

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 **R. WAYNE DUKE and JANICE K. DUKE**, husband and wife (collectively hereinafter the "Licensee"), and **GREYSTONE FARMS OWNER'S ASSOCIATION, INC.**, an Alabama non-profit corporation (the "Licensor") this 23rd 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 **5541 Lake's Edge Circle, 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 rock walkway landscaping 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 Licensors 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 Licensors, 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 Licensors 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 Licensors 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 Licensors.
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 Licensors.
6. Indemnity. Licensee hereby agrees to indemnify and hold harmless the Licensors 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 Licensors 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: 3-4-10


R. WAYNE DUKE

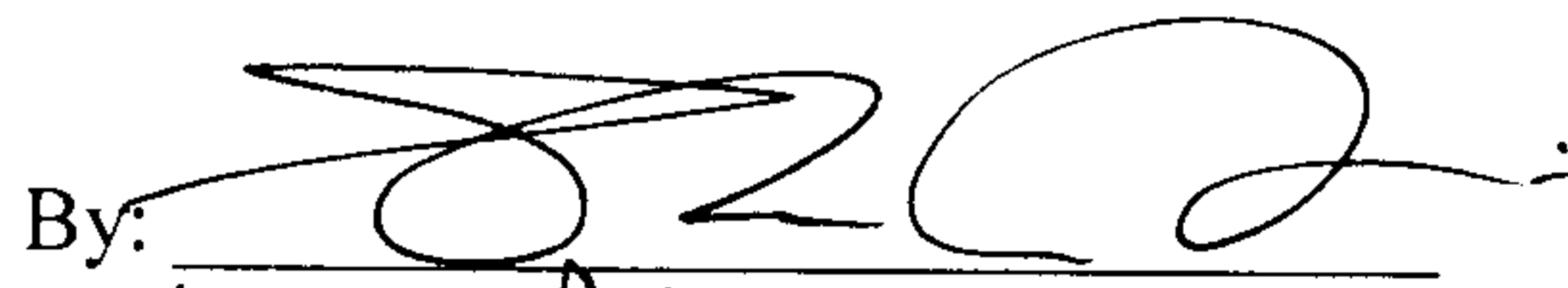
Date: 3-4-10


JANICE K. DUKE

LICENSOR:

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

Date: 8-23-10

By: 
Shannon Price, Its President

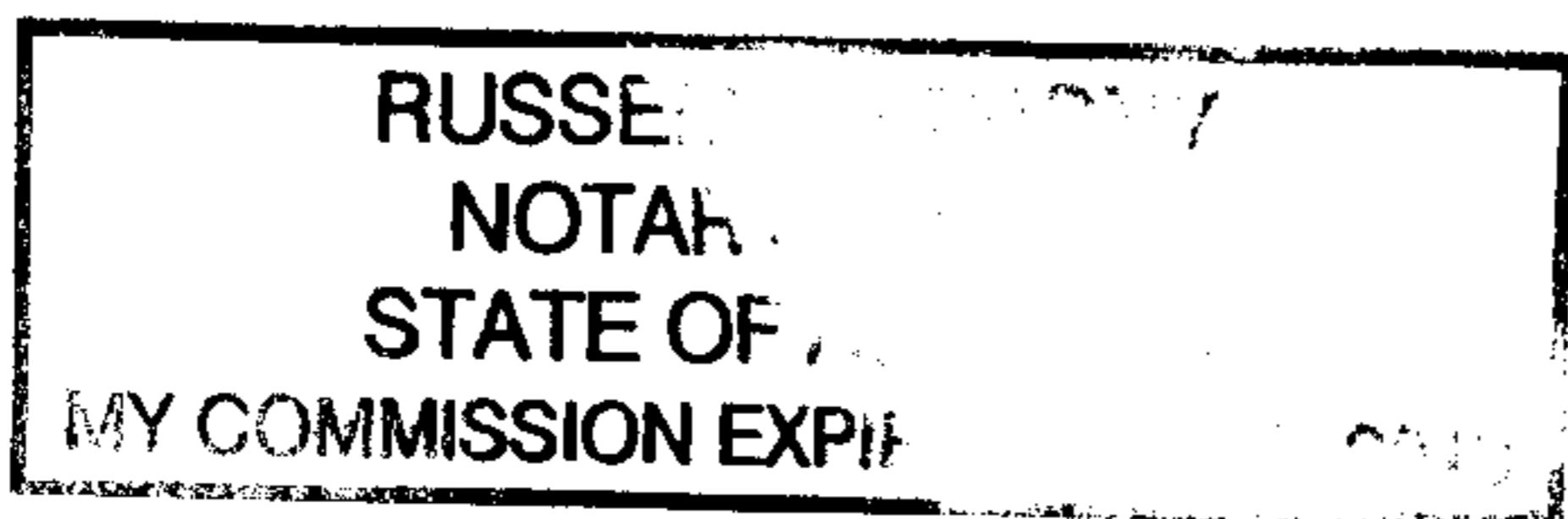
[Acknowledgements begin on following page.]



STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **R. Wayne Duke**, 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 4 day of MARCH, 2010.

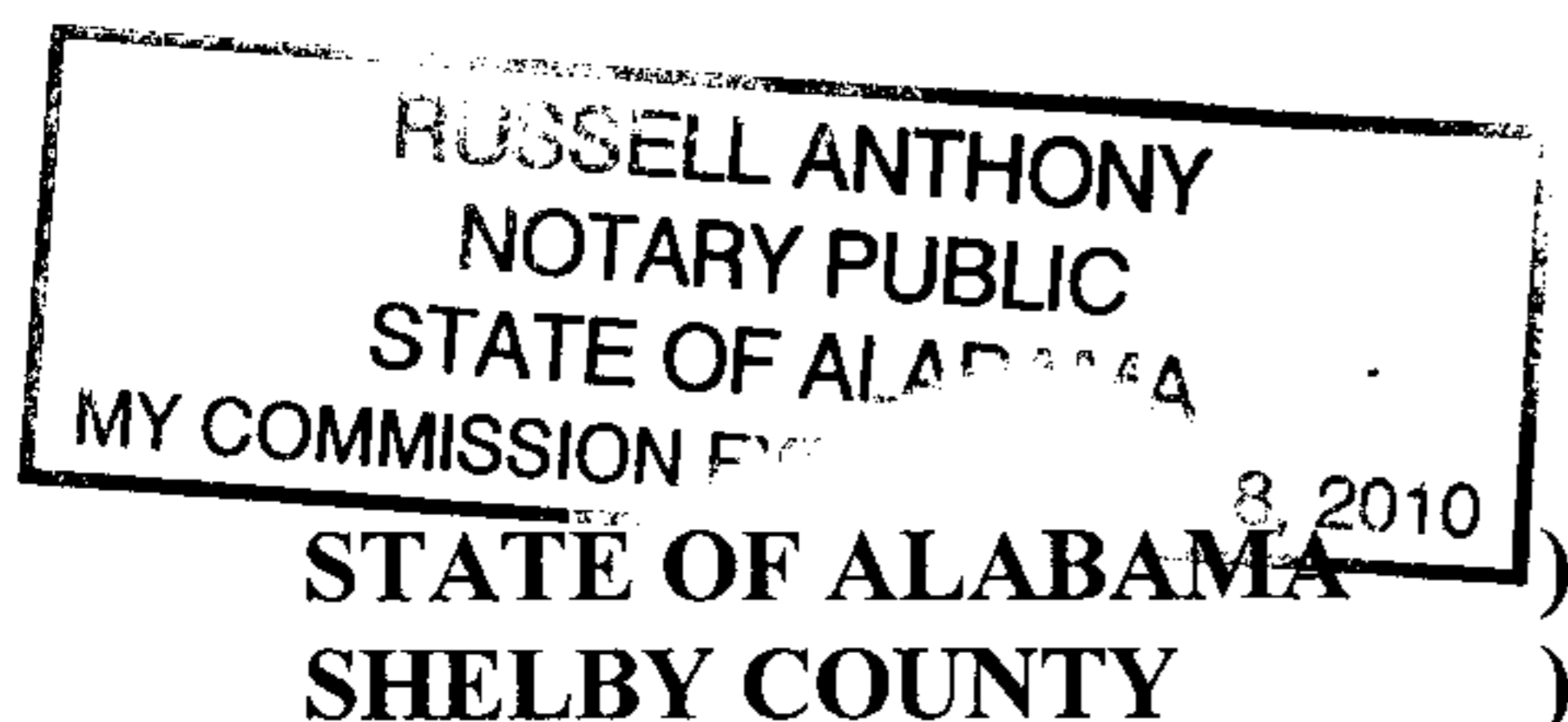




NOTARY PUBLIC
My Commission Expires: 3/8/2010

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Janice K. Duke**, 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.

