

**RIGHT OF FIRST REFUSAL TO PURCHASE REAL ESTATE**

This Right of First Refusal to Purchase Real Estate is made on this the 11<sup>th</sup> day of February, 2021, by and between Bonnie Lewis (hereinafter referred to as the "Grantor") and Harvey Cecil Bunn and Becky Campbell (hereinafter referred to as the "Grantee").

**WHEREAS**, Grantee desires to obtain a right of first refusal or first option to purchase certain real estate owned by Grantor; and

**WHEREAS**, Grantor agrees to grant Grantee a right of first refusal or first option to purchase real estate pursuant to the terms of this agreement; and

**NOW, FOR AND IN CONSIDERATION** of \$10.00 and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

**I.**

**GRANT OF FIRST RIGHT OF FIRST REFUSAL:** Subject to and upon the terms and conditions hereinafter set forth and during the terms of this agreement, the Grantor does hereby grant unto the Grantee the exclusive and irrevocable right of first refusal or first option to purchase all of Grantor's right, title and interest in and to the real property situated in SHELBY County, Alabama, described as Parcel 1 in **Exhibit "A"** attached hereto and by this reference made a part hereof.

**II.**

**EXERCISE OF FIRST OPTION:** This right of first refusal or first option to purchase may only be exercised by Grantee within thirty (30) days from receipt of written notice by Grantor that Grantor desires to sell the subject property, or any portion thereof. Grantor is obligated to provide such notice to Grantee prior to offering the subject property, or any portion thereof, for sale or transfer to a third party. Grantor is further obligated to provide such notice to Grantee prior to mortgaging said property or otherwise offering said property to secure a loan or as collateral for any debt obligation or financing arrangement.

In the event Grantee elects to purchase the property, or the applicable portion thereof, by giving notice of such election to Grantor within the thirty (30) day period, Grantor shall sell the property, or the applicable portion thereof, to Grantee at the price and on the terms and conditions set forth herein.

Should Grantee, by written notice to Grantor, elect not to exercise the right to purchase, or should Grantee fail to notify Grantor of its election to purchase within the aforesaid thirty (30) day period, then, in either of such events, Grantor shall be free to consummate the sale or transfer of the property, or the applicable portion thereof, to a third party. Should any such sale or transfer be consummated, this right of first refusal or first option to purchase shall thereafter be of no further force and effect with respect to the property, or applicable portion thereof, subject to the sale or transfer.

**III.**

**LIMITATIONS AND EXCLUSIONS:** Notwithstanding anything herein to the contrary, under no circumstances shall this right of first refusal be triggered by any of the following:

- (i) transfers of the property to any entity controlled by the Grantor,
- (ii) grants of easements or licenses,

**IV.**

**TERMS OF PURCHASE:** In the event Grantor elects to sell and Grantee desires to exercise his/her right of first refusal or first option to purchase granted under the terms of this agreement, the terms of purchase shall be as follows:

**\$ 100.00 per acre in cash payable at closing**

**V.**

**TITLE:** Within fifteen (15) days after the Grantee has exercised his or her right of first refusal, the Grantor shall deliver to the Grantee a Certificate of Title or title abstract covering the property described in paragraph I above which shall reflect that marketable fee simple title to the subject property is vested in Grantor and that same is insurable by a title insurance company licensed to do business in the State of Alabama. Said Certificate or abstract shall be subject only to taxes for the current year, easements, and rights of way of record, and prior mineral reservations. Should said Certificate or Abstract reflect any other exceptions to the title unacceptable to Grantee, Grantee shall notify the Grantor in writing of any defects within fifteen (15) days (the title review period) and the Grantor shall have a reasonable time (but not more than 25 days) in which to make the title good and marketable or insurable, and shall use due diligence in an effort to do so. If after

using due diligence the Grantor is unable to make the title acceptable to Grantee within such reasonable time, it shall be the option of the Grantee either to accept the title in its existing condition with no further obligation on the part of the Grantor to correct any defect, or to cancel this Agreement. If this Agreement is thus cancelled, all money paid by the Grantee to the Grantor upon the execution of this Agreement or upon any extension shall be returned to the Grantee, and this Agreement shall terminate without further obligation of either party to the other. If title is acceptable to Grantee, the closing shall occur within fifteen (15) days after expiration of the "title review period". At closing Grantor shall convey title to Grantee by Warranty Deed subject only to exceptions acceptable to Grantee.

