

STATE OF ALABAMA)
)
SHELBY COUNTY)

Inst # 1998-24242

RIGHT OF FIRST REFUSAL

THIS RIGHT OF FIRST REFUSAL is made and entered into this 24th day of June, 1998 by and between MARY N. WOOLEY ("Seller") and DOUBLE OAK WATER RECLAMATION, L.L.C., an Alabama limited liability company ("Purchaser").

RECITALS:

WHEREAS, contemporaneously herewith Seller and Purchaser are closing on the sale to Purchaser of approximately 13.5 acres, more or less, of real property situated in Shelby County, Alabama; and

WHEREAS, Seller owns 13.92± acres, more or less, of real property situated west of the above mentioned 13.5 acre parcel on old Highway 280 in Shelby County, Alabama, which 13.92± is identified as Shelby County parcel ID #58-09-8-28-0-001-026.003 and shown on the map attached hereto as Exhibit A (the "Property"); and

WHEREAS, Seller desires to grant to Purchaser the right of first refusal for the purchase of the Property; and

WHEREAS, Purchaser desires a right of first refusal to purchase the Property.

NOW, THEREFORE, in consideration of the premises, Seller and Purchaser hereby agree as follows:

1. If, at anytime during the five year period beginning on the date hereof and ending on June 24, 2003, Seller shall desire to accept a bona fide offer to sell, transfer or otherwise convey title to the Property, Seller shall give Purchaser prompt written notice of Seller's desire to convey the Property (the "Notice"). The Notice shall be delivered to Purchaser's address stated below and shall specifically identify the following: the intended purchaser or transferee, the intended purchase price or other consideration, and the other terms and conditions of purchase or transfer. Attached to the Notice shall be a copy of any written offer or agreement pertaining to the intended conveyance of the Property.

2. For the five year period beginning on the date hereof and ending on June 24, 2003, Purchaser shall have the right of first refusal to purchase the Property for the price and upon the terms and conditions set forth in Seller's Notice. Within thirty (30) days of receipt of such Notice from Seller, Purchaser shall give written notice to Seller of whether Purchaser will exercise its right of first refusal. If Purchaser exercises its right of first refusal to purchase the Property, Purchaser and Seller shall execute a sales contract to that effect.

ALABAMA Title

06/30/1998-24242
08:50 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 HCD 13.50

3. If the Notice is given to Purchaser and Purchaser chooses not to purchase the Property pursuant to this Right of First Refusal or fails to timely exercise the right of first refusal, Seller may accept the bona fide offer to sell, transfer or otherwise convey the Property under the terms and conditions set forth in the Notice.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Right of First Refusal as of the day and year first above written.

WITNESSES:

Conrad H. Fowler Jr.
By [Signature]

Heath H. [Signature]
By [Signature]

SELLER:

Mary N. Wooley
MARY N. WOOLEY

PURCHASER:

DOUBLE OAK WATER RECLAMATION,
LLC, an Alabama limited liability company

By: South Edge, Inc., Its Manager

By: [Signature]
William L. Thornton, III
Its Vice-President
% #1 Shades Creek Parkway
Birmingham, Alabama 35209































SUB-SHEET INDEX

LEGEND

STATE LINE	10.5	AREA (FROM DEED)	10.5 AC
COUNTY LINE	10.5	AREA (CALCULATED)	10.5 AC
CITY LIMIT LINE	10.5	DIMENSION (FROM DEED)	10.5
TOWNSHIP LINE	10.5	DIMENSION (SCALED)	10.5
SECTION LINE	10.5	INTERSTATE HIGHWAY	10.5
PROPERTY LINE	10.5	U.S. HIGHWAY	10.5
ROAD R/W	10.5	STATE HIGHWAY	10.5
ROAD TRAVEL PATH	10.5	COUNTY HIGHWAY	10.5
PRIVATE ROAD OR TRAIL	10.5	COUNTY HIGHWAY	10.5
RAILROAD R/W	10.5	911 NUMBERING	10.5
WATER	10.5	ROADS OR STREETS	10.5
LANDHOOK	10.5	PARCEL NUMBER	10.5
ORIGINAL SUB.	10.5	SUB. LOT NUMBER	10.5
LOT LINE	10.5	MAP BLOCK NUMBER (WHERE APPLICABLE)	10.5
MAJOR TRANSMISSION LINES	10.5	MAP BLOCK LIMIT (WHERE APPLICABLE)	10.5
CONFLICT	10.5	MAP BLOCK TICK (WHERE APPLICABLE)	10.5
	10.5	SUB. BLOCK NUMBER	10.5

CITY LIMIT CODE 2

CHURCHES, SCHOOLS.
CEM., AIRPORTS,
GOV'T LAND, ETC.

