

## RIGHT OF FIRST REFUSAL

This AGREEMENT is made by and between Laura H. Grills and her husband Robert M. Grills (hereafter "Grantor") and C.T. Fitzpatrick and assigns ("Grantee") on this 5th day of November 2021.

Grantor is the owner of real property located in Shelby County, Alabama described as:

**Lots 1 and 2 of Laura Grills Family Subdivision, according to the Map thereof recorded at Map Book 41, Page 44, in the Office of the Judge of Probate of Shelby County, Alabama together with a sixty-foot wide easement for ingress, egress and utilities, the centerline of which is described on Exhibit "A" attached hereto (hereafter "Grills Property").**

Grantee is considering purchasing a larger tract of real property from Wood Farms, LLC legally described on Exhibit "B" attached hereto (hereafter "Wood Farms Property"). The Grills Property lies entirely within the larger boundaries of the Wood Farms Property as shown on the land survey attached hereto as Exhibit "C." As potential owner of the Wood Farms Property, Grantee desires to have a Right of First Refusal to purchase the Grills Property and Grantor has agreed.

Therefore, the terms of the Right of First Refusal follow:

In consideration of the payment of Fifty Thousand Dollars and no/100 (\$50,000.00) and other good and valuable consideration by Grantee to Grantor, the receipt of which is hereby acknowledged, the parties agree as follows:

1. *Right of first refusal.* Grantor grants to Grantee a right of first refusal for the purchase of the Grills Property. Grantor and Grantee agree that if Grantor receives a bona fide offer from a third party for the purchase of the Grills Property, which offer Grantor is willing to accept, Grantor will give Grantee written notice thereof, and will send Grantee a copy of the proposed contract of sale to such third party. Grantee shall have the right for 15 working days after the receipt of such notice to enter into a contract for the sale of the Grills Property at the same price and on the same terms as contained in the proposed contract of sale to the third party, which right of Grantee shall be paramount to the rights of the third party. If Grantee fails to exercise any such preemptive right within the time herein specified, Grantor shall be at liberty to enter into a contract for the sale of the Grills Property with the third party at the same price and on the same terms as contained in the proposed contract of sale sent to Grantee. Grantor will not subdivide the Grills Property nor sell only a portion of the property.

2. *Term of right of first refusal.* This right of first refusal shall continue in effect until the earliest to occur of: the conveyance of the Grills Property in fee simple, subject to liens, encumbrances and matters of record, to a third party or to Grantee pursuant to the right of first refusal described above.

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3. *Grantor's right to encumber and lease.* Notwithstanding anything to the contrary contained in this Agreement, Grantor shall have the right during the term of this Right of First Refusal to mortgage Wood Farms Property. However, Grantor agrees not to lease or otherwise encumber the Wood Farms Property during the term of this Right of First Refusal.

4. *Assignment by Grantee.* Grantee may assign its rights under this Right of First Refusal Agreement to any subsequent owner of the Wood Farms Property.

5. *Recording.* This Agreement shall be executed in recordable form and recorded at Grantee's expense in the Office of the Judge of Probate of Shelby County, Alabama.

6. *Contingent Upon Purchase of Wood Farms Property.* This Agreement shall be contingent upon Grantee closing on the Purchase of the Wood Farms Property.

7. *Consideration.* The monetary consideration given by Grantee to Grantor by this Agreement is in exchange solely for the Right of First Refusal as described herein and shall not be applied to the purchase price should Grantee exercise that Right.

8. *Binding effect.* Grantor will not transfer any ownership interest in the Grills Property to a third party, related party or otherwise without complying with the terms of this Right of First Refusal. In the event ownership of the Grills Property is transferred due to the death of Grantor, the parties acknowledge and agree that any such transfer shall be made subject to the terms of this Right of First Refusal.

9. *Headings.* Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

10. *Governing law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

11. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

12. *Entire agreement.* This Agreement supersedes all prior agreements between the parties with regard to the subject matter hereof, and there are no other understandings or agreements between them. This Agreement can only be modified by a written instrument signed by both Grantor and Grantee.

13. *Notices and correspondence.* All notices and correspondence shall be sent by certified mail, return receipt requested; e-mail; and phone/text to the parties hereto at the following contact information: lauragrills@bellsouth.net

If to Grantor, to: Laura H. Grills and Robert M. Grills

text 205-283-6222

1099 MYSTIC VALLEY VIEW  
STERNETT AL 35147

If to Grantee, to: C.T. Fitzpatrick  
2801 HWY 280 S  
Suite 300  
Birmingham, AL 35223  
[ct@vulcanvaluepartners.com](mailto:ct@vulcanvaluepartners.com)  
[ssuttles@vulcanvaluepartners.com](mailto:ssuttles@vulcanvaluepartners.com)  
256-506-5838  
205-789-6199

Either party may change the above address by sending a certified letter, return receipt requested, to the other party setting forth such changed address.

