

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

PARTIAL RELEASE OF RIGHT OF FIRST REFUSAL

THIS PARTIAL RELEASE OF RIGHT OF FIRST REFUSAL is made and entered into as of the 1st day of JUNE, 2021 by **DANIEL COMMUNITIES, LLC**, a Delaware limited liability company ("**DC**"), in favor of **JONATHAN L WRIGHT** ("**Wright**").

RECITALS:

Pursuant to Access Easement Agreement and Right of First Refusal Agreement dated February 12, 1999 (the "**Agreement**") by and among Greystone Development Company, LLC, an Alabama limited liability company ("**GDC**"), Gilbert Family Partnership, Ltd., an Alabama limited partnership ("**Partnership**"), Roy W. Gilbert, Jr. and wife, Judith L. Gilbert ("**Gilbert**") and Roy W. Gilbert, III and wife, Sharon R. Gilbert which has been recorded as Instrument #1999-07167 in the Office of the Judge of Probate of Shelby County, Alabama, GDC was granted a right of first refusal (the "**Right of First Refusal**") to purchase any of the Gilbert Home Property or the Partnership B Property, as such terms are defined in the Agreement, to the extent Gilbert or the Partnership desire to sell any portion of said Gilbert Home Property or the Partnership B Property to any third party.

Pursuant to Assignment of Right of First Refusal dated August 4, 2015 (the "**Assignment**") between GDC and DC, GDC assigned to DC all of its rights with respect to the Agreement, including, without limitation, the Right of First Refusal. A copy of the Assignment is attached hereto as **Exhibit A** and incorporated herein by reference.

Gilbert has heretofore sold, transferred and conveyed to Wright that certain real property situated in Shelby County, Alabama which is more particularly described in **Exhibit B** attached hereto and incorporated herein by reference (the "**Property**"). The Property is subject to the Right of First Refusal set forth in the Agreement.

DC desires to waive and release all of its rights under the Agreement and its right to exercise the Right of First Refusal with respect to the Property.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DC does hereby waive and forever release its Right of First Refusal, as set forth in the Agreement, to purchase or acquire any portion of the Property.

IN WITNESS WHEREOF, DC has executed this Partial Release as of the day and year first above written.

DANIEL COMMERCIAL PROPERTIES, LLC,
a Delaware limited liability company

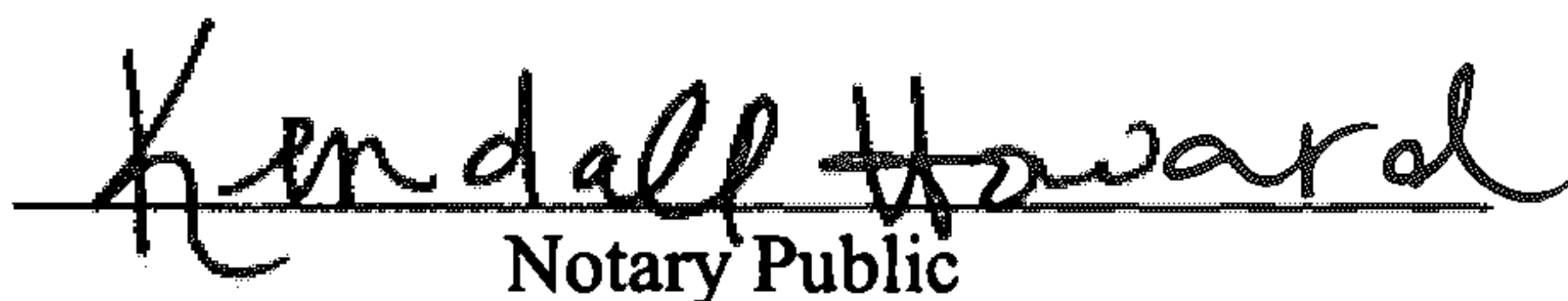
By: Daniel Communities Management Corp., an
Alabama corporation, Its Manager

By: 
Printed Name: John D. Gunderson
Title: President

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that John D. Gunderson, whose name as President of Daniel Communities Management Corp., an Alabama corporation, the Manager of **Daniel Commercial Properties, LLC**, a Delaware 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 the instrument, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as Manager of the aforesaid limited liability company.

Given under my hand and seal this 1st day of June, 2021.


