


STATE OF ALABAMA
COUNTY OF SHELBY


20160701000229560 1/4 \$24.00
Shelby Cnty Judge of Probate, AL
07/01/2016 11:39:22 AM FILED/CERT

LICENSE AGREEMENT

WHEREAS, Aliaksandr G. Dasko and Olga N. Dasko (hereinafter referred to as Dasko) are the owners of that certain parcel of land located at 3409 Crossings Glen, Hoover, AL 35242, and being described as:

LOT 134, ACCORDING TO THE SURVEY OF PHASE THREE, CALDWELL CROSSINGS 2nd SECTOR, AS RECORDED IN MAP BOOK 31, PAGE 32 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. [Parcel 1], and

WHEREAS, Elijah L. White and Beverly H. White (hereinafter referred to as White) are the owners of that certain parcel of land located at 3413 Crossings Glen, Hoover, AL 35242, and being described as:

LOT 133, ACCORDING TO THE SURVEY OF PHASE THREE, CALDWELL CROSSINGS 2nd SECTOR, AS RECORDED IN MAP BOOK 31, PAGE 32 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. [Parcel 2], and

WHEREAS, Dasko has a fenced play area upon the property of White as depicted and defined by that certain survey as prepared by Laurence D. Weygand, dated January 31, 2011, and attached hereto, made a part hereof and incorporated herein for all purposes as Exhibit "A" ;

WHEREAS, White and Dasko are desirous of putting into writing the terms of their agreement for the permitted use of the fenced area defined on Exhibit "A" as follows:

NOW THEREFORE, For and in consideration of the premises and the mutual covenants contained herein, Aliaksandr G. Dasko and spouse, Olga N. Dasko and Elijah L. White and spouse, Beverly H. White do agree for themselves and their respective heirs, successors and assigns as follows:

Elijah L. White and spouse, Beverly H. White do hereby grant to Aliaksandr G. Dasko and Olga N. Dasko, their heirs, successors and assigns the permission and right to continue the use of the fenced area depicted on Exhibit "A" for its present purpose, and to maintain the area as a play area, and repair, maintain and replace the fence, but not to expand the area nor construct any improvements within the fenced area.

Aliaksandr G. Dasko and spouse, Olga N. Dasko do agree for themselves and their heirs, successors and assigns to not make any claim of ownership in and to Parcel 2, not to expand the area now under fence, maintain the fence and the fenced area in a clean and proper manner, and if a proper, legal demand is made by the Owners' Association for removal of the fence and any items located within the fenced area as being in violation of the restrictive covenants, the fence and other items located therein will be removed by Dasko, or the then owner of Parcel 1, and this license and permit will be deemed terminated.



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There is no intent of either White or Dasko to convey or create a claim of any ownership rights in and to parcel under fence, but only to confirm the permission of temporary use. Should Dasko, or the then owner of Parcel 1 fail to properly maintain the area, allow the fence to be damaged and not properly repair or replace same within thirty (30) calendar days of the event of damage this Agreement will be deemed to be terminated and the then owner of Parcel 1 shall be bound to remove the fencing and all other items located on Parcel 2, at their cost.

Should legal action have to be taken to enforce the terms of this agreement, the cost of same, including reasonable legal fees shall be borne by the party who is found to be in default.

