

**RIGHT OF FIRST OFFER AND FIRST RIGHT OF REFUSAL  
AND RESTRICTIONS UPON IMPROVEMENTS**

This Right of First Offer and First Right of Refusal and Restrictions Upon Improvements ("this Agreement") is made this 27<sup>th</sup> day of June, 2017, by and between **M.U.T. INVESTMENTS, LLC**, an Alabama limited liability company ("M.U.T.") and **CHRIST COMMUNITY CHURCH, P.C.A.**, an Alabama non-profit corporation (the "Church").

W I T N E S S E T H :

WHEREAS, simultaneously herewith the Church has acquired from M.U.T. certain real property (the "Church Property") situated in Helena, Shelby County, Alabama, located on Shelby County Road 52 and more particularly described on *Exhibit A* attached hereto; and

WHEREAS, M.U.T. is the owner of certain real property (the "M.U.T. Property") situated in Helena, Shelby County, Alabama, located on Shelby County Road 52 and more particularly described on *Exhibit B* attached hereto which adjoins the Church Property; and

WHEREAS, the Church is desirous of acquiring the M.U.T. Property; and

WHEREAS, the parties have made certain agreements in the event M.U.T. elects to sell the M.U.T. Property; and

WHEREAS, the parties desire to evidence such agreements in writing;


NOW, THEREFORE, in consideration of \$1.00 in hand paid by the Church to M.U.T., and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

I. First Right of Refusal. M.U.T. hereby grants unto the Church, for the benefit of the Church Property, and all subsequent owners of the Church Property, a First Right of Refusal to purchase the M.U.T. Property, on the following terms and conditions:

(a) Right of First Offer.

(i) M.U.T. hereby agrees that it shall not sell or contract to sell the M.U.T. Property except in compliance with the terms and provisions below.

(ii) Prior to selling or contracting to sell the M.U.T. Property, M.U.T. shall first notify the Church, in writing, of its intention to sell the M.U.T. Property, and shall negotiate with the Church, in good faith, for the sale thereof to the Church on reasonable terms and conditions at a fair market price.

  
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(iii) In the event that M.U.T. and the Church, after negotiating in good faith, are not able to agree upon the terms and conditions and purchase price for the sale and purchase of the M.U.T. Property, in accordance with the provision of paragraph (a)(ii) above, then M.U.T. shall be free to contract for the sale thereof, provided that it first complies with the terms and provisions of paragraph (b) below.

(b) First Right of Refusal.

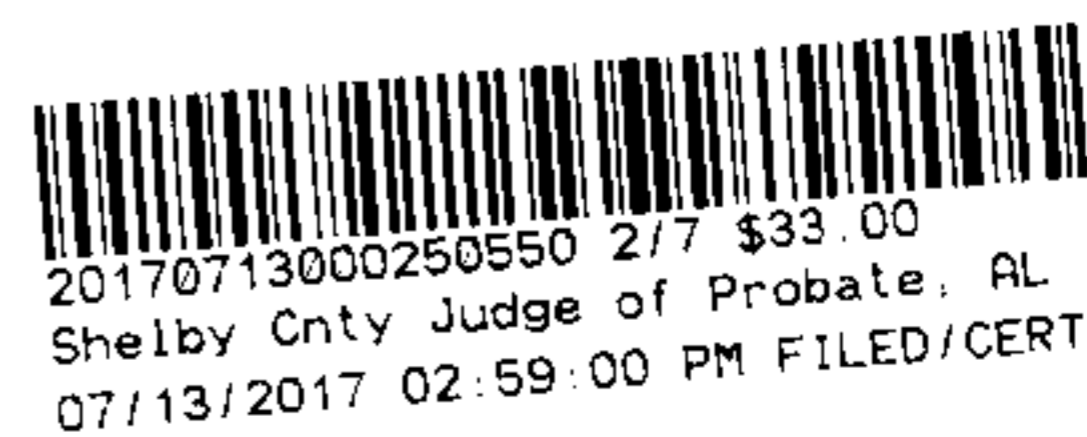
(i) If at any time M.U.T. determines to enter into a contract to sell the M.U.T. Property, M.U.T. shall first give written notice (the "Offer Notice") of such contract to the Church. The Offer Notice shall include a copy of said contract. The Church shall, at any time on or before thirty (30) days following the date on which the Offer Notice is given to the Church, have the right (the "First Right of Refusal") to elect to purchase the M.U.T. Property by providing M.U.T. with written notice of its election to purchase on the terms and conditions set forth in the copy of the contract which is included within the Offer Notice. If the Church exercises the First Right of Refusal, M.U.T. shall transfer and convey the M.U.T. Property to the Church on the terms and conditions set forth in said contract, except that the closing shall occur on or before one-hundred and twenty (120) days following the giving of the Offer Notice.

