

ED PIPER
1356 Klein Rd.
Harpersville, AL.
35079

STATE OF ALABAMA)
SHELBY COUNTY)

SETTLEMENT AGREEMENT

This Agreement is made and entered into this the 18th day of February, 1991, by and between Lennis W. Caudill (Caudill) and Jan Piper and Ed Piper (collectively Piper).

WHEREAS, on or about the 27th day of December, 1991, Caudill commenced a civil action in the Circuit Court of Shelby County, Alabama styled Lennis Caudill v. Ed Piper and Jan Hamby Piper, Civil Action Number CV 91-879-NJ; and

WHEREAS, the parties, through negotiations, have agreed to settle all contentions and differences giving rise to the aforesaid civil action.

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration in hand paid by each party, and the mutual promises and covenants contained herein, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The metal gate, presently in existence at the point designated "A" on the map attached hereto as Exhibit A shall remain in place should Piper desire to keep said gate at this location. The responsibility for maintenance, repair and upkeep of said gate shall be the responsibility of Piper.

2. Piper shall be permitted to erect, construct and maintain a fence along the northeast boundary of Caudill's property south of the gate referred to in paragraph one hereof. Any fence

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constructed, erected or maintained by Piper north or northeast of said gate shall be erected on the northeast boundary of the roadway known as Chancellor's Ferry Road which leads from Shelby County Highway No. 76 to the Piper residence, so as to not impair or impede vehicular and pedestrian ingress and egress to Caudill's property.

3. Neither Caudill nor Piper has any evidence or will henceforth make any contention in any litigation between them or any other party that the road known as Chancellor's Ferry Road, extending from Shelby County Highway 76 to the Piper residence is a public road by dedication, statutory, common law, or otherwise.

4. Caudill shall not permit more than six persons upon his property at any given time for hunting purposes except in the event Caudill is present, eight persons shall be permitted to hunt upon the property owned by Caudill.

5. Caudill will not issue any party permit to any person which would permit more than the number of hunters referred to in the preceding paragraph on Caudill's property at any given time. For purposes of this paragraph a "party permit" shall mean a permit issued to one or more persons under and pursuant to which the permittees may allow other persons to go upon the property with them for hunting purposes.

6. Neither party shall permit any type of hunting with dogs on their respective properties except that the parties may use dogs for the hunting of any type of fowl (except turkeys), and retrievers shall be likewise permitted. The parties shall be

permitted to hunt rabbits at any time allowed under the law of the State of Alabama with rabbit dogs, however, no more than two rabbit dogs shall be permitted upon the parties' respective properties and only in the presence of Caudill or one of the Pipers on their respective properties.

7. The provisions of this Agreement relating to the number of persons who may hunt upon the property of Caudill shall not apply to any dove hunting conducted on the open field near the swamp on the western portion of Caudill's property.

8. Caudill agrees to contribute the lesser of twenty-five percent or \$250.00 in any given calendar year for the actual costs and expenses for upkeep, maintenance, repair and restoration of Chancellor's Ferry Road extending from Shelby County Highway 76 to the gate referred to in paragraph one hereof, provided Piper gives Caudill notice of any intended work at least ten days prior to such work being done on Chancellor's Ferry Road and Piper further agrees to deliver, upon request by Caudill, copies of all invoices or other evidence of costs and expenses therefor.

9. Caudill will use his best efforts to prevent any person hunting upon his land from trespassing upon land owned by the Pipers for the purpose of retrieving any dog, however, it is agreed that Caudill may go upon the land of Piper for the retrieval of any such dog.

10. Caudill agrees to pay to the Pipers the sum of \$125.00 toward the attorney's fees and expenses incurred by the Pipers in

connection with the civil action referred to above which shall be dismissed by stipulation.

11. This Agreement is a compromise settlement agreement and shall not be construed as evidence of or an admission of liability on the part of any party for any matter complained of or alleged in the Complaint.

12. This Agreement is made and entered into under and pursuant to the laws of the State of Alabama and shall be construed in accordance therewith.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year written first above.

Frank Lee Langford
Witness

Lennis Caudill
Lennis W. Caudill

Ronna M. Dzudiker
Witness

Ed Piper
Ed Piper

Ronna M. Dzudiker
Witness

Jan Hamby Piper
Jan Hamby Piper

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SHELBY COUNTY JUDGE OF PROBATE
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