

STATE OF ALABAMA     )  
SHELBY COUNTY         )

**REVOCABLE LICENSE AGREEMENT FOR EXISTING ENCROACHMENTS**

THIS REVOCABLE LICENSE AGREEMENT FOR EXISTING ENCROACHMENTS (this "Agreement") is made and entered into by and between DOROTHY ELIZABETH BELL (hereinafter the "Licensee"), and GREYSTONE FARMS OWNER'S ASSOCIATION, INC., an Alabama non-profit corporation (the "Licensor") this 23<sup>rd</sup> day of August, 2010.

WHEREAS, Greystone Farms was established by the Greystone Farms Declaration of Covenants, Conditions and Restrictions dated June 22, 1995 recorded as Instrument Number 1995-16401 with the Probate Court of Shelby County, Alabama (together with all amendments hereinafter referred to as the "Declaration");

WHEREAS, the Licensor is the fee owner of the Common Area, as defined in the Declaration, and the Licensee is the fee owner of an adjoining parcel of real property located at 4164 Guilford Road, Birmingham, AL 35242, and more particularly described on Exhibit "A" (the "Property");

WHEREAS, Licensee has encroached onto the Common Area by placing the following Improvements (as defined in the Declaration) and other personal property in the Common Area:

A privacy fence extending beyond the rear boundary line of the Property (collectively the "Encroachments", all as shown on the as-built survey attached hereto as Exhibit "B");

WHEREAS, the Licensee has not heretofore received approval or permission of the Licensor or the Greystone Farms Architectural Review Committee to construct or install the Encroachments on any portion of the Common Area; and

WHEREAS, the Licensor has agreed to allow the Encroachments to remain, subject to the terms of this Agreement.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the parties hereto agree as follows:

1. License. The Licensor, for and in consideration of the premises and the sum of Ten and No/100 Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, hereby gives the Licensee a revocable license (the "License") to permit the Encroachments to remain in the Common Area and to enter upon the Common Area to use, maintain and repair the Encroachments.

2. Term of License. This License may be terminated by Licenser by giving written notice to the Licensee, specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date specified in such notice for the date of termination. Upon revocation or termination of the License, the Licensee, at its sole cost and expense, will immediately remove the Encroachments from the Common Area and restore, to the satisfaction of the Licenser, the portion of the Common Area affected by this Agreement to the same condition as the Common Area was in prior to the construction of the Encroachments. If the Licensee fails to remove the Encroachments within sixty (60) days after the termination of the License, the Licenser may do so, and the cost thereof shall be a lien on the Licensee's property.
3. No Claims of Ownership, Adverse Possession, Prescriptive Easement or Abandonment. Licensee does hereby certify, represent, declare and confirm that it has no title in and to the Common Area nor to any portion thereof, and Licensee has not, does not, and will not claim any such title nor any easement over the Common Area by virtue of the Encroachments, this License or otherwise. Licensee further acknowledges and agrees that it does not have and will not assert at any time any claim of adverse possession or prescriptive easement with respect to the Encroachments or any portion of the Common Area nor any claim that by giving the License, the Licenser has abandoned the affected segments of the Common Area.
4. Maintenance. The Licensee shall maintain the Encroachments in good condition and repair, at no expense to the Licenser.
5. Alterations/Other Improvements. Licensee shall not place any other Improvements or other personal property in the Common Area, nor shall the Encroachments be materially altered, remodeled, improved or physically changed, without the prior written consent of the Licenser.
6. Indemnity. Licensee hereby agrees to indemnify and hold harmless the Licenser from any claim, action, liability or cause of action arising from or relating in any way to the Encroachments or any other Improvement or personal property placed in the Common Area by or at the request of Licensee.
7. License Only. This License shall be deemed to be a revocable license and in no event shall the License be construed or deemed to create an easement in favor of the Licensee.
8. No Waiver. Nothing in this agreement shall be construed as a waiver by the Licenser of any rights or powers it possesses under the Declaration, Articles of Incorporation or Bylaws of the Greystone Farms Owner's Association, Inc.
9. Assignment of Rights. The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior, express and written consent of the other party.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

**LICENSEE:**

Date: March 7, 2010

Dorothy Elizabeth Bell  
DOROTHY ELIZABETH BELL

**LICENSOR:**

GREYSTONE FARMS OWNER'S  
ASSOCIATION, INC., an Alabama non-  
profit corporation,

Date: 8-23-10

By: [Signature]  
Shannon Price, Its President

[Acknowledgements begin on following page.]



STATE OF ALABAMA     )  
SHELBY COUNTY         )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Dorothy Elizabeth Bell**, whose name 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 this instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 1<sup>st</sup> day of March, 2010.

*Patricia A. Prasher*  
NOTARY PUBLIC  
My Commission Expires: 10/24/12

STATE OF ALABAMA     )  
SHELBY COUNTY         )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Shannon Price, whose name as President of **Greystone Farms Owner's Association, Inc.**, a corporation, 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 said instrument, he/she, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 23<sup>rd</sup> day of August, 2010.

