

STATE OF ALABAMA,)

SHELBY COUNTY)

AGREEMENT

THIS AGREEMENT entered into this 7th day of April, 1982 by and between Ashy-Bickham Pelham, a Louisiana Limited Partnership, by and through its Attorney, Daniel M. Spitler (hereinafter for convenience called "Ashy"), and Oneva Dunaway Ford McWilliams and husband, James McWilliams; Virgie Mae Dunaway Bunn and husband, Douglas W. Bunn, Sr.; Lena Frances Dunaway, an unmarried woman; and Steven R. Bunn and wife, Loretta C. Bunn (hereinafter for convenience called "Sellers").

WHEREAS, Ashy owns certain property in Shelby County, Alabama, and

WHEREAS, Sellers own certain property immediately South of said property owned by Ashy, and

WHEREAS there is an overlap of the property owned by the Sellers and the property owned by Ashy, and

WHEREAS, Ashy has on even date paid Three Thousand Two Hundred Dollars (\$3,200.00) cash to the Sellers for a Deed to the overlap property, and

WHEREAS Ashy has agreed to construct a 10' x 12' inexpensive metal storage building on a concrete slab as further consideration for the purchase of the overlap property, and

WHEREAS, Ashy will construct a retaining wall on Ashy's side of the property line established by the Deed and this Agreement, and

WHEREAS, it is the purpose of this Agreement to set out the terms and conditions of the sale and other matters directly relating to said sale.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) in hand paid by each party of this Agreement to the other, the receipt and sufficiency of which is acknowledged and the covenants and conditions as set out herein, the parties agree as follows, to-wit:

1. Ashy will construct an inexpensive 10' x 12' metal storage building on a concrete slab to be furnished by Ashy on the

property owned by Sellers. Sellers will immediately remove all of their personal property from the old shed to the new metal building.

2. Ashy will remove the trees on the property line between the two parcels and will construct a retaining wall on Ashy's side of the agreed property line. The Sellers agree that Ashy may remove the trees and take whatever steps are necessary and reasonable on their property in connection with the construction of the retaining wall.

3. Damages. Ashy shall have the responsibility of removing the trees. In addition, Ashy shall be responsible for repairs of any damage done to either house in the event a tree hits the house when it is being removed. Ashy will also be responsible for cleaning and taking away all debris from the Sellers' property after the wall has been constructed and for restoring Sellers' land to its original topography in the event it is altered during construction of the wall. This shall be the extent of Ashy's liability in the removal of the trees and the construction of the retaining wall.

4. The legal description of the overlap made the subject of the Deed set out in the recital hereinabove in this Agreement is located in Shelby County, Alabama and is more particularly described as set out in Exhibit "A" attached hereto and incorporated herein.

THIS AGREEMENT is binding on the heirs, successors, assigns and devisees of the parties.

ASHY-BICKHAM PELHAM, A Louisiana
Limited Partnership

By: *Daniel M. Spiller*
DANIEL M. SPILLER
Its Attorney

Oneva Dunaway Ford McWilliams
SELLER - ONEVA DUNAWAY FORD MCWILLIAMS

James McWilliams
SELLER - JAMES MCWILLIAMS

Virgie Mae Dunaway Bunn
SELLER - VIRGIE MAE DUNAWAY BUNN

Douglas W. Bunn Sr.
SELLER - DOUGLAS W. BUNN, SR.

Lena Frances Dunaway
SELLER - LENA FRANCES DUNAWAY

St R B
SELLER - STEVEN R. BUNN

Loretta C. Bunn
SELLER - LORETTA C. BUNN

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Daniel M. Spitler whose name as Attorney for Ashy-Bickham Pelham, a Louisiana Limited Partnership, is signed to the foregoing Agreement, and who is known to me, he as such Attorney and with full authority, executed the same voluntarily for and as the act of said limited partnership.

Given under my hand and official seal, this the 7th day of April, 1982.

