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Shelby Cnty Judge of Probate, AL
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IN THE PROBATE COURT OF SHELBY COUNTY, ALABAMA

NOTICE OF EASEMENT

WHEREAS, pursuant to a Settlement Agreement reached in the Circuit Court of Shelby County, Alabama, *L. J. White Investments, LLC vs. Bowling Billie Jean, Bowling Richard E. Jr., Bowling Debra C., Waypoint Stonecrest Owner, LLC, et al.*, Civil Action No. CV-2019-900894, an easement exists as shown on the attached Exhibit A to the attached Settlement Agreement and Release. Said easement exists on the property with the warranty deed described in paragraph 2 to provide access to the property titled in the name of L. J. White Investments, LLC, described in paragraph 1.

There has always been a 15-foot easement across the property described in paragraph 2, but such easement was not specifically located.

WHEREFORE, the undersigned files this to set out the easement along the western most boundary of the property described in paragraph 2.

Mark S. Boardman (ASB-8572-B65M)
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SETTLEMENT AGREEMENT AND RELEASE

WHEREAS, L.J. White Investments, LLC (hereinafter "White"), filed suit against Billie Jean Bowling, Richard E. Bowling, Jr. And Debra C. Bowling (hereinafter "Bowling"), and others, in the Circuit Court of Shelby County, Alabama, Case Number ~~SM~~⁹-CV-2018-900894 which is currently pending, and,

WHEREAS, White and Bowling have reached an agreement in resolution of the claims against Bowling in the lawsuit.

NOW, THEREFORE, in full and final settlement of the claims raised in the lawsuit, the parties agree as follows:

1. White owns the property labled on the attached survey (Exhibit A) as "Subject Property, L.J. White Investments, LLC."
2. Bowling owns the property labeled on Exhibit A as "Billie Jean & Richard E Jr. & Deb Bowling", more specifically described in that certain Statutory Warranty Deed recorded in the Probate Office of Shelby County, Alabama, Instrument No. 20140605000170490.
3. There exists a 15 foot easement for a roadway across Bowling's property, providing access to White's property, which is described in Bowling's deed, but not specifically located.
4. The easement is located along the westernmost boundary of Bowling's property, and is more particularly described on the survey and below as Easement "B":

Easement "A"

A multi-width wide non-exclusive easement for the purpose of ingress, egress and utilities located in the Southeast 1/4 of the Northeast 1/4 and a portion also located in the Northeast 1/4 of the Southeast 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, along the following described description and being more particularly described as follows: Commence at the Southwest corner of Southeast 1/4 of the Northeast 1/4 of Section 5, Township 19 South, Range 1 West; thence in a Southerly direction along the West line of the Northeast 1/4 of the Southeast 1/4 of said Section, a distance of 30 feet; thence 90 degrees 27 minutes 53

seconds left, in an Easterly direction, a distance of 15 feet to the point of beginning of a 22.5 foot non-exclusive ingress, egress and utility easement, lying 7.5 feet to the East and 15 feet to the West side of the following described line; thence 89 degrees 32 minutes 07 seconds Left in a Northerly direction and parallel to the West line of the Southeast 1/4 of the Northeast 1/4 and along the centerline of an existing driveway, a distance of 84.68 feet to the end of said 22.5 feet easement; thence continue along the last described course, the easement now lying 7.5 feet each side of the following described line and along the center line of centerline of an existing driveway a distance of 341.66 feet to the Northern boundary line of the point at Oak Mountain Apartment Homes owned by Waypoint Stonecrest Owner, LLC and recorded in Instrument #2015102800037550 in the Probate Office of Shelby County, Alabama, said point being the point of termination and the end of said easement.

