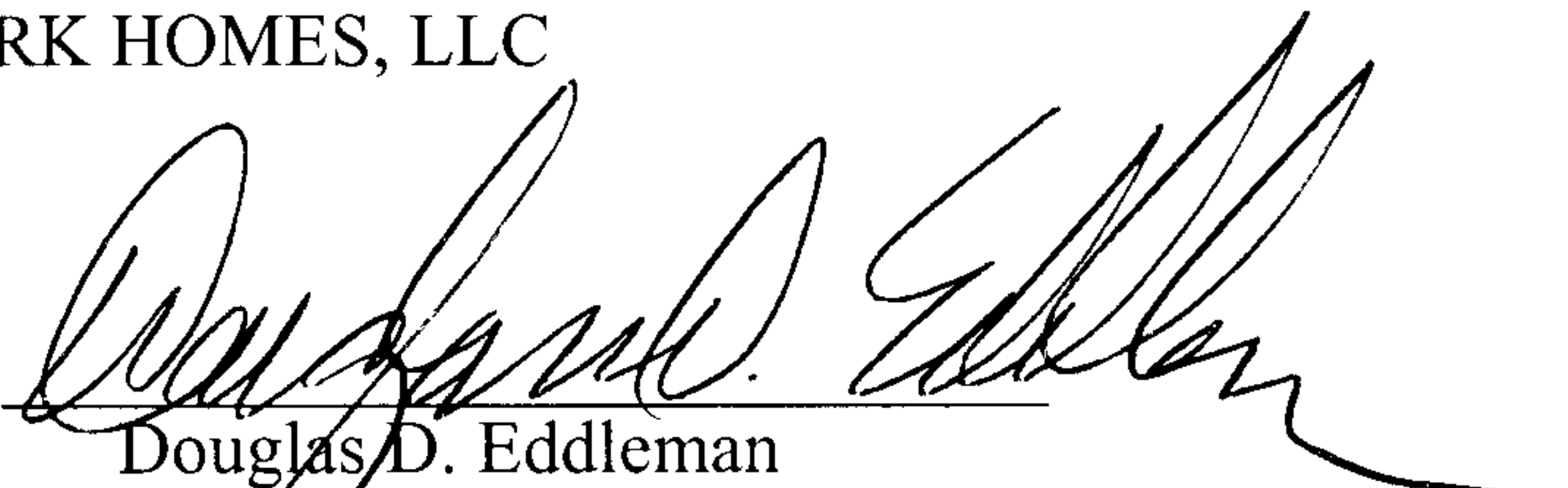
Given under my hand and official seal this 19th day of February, 2009.

My Commission expires: 6-5-2011

  
NOTARY PUBLIC

The Purchasers of Lot 9-15A execute this License Agreement and Easement to acknowledge and accept the terms and conditions of this hereinabove License Agreement and Easement and Purchasers, their successors and assigns, agree and understand that the property is subject to the foregoing grant of easement.