THE UNDERSIGNED ACKNOWLEDGE A THOROUGH UNDERSTANDING  
OF THE TERMS OF THIS INSTRUMENT AND AGREE TO BE BOUND THEREBY:

Grantor

By: Laura H. Grills (Seal)

Laura H. Grills

By: Robert M. Grills (Seal)

Robert M. Grills

Grantee

By: C.T. Fitzpatrick (Seal)

C.T. Fitzpatrick

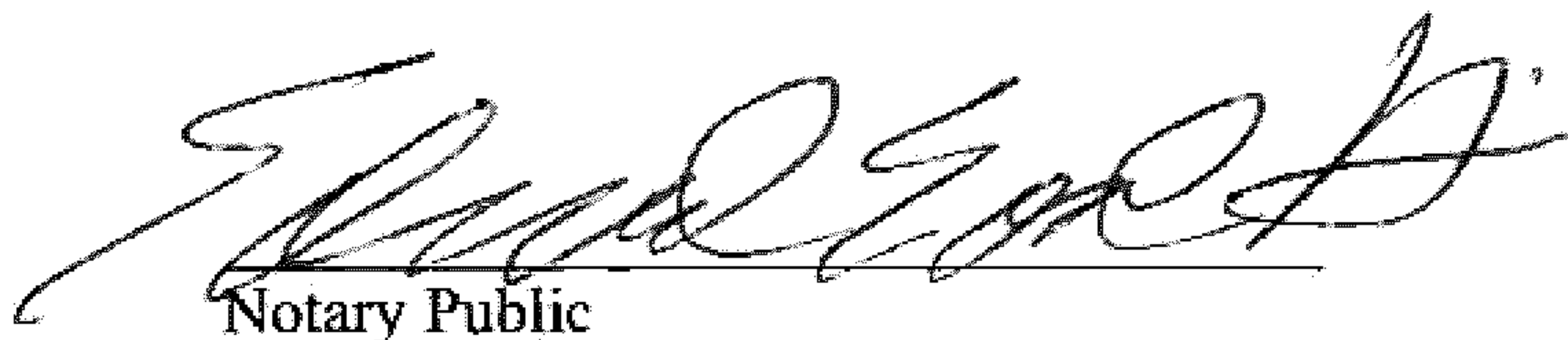
STATE OF ALABAMA

COUNTY OF JEFFERSON )

ROBERT M. GRILLS

Personally appeared before me, LAURA H. GRILLS, the undersigned, a Notary Public in and for said County and State, the within named Laura H. Grills and Robert M. Grills, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that they voluntarily executed the within instrument for the purposes therein contained.