**VI.**

**TERM:** The first right of refusal or first option to purchase shall commence as of the date hereof. It is intended to run with the land, and it shall remain binding on the parties' heirs, devisees, successors and assigns.

**VII.**

**EXPENSES OF SALE:** All costs and expenses of the sale including attorney's fees, recording fees, and any and other costs attributable to the preparation of the Warranty Deed, Title Certificate, abstract and any other closing documents shall be paid by the Grantee.

**VIII.**

**POSSESSION:** Grantee shall be entitled to possession of the property at closing.

**IX.**

**RIGHT OF ENTRY:** Upon notification by Grantor of his or her desire to sell and Grantee's exercise of his or her first refusal, Grantee shall be entitled to enter upon the property for the purpose of conducting soil tests, engineering studies, and surveys.

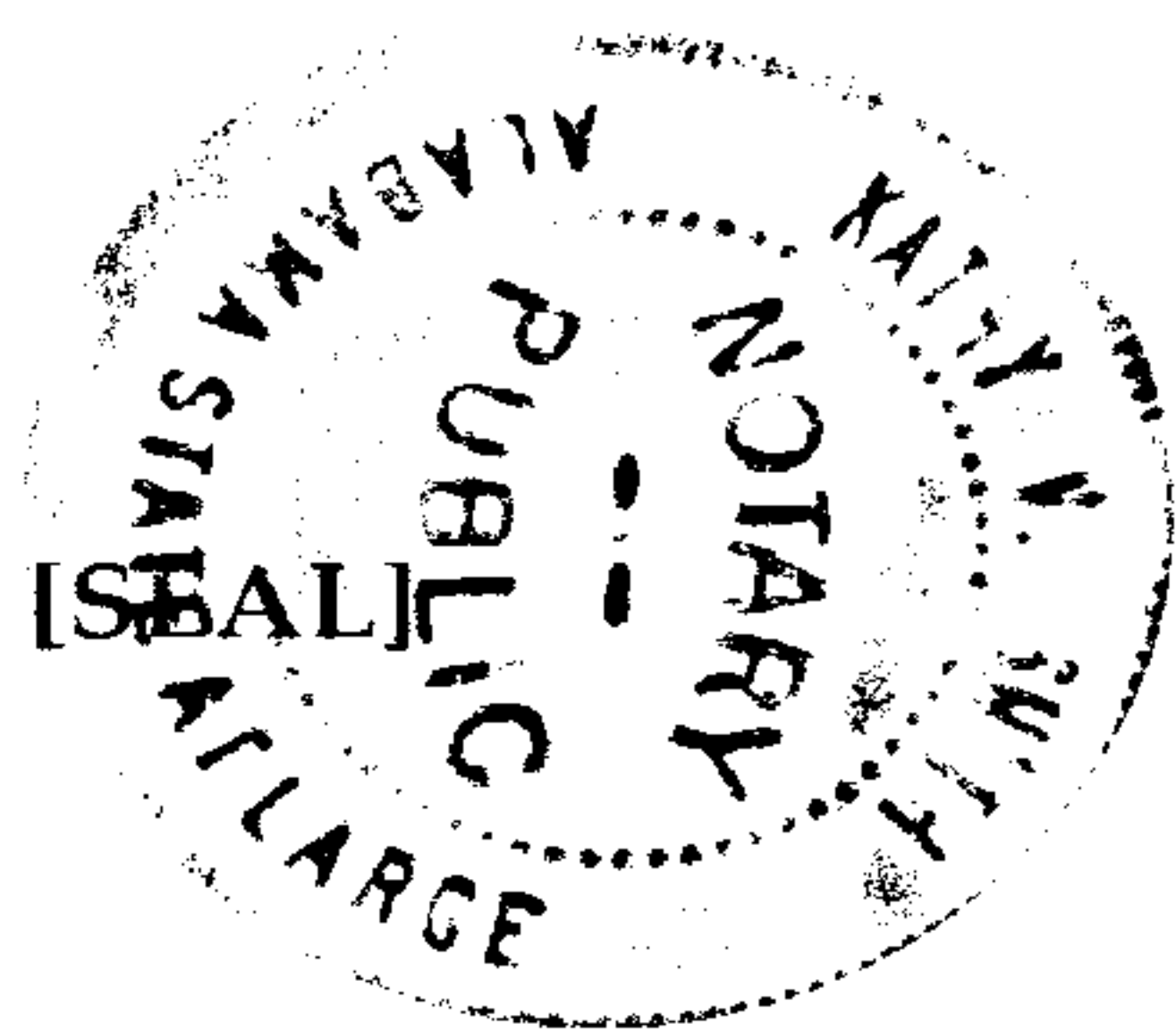
**X.**

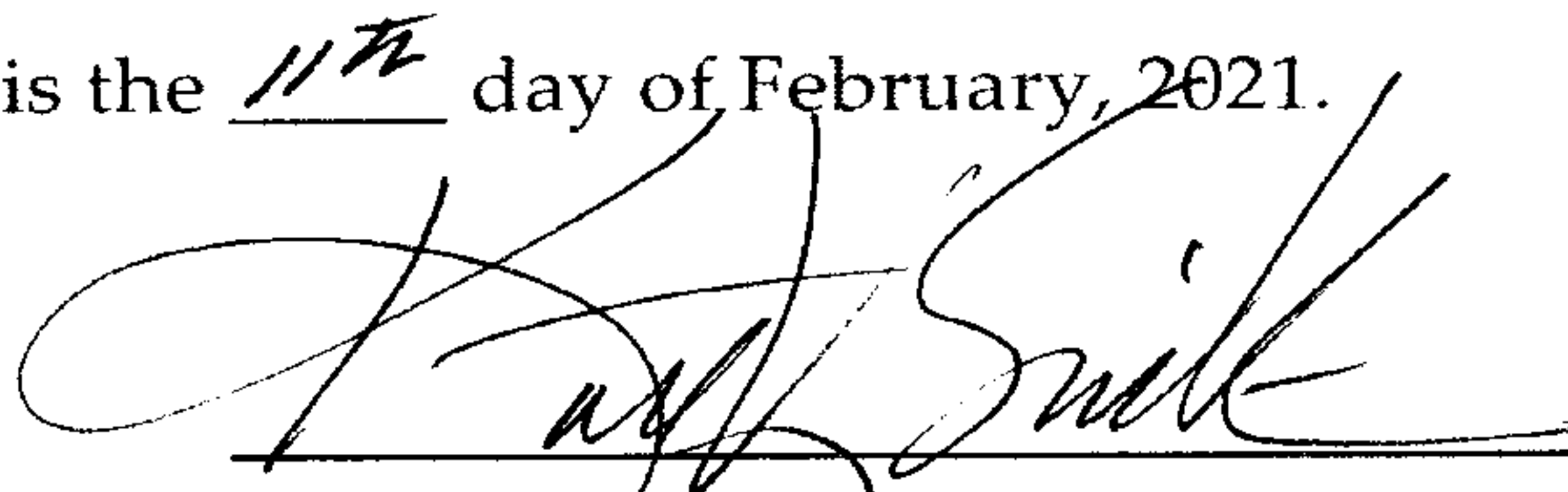
**TAXES:** Taxes shall be prorated as of the date of closing.

