



AlaFile E-Notice

44-CV-2024-900436.00

Judge: MATTHEW R. HUGGINS

To: BERTRAND CHRISTOPHER JAME
cbertrand@selcal.org

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF LIMESTONE COUNTY, ALABAMA

NEW BEGINNINGS COVENANT MINISTRIES ET AL V. STONED LLC ET AL
44-CV-2024-900436.00

The following matter was FILED on 6/15/2026 3:02:47 PM

D002 GRAYSON CARTER & SON CONTRACTING, INC.

JOINT MOTION FOR ENTRY OF CONSENT ORDER

[Filer: HEAD JONATHAN BYRON]

Notice Date: 6/15/2026 3:02:47 PM

KELLY DAVIS
CIRCUIT COURT CLERK
LIMESTONE COUNTY, ALABAMA
200 WASHINGTON STREET WEST
ATHENS, AL, 35611

256-233-6406
kelly.davis@alacourt.gov



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44-CV-2024-900436.00

CIRCUIT COURT OF

LIMESTONE COUNTY, ALABAMA

KELLY DAVIS, CLERK

STATE OF ALABAMA

Revised 3/5/08

Cas

Unified Judicial System

44-LIMESTONE

 District Court Circuit Court

CV21

NEW BEGINNINGS COVENANT MINISTRIES ET AL
V. STONED LLC ET AL**CIVIL MOTION COVER SHEET**Name of Filing Party: D002 - GRAYSON CARTER & SON
CONTRACTING, INC.

Name, Address, and Telephone No. of Attorney or Party. If Not Represented.

Jonathan Byron Head

100 CORPORATE PARKWAY, ONE LAKE LEVEL

BIRMINGHAM, AL 35242

Attorney Bar No.: HEA032

 Oral Arguments Requested**TYPE OF MOTION****Motions Requiring Fee**

- Default Judgment (\$50.00)
Joinder in Other Party's Dispositive Motion
(i.e. Summary Judgment, Judgment on the Pleadings,
or other Dispositive Motion not pursuant to Rule 12(b))
(\$50.00)
- Judgment on the Pleadings (\$50.00)
- Motion to Dismiss, or in the Alternative
Summary Judgment (\$50.00)
Renewed Dispositive Motion (Summary
Judgment, Judgment on the Pleadings, or other
Dispositive Motion not pursuant to Rule 12(b)) (\$50.00)
- Summary Judgment pursuant to Rule 56 (\$50.00)
- Motion to Intervene (\$297.00)
- Other _____
pursuant to Rule _____ (\$50.00)

*Motion fees are enumerated in §12-19-71(a). Fees
pursuant to Local Act are not included. Please contact the
Clerk of the Court regarding applicable local fees.

Local Court Costs \$ 0

Motions Not Requiring Fee

- Add Party
- Amend
- Change of Venue/Transfer
- Compel
- Consolidation
- Continue
- Deposition
- Designate a Mediator
- Judgment as a Matter of Law (during Trial)
- Disburse Funds
- Extension of Time
- In Limine
- Joinder
- More Definite Statement
- Motion to Dismiss pursuant to Rule 12(b)
- New Trial
- Objection of Exemptions Claimed
- Pendente Lite
- Plaintiff's Motion to Dismiss
- Preliminary Injunction
- Protective Order
- Quash
- Release from Stay of Execution
- Sanctions
- Sever
- Special Practice in Alabama
- Stay
- Strike
- Supplement to Pending Motion
- Vacate or Modify
- Withdraw
- Other Joint Motion for Entry of Consent Order
pursuant to Rule unknown (Subject to Filing Fee)

Check here if you have filed or are filing contemporaneously
with this motion an Affidavit of Substantial Hardship or if you
are filing on behalf of an agency or department of the State,
county, or municipal government. (Pursuant to §6-5-1 Code
of Alabama (1975), governmental entities are exempt from
prepayment of filing fees)

Date:

6/15/2026 2:58:15 PM

Signature of Attorney or Party

/s/ Jonathan Byron Head

*This Cover Sheet must be completed and submitted to the Clerk of Court upon the filing of any motion. Each motion should contain a separate Cover Sheet.

**Motions titled 'Motion to Dismiss' that are not pursuant to Rule 12(b) and are in fact Motions for Summary Judgments are subject to filing fee.

**IN THE CIRCUIT COURT OF LIMESTONE COUNTY**

NEW BEGINNINGS COVENANT

MINISTRIES, et al.,

Plaintiffs,

v.

STONED LLC, et al.,

Defendants.