Notary Public

[NOTARIAL SEAL]

My commission expires: 9/7/22

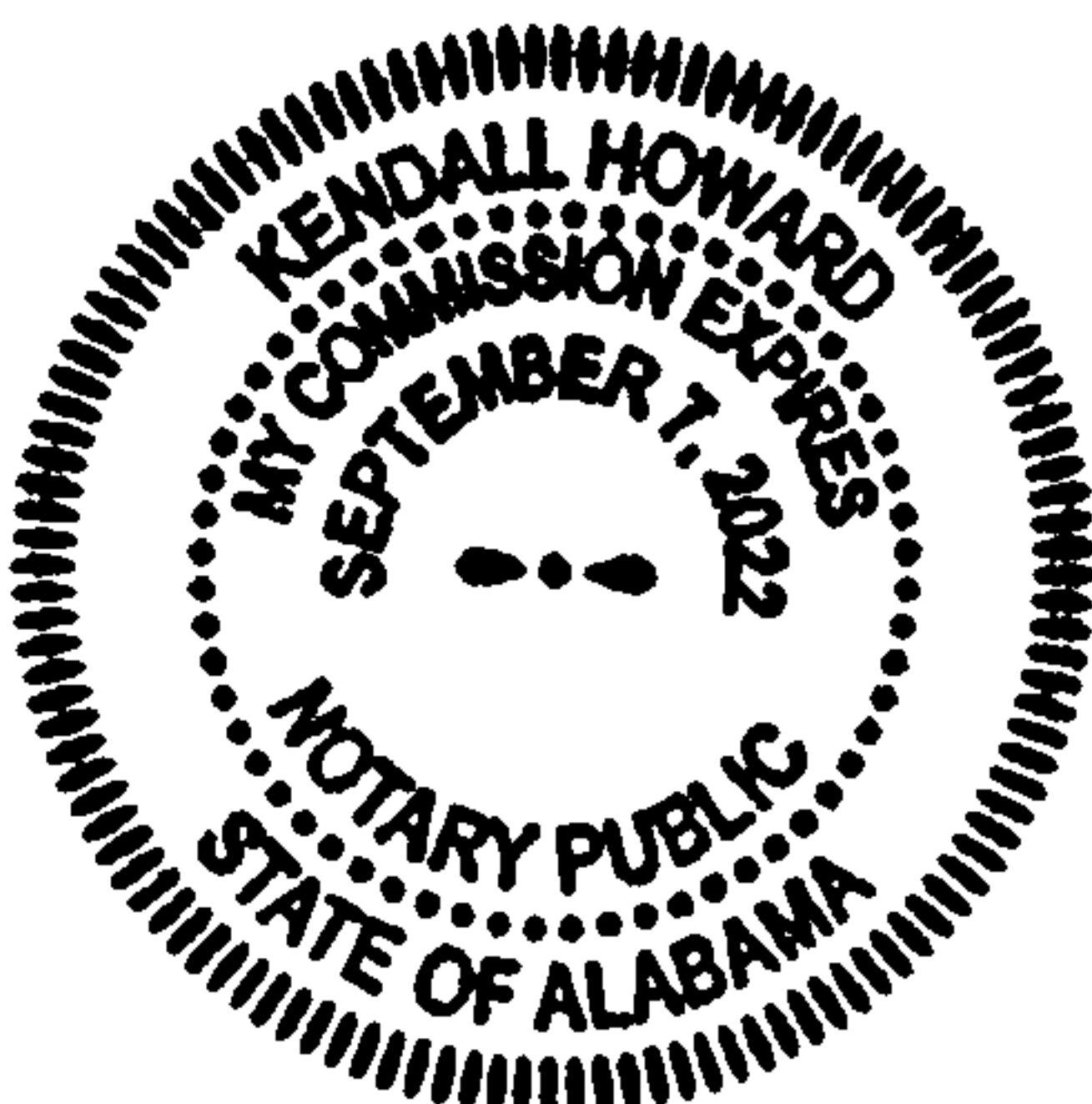


EXHIBIT A

Assignment

See Attached.

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

ASSIGNMENT OF RIGHT OF FIRST REFUSAL

THIS ASSIGNMENT OF RIGHT OF FIRST REFUSAL (this "Assignment") is made and entered into as of the 4th day of August, 2015 by and between **GREYSTONE DEVELOPMENT COMPANY, LLC**, an Alabama limited liability company ("GDC"), and **DANIEL COMMUNITIES, LLC**, a Delaware limited liability company ("DC").