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Harvey Cecil Bunn**, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 11<sup>th</sup> day of February, 2021.



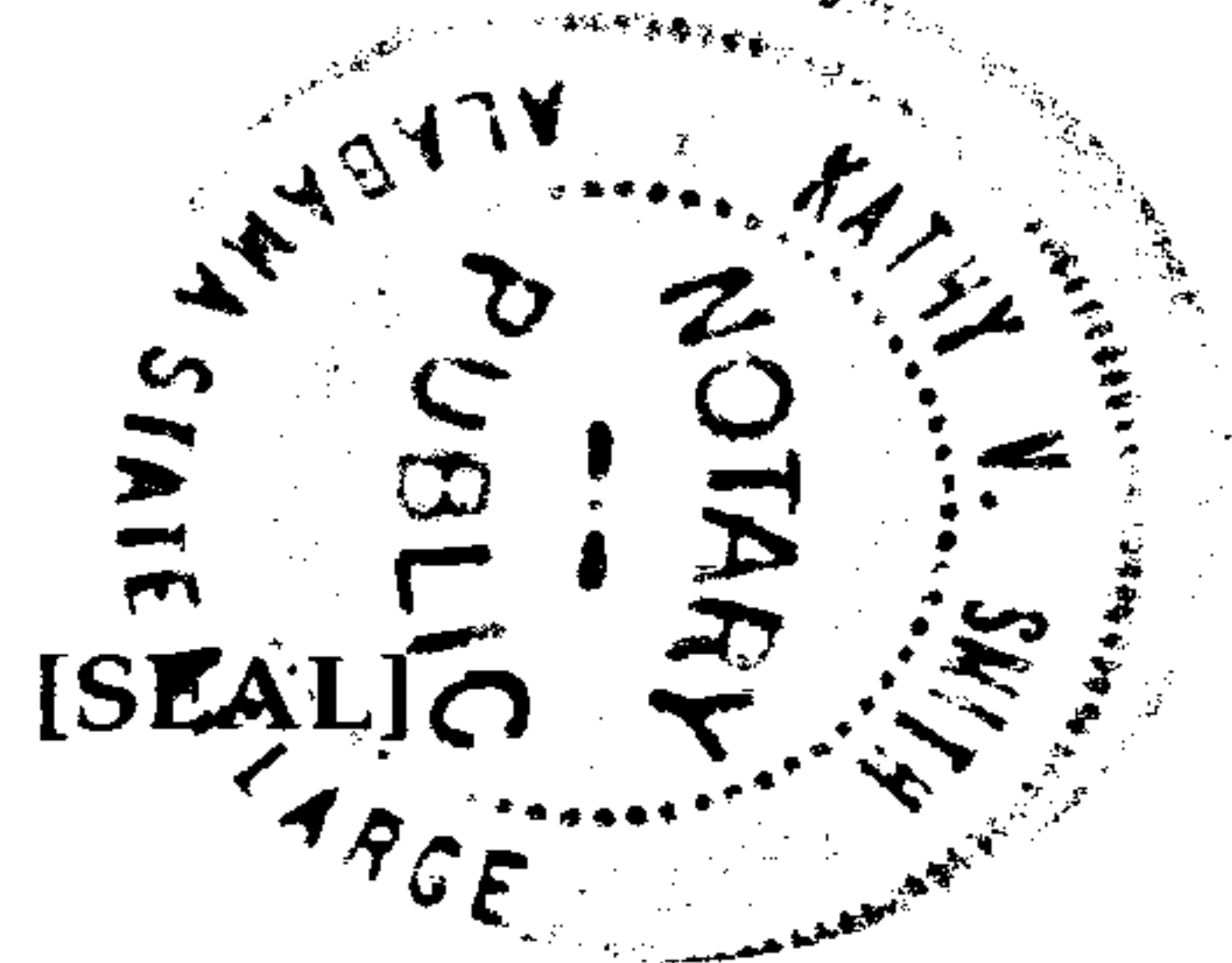
  
Notary Public

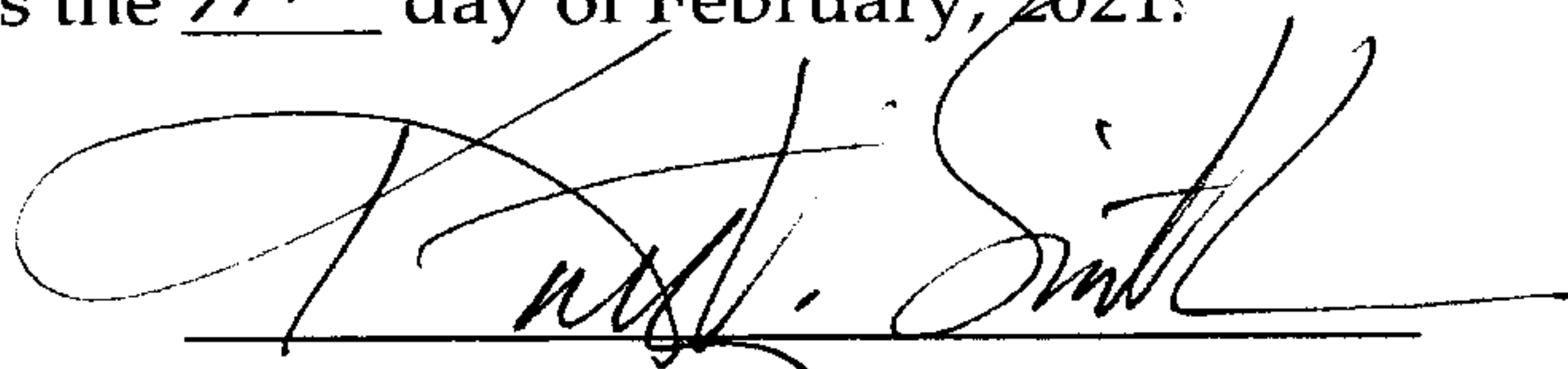
My Commission Expires: 4/6/2022

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Becky Campbell**, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 11<sup>th</sup> day of February, 2021.



  
Notary Public

My Commission Expires: 2/6/2022

This instrument was prepared by:

Jeffrey N. Cotney, Attorney  