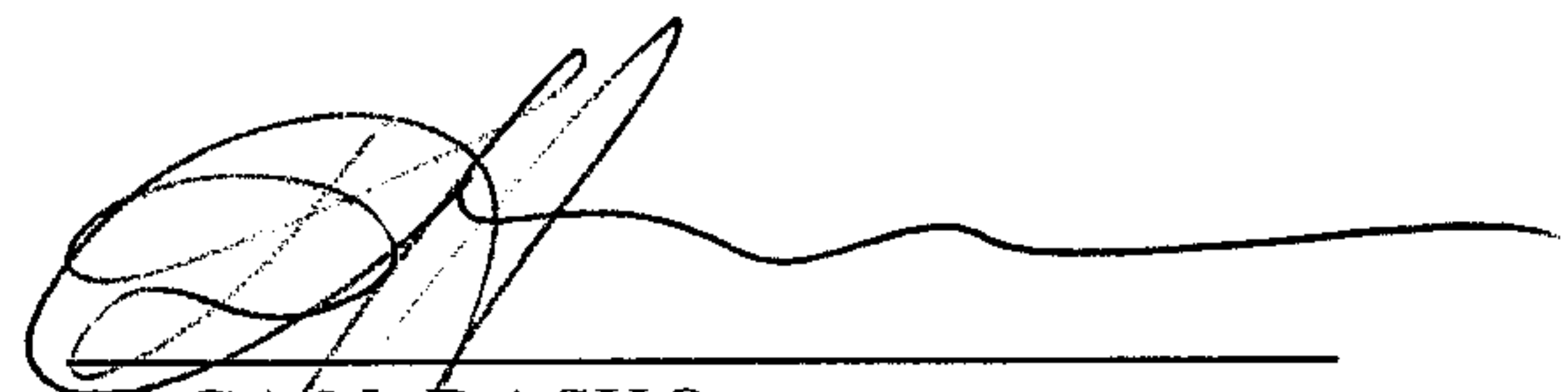
It is understood that the executed Agreement will be placed of record in the Probate Court of Shelby County, Alabama.

IN WITNESS WHEREOF, This Agreement has been executed by all parties on this the ____ day of May, 2016.


