

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

R. DALE PETERSON, an adult
individual, and M. KATHY PETERSON,
an adult individual,

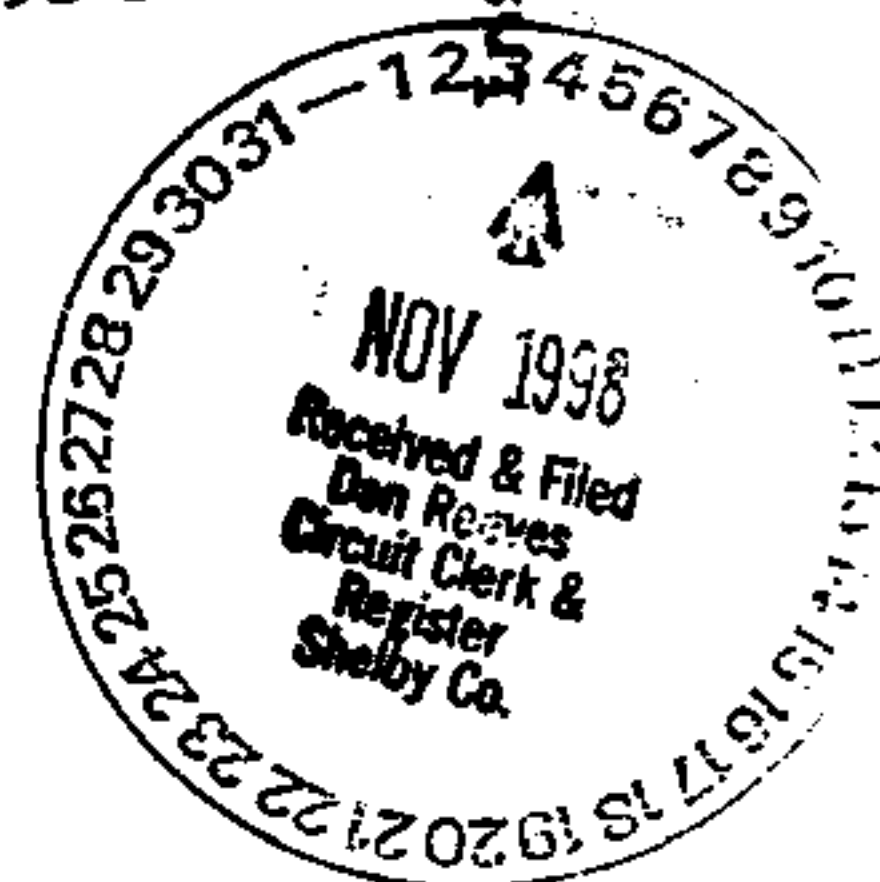
Plaintiffs,

v.

JAMES L. LUCAS, an adult individual,
and MARY DELANEY LUCAS, an adult
individual,

Defendants.

Civil Action Number: CV-95-533



CONSENT DECREE

THIS MATTER came for hearing before the Court on Friday, October 23, 1998.

The parties and their counsel were present in Court. After announcing ready for trial, the parties and their counsel entered into settlement negotiations which culminated in the execution of a Settlement Agreement (attached hereto as Exhibit "A") which was duly executed by the parties. Based upon the Settlement Agreement and the consent of the parties, it is hereby Ordered, Adjudged and Decreed as follows:

1. Defendants shall immediately execute a Statutory Warranty Deed whereby they convey to the Plaintiffs the following described property:

Part of the Southwest Quarter of Section 14, Township 19 South, Range 2 West, Shelby County Alabama more particularly described as follows: Commence at the Southwest corner of the Northeast Quarter of the Southwest Quarter of Section 14, Township 19 South Range 2 West, and run North along the West line of same 224.55

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feet to the point of beginning of herein described parcel; thence continuing along last described course 127.38 feet; thence right 98 deg. 18 min. and run Southeasterly 1065.0 feet thence right 81 deg. 42 min. and run Southeasterly 726.74 feet to a point on the Northwestern right of way of Shelby County Road #14; thence right 60 deg. 32 min. and run Southwesterly along said right of way 85.81 feet; thence right 72 deg. 41 min. and run Northwesternly 1091.17 feet; thence left 90 deg. and run Southwesterly 425.01 feet; thence right 90 deg. and run Northwesternly 196.86 feet; thence right 87 deg. 51 min. and run Northeasterly 330.74 feet; thence right 87 deg. 14 min. 30 sec. and run Southeasterly 42.44 feet to the point of beginning; being situated in Shelby County, Alabama.

Subject to existing easements, restrictions, set-back lines, rights of way, limitations, if any, of record.

