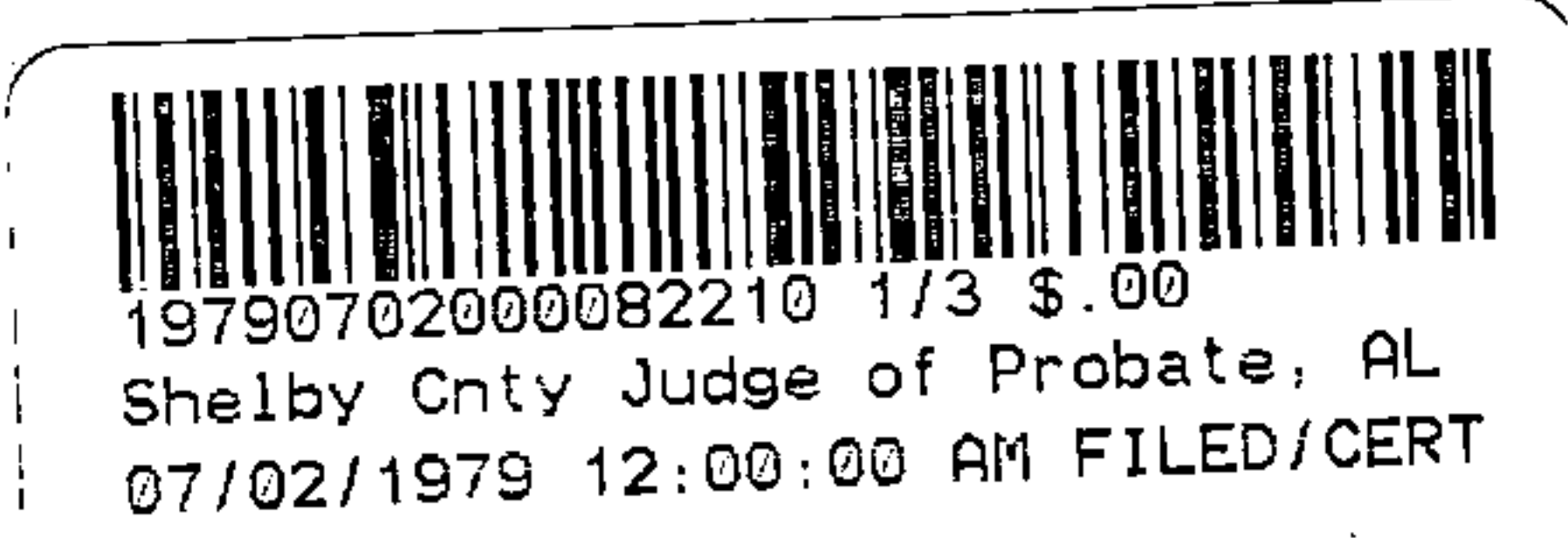


AGREEMENT between DEWBERRY REAL ESTATE COMPANY, INC.
(hereinafter called "Dewberry") and GORDON MORROW and wife BETTY MARIE
MILLER MORROW (hereinafter called "the Morrows").

R E C I T A L S



By instrument dated September 26, 1969, and recorded in Book 259 at Page 654 of the Shelby County Probate Records, Dewberry agreed with James L. Brownlee, III and Gordon Morrow that a water line would be laid adjacent to their common boundary, and that Brownlee and Morrow would have the right and privilege to tie onto such water line with a three-inch (3") pipe. Such agreement further provided that Brownlee and Morrow would be permitted to use Dewberry's water for a period of three (3) years thereafter without charge, but that subsequent thereto, a reasonable rental would be charged for the use of the water.