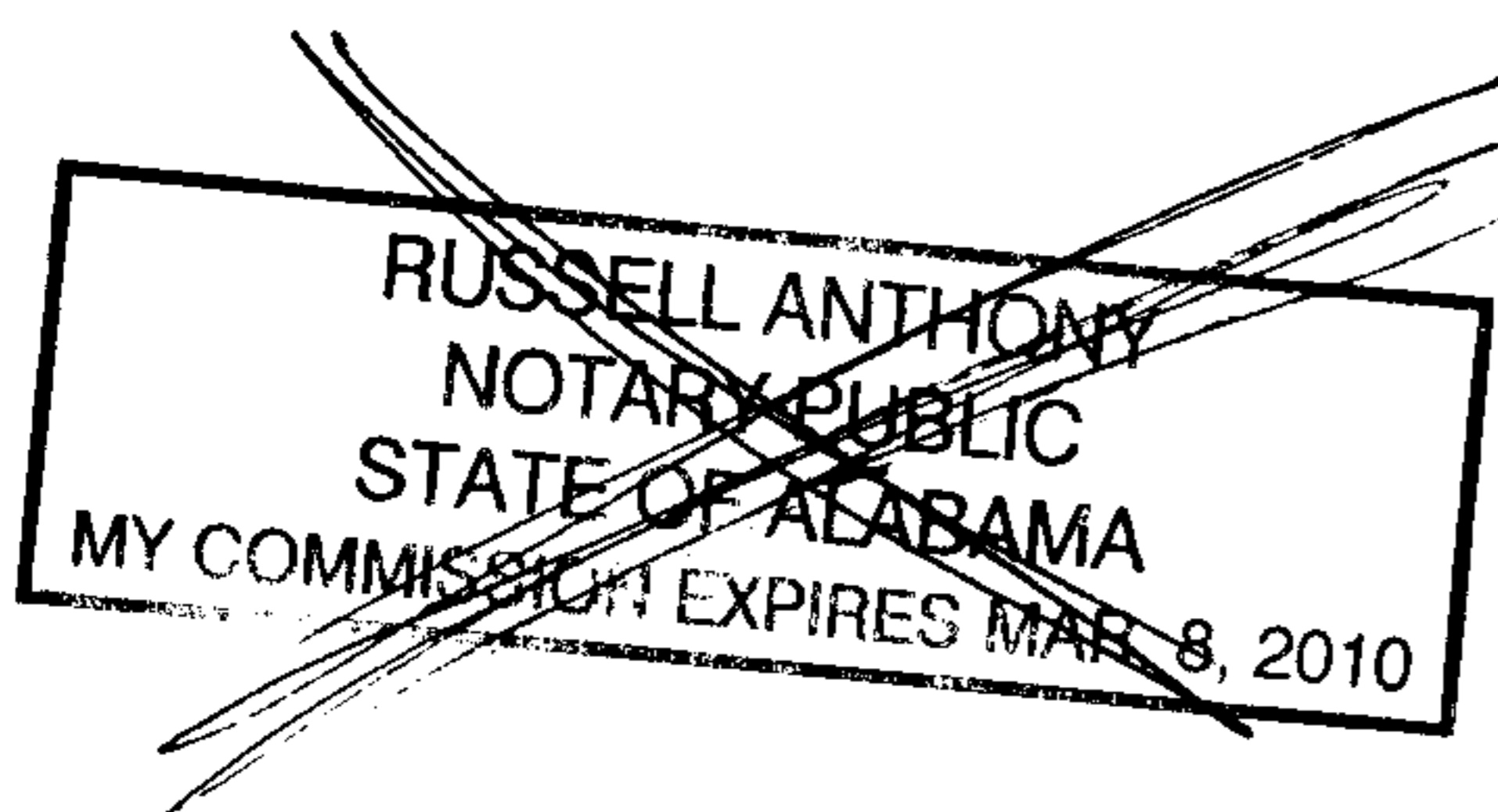
Given under my hand and official seal, this the 4 day of MARCH, 2010.




NOTARY PUBLIC
My Commission Expires: 3/8/2010

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 23rd day of August, 2010.