Case No. 44-CV-2024-900436.00

UNOPPOSED MOTION**JOINT MOTION FOR ENTRY OF CONSENT ORDER**

The Parties jointly move the Court to enter the attached Consent Order that is Exhibit 1 to this Motion.

In support of this Motion, the Parties state:

1. The Parties have reached an agreed resolution of all claims between them arising out of the Belle Mina Quarry, on specific terms and for additional consideration set forth in settlement documents executed between them. They wish to modify the Court's existing preliminary injunction order with the attached Consent Order.
2. The Consent Order establishes precise operating parameters for GCS's Quarry activities and a mechanism for addressing any future disputes regarding those parameters, while recognizing that Quarry Operations conducted in substantial compliance with the Consent Order shall not constitute a nuisance or otherwise give rise to any claim for equitable relief or damages.
3. Entry of the Consent Order will promote judicial economy, provide clarity to the Parties, and further the public interest in orderly resolution of disputes through settlement.

For these reasons, the Parties respectfully request that the Court enter the attached Consent Order.

Dated: June 15, 2026.

s/Barry A. Brock

Barry A. Brock

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Christopher J. Bertrand

Jamie McWilliams

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s/Jonathan B. Head

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EXHIBIT 1 – CONSENT ORDER (ON FOLLOWING PAGE)

IN THE CIRCUIT COURT OF LIMESTONE COUNTY

NEW BEGINNINGS COVENANT

MINISTRIES, et al.,

Plaintiffs,

v.

Case No. 44-CV-2024-900436.00

STONED LLC, et al.,

Defendants.

CONSENT ORDER

This matter comes before the Court on the Joint Motion for Entry of Consent Order. By agreement of the Parties, and for good cause shown, the Court ORDERS, ADJUDGES, and DECREES as follows:

Recitals

A. Plaintiffs filed this lawsuit (the “Action”), asserting causes of action for injunctive relief and related nuisance, trespass, theories concerning the siting, construction, and operation of the limestone quarry commonly known as the Belle Mina Quarry (the “Quarry”), and, during the Action, while not formally asserted, Plaintiffs also claimed entitlement to damages remedies based on the same facts and occurrences.

B. The Parties have engaged in extensive discovery and motion practice, and following a mediation conducted on April 14, 2026, where Plaintiffs were represented by their attorneys from Southern Environmental Law Center and fully participated in negotiating the terms reflected herein, the Parties agreed to a compromise resolution of the Action on the terms embodied and reflected in the Parties’ Master Settlement Agreement and in the Individual Settlement and Release Agreements signed by each Plaintiff herein, including the dissolution of the injunctive relief portions of the Court’s Order on the Plaintiffs’ Motion for Preliminary Injunction entered January 23, 2026 (Doc. 325).

C. The Parties, in furtherance of their desire to fully and finally resolve Plaintiffs’ claims in the Action, have submitted this Order with the intent to be bound to its terms. Capitalized terms not otherwise defined herein have the meanings given them in the Parties’ Master Settlement Agreement or the Individual Release Agreements, none of which are otherwise incorporated herein or made part of the record.

I. Dissolution of Preliminary Injunctive Relief

The Court’s Order entered in this Action on January 23, 2026, granted preliminary injunctive relief as to certain operational matters, as set forth in numbered paragraphs 1-4 on page 25

of the Order. All such preliminary injunctive relief is hereby dissolved and superseded by the Operating Parameters agreed to by the parties and listed below.

II. Definitions

1. “Quarry Property” means the limestone quarry and associated facilities located at 7440 Mooresville Road, Tanner, Alabama 35671, operated by GCS.
2. “Existing Plaintiff Structures” means the church buildings, structures, improvements, and facilities on the real properties of Plaintiffs as of the entry of this Consent Order. Specifically, the coordinates for the fronts of these structures nearest to the Quarry are as follows: Vice Home- 34°39'40.73"N 86°52'48.22"W; Diaz Home- 34°39'32.13"N 86°52'46.28"W; Perez Home- 34°39'26.40"N 86°52'46.03"W; New Beginnings- 34°39'27.96"N 86°52'46.63"W; New Heaven- 34°39'25.64"N 86°52'50.96"W; Jerusalem Primitive Baptist- 34°39'20.23"N 86°52'46.66"W; Belle Mina Methodist- 34°39'08.24"N 86°52'44.68"W.
3. “Stay-In-Place Plaintiffs” means The Belle Mina Methodist Church, Inc.; New Heaven Cumberland Presbyterian Church in America, Inc.; and Jerusalem Primitive Baptist Church.
4. “Quarry Operations” means blasting, stripping soil or overburden on the site and related operation of earth moving equipment, crushing, transporting or loading of rock, aggregate, dirt, or overburden.
5. “Operating Parameters” means the Quarry activities specified and set forth in Sections III-V of this Consent Order.
6. “Substantial Compliance” means best efforts at compliance with the Operating Parameters set forth herein in all material respects, recognizing that deviations found by the Court to be sufficiently minor, inadvertent, or temporary in nature will not constitute noncompliance. Further, where force majeure events or regulatory compliance require deviation from Compliance, Defendants shall be deemed to remain in Substantial Compliance for the period reasonably associated with such events.