717 Kerr Drive, Gardendale, Alabama 35071  
(205) 271-7955



XI.

**GOVERNING LAW:** This agreement shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties have executed this Agreement on this the 11<sup>th</sup> day of February, 2021.

Bonnie Lewis  
GRANTOR

Harry Cecil Bauer  
GRANTEE


Becky Campbell  
GRANTEE

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

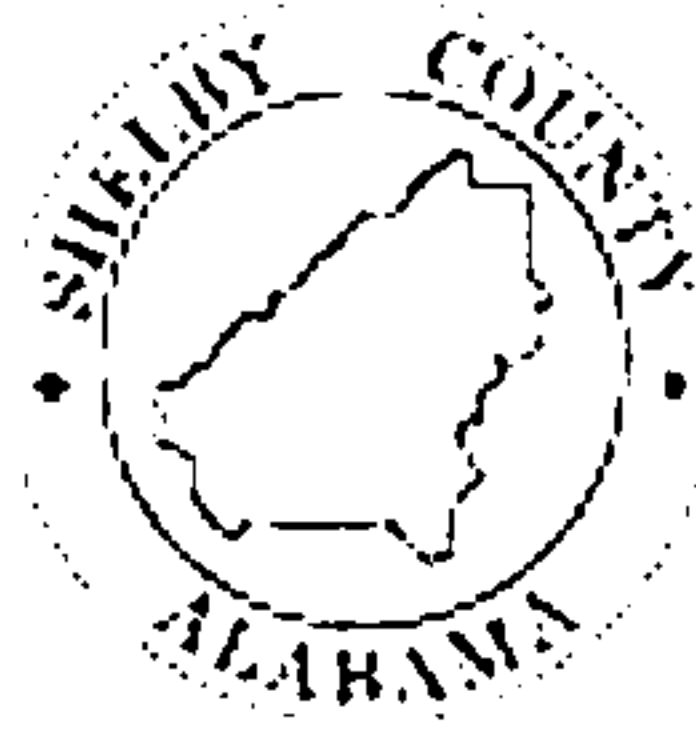
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Bonnie Lewis**, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 11<sup>th</sup> day of February, 2021.