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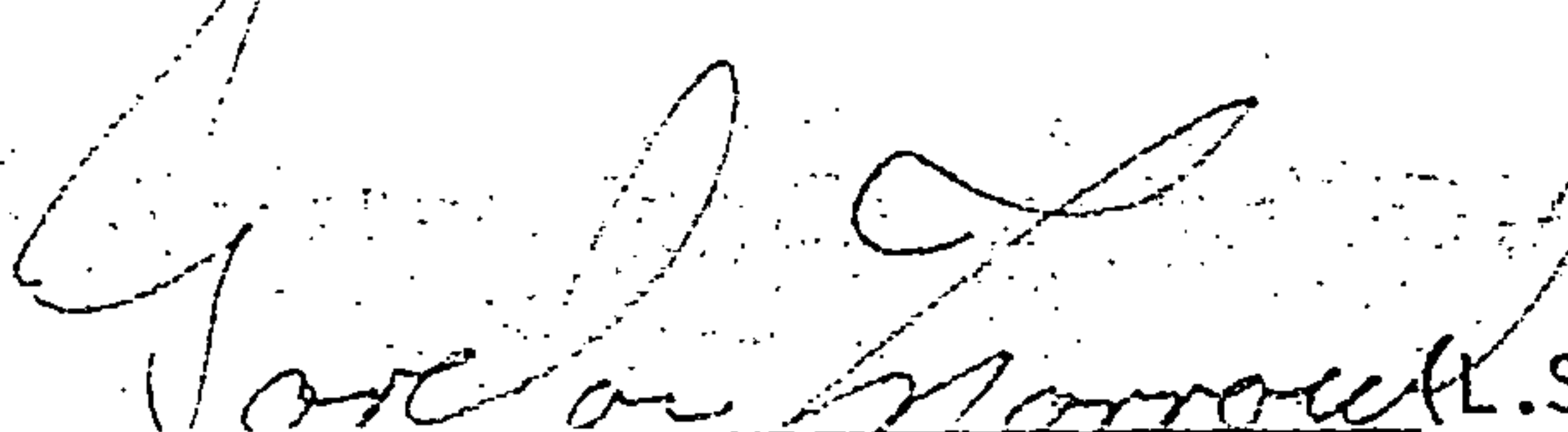
The water line mentioned was installed by Dewberry and Brownlee and Morrow have connected to such line and are receiving their water therefrom. Subsequent to the execution of said agreement and the installation of said water line, the property which was owned by James L. Brownlee, III and Gordon Morrow was transferred to Gordon Morrow and his wife, Betty Marie Miller Morrow, and they are the present owners thereof.


B006

Dewberry has now contracted to sell the property described in Exhibit "A" hereto which adjoins that of the Morrows to Gulf Oil Corporation. Said agreement above mentioned, because of said water line provision, encumbers the property described in Exhibit "A", and the Morrows have agreed to release any rights they have in and to said property by virtue of said September 26, 1969 agreement in order to eliminate such encumbrance.

NOW, THEREFORE, in consideration of the premises and to induce Gulf Oil Corporation to purchase the property described in Exhibit "A", the Morrows do hereby remise, release, quitclaim and convey unto Dewberry all their right, title and interest in and to the property described in Exhibit "A", including, but without limitation to, any rights which the said James L. Brownlee, III and Gordon Morrow acquired by virtue of said agreement dated September 26, 1969, which is recorded in Book 259 at Page 654 of the Shelby County Probate Records.

IN WITNESS WHEREOF, Gordon Morrow and wife Betty Marie Miller Morrow have hereunto set their hands and seals on this the 28th day of June, 1979.


Gordon Morrow (L.S.)


Betty Marie Miller Morrow (L.S.)

Bradley Grant

STATE OF ALABAMA)

Shelby COUNTY)