Operating Parameters

Unless otherwise noted, all duties and obligations listed below shall begin upon entry of this Order.

III. Setbacks

1. Crusher Location. Grayson Carter & Son Contracting, Inc. (“GCS”) shall locate all operating rock crushing equipment no closer than 1,200 feet from any Existing Plaintiff Structure.

2. Processed Rock Stockpiles. GCS shall maintain stockpiles of processed rock from the crusher no closer than 900 feet from any Existing Plaintiff Structure. This setback does not apply to any waste or overburden pile.
3. Truck Loading. GCS shall load haul trucks with product, which includes rock and dirt, no closer than 500 feet from any Existing Plaintiff Structure. This limit does not apply to maintenance or improvement of the berm.
4. Pit Wall. GCS shall not maintain any pit wall on the Quarry site closer than 500 feet from any Existing Plaintiff Structure.

IV. Traffic, Roads, And Site Conditions

1. Entrances. Subject to final approval and control of Limestone County, GCS shall commence construction of a permanent entrance with northbound and southbound turn in lanes at the Quarry's north entrance on Mooresville Road within 90 days of this Order, unless extended by direction of Limestone County, agreement of GCS and the Stay In Place Plaintiffs, Force Majeure events, or order of the Court. Construction of the project will be completed within 120 days of commencement, unless delayed by force majeure events. GCS shall continue to use the current north entrance for all haul trucks entering and leaving the Quarry and shall not use the south entrance for haul trucks entering or exiting the Quarry except in force majeure events, cases of emergency, or temporary closure of the north entrance, and in such instances, GCS shall use south entrance for the minimal time necessary to alleviate any cause or condition necessitating such use of the south entrance.
2. Internal Haul Roads. GCS shall pave the two internal roads shown on Exhibit 1 to this Consent Order within 60 days of the entry of this Order.
3. Speed Limit. GCS shall implement a speed limit within the Quarry of no more than fifteen miles per hour for all haul trucks and mobile equipment on Quarry internal roads upon entry of this Order.
4. Track-Out Control. Subject to any conflicting and controlling regulatory requirement, upon entry of this Order, GCS shall remove track-out dirt and debris at the Quarry's north entrance to Mooresville Road at least once per day on days of Quarry operations (or the south entrance on any occasion when it is used by haul trucks), and at such other times required for regulatory and Limestone County compliance.
5. Tire Washing. Within 60 days of the entry of this Order, GCS shall install and operate tire washing or watering for all haul trucks (rock or dirt) leaving the Quarry via the north entrance. Subject to material ordering and delivery times, GCS shall commence construction of a second tire wash station along or about the yellow haul road in

Exhibit 1 within 60 days of this Order, unless extended by agreement of GCS and the Stay-In-Place Plaintiffs, force majeure or emergency events, regulatory compliance, or order of the Court.

6. Tarps. All GCS trucks carrying aggregate from the Quarry shall be tarped or otherwise covered before leaving the Quarry site.

V. Noise, Light, And Community Interface

1. Lighting. GCS shall be permitted to implement outdoor lighting for work within the agreed operating hours and nighttime maintenance work permitted herein, if any, in such manner that light from the light source of such fixtures and equipment is not directed to and does not shine directly onto the Existing Plaintiffs' Structures, excluding vehicle headlights and incidental and ambient light that may be visible at a distance or above the Quarry Property.
2. Berm Trees. GCS shall be permitted to expand and maintain existing berms around the perimeter of the Quarry site and shall plant Green Giant Arborvitae trees on the berms in the "Planting Area," which is generally the area where stacked hay bales are currently located, during the 2026-27 winter planting season, unless extended by agreement of GCS and the Stay In Place Plaintiffs, Force Majeure events, regulatory compliance, or order of the Court. The "Planting Area" shall run along the berm from the southwestern corner of the Quarry Property to the southern limit of the northern Quarry entrance.
3. Audible Warnings. Upon the entry of this Order, for equipment regularly operating at the Quarry, GCS shall use ambient noise alarms or similar devices (not beeping alarms), excluding excavators, tri-axle trucks, and any warnings and alarms required by any regulatory authority.
4. Hours of Operation. Subject to force majeure events and regulatory authority or compliance, GCS may only conduct Quarry Operations during the following hours:
 - o Monday through Friday: 6:00 a.m. to 8:00 p.m.
 - o Saturday: 7:00 a.m. to 4:00 p.m.
 - o Sunday: None.