The aforesaid conveyance from the Defendants to the Plaintiffs will exclude the following described parcel, the title to which shall remain in the Defendants and which said parcel contains approximately 2.7655 acres:

Commence at the SW corner of NE 1/4 of SW 1/4, Section 14, Township 19 South, Range 2 West, and run North along the West Boundary of said 1/4 - 1/4 section 351.93 feet; thence 98° 18' right and run in a Southeasterly direction for 913.56 feet to the point of beginning of the parcel herein described thence continue Southeasterly along same course for 151.44 feet; thence 81° 43' 49" right and run Southerly for 148.34 feet; thence 43° 25' 54" right and run Southwesterly for 464.77 feet; thence 89° 33' right and run Northwesternly for 233.32 feet; thence 91° 19' right and run Northeasterly for 487.31 feet to the point of beginning; said parcel containing 2.7655 acres, more or less.

2. The Plaintiffs shall grant to the Defendants a permanent easement for ingress and egress to the property being retained by them. The said roadway easement will run from Cahaba Valley Trace along the route as shown on the attached Exhibit "B" hereto. The Plaintiffs will construct or cause to be constructed a driveway through the said easement which shall run from Cahaba Valley Trace to the paved apron at the basement/garage at the home of the

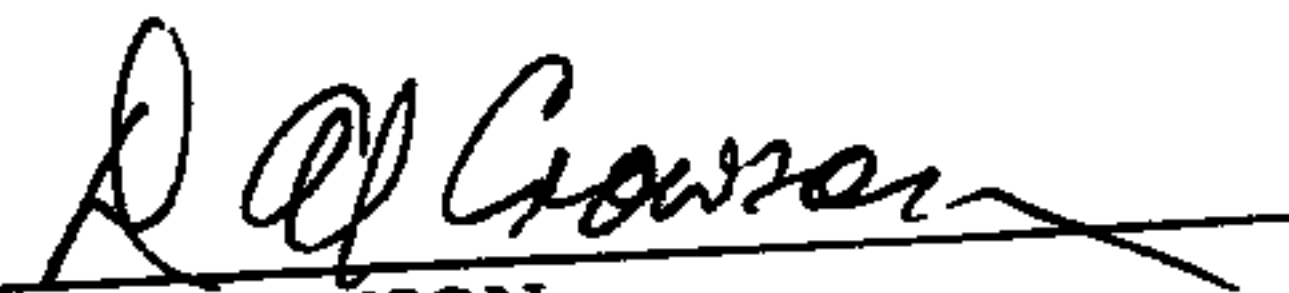
Defendants. The said driveway shall basically be constructed in accordance with the drawings and specifications previously prepared by Dunn Construction Company and which are attached to this Order as Exhibits "B" and "C." The parties shall each pay one-half (1/2) of the cost of the said driveway up to an aggregate cost of Fifty Thousand and No/100 Dollars (\$50,000.00). Any costs over the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) shall be borne by the Plaintiffs. The Plaintiffs and Defendants shall each deposit with their counsel of record the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) which said sum shall be held in escrow by the said counsel and shall be drawn upon by the Plaintiffs or the Plaintiffs' contractors for the actual expenses incurred in the construction of the said driveway. It is Ordered that the Defendants will not interfere with the Plaintiffs and/or their contractors as concerns the construction of the said driveway.

3. If at any time the Defendants desire to sell the property retained by them under the provisions of Paragraph 1 herein above, they shall provide the Plaintiffs with the first right of refusal of any bona fide offers that may be received for the purchase of the said property and improvements. To effectuate this provision, a copy of this Consent Decree shall be filed by the parties on the Probate Records applicable to the property held by the Defendants. In the event that the Defendants sell the said property to a third party, the Plaintiffs will receive from the sales proceeds the sum of Twenty Thousand and No/100 Dollars (\$20,000.00) per acre of the approximate 2.7655 acres. If the Plaintiffs elect to purchase the property, they will be given a credit by the Defendants in the amount of Twenty Thousand and No/100 Dollars (\$20,000.00) per acre (the property retained by the Defendants contains approximately 2.7655 acres).

4. The Defendants are hereby Ordered to maintain provisions in their Wills whereby the aforesaid property retained by them will be devised to the Plaintiffs if that property is owned by them at the time of their deaths. The Court notes that the Defendants executed Codicils in 1988 which comply with this Order and any subsequent Wills or Codicils shall contain similar provisions.

5. The Court shall retain continuing jurisdiction over the matters contained in this Consent Decree. Costs of Court are hereby taxed as paid.

DONE AND ORDERED THIS THE 2nd DAY OF November, 1998.


D. AL CROWSON
CIRCUIT JUDGE

Outline of Settlement

10/23/98

1. h.s. to deed 9+ acres to P₃.