(ii) If the Church fails to notify M.U.T. of its election to exercise the First Right of Refusal on or before thirty (30) days following the giving of the Offer Notice or if the Church exercises the First Right of Refusal but thereafter fails to consummate the purchase and sale within one-hundred and twenty (120) days following the giving of the Offer Notice, then, in either event, the Church shall be deemed to have elected not to exercise the First Right of Refusal granted pursuant to paragraph (b)(i) above, and M.U.T. shall be entitled to transfer and sell the M.U.T. Property in accordance with the provisions of said contract to any party free and clear of the provisions of this Agreement, and the Church agrees to execute and deliver to M.U.T. any and all releases or other instruments reasonably requested by M.U.T. to evidence the waiver by the Church of the First Right of Refusal.

(iii) If the Church elects not to exercise the First Right of Refusal or if the Church is deemed, pursuant to paragraph (b)(ii) above, to have elected not to exercise the First Right of Refusal, then M.U.T. shall not sell or enter into a contract to sell the M.U.T. Property upon terms different from those contained in the declined Offer Notice without first giving written notice of said different terms and following the procedures set out in paragraph (b)(i) and paragraph (b)(ii) above with respect to said different terms.

(c) Notices. Any notice required to be given pursuant to this Agreement shall be given in writing and sent by certified mail, return receipt requested, restricted delivery, postage properly paid, and addressed as follows:

When to M.U.T.: M.U.T. Investments, LLC  
300 Marina Road  
Shelby, Alabama 35143



When to the Church: Christ Community Church, P.C.A.  
c/o Senior Pastor  
2222 Highway 52  
Helena, Alabama 35080

or such other address as either of the undersigned shall designate to the other in writing.


II. Time/Notices. Any notices required under the terms of this Agreement are deemed to have been provided at the time that the notice is properly deposited with the United States Postal Service pursuant to and in accordance with the provisions of paragraph I (c) above except that if a party who sends a notice pursuant to paragraph I (c) does not receive the proof of delivery of said notice within seven (7) days after the deposit thereof with the United States Postal Service, then that party shall hand deliver the notice to the other party at the other party's address as set forth in paragraph I (c) above.

III. Restrictions upon Improvements. Prior to the construction of any structures of any kind on the M.U.T. Property, the plans and specifications therefor must first be submitted to the Church, or its successor in interest with respect to the Church Property, for approval. The plans and specifications shall include the elevations for any structures which are proposed, the materials from which such structures are to be constructed, the colors of said materials, and landscaping plans. The M.U.T. Property shall not be improved with any structures until such time as said plans and specifications have been approved by the Church, and any such construction shall be in compliance with said plans. Any approval by the Church shall be with respect to aesthetics only, and the Church shall have no responsibility with respect to the compliance of said plans with applicable codes and ordinances or with respect to the suitability or safety thereof.

IV. Terms and Provisions. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the undersigned and their respective heirs, estates, successors, personal representatives and assigns and shall be enforceable in accordance with the laws of the state of Alabama.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date first hereinabove written.

***[SIGNATURES ON FOLLOWING PAGES]***

  
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M.U.T. INVESTMENTS, LLC

By



Tommy Blackerby  
Its Sole Member

STATE OF ALABAMA

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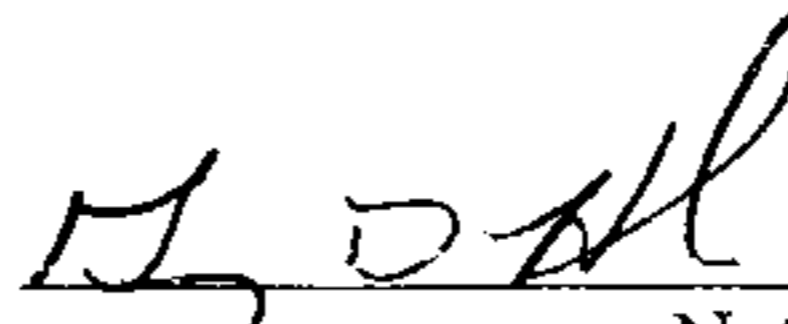
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JEFFERSON COUNTY

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I, the undersigned, a notary public in and for said county in said state, hereby certify that Tommy Blackerby, whose name as Sole Member of M.U.T. INVESTMENTS, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 27<sup>th</sup> day of June, 2017.