GRANTEE:  
PARK HOMES, LLC

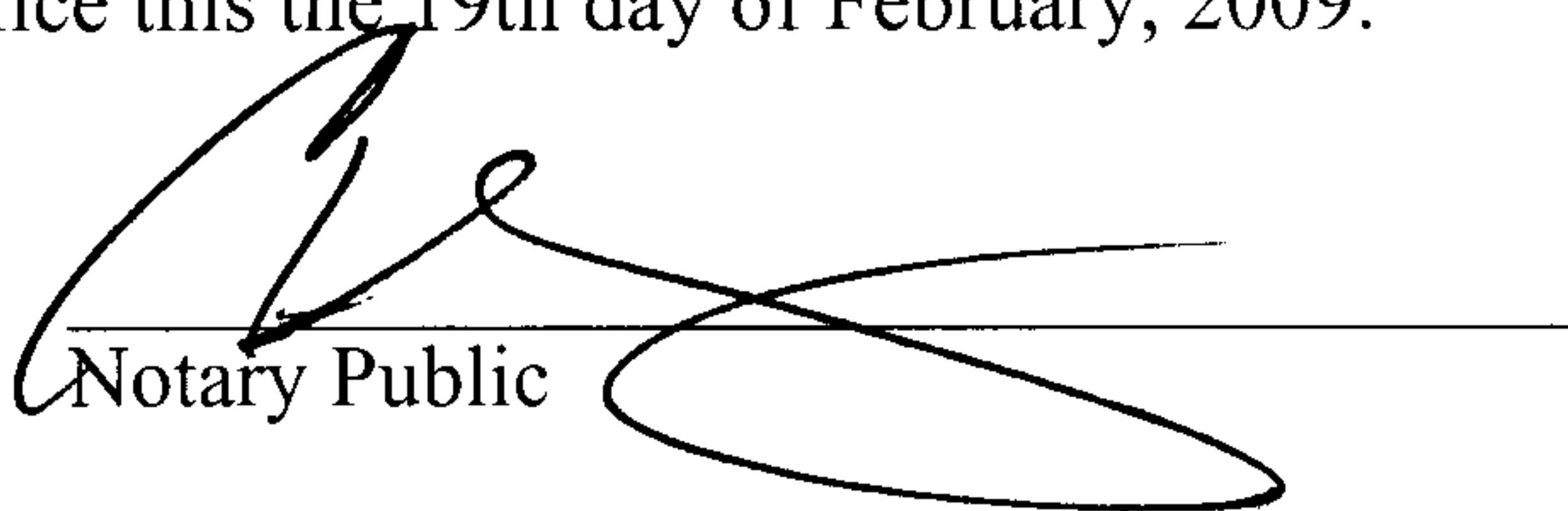
By:   
Douglas D. Eddleman  
Its Managing Member

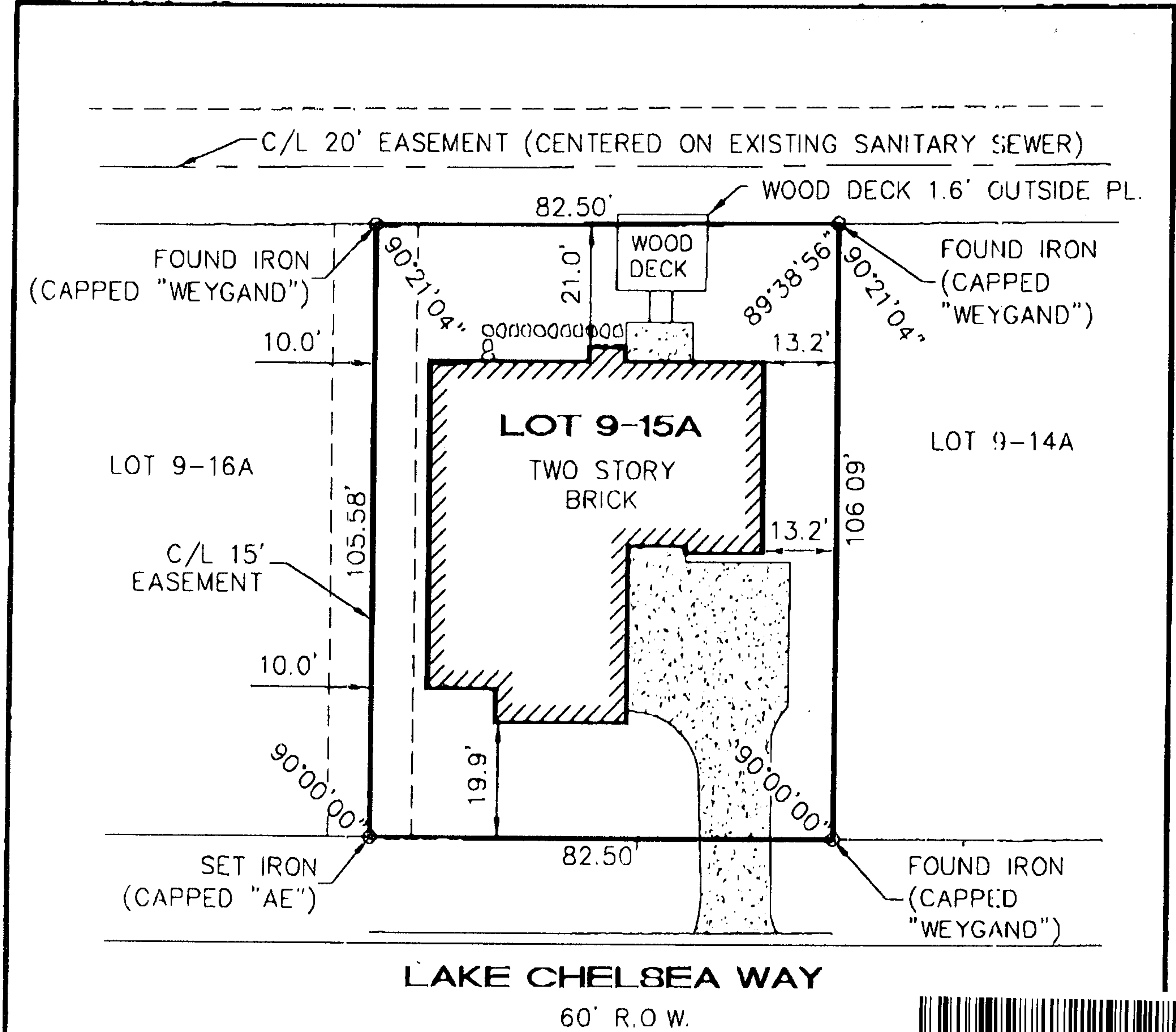
STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that Douglas D. Eddleman, whose name as Managing Member of Park Homes, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the above foregoing instrument, he, as such Managing Member, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal of office this the 19th day of February, 2009.