RECITALS:

GDC, Gilbert Family Partnership, Ltd., an Alabama limited partnership (the "Partnership"), Roy W. Gilbert, Jr. and wife, Judith L. Gilbert (collectively, "Gilbert"), and Roy W. Gilbert, III and wife, Sharon R. Gilbert (collectively, "Gilbert III"), have heretofore entered into an Access Easement Agreement and Right of First Refusal Agreement dated February 12, 1999 (the "Agreement") which has been recorded as Instrument #1999-07167 in the Office of the Judge of Probate of Shelby County, Alabama.

Pursuant to Paragraph 6 of the Agreement, Gilbert and the Partnership granted to GDC a right of first refusal to purchase the Gilbert Home Property and/or the Partnership B Property, as such terms are defined in the Agreement, subject to and upon the terms and provisions set forth in Paragraph 6 of the Agreement (collectively, the "Right of First Refusal").

Paragraph 6 of the Agreement provides that GDC has the right to transfer and assign the Right of First Refusal to any person or entity which is owned or controlled by or under common control with the individuals who, as of the date of the Agreement, indirectly own all of the interests of GDC (the "Individual Owners"). As of the date hereof, the beneficial ownership of DC is under the same beneficial ownership of GDC and DC is owned or controlled by or under common control with the same indirect individual owners as the Individual Owners of GDC. Accordingly, GDC desires to transfer and assign to DC the Right of First Refusal.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals: The parties acknowledge and agree that all of the terms and provisions of the Recitals set forth above are true and correct as of the date hereof and are incorporated herein and made a part of this Assignment.
2. Assignment. GDC does hereby transfer, assign, set-over, deliver and convey to DC all of its right, title and interest, if any, in and to the Right of First Refusal. GDC represents

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and warrants that the Right of First Refusal is not currently pledged or encumbered and has not been previously transferred or assigned to any third party.

3. Assumption. DC, by execution of this Assignment, does hereby assume all of the obligations of GDC under Paragraph 6 of the Agreement relating to the Right of First Refusal.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first about written.

**GREYSTONE DEVELOPMENT COMPANY,
LLC, an Alabama limited liability company**

By: Daniel Realty Corporation, an Alabama
corporation, Its Manager


By: 
Printed Name: T. Charles Tickle
Title: Chairman

**DANIEL COMMUNITIES, LLC, a Delaware
limited liability company**

By: Tickle Investments, LLC, a Delaware limited
liability company, Its Sole Member

By: Daniel Investment Partners, LLC, a
Delaware limited liability company,
Its Sole Member

By: Daniel Management Corporation,
an Alabama corporation,
Its Manager

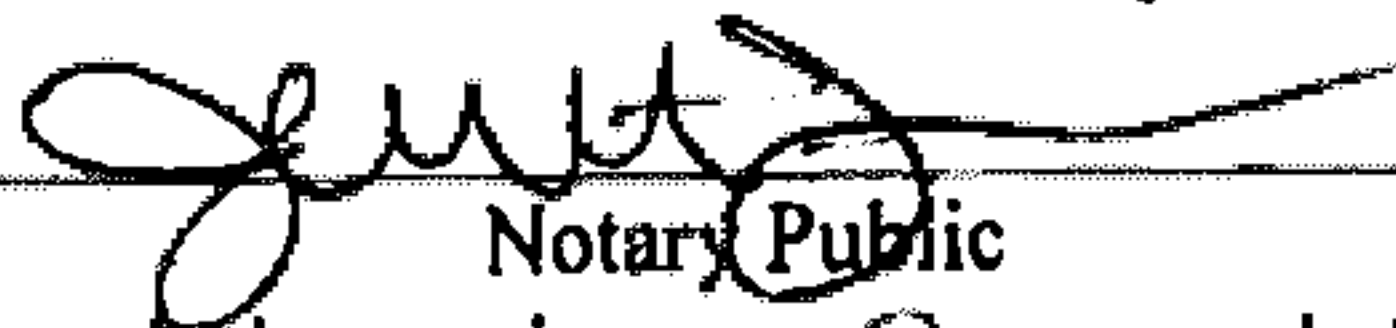
By: 
Printed Name: T. Charles Tickle
Title: Chairman

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that T. Charles Tickle, whose name as Chairman of Daniel Realty Corporation, an Alabama corporation, as Manager of GREYSTONE DEVELOPMENT COMPANY, 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 in its capacity as Manager of the aforesaid limited liability company.

Given under my hand and official seal this 4th day of August, 2015.