2. If h.s. desire to sell, P₂ have right of first refusal on bona fide offer.

3. If h.s. sell the h. property, P₂ receive \$20,000.00 per acre of sales price or same credit on their purchase.

* and construct driveway
see attached Exhibit A.
4. P₂ to give h.s. easement for driveway* per survey plan. Parties to each pay 1/2 driveway price up to \$50,000.00. P₂ will pay costs ~~up to~~ ^{over} \$50,000.00. To insure payment, each side deposit \$25,000.00 with their counsel of record.

5. h.s. to keep in force at all times provisions ^{in their will & during h.} disposing h. property to P₃.

6. Court costs taxed as paid.

EXHIBIT

A

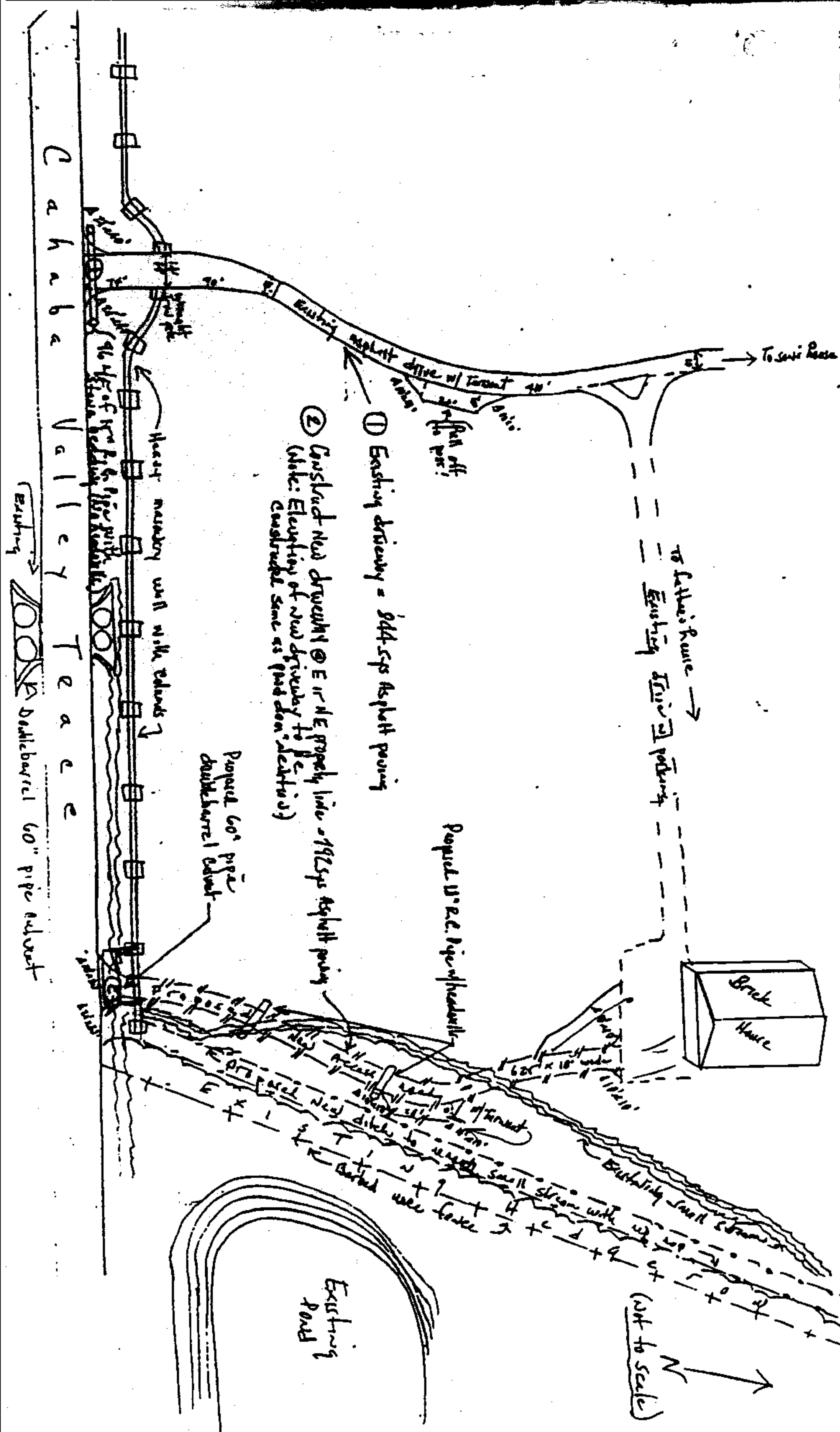
[Signature]