My Commission Expires: 6-5-2011

  
Notary Public



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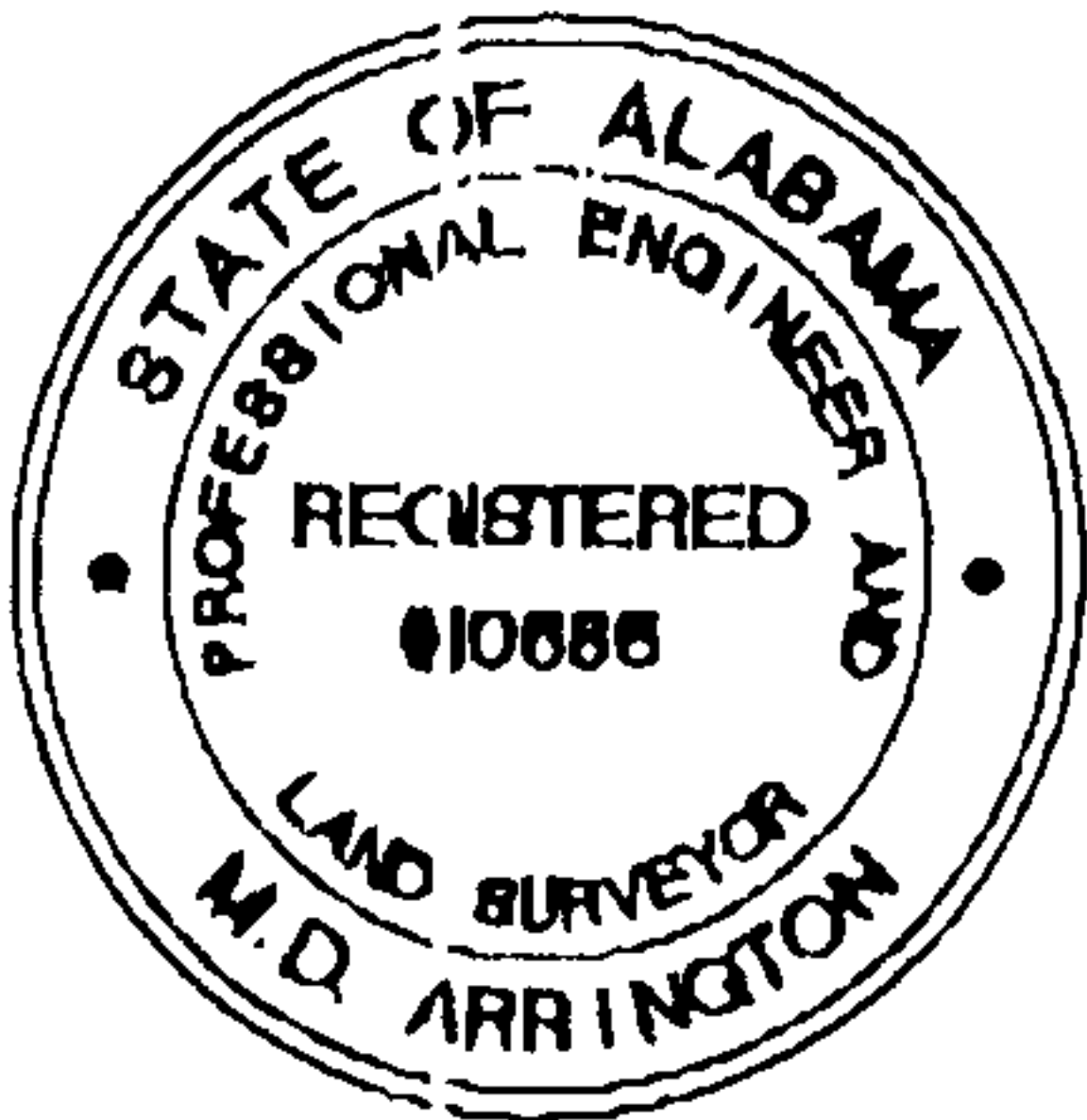
SCALE: 1" = 30'



