

1788
IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

CLIFTON JONES and wife,
EVA LEE JONES,

PLAINTIFFS

CASE NO. CU-87-391

VS.

EDITH L. CARLISLE, CANDY
SETZER and BILL SETZER,

DEFENDANTS

SETTLEMENT AGREEMENT

This agreement is by and between Clifton Jones and wife, Eva Lee Jones, hereinafter referred to as Plaintiffs, and Edith L. Carlisle, Candy Setzer, and Bill Setzer, hereinafter referred to as Defendants.

WHEREAS, Plaintiffs did, on May 20, 1987, grant Defendant Edith L. Carlisle and her minor granddaughter, Brandy Darlene Coker, a non-exclusive easement for a roadway of a uniform width of 20 feet, which easement is recorded in Real Book 141 at page 328 in the Probate Office of Shelby County, Alabama, and a copy of which easement is attached hereto as Exhibit A; and

WHEREAS, Plaintiffs instituted the above-entitled action against Defendants to obtain a declaratory judgment that they may maintain gates where Defendants' roadway enters and leaves Plaintiffs' property; and

WHEREAS, a bona fide dispute exists between the parties concerning the rights and responsibilities of the parties, and because of such dispute the parties desire to settle all claims and clarify the rights and responsibilities that the parties may have regarding this easement; and

WHEREAS, the parties intend that the full terms and conditions of the settlement be set forth in this settlement agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, including the recitals set forth above, the parties agree as follows:

FILED IN OFFICE THIS THE _____ DAY
OF DEC 29 1987, 19____

Kyle Lunsford

Circuit Clerk and Register

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W. S. N. J.

1. This Settlement Agreement, and the provisions hereof, shall be binding upon the parties hereto and are intended to supplement and define said roadway easement which is recorded in Real Book 141 at page 328, office of Judge of Probate of Shelby County, Alabama, and the provisions thereof, and the provisions herein contained shall be binding upon the heirs, assigns, and successors in title of the grantors and of the grantees as designated in said roadway easement.

2. The gates presently maintained by plaintiffs shall be removed or relocated as described hereafter, and fencing shall be installed along North edge of the easement so that the entire length of the easement shall remain open and unobstructed, except as provided herein, but at the same time plaintiff shall be able to maintain livestock on their pasture.

A. No gates, locked or unlocked, or other structures or obstructions of any kind, temporary or permanent, shall be placed or maintained across the easement without the written consent of defendants and plaintiffs, except that the plaintiffs may temporarily close, block, or otherwise barricade said easement while transferring livestock from one pasture to another across said easement, for periods of time not to exceed 30 minutes, and plaintiffs agree that, after each such movement of livestock, they will immediately remove all obstructions which they have used in such temporary obstruction.

B. The gates now existing at the East end of the easement, i.e., at County Road 405 shall be removed, and the gates at the opposite West end shall remain in place - but shall become a part of the existing fence along the South edge of the easement and a part of the new fence which will be constructed along the North edge of the easement; said gates at the West end of the easement shall be used to barricade the easement only as provided in paragraph No. A above.

C. A fence will be installed along the North edge of said easement, running parallel with the existing fence on

the South edge of said easement, and the plaintiffs may install gates in said fences, which will remain closed except when plaintiffs are transferring their livestock across said easement, and at such times, said gates may be opened so as to temporarily close, block, or otherwise barricade said easement for periods of time not to exceed 30 minutes as provided above in paragraph No. A.

D. Defendants shall supply fencing for installation along the North edge of the easement not to exceed two 330-foot rolls of 47-inch fencing and fifty 2-inch or 3-inch field posts, six feet high (which shall be used in addition to the existing fencing and posts). Plaintiffs may keep any wire and posts remaining after the installation of such fence. The defendants agree to furnish said materials to plaintiffs within two weeks from date, and the plaintiffs agree to install the fence along the North edge of the easements within two weeks from the time when they receive said materials. The presently existing gates may remain in place until the fence along the North edge of the easement is completed.

3. The plaintiffs will not intentionally do any acts which will obstruct the easement of the defendants, except as provided above in paragraph A, and the defendants will not intentionally do any acts which will damage or injure the plaintiffs' fences, adjoining property, or livestock, and if the plaintiffs intentionally violate this agreement, the defendants have the option of declaring this Settlement Agreement, and all provisions thereof, null and void, and if the defendants intentionally violate this agreement, the plaintiffs have the option of declaring this Settlement Agreement, and all provisions thereof, null and void.

4. The parties shall be responsible for their own attorney's fees and expenses.

5. The plaintiffs agree to request that the pending criminal cases against the defendants and W. A. Carlisle, Sr. based on warrants sworn out by the plaintiffs will be dismissed, with any

applicable court costs taxed to the defendants, and the defendants agree to execute release documents releasing the plaintiffs from all possible liability in connection with said pending criminal cases.

6. The parties agree to cooperate with each other as neighbors; if the plaintiffs' livestock should get out and enter the property of the defendants, the defendants agree to contact the plaintiffs and give them an opportunity to move their livestock and to pay for any damages done by said livestock before obtaining warrants or instigating other legal proceedings.