GCS shall not be prohibited from performing maintenance or service of equipment or otherwise being present or performing work on the Quarry Property outside of the hours herein so long as such work and activity are not Quarry Operations.

5. Blast Notification. GCS has provided and shall provide Plaintiffs and members of the Belle Mina community the opportunity to receive advance blast notifications by text

message to designated contacts approximately twenty-four hours before scheduled production blasts, stating the date and expected time of the blast, except where weather, safety, or regulatory compliance conditions materially affect the timing. In such events, GCS shall give notice before any rescheduled blast as soon after the blast is rescheduled as is reasonably practicable.

6. **Complaint Contact.** The Stay-In-Place Plaintiffs shall send all correspondence concerning a formal complaint of alleged noncompliance with this Order, per the procedure below, to GCS by certified mail or courier delivered to 146 Roy Long Rd W, Athens, Alabama 35611. Stay-In-Place Plaintiffs shall direct all other correspondence concerning any complaint or comments to GCS at its primary phone number of 256-233-3260, email address of info@graysoncarterandson.com, or by mail to 146 Roy Long Rd W, Athens, Alabama 35611. GCS shall designate a representative to receive any notice, correspondence, and complaints from the Stay-In-Place Plaintiffs and inform the Stay-In-Place Plaintiffs thereof. In the absence of such designation, the designated representative shall be GCS's general counsel. In the event GCS changes its primary phone number, email address, mailing address, or designated representative for the receipt of notice and correspondence from the Stay-In-Place Plaintiffs, or the owner or operator of the Quarry changes, GCS shall give notice thereof to the Stay-In-Place Plaintiffs as soon as is reasonably practicable thereafter.

VI. Enforcement, Notice, And Cure

1. **Non-Nuisance Agreement.** All operations at the Quarry conducted in Substantial Compliance with Sections III, IV and V of this Order shall not constitute a nuisance or otherwise give rise to any claim for injunctive relief, abatement, or damages, as between the Parties to the Action.
2. The Stay-In-Place Plaintiffs may enforce this Consent Order and take action to address any noncompliance.
3. **Notice of Alleged Noncompliance.** Before seeking judicial determination or enforcement regarding compliance with any provision of this Consent Order the party shall, as a condition precedent, first provide written notice to the other party identifying the alleged noncompliance with reasonable specificity at the addresses and in the manner specified above. The receiving party shall have ten days to cure the noncompliance or to commit to process for cure with a specified timeline, a reasonable plan for which cure shall be presented to the complaining party, before any enforcement action may be initiated by any party and during which period the parties shall attempt to informally negotiate a resolution. The cure period shall not be used to circumvent any duties hereunder.

4. Continuing Jurisdiction. The Court retains continuing jurisdiction solely to interpret and enforce this Consent Order as between Defendants and the Plaintiffs and to consider agreed modifications under Section VII.

VII. Force Majeure

“Force Majeure” for the purposes of this Consent Order is defined as an event arising from causes beyond the control of the Defendants or of any entity employed by the Defendants, including its consultants and contractors, which delays or prevents the performance of any obligation under this Consent Order, including emergency events. Events entirely within a party’s control shall not constitute Force Majeure. In the event of a dispute between the Parties as to whether a Force Majeure event has occurred, a determination from the Court may be requested but only in compliance with the requirements of Section VI (3) above.

VIII. Modification And Termination

1. This Consent Order may be modified only by (a) a written agreement signed by all Defendants and all Stay-In-Place Plaintiffs, and (b) an order of this Court entering the modification.
2. This Consent Order shall remain in effect for so long as the Quarry is operated by Defendants or their successors, assigns, or subsequent purchaser, unless modified or terminated by order of the Court upon joint motion of Defendants and the Stay-In-Place Plaintiffs.

IX. Dismissal

This Action is hereby DISMISSED WITH PREJUDICE, each party to bear its own costs, subject only to Paragraph VI (4) above.

DONE and ORDERED June ____ 2026.

Hon. Matthew R. Huggins
Circuit Judge

EXHIBIT 1 – BELLE MINA ROAD PAVING DRAWING