ELIJAH L. WHITE


ALIAKSANDR G. DASKO


BEVERLY N. WHITE

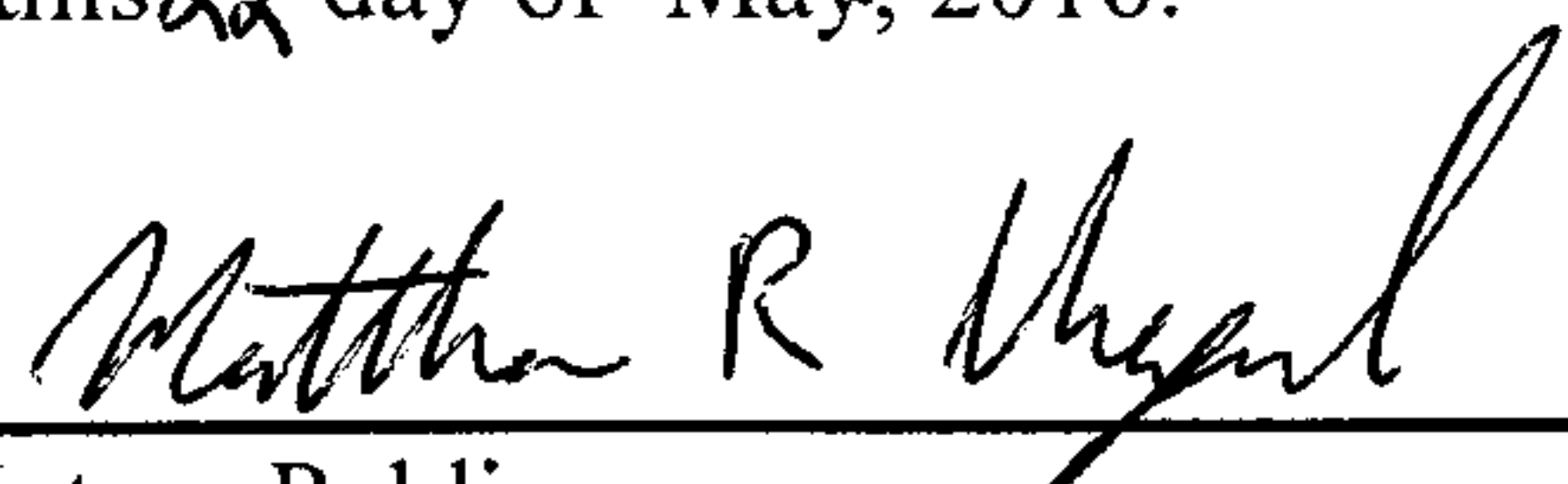

OLGA N. DASKO

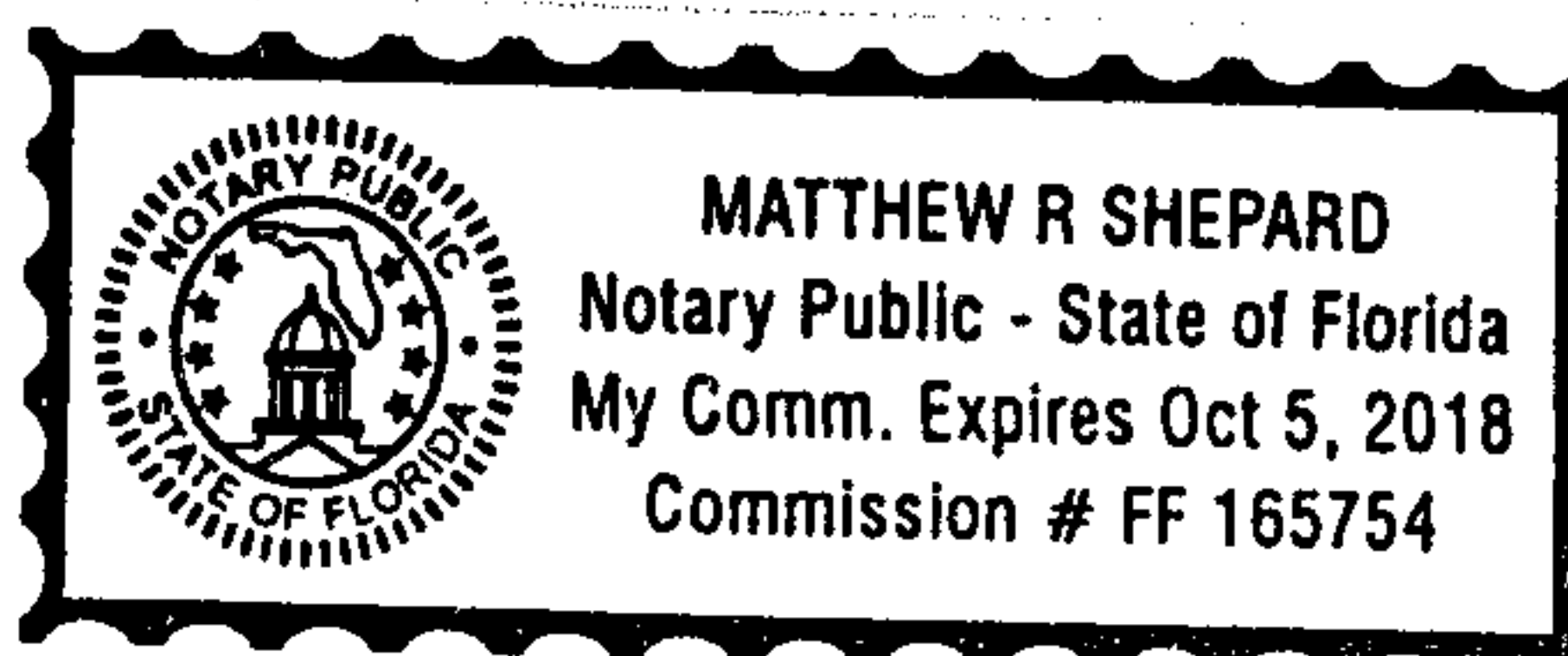
State of ~~Alabama~~ Florida
County of ~~Shelby~~ Manatee

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Aliaksandr G. Dasko and Olga N. Dasko whose names are signed to the foregoing Agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this June ~~May~~ 22 day of ~~May~~, 2016.