LEGEND					
• DEGREE	N NORTH	E EAST	L ARC LENGTH	0000 STEPPING STONES	
• FEET OR MINUTES	S SOUTH	W WEST	R RADIUS	—x— CHAIN LINK FENCE	
• INCHES OR SECONDS	P.O.B. POINT OF BEGINNING		⊗ FIRE HYDRANT	— — WOODEN FENCE	
○ FOUND OR SET IRON	R.O.W. RIGHT OF WAY		⊕ UTILITY POLE	□ CONCRETE	
⊙ GAS METER	C/L CENTER LINE		□ JUNCTION BOX		

NOTES

- NO TITLE SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY THIS FIRM AND LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS-OF-WAYS, RECORDED OR UNRECORDED. THE PARCEL SHOWN HEREON IS SUBJECT TO SETBACKS, EASEMENTS, ZONING AND RESTRICTIONS THAT MAY BE FOUND IN THE PUBLIC RECORDS OF SAID COUNTY.
- ALL BEARING AND/OR ANGLE, AND DISTANCES ARE DEED AND ACTUAL UNLESS OTHERWISE NOTED: DEED=(D), ACTUAL=(A); PLAT=(P).
- UNDERGROUND PORTIONS OF FOUNDATIONS, FOOTINGS, OR OTHER UNDERGROUND STRUCTURES WERE NOT LOCATED UNLESS OTHERWISE NOTED.
- THIS SURVEY IS VALID ONLY WITH AN ORIGINAL SIGNATURE AND A LEGIBLE SEAL.
- BEARING REFERENCE IS BASED ON RECORDED PLAT AND SOURCE OF INFORMATION IS RECORDED PLAT AND FIELD EVIDENCE.
- TYPE OF SURVEY: CLOSING OR LOAN



STATE OF ALABAMA  
SHELBY COUNTY

I, M. D. Arrington, a registered Engineer-Land Surveyor, certify that I have surveyed Lot 9-15A, according to the survey of RESURVEY LOTS 9-11 THROUGH 9-17 AND PART OF COMMON AREA CHELSEA PARK 9TH SECTOR as recorded in Map Volume 40, Page 7, in the office of the Judge of Probate Shelby County, Alabama; That all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief; That there are no encroachments on said lot except as shown; That improvements are located as shown above.

Address: 419 LAKE CHELSEA WAY  
Date of Fieldwork: 02-18-2009  
Date of Survey: 02-19-2009 By: MA  
Order No. 44571 Field Book: ---  
For: EDMONDSON

*M. D. Arrington*  
M.D. Arrington, AL Reg. #10686  
Arrington Engineering & Land Surveying, Inc.  
2032 Valleydale Road, Birmingham, AL 35244  
Phone: (205) 985-9315 (Fax 205-985-9385)