Mary Delaney Lucas
James L. Lucas

M. Gath Petersen
by: Pull

From: Duvo Construction Co., Inc. by: George D. Franklin-Plum # 592-586 Ext. 205

EXHIBIT



DUNN CONSTRUCTION COMPANY, INC.
P. O. DRAWER 11967
BIRMINGHAM, AL 35202
PHONE: (205) 592-3866

TO: MR. & MRS. R. DALE PETERSON
5000 CAHABA VALLEY TRACE
BIRMINGHAM, AL 35242

FROM: GEORGE D. FRANKLIN
VICE PRESIDENT
EXT. 205

SCHEDULE A

JOB: PROPOSED DRIVEWAY LOCATED @ 5010 CAHABA VALLEY TRACE
AS PER ATTACHED ROUGH DRAWING = 844 SQUARE YARDS.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SCHEDULED TOTAL
D)	PRICE TO CONSTRUCT THIS DRIVEWAY IN 1987 DOLLARS:				
1.	CLEARING & GRUBBING	1.00	L/S	\$3,000.00	\$3,000.00
2.	INSTALL SILT FENCE	200.000	L/F	\$4.80	\$960.00
3.	HAY BALES - STAKED IN PLACE	25.00	EACH	\$4.80	\$120.00
4.	STABILIZATION FABRIC ORDER FILL	1500.000	SYS	\$1.20	\$1,800.00
5.	BORROW FILL IN PLACE	2854.00	CYS	\$6.00	\$17,124.00
6.	LAY 18" R.C. STORM SEWER PIPE	64.00	L/F	\$21.60	\$1,382.40
7.	BUILD 18" CONC. PIPE HEADWALLS	4.00	EACH	\$480.00	\$1,920.00
8.	BUILD DOUBLE 60" C.M. PIPE CULVERT WITH SLOPE PAVED HEADWALLS	1.00	L/S	\$11,640.00	\$11,640.00
9.	RELOCATE EXISTING DRAINAGE DITCH	1.00	L/S	\$1,800.00	\$1,800.00
10.	SPREAD TOPSOIL, SEED & MULCH DISTURBED AREAS	1.00	L/S	\$3,000.00	\$3,000.00
11.	LAY AVERAGE 6" STONE BASE	844.00	SYS	\$7.57	\$6,389.08
12.	LAY AVERAGE 2" ASPHALT PAVING (1 COURSE)	844.00	SYS	\$6.10	\$5,148.40
13.	ENGINEERING LAYOUT	1.00	L/S	\$1,000.00	\$1,000.00
	APPROXIMATE TOTAL JOB IN 1987 DOLLARS				\$55,283.88
II)	PRICE TO CONSTRUCT THIS DRIVEWAY IN 1997 DOLLARS				
1.	CLEARING & GRUBBING	1.00	L/S	\$6,600.00	\$6,600.00
2.	INSTALL SILT FENCE	200.000	L/F	\$6.00	\$1,200.00
3.	HAY BALES - STAKED IN PLACE	25.00	EACH	\$6.00	\$150.00
4.	STABILIZATION FABRIC ORDER FILL	1500.000	SYS	\$1.80	\$2,700.00
5.	BORROW FILL IN PLACE	2854.00	CYS	\$9.00	\$25,686.00
6.	LAY 18" R.C. STORM SEWER PIPE	64.00	L/F	\$30.00	\$1,920.00
7.	BUILD 18" CONC. PIPE HEADWALLS	4.00	EACH	\$540.00	\$2,160.00
8.	BUILD DOUBLE 60" C.M. PIPE CULVERT WITH SLOPE PAVED HEADWALLS	1.00	L/S	\$15,000.00	\$15,000.00
9.	RELOCATE EXISTING DRAINAGE DITCH	1.00	L/S	\$3,000.00	\$3,000.00
10.	SPREAD TOPSOIL, SEED & MULCH DISTURBED AREAS	1.00	L/S	\$4,740.00	\$4,740.00
11.	LAY AVERAGE 6" STONE BASE	844.00	SYS	\$8.18	\$6,903.92
12.	LAY AVERAGE 2" ASPHALT PAVING (1 COURSE)	844.00	SYS	\$7.30	\$6,161.20
13.	ENGINEERING LAYOUT	1.00	L/S	\$1,250.00	\$1,250.00
	APPROXIMATE TOTAL JOB IN 1997 DOLLARS				\$77,471.12

NOTES:

- OUR PRICE EXCLUDES THE RELOCATION AND/OR MODIFICATION OF EXISTING UTILITIES AS THEY WOULD BE UNKNOWN TO US AT THE TIME OF THIS PROPOSAL.
- ALSO, EXCLUDED ARE ANY BONDS, PERMITS OR GOVERNMENTAL INSPECTION OR APPROVAL.

02/09/1999-05544
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EXHIBIT C

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