Alabama
State of ~~Alabama~~ Florida
County of ~~Shelby~~ Manatee
Shelby


Notary Public
Print Name Matthew R. Shepard
Commission Expires: 10-5-18

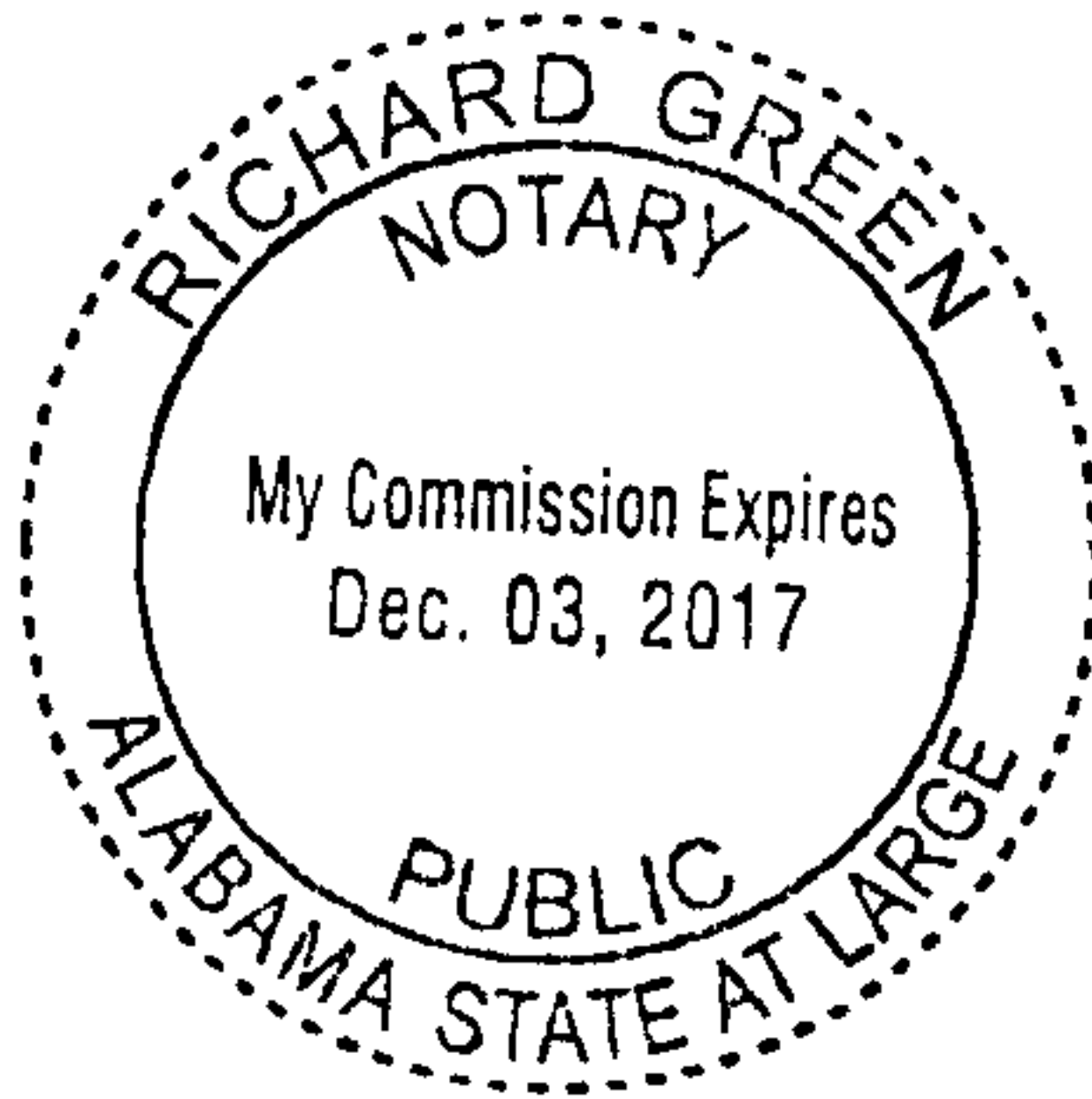




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I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Elijah L. White and Beverly H. White whose names are signed to the foregoing Agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, they executed the same voluntarily on the day the same bears date.