[NOTARIAL SEAL]



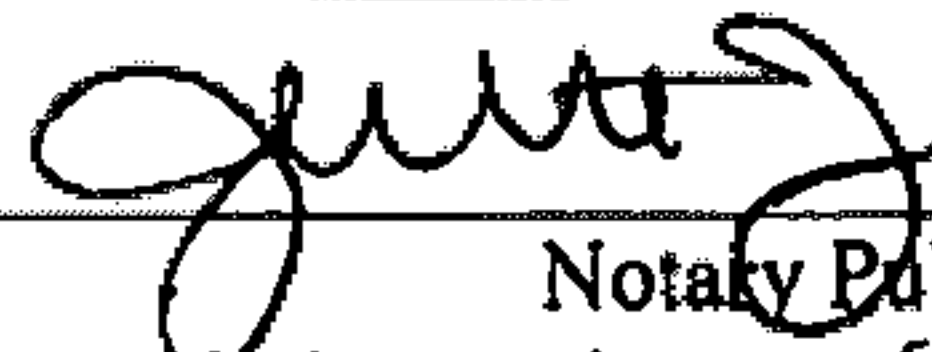
Notary Public
My commission expires: August 26, 2017

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that T. Charles Tickle, whose name as Chairman of Daniel Management Corporation, an Alabama corporation, as Manager of Daniel Investment Partners, LLC, a Delaware limited liability company, as Sole Member of Tickle Investments, LLC, a Delaware limited liability company, as Sole Member of DANIEL COMMUNITIES, LLC, a Delaware 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 in its capacity as Manager of the aforesaid limited liability company.

Given under my hand and official seal this 4th day of August, 2015.

[NOTARIAL SEAL]



Notary Public
My commission expires: August 26, 2017

This instrument prepared by:
Stephen R. Monk
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, AL 35203-2119
(205) 521-8000

EXHIBIT B

Legal Description of Property

Parcel I

Land to the North touching Legacy Drive

A parcel of land situated in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 21 and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 28, in Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 21, run North 01 degrees, 31 minutes, 32 seconds East along an assumed bearing and also along the east line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 97.91 feet to an iron pin found; thence run North 77 degrees 45 minutes 35 seconds West for a distance of 104.02 feet to an iron pin found; thence run North 39 degrees 37 minutes 23 seconds West for a distance of 121.41 feet to a PK nail found at the Point of Beginning; thence run South 32 degrees 53 minutes 00 seconds West for a distance of 426.15 feet to an iron pin found; thence run South 11 degrees 39 minutes 27 seconds East for a distance of 188.46 feet to an iron pin found; thence run North 82 degrees 47 minutes 06 seconds West for a distance of 36.11 feet to an iron pin set; thence run North 27 degrees 36 minutes 12 seconds West for a distance of 376.15 feet to an iron pin set on the South line of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 21; thence run North 16 degrees 49 minutes 52 seconds East for a distance of 83.81 feet to an iron pin set; thence run North 52 degrees 14 minutes 30 seconds West for a distance of 251.06 feet to a LDW iron pin found; thence run North 06 degrees 27 minutes 39 seconds West for a distance of 156.01 feet to a LDW iron pin found; thence run North 05 degrees 56 minutes 53 seconds East for a distance of 181.90 feet to a LDW iron pin found; thence run North 00 degrees 27 minutes 42 seconds West for a distance of 149.40 feet to a LDW iron pin found; thence run North 27 degrees 07 minutes 14 seconds West for a distance of 95.93 feet to a LDW iron pin found; thence run North 13 degrees 19 minutes 38 seconds West for a distance of 67.43 feet to a LDW iron pin found; thence run North 31 degrees 22 minutes 25 seconds East for a distance of 69.14 feet to an iron pin set on the Southeast Right-of-Way line of Legacy Drive in Greystone Legacy 1st. Sector as recorded in map book 26 on page 79A in the office of the Judge of Probate, Shelby County, Alabama said iron pin being on a curve to the left having a radius of 428.30 feet, a central angle of 08 degrees, 52 minutes, 29 seconds and a chord bearing of South 42 degrees 29 minutes 52 seconds East; thence run in a Southeasterly direction along said Right-of-Way and also along the arc of said curve for a distance of 66.34 feet to an iron pin found; thence run North 43 degrees 03 minutes 53 seconds East along said Right-of-Way for a distance of 20.00 feet to an iron pin set on a curve to the left having a radius of 408.30 feet, a central angle of 22 degrees, 23 minutes, 08 seconds and a chord bearing of South 58 degrees 07 minutes 41 seconds East; thence run in a Southeasterly direction along said Right-of-Way and also along the arc of said curve for a distance of 159.52 feet to an iron pin found; thence run South 18 degrees 53 minutes 55 seconds East for a distance of 187.01 feet to an iron pin found; thence run South 38 degrees 34 minutes 14 seconds East for a distance of 365.38 feet to an iron pin found; thence run South 39 degrees 37 minutes 24 seconds East for a distance of 187.20 feet to the Point of Beginning. Containing 7.336 acres, more or less.