Also,

Easement "B"

A 15 foot wide non-exclusive easement for the purpose of ingress, egress and utility located in the Southeast 1/4 of the Northeast 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, lying 7.5 feet each side and parallel to the following described description and being more particularly described as follows: Commence at the Southwest corner of Southeast 1/4 of the Northeast 1/4 of Section 5, Township 19 South, Range 1 West; thence in a Southerly direction along the West line of the Northeast 1/4 of the Southeast 1/4 of said Section, a distance of 30 feet; thence 90 degrees 27 minutes 53 seconds left, in an Easterly direction, a distance of 15 feet; thence 89 degrees 32 minutes 07 seconds Left, in a Northerly direction and parallel to the West line of the Southeast 1/4 of the Northeast 1/4 a distance of 426.34 feet to the Northern boundary line of the point at Oak Mountain Apartment Homes, said property owned by Waypoint Stonecrest Owner, LLC and recorded in Instrument #2015102800037550 in the Probate Office of Shelby County, Alabama, said point being the point of beginning of a 15 foot non-exclusive ingress, egress and utility easement, lying 7.5 feet each side of the following described line; thence continue along the last described course and parallel to the West line of the Southeast 1/4 of the Northeast 1/4 and along the centerline of an existing driveway a distance of 278.91 feet to the Southerly boundary line of that certain property owned by LJ White Investment, LLC recorded in Instrument #20120912000346240. Said point being the point of termination and the end of said easement.

5. The foregoing description of Easement "B" is the true and correct location of the easement across the Bowling property, in favor of the White property.

6. This Agreement is not intended as any enlargement or expansion of the existing easement, but is entered into by the parties for the purpose of clarifying the location of the easement.



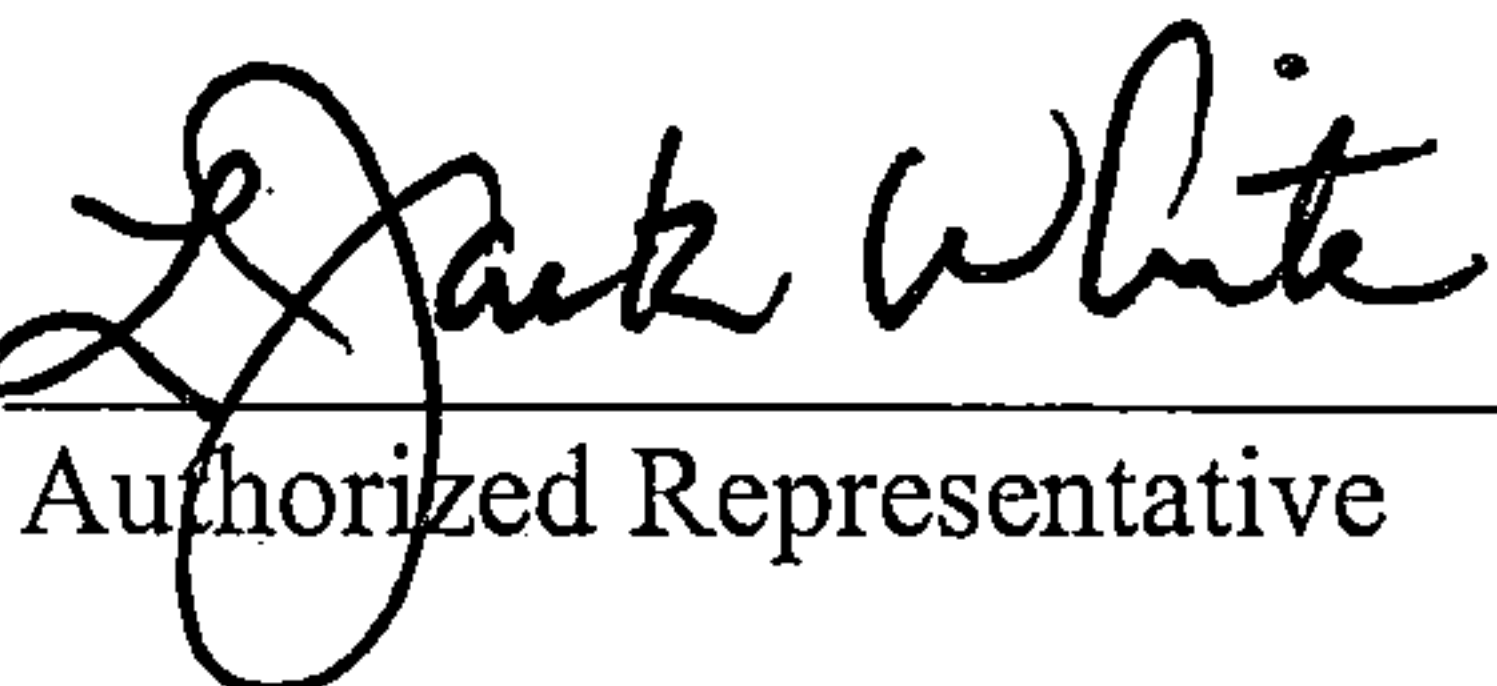
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7. In consideration for the execution of this Agreement by Bowling, White will dismiss the lawsuit as to Bowling, with each party to bear its own costs and attorney fees.