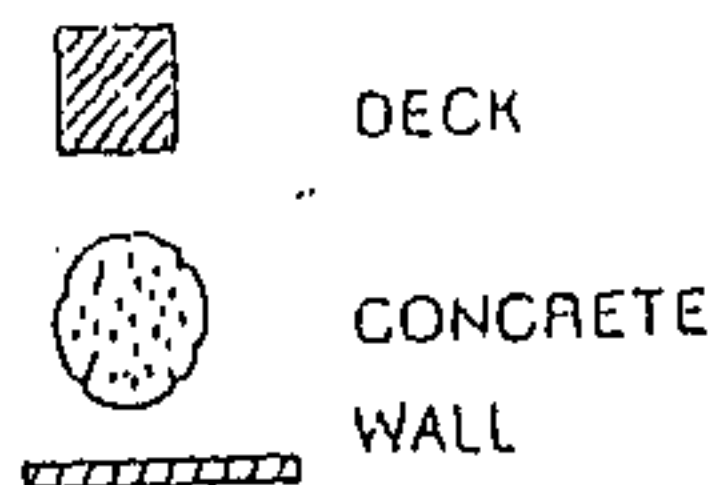
Given under my hand and official seal this 1 day of ^{July}~~May~~, 2016.



Richard Green
Notary Public
Print Name Richard Green
Commission Expires: 12-03-2017

LEGEND:

ASPH	ASPHALT
BLDG	BUILDING
CALC	CALCULATED
MEAS	MEASURED
CH	CHORD
LNG CH	LONG CHORD
d	DEFLECTION
Δ	DELTA
ESMT.	EASEMENT
HW	HEADWALL
MIN.	MINIMUM
MH	MANHOLE
OH	OVERHANG
POR	PORCH
R	RADIUS
RIQ.W.	RIGHT OF WAY
SAN	SANITARY
STM	STORM
UTIL	UTILITY
AC.	AGRES
S.F.	SQUARE FEET
Q	CENTERLINE
o	POLE
—	ANCHOR
—	FENCE
—	POWER LINE
PVMT.	PAVEMENT
WI	WITH
TAN	TANGENT
RES	RESIDENCE
o LGT	LIGHT
COV	COVERED



CALDWELL MILL ROAD

(R.O.W. VARIES)

DIRECT ACCESS TO CALDWELL
MILL ROAD DENIED

WALL IN 2.4'

WALL
IN 4.3'

"KEYGAND"
REBAR FND.

WALL IN 2.4'

WALL IN 2.4'