Notary Public

[NOTARIAL SEAL]


My commission expires: 8-25-19



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CHRIST COMMUNITY CHURCH, P.C.A.

By

  
David Cunningham  
Its President

STATE OF ALABAMA

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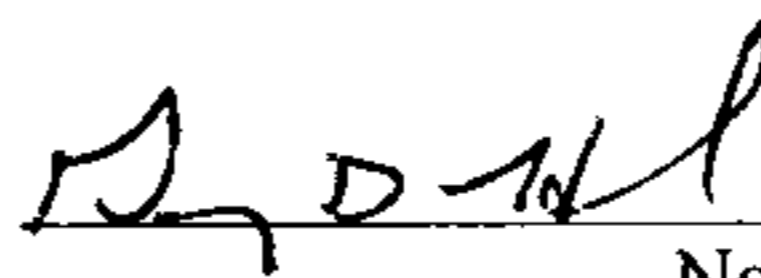
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JEFFERSON COUNTY

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I, the undersigned, a notary public in and for said county in said state, hereby certify that David Cunningham, whose name as President of Christ Community Church, P.C.A., an Alabama non-profit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 27<sup>th</sup> day of June, 2017.




Notary Public

[NOTARIAL SEAL]

My commission expires: 8-25-19

*This instrument prepared by:*  
*Charles A. J. Beavers, Jr.*  
*Bradley Arant Boult Cummings LLP*  
*One Federal Place*  
*1819 Fifth Avenue North*  
*Birmingham, AL 35203-2104*


  
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## EXHIBIT A

### **The Church Property**

Part of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 19, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the SE corner of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 19, Township 20 South, Range 3 West, Shelby County, Alabama; thence run S  $89^{\circ} 41' 17''$  W, along the south line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section for 425.54 feet to a set cap rebar and the point of beginning; thence continue on the last described course for 409.80 feet to a found  $\frac{1}{2}$  " rebar; thence run N  $0^{\circ} 20' 06''$  W for 219.97 feet to a found  $\frac{1}{2}$  " rebar and a point on the southerly right of way line of Shelby County Highway No. 52, said point being situated on a curve to the left, having a central angle of  $17^{\circ} 40' 57''$  and a radius of 1111.70 feet; thence run along the arc of said curve for 343.09 feet to a set cap rebar; thence departing said right of way line, run S  $34^{\circ} 33' 14''$  E for 167.10 feet to a found  $\frac{1}{2}$  " rebar; thence run S  $1^{\circ} 07' 04''$  E for 219.52 feet to the point of beginning.


  
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## EXHIBIT B

### The M.U.T. Property

COMMENCE AT THE SE CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 19, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN S 89-417177 W, ALONG THE SOUTH LINE OF SAID 1/4 FOR 425.5477; THENCE RUN N 1-077047 W FOR 219.5177 TO THE POINT OF BEGINNING; THENCE RUN N 58-007057 E FOR 255.047; THENCE RUN N 31-317497 W FOR 202.887 TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SHELBY COUNTY HIGHWAY NO. 52, SAID POINT BEING SITUATED ON A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 13-427387 AND A RADIUS OF 1111.707; THENCE RUN ALONG THE ARC OF SAID CURVE FOR 266.047; THENCE, DEPARTING SAID RIGHT OF WAY LINE, RUN S 34-337147 E FOR 167.107 TO THE POINT OF BEGINNING, CONTAINING 1.07 ACRES OR 46,538 SQUARE FEET, SUBJECT TO ANY AND ALL RIGHTS OF WAYS AND/OR EASEMENTS OF RECORD.

BEGIN AT THE SE CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 19, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN S 89-417177 W, ALONG THE SOUTH LINE OF SAID 1/4 FOR 425.5477; THENCE RUN N 1-077047 W FOR 219.5177; THENCE RUN N 58-007057 E FOR 255.047; THENCE RUN S 31-137127 E FOR 411.967 TO THE POINT OF BEGINNING, CONTAINING 2.28 ACRES OR 99,230 SQUARE FEET, SUBJECT TO ANY AND ALL RIGHTS OF WAYS AND/OR EASEMENTS OF RECORD.

  
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