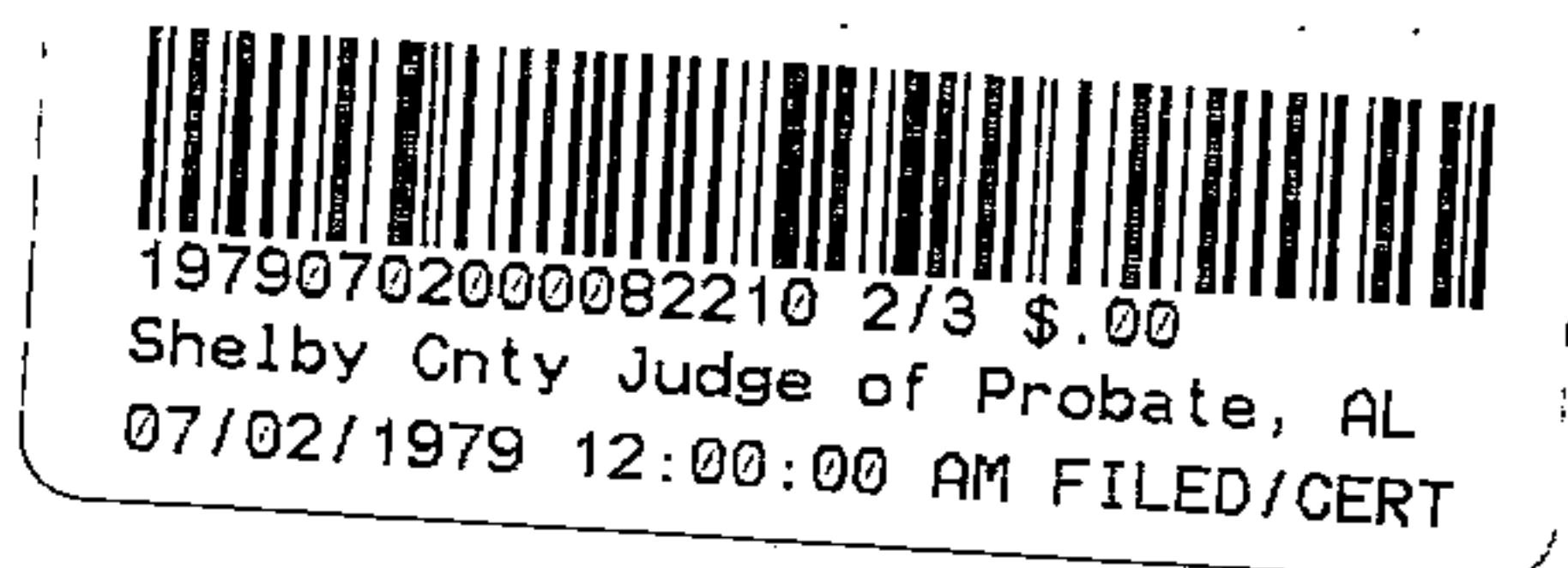
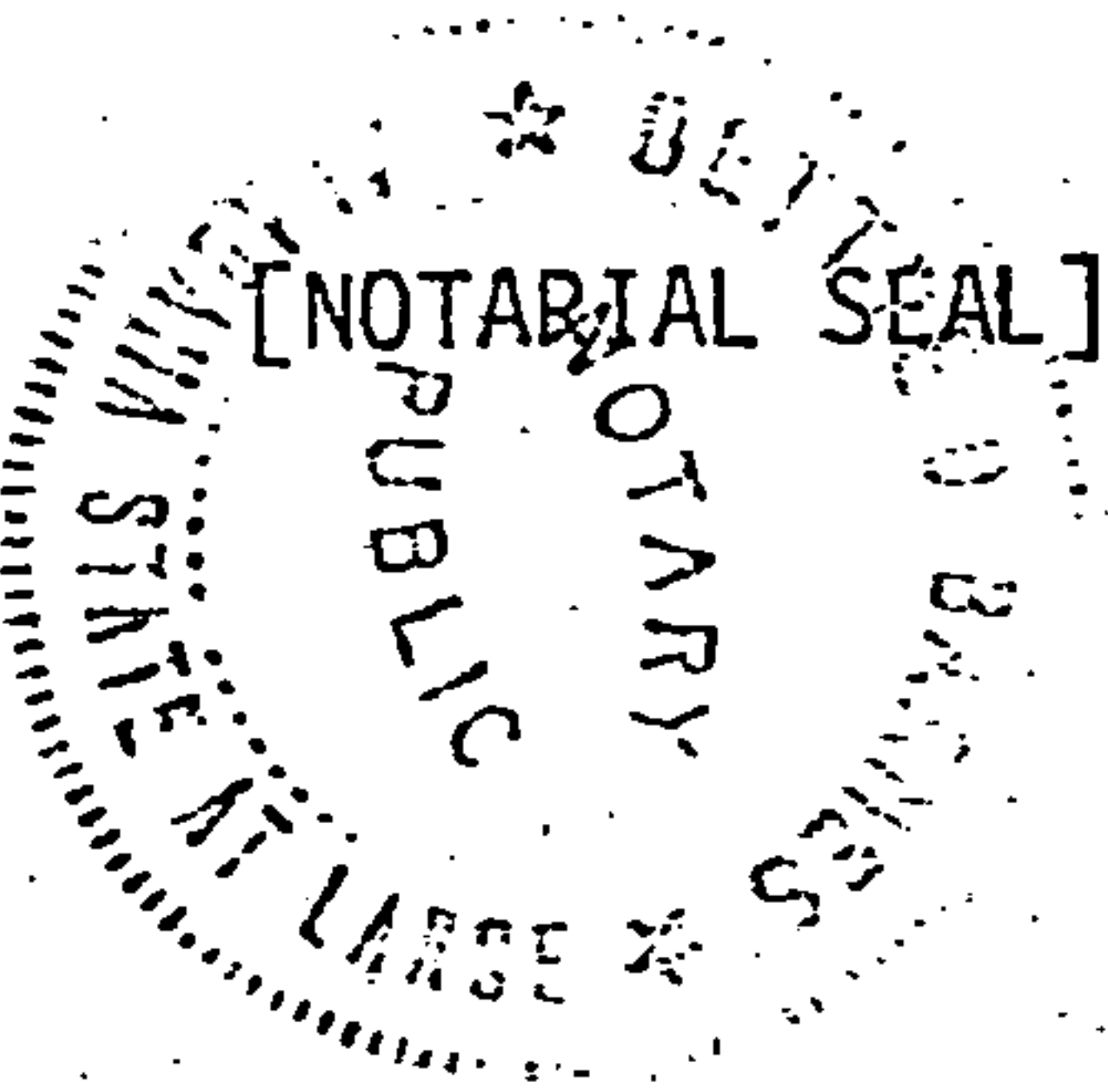
I, the undersigned authority in and for said county in said state, hereby certify that GORDON MORROW and wife BETTY MARIE MILLER MORROW, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 28th day of June, 1979.