133

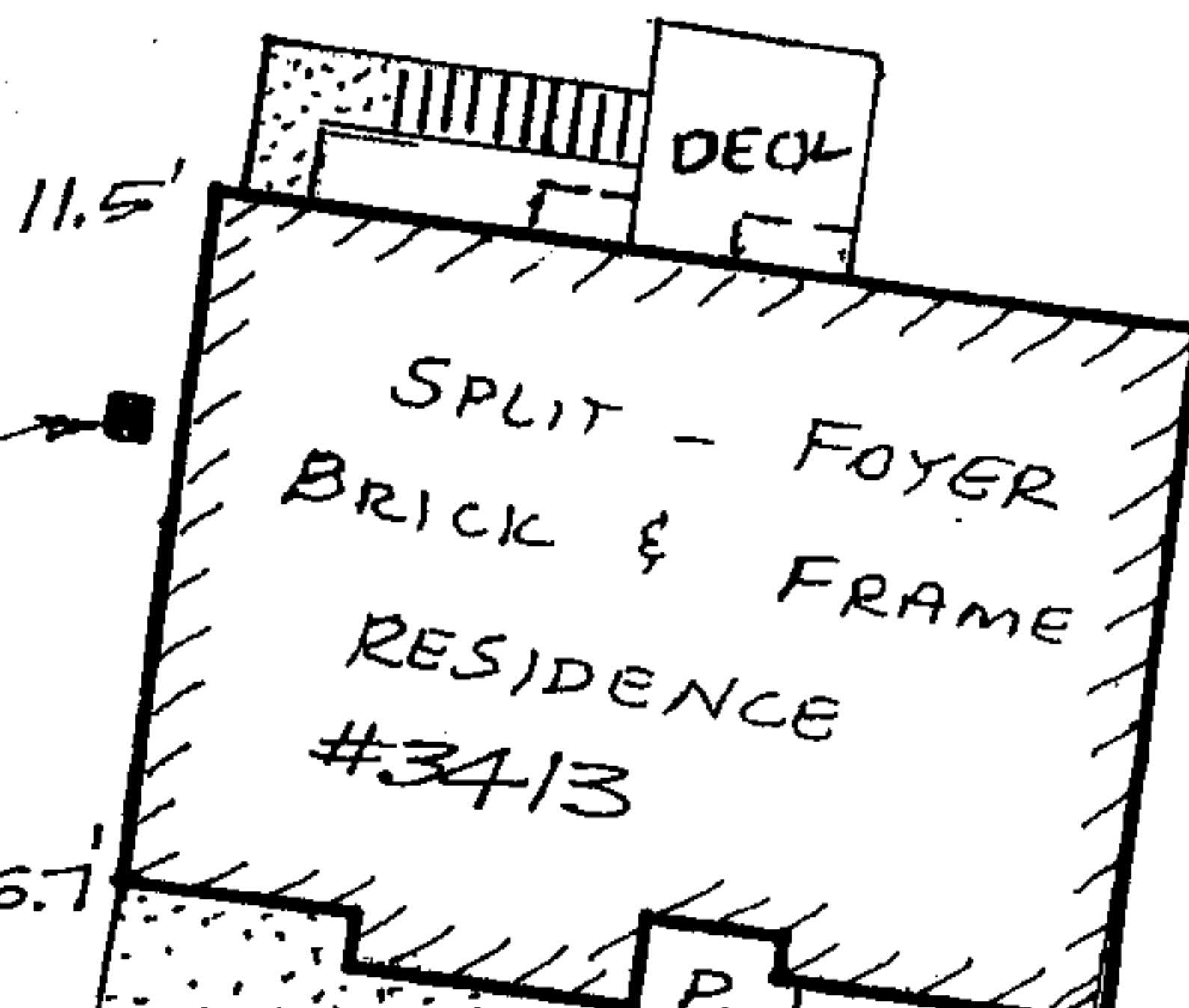


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139

132

A/C



SPLIT - FOYER
BRICK & FRAME
RESIDENCE
#3413

LIGHT
POLE

"KEYGAND"
FND. REBAR
TELE. BOX

9.0'

20.0'