Jim B. Buzen
Notary Public

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Oneva Dunaway Ford McWilliams & husband, James McWilliams; Virgie Mae Dunaway Bunn & husband, Douglas W. Bunn, Sr.; Lena Frances Dunaway, an unmarried woman; and Steven R. Bunn & wife, Loretta C. Bunn whose names are signed to the foregoing Agreement, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the Agreement they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7th day of April, 1982.

Jim B. Buzen
Notary Public

EXHIBIT "A"

STATE OF ALABAMA
SHELBY COUNTY

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BOOK

A parcel of land located in the Southwest 1/4 of the Northwest 1/4 of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Southwest corner of said 1/4 - 1/4 Section, thence in an Easterly direction, along the South line of said 1/4 - 1/4 Section, a distance of 765.09 feet to the Point of Beginning; thence continue along last described course a distance of 149.16 feet, thence 101 degrees 00 minutes 19 seconds left, in a Northwesterly direction, a distance of 2.38 feet, thence 78 degrees 25 minutes 22 seconds left, in a Westerly direction, a distance of 149.49 feet, thence 102 degrees 36 minutes 51 seconds left, in a Southeasterly direction, a distance of 3.91 feet to the Point of Beginning.

A parcel of land located in the Southwest 1/4 of the Northwest 1/4 of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Southwest corner of said 1/4 - 1/4 Section, thence in an Easterly direction, along the South line of said 1/4 - 1/4 Section, a distance of 914.25 Feet to the Point of Beginning; thence continue along last described course a distance of 149.37 feet, thence 101 degrees 06 minutes 18 seconds left, in a Northwesterly direction, a distance of 0.83 feet, thence 78 degrees 19 minutes 23 seconds left, in a Westerly direction, a distance of 149.70 feet, thence 101 degrees 34 minutes 38 seconds left, in a Southeasterly direction, a distance of 2.38 feet to the Point of Beginning.

STATE OF ALABAMA,)

SHELBY COUNTY)

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT is entered into this 12th day of April, 1982 by and between Ashy-Bickham Pelham, a Louisiana Limited Partnership, by and through its Attorney, Daniel M. Spitler (hereinafter for convenience called "Ashy"), and Steven R. Bunn and wife, Loretta C. Bunn (hereinafter for convenience called "Seller"), and

WHEREAS the parties of this Supplemental Agreement have executed an Agreement on even date herewith and these additional provisions are made for the benefit of these Sellers:

1. As additional consideration Ashy agrees to deliver to Sellers' front yard four (4) truck loads of top soil within ninety (90) days from date.

2. Ashy also agrees that the trees removed will be cut into 18" sections and placed in an orderly manner on Sellers' property. Sellers understand that the lower trunk of the trees contain wire from old fences and cannot be sectioned.

Witnesses:

[Signature]
[Signature]

[Signature]
[Signature]

[Signature]
[Signature]

ASHY-BICKHAM PELHAM, A Louisiana
Limited Partnership

By: [Signature]
DANIEL M. SPITLER
Its Attorney

[Signature]
STEVEN R. BUNN - Seller

[Signature]
LORETTA C. BUNN - Seller

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STATE OF ALABAMA)

SHELBY COUNTY)

ACKNOWLEDGEMENT

We, the undersigned, Virgie Mae Dunaway Bunn and husband, Douglas M. Bunn, Sr. agree that that the building which Earl Standifer has discussed with us, and which Mr. Standifer has agreed to place on our property will be acceptable to us to meet the requirements of the Agreement whereby we are to have a storage building on my property.

We waive any differences and definition of construction material and accept the building shown to us by Earl Standifer so long as he does place said building on our property, on cement blocks, in a good and workmanlike manner.

Done this 12th day of April, 1982.

BOOK Witnesses:

[Signature]
[Signature]

[Signature]
VIRGIE MAE DUNAWAY BUNN

[Signature]
[Signature]

[Signature]
DOUGLAS M. BUNN, SR.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1982 MAY 12 AM 10:57

[Signature]
JUDGE OF PROBATE

Rec. 1150
Ad. 100
1250