Betty D. Barnes
Notary Public

My Commission expires:

My Commission Expires January 23, 1982



THIS INSTRUMENT WAS PREPARED BY ROMAINE S. SCOTT, JR.
1500 BROWN MARX BUILDING, BIRMINGHAM, ALABAMA 35203

EXHIBIT "A"



19790702000082210 3/3 \$.00
Shelby Cnty Judge of Probate, AL
07/02/1979 12:00:00 AM FILED/CERT

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BGC

Part of the NW-1/4 of SE-1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

From the southwest corner of said 1/4-1/4 section, looking in a northerly direction along the west line of said 1/4-1/4 section, turn an angle to the right of 29°08' and run in a northeasterly direction for a distance of 696.0 feet to the point of beginning, thence continue along last mentioned course for a distance of 325.00 feet to a point on the southwest right-of-way line of U. S. Highway #280, thence turn an angle to the right of 90°53'15" and run in a southeasterly direction along said southwest right-of-way line for a distance of 309.64 feet to an existing concrete right-of-way monument, thence turn an angle to the right of 4°36'15" and run in a southeasterly direction along said southwest right-of-way line for a distance of 28.61 feet to an existing nail on the edge of Dewberry Drive, thence turn an angle to the right of 88°40'30" and run in a southwesterly direction for a distance of 137.35 feet to an existing nail in the edge of Dewberry Drive, thence turn an angle to the right of 38°51' and run in a southwesterly direction for a distance of 70.34 feet to an existing nail in the edge of Dewberry Drive, thence turn an angle to the right of 20°09' and run in a westerly direction for a distance of 78.28 feet to an existing nail in the edge of Dewberry Drive, thence turn an angle to the left of 18°48' and run in a southwesterly direction for a distance of 145.47 feet to an existing nail in the edge of Dewberry Drive, thence turn an angle to the right of 51°02' and run in a northwesterly direction for a distance of 109.03 feet to the point of beginning, containing 2.01 acres, more or less, except mineral and mining rights, and subject to a power line easement to Alabama Power Company which is recorded in Deed Book 109 at Page 59 of the Shelby County Probate Records, and an easement to South Central Bell Telephone Company as shown by instrument in Deed Book 258 at Page 470 of said Probate Records.

STATE OF ALABAMA

JUL -2 AM 10:07

Rec. 450

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JUDGE OF PROBATE