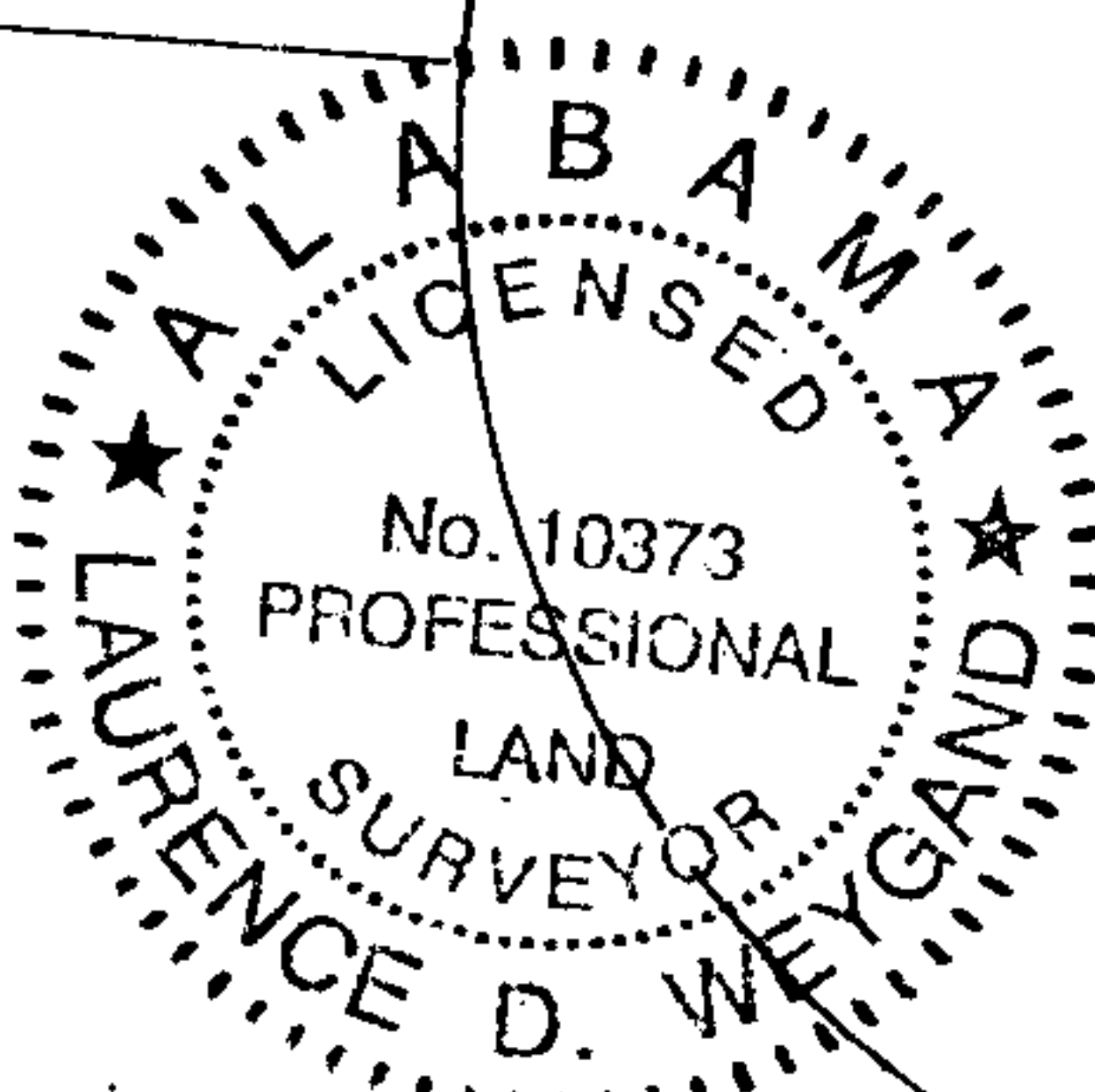
38°58'21"

134

91°44'12"

135

SCALE: 1" = 30'



CROSSINGS
GLEN

"CLOSING SURVEY"

STATE OF ALABAMA)
SHELBY COUNTY)

I, Laurence D. Weygand, a registered Engineer-Land Surveyor, or Ray Weygand, a Registered Land Surveyor, hereby certify that I have surveyed Lot 133, Block 31, PHASE THREE CALDWELL CROSSINGS 2ND SECTOR, as recorded in Map Volume 31, Page 32, in the Office of the Judge of Probate, Shelby County, Alabama; that there are no rights-of-way, easements or joint driveways over or across said land visible on the surface except as shown; that there are no electric or telephone wires (excluding wires which serve the premises only) or structures or supports therefor, including poles, anchors and guy wires, on or over said premises except as shown; that I have consulted the Federal Insurance Administration "Flood Hazard Boundary Map" and found that this property is not located in "a special flood hazard area"; that there are no encroachments on said lot except as shown and that improvements are located as shown above. I hereby state 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; according to my survey of JAN. 31, 2014. Survey invalid if not sealed in red.
Order No. 36301
Purchaser: WHITE
Address: 3413 CROSSINGS GLEN
Flood Zone: "X" Map Number: 0117C0090D

Laurence D. Weygand, Reg. P.E.-L.S. #10373
Ray Weygand, Reg. L.S. #24973
169 Oxmoor Road, Homewood, AL 35209
Phone: (205) 942-0086 Fax: (205) 942-0087
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Note: (a) No title search of the public records has been performed by this firm and land shown hereon was not abstracted for easements and/or rights-of-way, 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 and/or city. (b) All bearings and/or angles, are dead/record map and actual unless otherwise noted. (c) Underground portions of foundations, footings, and/or other underground structures were not located unless otherwise noted. We do not look for underground sewers or flip manhole covers. (d) The shown north arrow is based on deed/record map.