this the 11<sup>th</sup> day of February, 2021.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 4/6/2022

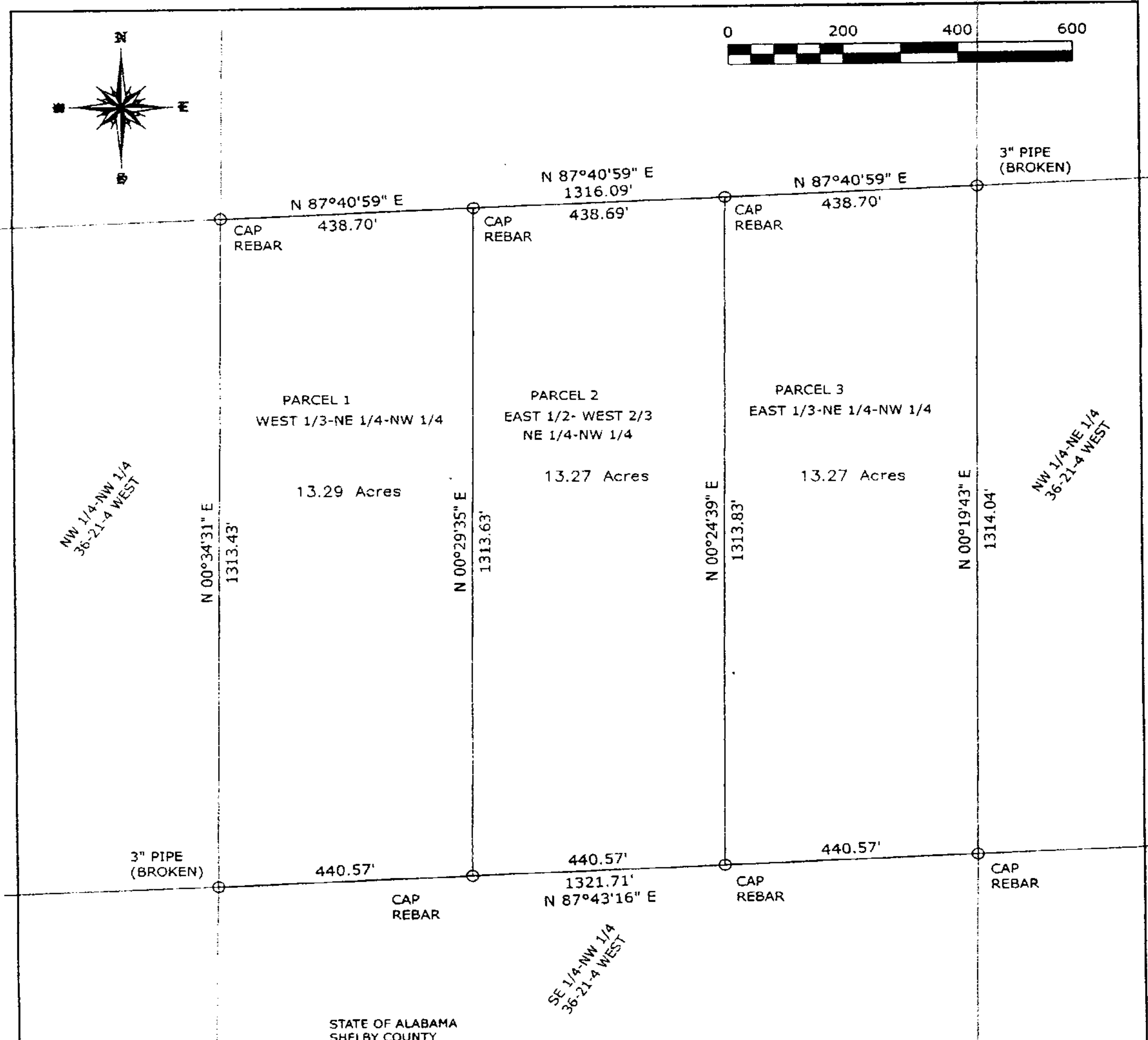




Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 02/17/2021 08:53:00 AM  
 \$37.00 CHARITY  
 20210217000077370

*Allen S. Bayl*

Exhibit "A"



STATE OF ALABAMA  
 SHELBY COUNTY

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING  
 HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS  
 OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA.  
 TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

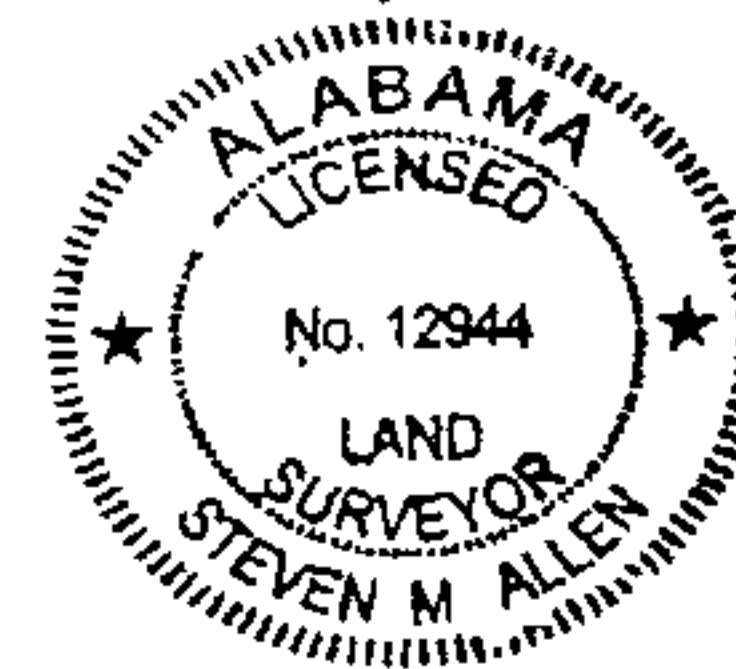
*[Signature]* 7-17-2020  
 S. M. ALLEN PLS NO 12944 DATED

DESCRIPTION

PARCEL 1  
 THE WEST 1/3 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 36  
 TOWNSHIP 21 SOUTH, RANGE 4 WEST, SHELBY COUNTY, ALABAMA.

PARCEL 2  
 THE EAST 1/2 OF THE WEST 2/3 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 36  
 TOWNSHIP 21 SOUTH, RANGE 4 WEST, SHELBY COUNTY, ALABAMA.

PARCEL 3  
 THE EAST 1/3 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 36  
 TOWNSHIP 21 SOUTH, RANGE 4 WEST, SHELBY COUNTY, ALABAMA.



Drawn by	SMA	REVISIONS	PROJECT	SPOT SURVEY	ALLSURV, LLC S.M. ALLEN PLS 12944 3574 HIGHWAY 117 SUITE 5 ALABASTER, AL 35007 205 662 4251
Date	7-16-2020		DATE OF FIELD SURVEY	7-16-20	
Survey No.	16062		BEARINGS ASSUMED	NORTH	
Checked by	SMA		CLOSURE	1:20000	