NOTARY PUBLIC
My Commission Expires: 5-7-2011

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

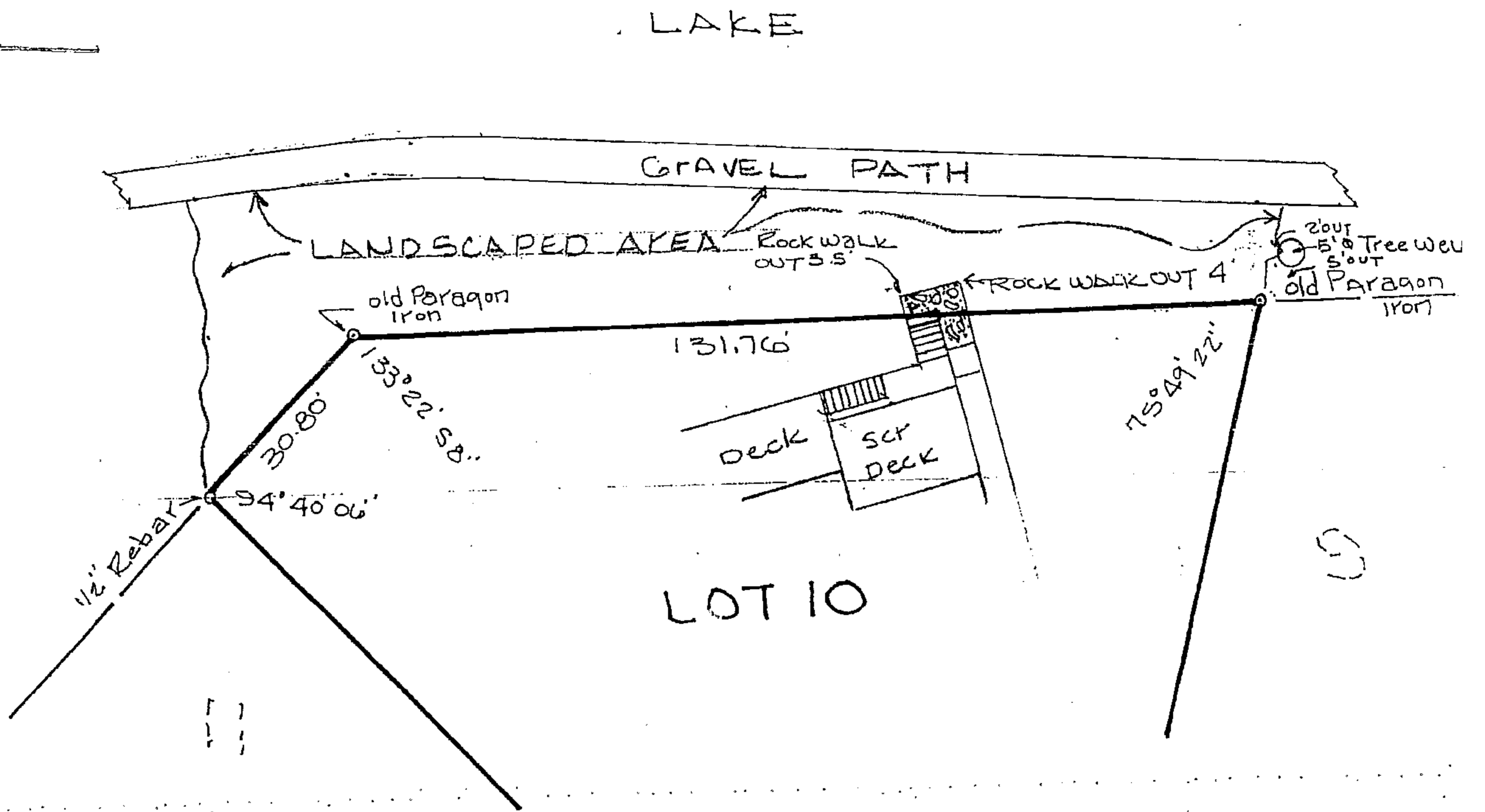
Lot 10, according to the Final Record Plat of Greystone Farms, Lake's Edge Sector, as recorded in Map Book 20, Page 10, and amended in Map Book 21, Page 79, in the Probate Office of Shelby County, Alabama.



EXHIBIT "B"

SURVEY / ENCROACHMENTS





20100901000282220 7/7 \$30.00
 Shelby Cnty Judge of Probate, AL
 09/01/2010 12:47:41 PM FILED/CERT

#5541 LAKE'S EDGE DRIVE

LOT 10

COMMON AREA ENCROACHMENTS

AMENDED FINAL RECORD PLAT OF GREYSTONE FARMS
 LAKE'S EDGE SECTOR MB 21, PG 79

DATE: March 20, 2008

SCALE: 1" = 30'

WEYGAND SURVEYORS
 169 OXMOOR ROAD
 HOMEWOOD, AL, 35209

order # 68910