Parcel II

Lots 1 & 2 less 2 acres

Lots 1 & 2, Gilbert Family Estates Subdivision, as recorded in Map Book 49 on Page 21 in the Office of the Judge of Probate, Shelby County, Alabama.

Less and Except the following parcel (herein referred to as the "Gilbert Parcel"):

A part said Lots 1 & 2 and situated in the NE ¼ of the NE ¼ of Section 28, in Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at an iron pin found at the Northwest corner of said Lot 2 also being the Northeast corner of said Lot 1; thence run South 20° 05' 38" West along the line between said Lots 1 & 2 for a distance of 35.77 feet to an iron pin set with SSI cap; thence run South 59° 11' 29" West for a distance of 57.84 feet to an iron pin set with SSI cap; thence run South 04° 53' 51" West for a distance of 72.00 feet to an iron pin set with SSI cap; thence run South 21° 30' 02" West for a distance of 126.10 feet to an iron pin set with SSI cap; thence run South 01° 33' 39" West for a distance of 65.12 feet to an iron pin found with SSI cap; thence run South 08° 57' 28" West for a distance of 35.64 feet to an iron pin set with SSI cap; thence run South 22° 35' 14" East for a distance of 82.93 feet to an iron pin set with SSI cap; thence run South 30° 08' 36" East for a distance of 90.00 feet to an iron pin set with SSI cap; thence run North 41° 26' 12" East for a distance of 284.83 feet to an iron pin set with SSI cap; thence run North 19° 55' 17" West for a distance of 98.90 feet to an iron pin set with SSI cap; thence run North 05° 08' 04" East for a distance of 185.16 feet to an iron pin Found with SSI cap on the North line of said Lot 2; thence run North 82° 47' 06" West along the said North line for a distance of 127.78 feet to the Point of Beginning. Said Less and Except containing 2.00 acres more or less.

Parcel III

Small Parcel South of the Lots 1 & 2

A parcel of land situated in the Southeast Quarter of the Northeast Quarter of Section 28, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a 3" capped iron locally accepted to be the Northwest corner of said Quarter-Quarter Section; thence run East along the North line of said Quarter-Quarter Section for a distance of 431.72 feet to the Northwest corner of Lot 6A in a resurvey of Lots 5 & 6 Greystone 8th Sector, Phase I, as recorded in Map Book 23 on Page 15 in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 155 degree, 17 minutes, 58 seconds and run in a Southwesterly direction along the Northwest line of said Lot 6A and Lot 7 in Greystone 8th Sector, Phase I, as recorded in Map Book 21 on Page 151 in the Office of the Judge of Probate, Shelby County, Alabama, for a distance of 237.64 feet to a point; thence turn an angle to the left of 35 degrees, 37 minutes, 31 seconds and run in a Southwesterly direction along the Northwest line of said Lot 7 for a distance of 68.34 feet to a point; thence turn an angle to the right of 101 degrees, 24 minutes, 44 seconds and run in a Northwesterly direction for a distance of 241.45 feet to the Point of Beginning. Said Parcel containing 29,522 Square feet, more or less.

Parcel IV

“Acreage Lot” of Bishop’s Court Survey, as recorded in Map Book 28 on Page 8 in the Office of the Judge of Probate, Shelby County, Alabama.

PARCELS I, II, III AND IV ARE CONVEYED SUBJECT TO a thirty (30) foot wide perpetual easement for ingress, egress and utilities which shall run with and bind the land, for the benefit of the above excepted and described Gilbert Parcel and the owners, occupants, guests and invitees thereof, described as follows:

A 30 foot wide easement for ingress and egress situated in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 21 and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 28, in Township 18 South, Range 1 West, Shelby County, Alabama, lying 15 either side of a centerline being more particularly described as follows:

