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This instrument was prepared by

W. Lee Thuston

1100 First National-Southern Nat. Bldg.
Birmingham, Alabama 35203

RIGHT OF FIRST REFUSAL

THIS AGREEMENT made this the 6th day of April, 1989,
between Bayard S. Tynes (hereinafter referred to as "Tynes") and
Charles E. Sharp (hereinafter referred to as "Sharp").

WHEREAS, Sharp is the owner of the property described in
attached Exhibit "A" hereto (hereinafter referred to as "Property
A"); and

WHEREAS, Tynes is the owner of the property described in
attached Exhibit "B" hereto (hereinafter referred to as "Property
B"); and

WHEREAS, the parties desire to grant each other a right
of first refusal to acquire the other's property in the event
either of them shall desire to sell said property to a third
party.

NOW, THEREFORE, in consideration of the mutual covenants
and promises hereto and in consideration of the sum of Ten
Dollars (\$10) in hand paid by each party hereto, the receipt and
sufficiency of which is hereby acknowledged, the parties agree as
follows:

(1) Sharp and Tynes grant to each other a right of
first refusal to acquire the other's property under the terms and
conditions set forth herein.

(2) Sharp and Tynes agree that in the event either
decides to sell his property to a third party, he shall give

Sadler Sullivan et al.

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notice of said intention in writing to the other, setting forth the price and terms and conditions under which he would be willing to sell his property. Upon receipt of said notice, the parties shall meet at a mutually convenient time to see if they can reach an agreement as to the sale and purchase of the property in question. In the event such an agreement is reached, then the closing of the property shall take place at such time and place as the parties hereto mutually agree. In the event, the parties hereto are unable to reach an agreement as to the price and terms of such a sale, or in the event the other party hereto does not wish to purchase said land, then the party desiring to sell his land to a third party shall be free to do so at any time in the future.

Nothing in this agreement shall be construed to in any way limit Sharp or Tynes from transferring their respective properties by gift, devise or bequest to their heirs.

IN WITNESS WHEREOF, THE undersigned have set their hands and seals this the 4 day of April, 1989.

[Signature]
Witness

[Signature]
Witness

Bayard Tynes
Bayard Tynes

Charles E. Sharp
Charles E. Sharp

EXHIBIT "A"

State of Alabama
Shelby County

A parcel of land located in a part of Section's 17, 18, and 19, Township 20 South, Range 2 East Shelby County, Alabama. Said parcel being more particularly described as follows: As a point-of-beginning start at the SE corner of Section 18 and run South 2 degrees 32 minutes and 25 seconds West and along the East Boundary of Section 19 for a distance of 1321.64 ft. to a point; thence run North 86 degrees 54 minutes and 35 seconds West and along the South line of the N 1/2 of the N 1/2 of Section 19 for a distance of 1964.96 ft. to a point; thence run North 02 degrees 56 minutes and 25 seconds East and along the West line of the E 1/2 of the NW 1/4 of the NE 1/4 for a distance of 1317.74 ft. to a point lying on the South line of Section 18; thence run North 87 degrees 01 minutes and 35 seconds West and along the South line of said section for a distance of 651.94 ft. to a point; thence run North 0 degrees 30 minutes and 25 seconds East and along the West line of the E 1/2 of the S 1/2 Section 18 for a distance of 1335.86 ft. to a point; thence run North 87 degrees 05 minutes and 35 seconds West and along the South line of the NE 1/4 of the SW 1/4 of Section 18 for a distance of 325.28 ft. to a point; thence run North 21 degrees 18 minutes and 25 seconds East for a distance of 668.63 to a point; thence run South 87 degrees 01 minutes and 33 seconds East for a distance of 3047.35 ft. to a point on the West bank of Yellow Creek; thence run South and along a meandering Yellow Creek to the intersection of the South line of Section 17; thence run North 87 degrees 06 minutes and 40 seconds West and along the South line of Section 17 for a distance of 1313.70 ft. to the point-of-beginning. Said parcel containing 233.94 acres more or less.

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EHXIBIT "B"

All that part of the N $\frac{1}{2}$ of Section 18, Township 20 South, Range 2 East, that lies South and West of Yellow Leaf Creek.

All that part of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 18, Township 20 South, Range 2 East, that lies South and West of Yellow Leaf Creek.

The NW $\frac{1}{4}$ of SE $\frac{1}{4}$; the S $\frac{1}{2}$ of SE $\frac{1}{4}$ and the E $\frac{1}{2}$ of E $\frac{1}{4}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 18, Township 20 South, Range 2 East.

The NE $\frac{1}{4}$ of NE $\frac{1}{4}$ and E $\frac{1}{2}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 19, Township 20 South, Range 2 East.

All that part of the W $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 17, Township 20 South, Range 2 East, that lies South and West of Yellow Leaf Creek.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

89 APR -7 PH 3:20

Thomas A. Swanson, Jr.
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ 10 ⁰⁰
Index Fee	1 ⁰⁰
TOTAL	11 ⁰⁰