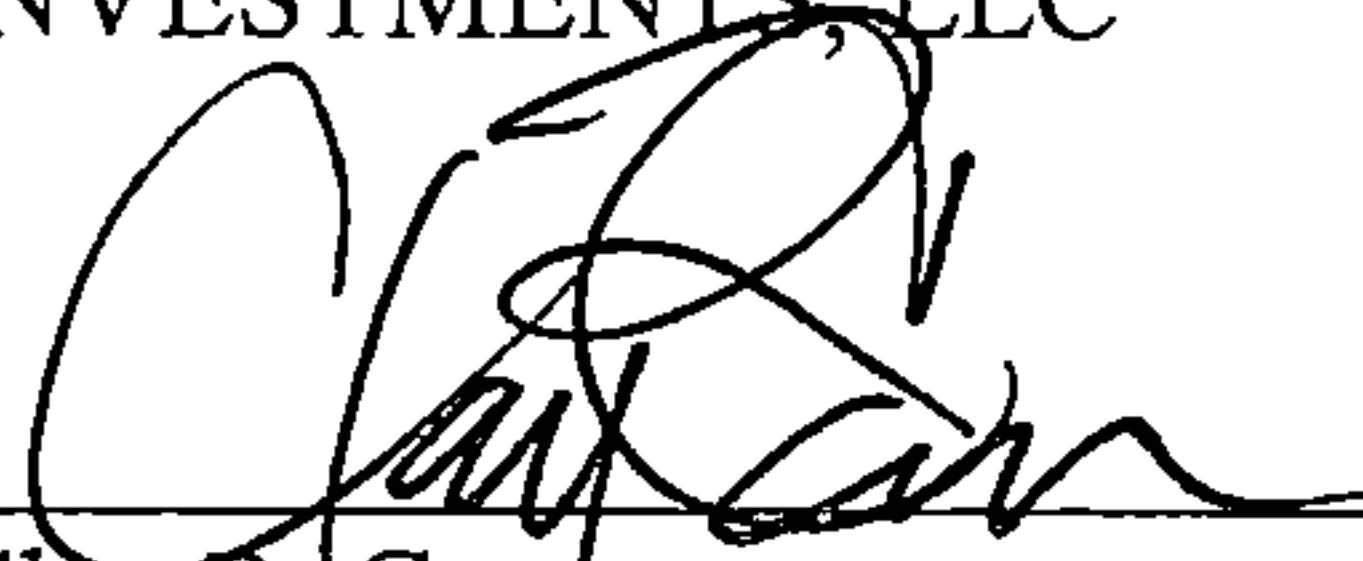
8. Each party releases the other from any and all claims arising from or pertaining to this action.

This Agreement shall be binding on the parties hereto and their successors and assigns.