Commence at the Southeast corner of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 21, run North 01 degrees, 31 minutes, 32 seconds East along an assumed bearing and also along the east line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 97.91 feet to an iron pin found; thence run North 77 degrees 45 minutes 35 seconds West for a distance of 104.02 feet to an iron pin found; thence run North 39 degrees 37 minutes 23 seconds West for a distance of 121.41 feet to a PK nail found; thence run South 32 degrees 53 minutes 00 seconds West for a distance of 426.15 feet to an iron pin found; thence run South 33 degrees 20 minutes 44 seconds East for a distance of 234.73 feet to an iron pin found; thence run North 82 degrees 47 minutes 06 seconds West for a distance of 127.78 feet to an iron pin set; thence run North 27 degrees 36 minutes 12 seconds West for a distance of 363.84 feet to the Point of Beginning of the centerline of said easement; thence run North 26 degrees 42 minutes 06 seconds East along said centerline for a distance of 49.71 feet to a point on a curve to the left having a central angle of 76 degrees 13 minutes 00 seconds, a radius of 78.30 feet, and a chord bearing of North 11 degrees 24 minutes 24 seconds West; thence run in a Northwesterly direction along said centerline and also along the arc of said curve for a distance of 104.16 feet to a point; thence run North 49 degrees 30 minutes 54 seconds West along said centerline for a distance of 108.81 feet to a point; thence run North 58 degrees 11 minutes 07 seconds West along said centerline for a distance of 111.73 feet to a point; thence run North 53 degrees 36 minutes 54 seconds West along said center line for a distance of 48.80 feet to a point; thence run North 03 degrees 23 minutes 01 seconds West along said center line for a distance of 102.62 feet to a point; thence run North 06 degrees 41 minutes 49 seconds East along said center line for a distance of 179.39 feet to a point; thence run North 02 degrees 28 minutes 18 seconds East along said center line for a distance of 72.79 feet to a point; thence run North 03 degrees 53 minutes 19 seconds West along said center line for a distance of 72.71 feet to a point; thence run North 24 degrees 22 minutes 40 seconds West along said centerline for a distance of 128.60 feet to a point on a curve to the right having a central angle of 59 degrees 47 minutes 45 seconds, a radius of 106.88 feet, and a chord bearing of North 13 degrees 42 minutes 28 seconds East; thence run in a Northeasterly direction a tong said centerline and also along the arc of said curve for a distance of 111.54 feet to a point; thence run North 47 degrees 22 minutes 28 seconds East along said centerline for a distance of 24.23 feet more or less to the Southeast Right-of-Way line of Legacy Drive in Greystone Legacy 1st Sector as recorded in Map Book 26 on Page 79A in the Office of the Judge of Probate, Shelby County, Alabama and the end of said easement.

PARCELS I, II, III AND IV ARE ALSO CONVEYED SUBJECT TO a 30 foot wide easement for ingress, egress and utilities situated in the NE ¼ of the NE ¼ of Section 28, in Township 18 South, Range 1 West, Shelby County, Alabama, being 15 feet either side of the centerline of the easement dedicated and shown in Lots 1 and 2, Gilbert Family Estates Subdivision, as recorded in Map Book 49 on Page 21 in the Office of the Judge of Probate, Shelby County, Alabama.

PARCELS I, II, III AND IV ARE ALSO CONVEYED SUBJECT TO easements for any utilities which currently extend across any one or more of Parcels I, II, III, and IV, and which serve or connect to the Gilbert Parcel, which shall be 15 feet in width and shall extend 7 ½ feet on either side of the line of any such utility, as presently constructed, for the benefit of the above excepted and described Gilbert Parcel and the owners, occupants, guests and invitees thereof, which easements shall be perpetual and shall bind and run with the land.

PARCELS I, II, III AND IV ARE ALSO CONVEYED LESS AND EXCEPT AND DO NOT INCLUDE any portion of the Ingress-Egress Easement dedicated pursuant to the record map of Lots 1 & 2, Gilbert Family Estates Subdivision, as recorded in Map Book 49, Page 21, in the Office of the Judge of Probate of Shelby County, Alabama, which extends outside of the boundaries of the lands included within the description of Parcels I, II, III, and IV, as described hereinabove; and Grantee shall have no right or interest with respect to that portion of said Ingress-Egress Easement.

(Being the same real property described in that certain Corrective Statutory Warranty Deed dated May 18, 2021 from Roy W. Gilbert, Jr. and Judith L. Gilbert to Jonathan L. Wright and recorded as Instrument 20210519000246570 in the Office of the Judge of Probate of Shelby County, Alabama.)



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/01/2021 01:19:04 PM
\$52.00 JOANN
20210601000265920

Allen S. Bayl