STATE PLANE
COORDINATES

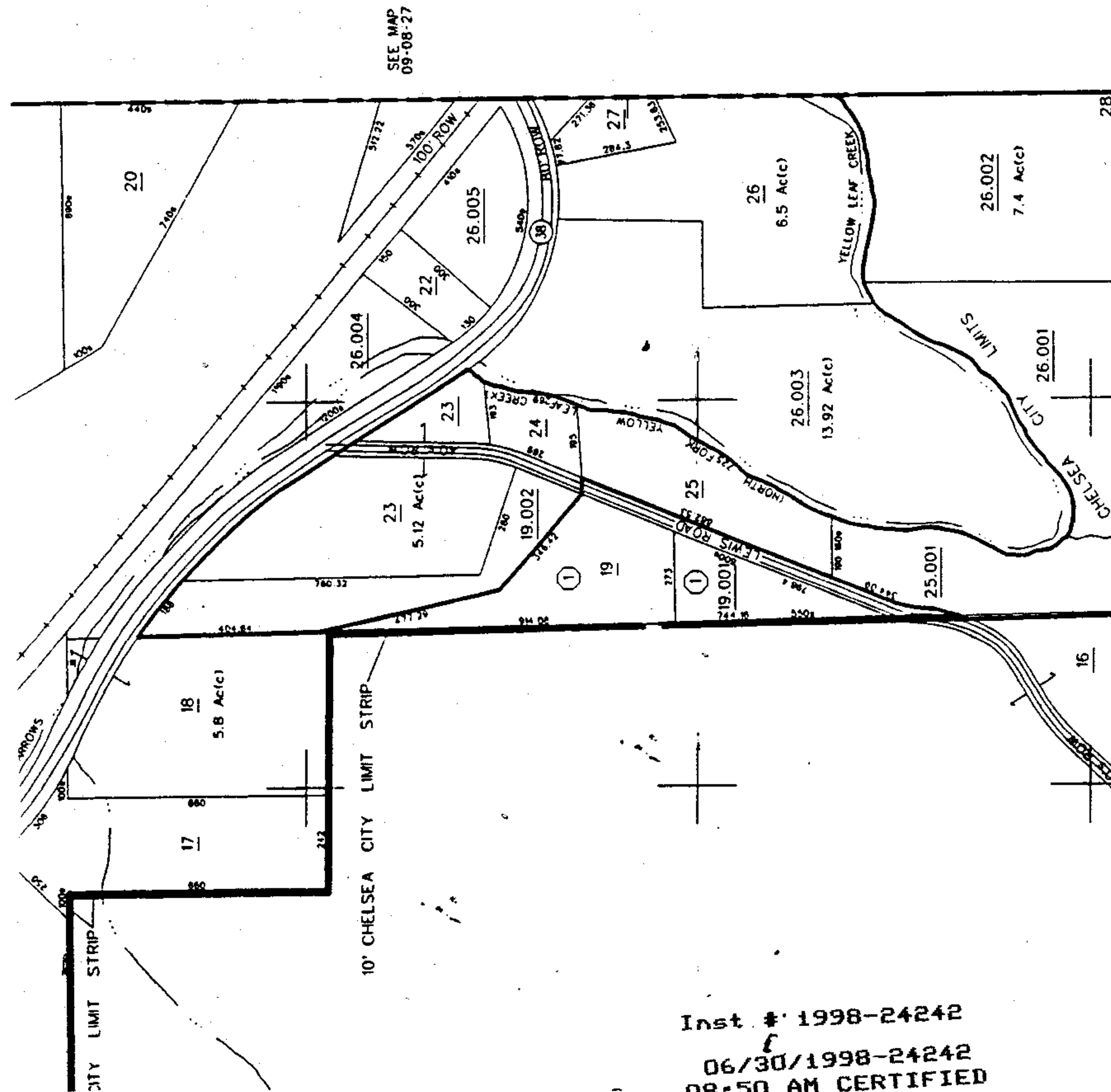
SECTION 28

TOWNSHIP 19 SOUTH RANGE 2

58-09-08-28

SECRET

MAPS TO BE USED FOR TAX PURPOSES ONLY - NOT TO BE USED FOR CONVEYANCES



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06/30/1998-ETET
08:50 AM CERTIFIED
COUNTY JUDGE OF PROBATE

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003 HCD

13.50

EXHIBIT

13 51