7. Each of the parties and all those in privity with them, releases, and forever discharges the others and all those in privity with them of and from any and all claims, demands, damages, actions, causes of actions, or suits in equity, of whatever kind or nature, and whether accruing now or in the future, or whether now known or unknown to the parties, for or because of any matter or thing done, omitted, or suffered by any of such parties prior to and including the date hereof and in any way directly or indirectly rising out of the occurrences described in the complaint, and the parties hereto agree that they will direct their attorneys to cooperate in requesting the Court to enter an appropriate consent settlement order or in otherwise dismissing the above styled cause.

8. It is understood and agreed that this settlement agreement contains the entire agreement between the parties and supersedes any and all prior agreements or understandings between the parties relating to the same subject matter.

8. It is understood and agreed that the parties cannot orally modify or terminate this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the 29th day of December, 1987.

[Signature]
Attorney, as witness
[Signature]
Attorney, as witness

[Signature]
Clifton Jones - Plaintiff
[Signature]
Eva Lee Jones - Plaintiff

William R. Justice
Attorney, as witness

William R. Justice
Attorney, as witness

William R. Justice
Attorney, as witness

Edith L. Carlisle
Edith L. Carlisle - Defendant

Candy Setzer
Candy Setzer - Defendant

Bill F. Setzer
Bill Setzer - Defendant

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Clifton Jones and wife, Eva Lee Jones, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 29th day of December, 1987.

[Signature]
Notary Public

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STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Edith L. Carlisle, Candy Setzer, and Bill Setzer, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 29th day of December, 1987.

William R. Justice
Notary Public

1231

Exhibit "A"

STATE OF ALABAMA
SHELBY COUNTY

ROADWAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that in consideration of other valuable consideration and One and No/100 (\$1.00) Dollars to the undersigned Clifton Jones and wife, Eva Lee Jones (hereinafter referred to as "grantors") in hand paid by Edith L. Carlisle and Brandy Darlene Coker (hereinafter referred to as "grantees"), the receipt whereof is acknowledged, we, the said grantors, do hereby grant, bargain, sell and convey unto said grantees, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, a non-exclusive easement for a roadway of a uniform width of 20 feet, over and across the following described parcel, situated in Shelby County, Alabama, viz:

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Commence at the Northwest corner of the SW 1/4 of the NE 1/4 of Section 1, Township 24 North, Range 15 East, and run thence South along the West line of said 1/4 1/4 Section a distance of 167.00 feet to the point of beginning; thence continue South along the West line of said 1/4 1/4 Section a distance of 20.00 feet; thence turn an angle of 95 deg. 18' to the left and run a distance of 588.92 feet to a point on the West right of way of Shelby County Highway No. 405; thence run Northeasterly along the West right of way line of said highway 20 feet plus to a point which is 20.00 feet North of an extension of the South line of the parcel herein conveyed; thence run West a distance of 588.92 feet plus to the point of beginning.

The easement herein granted is to provide ingress and egress to and from the parcel heretofore conveyed to the grantees, as shown by deed recorded in Deed Book 307 at page 955, office of Judge of Probate of Shelby County, Alabama, and Shelby County Highway 405, and shall be a permanent easement, running with the land.

The easement herein granted passes over and across the property of the grantors, as shown by deed recorded in Book 025 at page 589 in said Probate Office and shall be a non-exclusive private easement, it being the intention of the grantors and grantees that any road or utility improvement made, constructed, or maintained over and across the easement herein granted shall be for the mutual benefit of the grantors, and their successors in title to their property as described in Book 025 at page 589, and for the grantees, and their successors in title, as to the property described in Deed Book 307 at page 955, office of Judge of Probate of Shelby County, Alabama.

TO HAVE AND TO HOLD, to the said grantees, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion, and subject to the rights reserved by the grantors, as designated above herein.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 20th day of May, 1987.

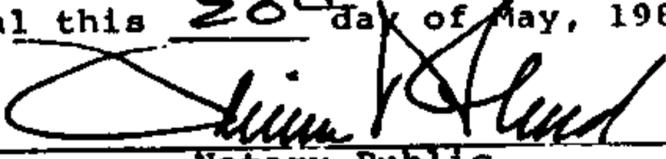
Clifton Jones
Clifton Jones
Eva Lee Jones
Eva Lee Jones

✓
Edith L. Carlisle
Rt. 1 Box 934

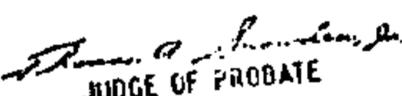
STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Clifton Jones and wife, Eva Lee Jones, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 20th day of May, 1987.

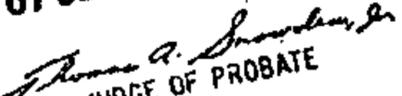

Notary Public

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1987 JUL 21 AM 9:06

JUDGE OF PROBATE

1. Deed Tax	\$ <u>50</u>
2. Mlg. Tax	<u> </u>
3. Recording Fee	<u>500</u>
4. Indexing Fee	<u>1⁰⁰</u>
TOTAL	<u>650</u>

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
87 DEC 29 PM 3:55

JUDGE OF PROBATE

RECORDING FEES
Recording Fee \$17⁵⁰
Index Fee 2⁰⁰
TOTAL 19⁵⁰