L.J. WHITE INVESTMENTS, LLC

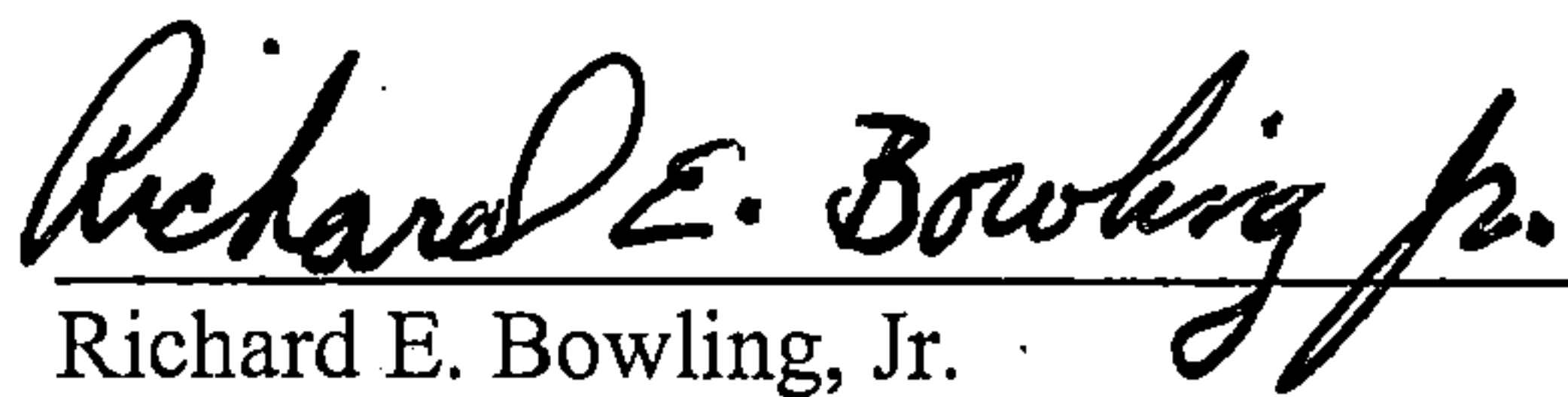
By: 
Authorized Representative

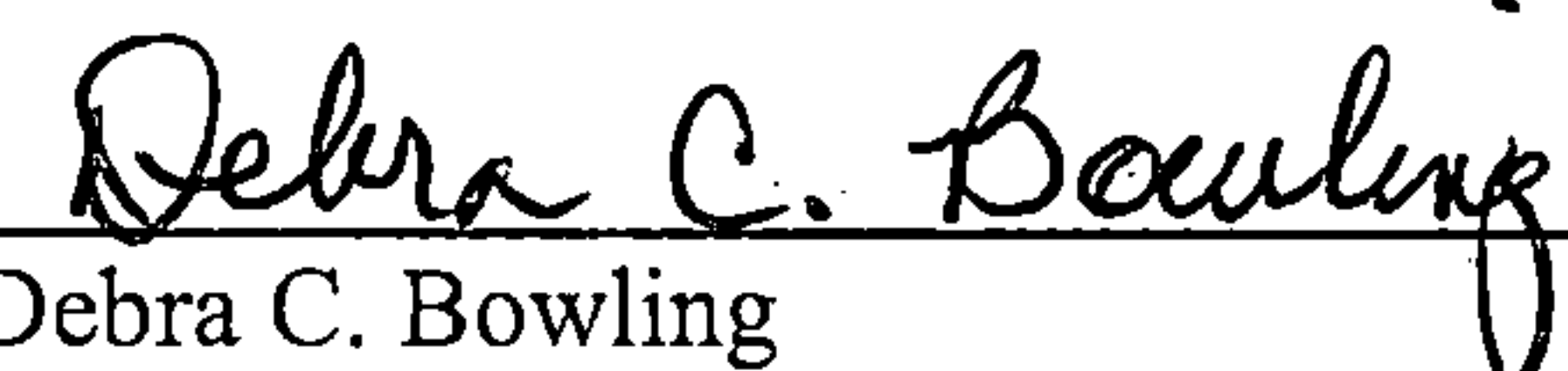
ATTORNEY FOR L.J. WHITE
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ATTORNEY FOR BILLIE JEAN BOWLING,
RICHARD E. BOWLING, JR. and
DEBRA C. BOWLING


Billie Jean Bowling


Richard E. Bowling, Jr.


Debra C. Bowling



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EXHIBIT A