*Greg P. McK*  
NOTARY PUBLIC  
My Commission Expires: 5-7-2014

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION OF THE PROPERTY**

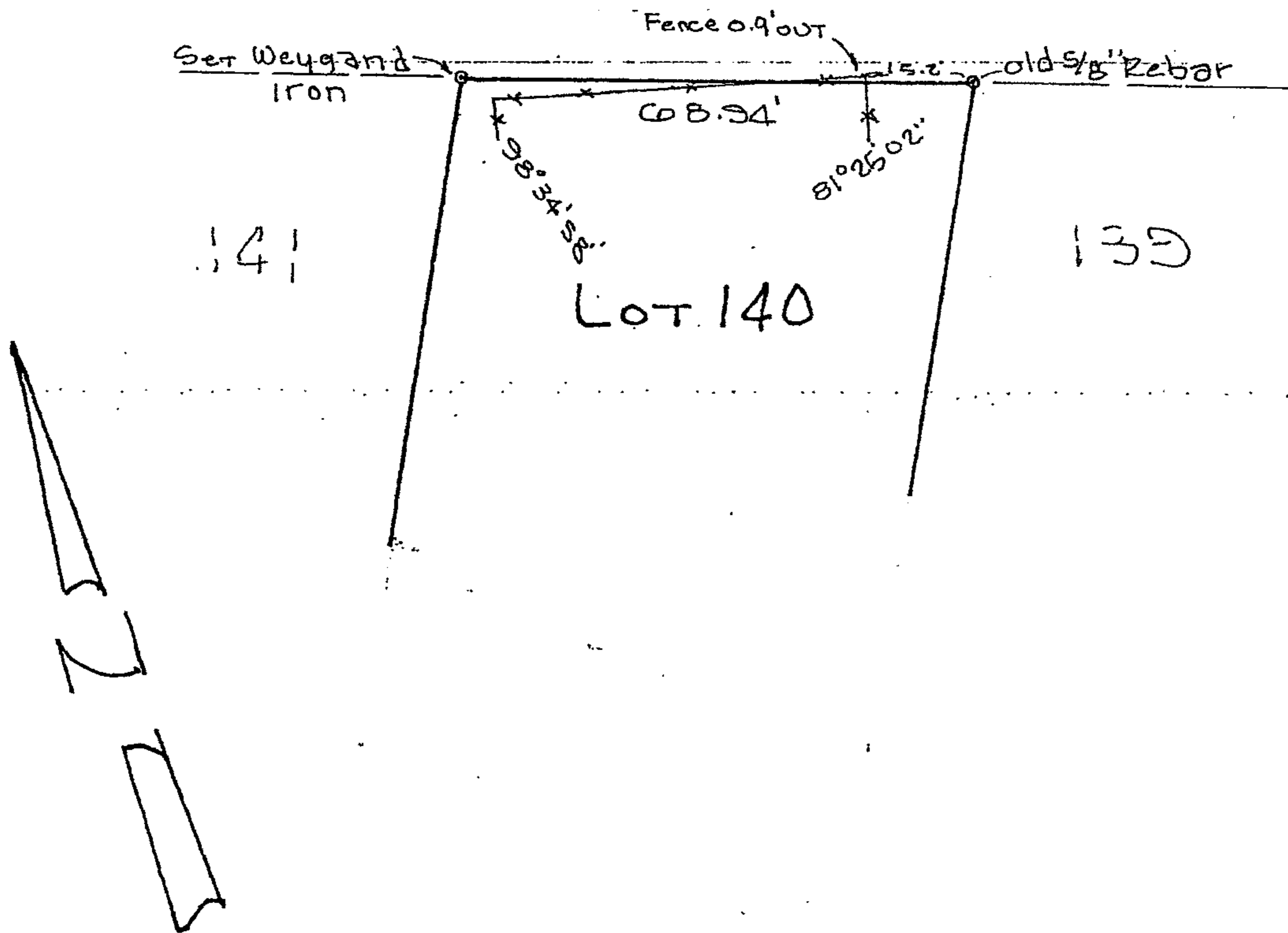
Lot 140, according to the Final Record Plat of Greystone Farms,  
Guilford Place, Phase 1, as recorded in Map Book 20, Page 105, in  
the Probate Office of Shelby County, Alabama.



**EXHIBIT "B"**

**SURVEY / ENCROACHMENTS**

LAKE



#4164 GUILFORD ROAD

Lot 140

## COMMON AREA ENCROACHMENTS

GREYSTONE FARMS

GUILFORD PLACE

PHASE 1 MB 20, PG 105

DATE: March 20, 2008

weygand surveyors, inc.

169 OXMOOR ROAD

HOMewood, AL, 35209

SCALE: 1" = 30'

Order # 68910



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Shelby Cnty Judge of Probate, AL  
09/01/2010 12:47:40 PM FILED/CERT