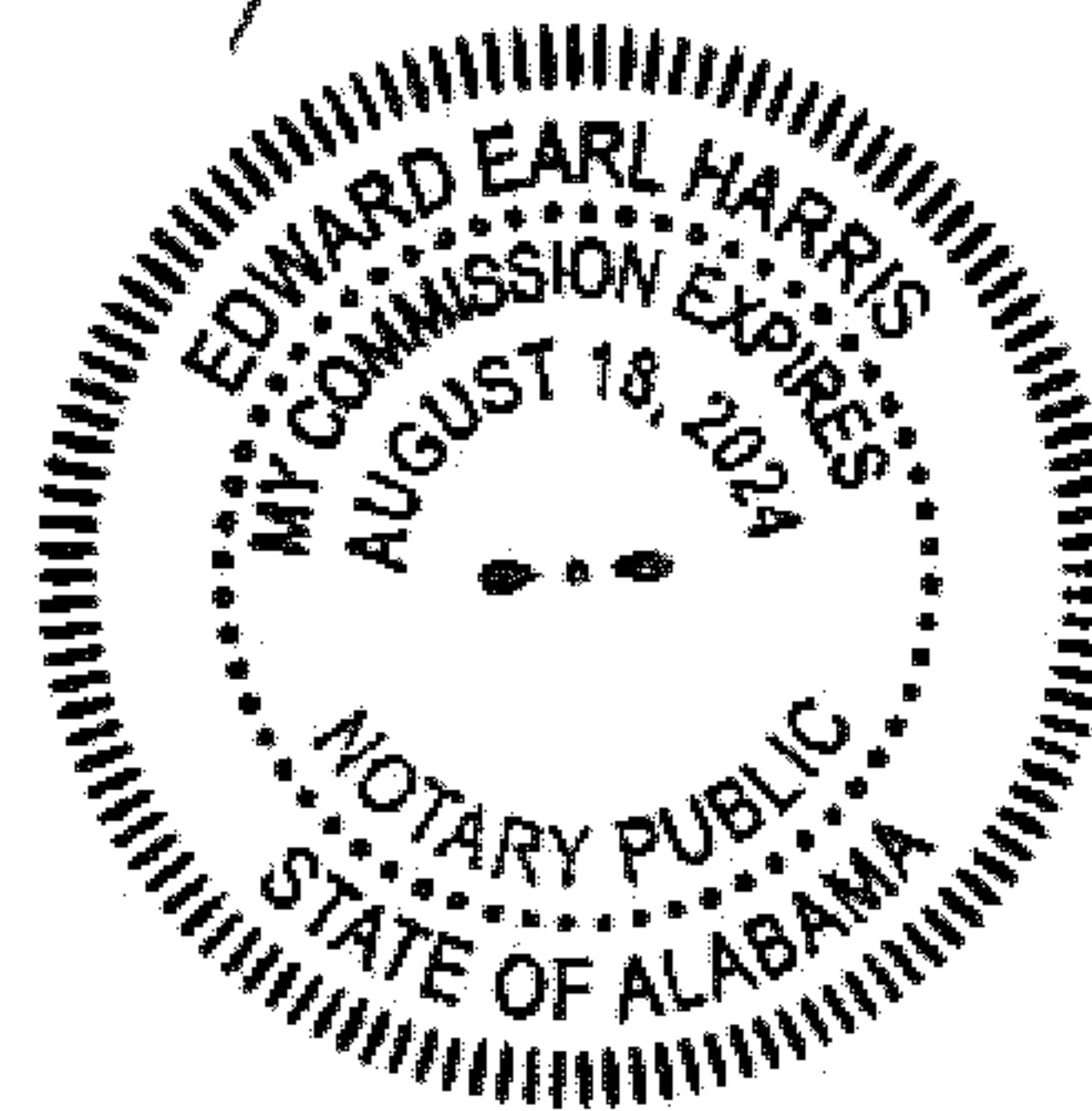
WITNESS my hand and seal at office in BIRMINGHAM Alabama, on this the \_\_\_ day of November, 2021.



Notary Public

My Commission Expires:

AUGUST 18, 2024






STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

Personally appeared before me, C.T. FITZPATRICK, the undersigned, a Notary Public in and for said County and State, the within named C.T. Fitzpatrick, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he voluntarily executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office in BIRMINGHAM Alabama, on this the 15 day of November, 2021.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:  
\_\_\_\_\_

THERESA DAVIS Notary Public, Alabama State At Large My Commission Expires Nov 6, 2024
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Exhibit "A"

Commence at an iron pin in a rock pile that is presently marking the Northwest corner of said Section 27; thence S89°37'15"E, along and with the North line of said Section 27, 1462.60 feet to the point of beginning of the centerline of an ingress, egress & utility easement, sixty feet in width, lying thirty feet on each side of the following described centerline: thence S1°24'16"E, leaving said North line, 116.72 feet to the beginning of a curve to the left, said curve having a central angle of 15°18'03", a radius of 450.00 feet and a chord of 119.82 feet which bears S9°03'17"E; thence along and with the arc of said curve 120.17 feet to a point; thence S16°42'19"E 188.11 feet to the beginning of a curve to the right, said curve having a central angle of 32°51'54", a radius of 200.00 feet and a chord of 113.15 feet which bears S0°16'22"E; thence along and with the arc of said curve 114.72 feet to a point; thence S16°09'35"W 119.18 feet to the beginning of a curve to the left, said curve having a central angle of 2°05'46", a radius of 1000.00 feet and a chord of 36.58 feet which bears S15°06'42"W; thence along and with the arc of said curve 36.58 feet to a point; thence S14°03'49"W 120.65 feet to the beginning of a curve to the right, said curve having a central angle of 9°04'37", a radius of 250.00 feet and a chord of 39.56 feet which bears S18°36'08"W; thence along and with the arc of said curve 39.61 feet to a point; thence S23°08'26"W 212.55 feet to the beginning of a curve to the left, said curve having a central angle of 124°32'43", a radius of 40.00 feet and a chord of 70.81 feet which bears S39°07'56"E; thence along and with the arc of said curve 86.95 feet to a point; thence N78°35'43"E 416.89 feet to a point; thence S6°05'42"W 93.97 feet to the beginning of a curve to the right, said curve having a central angle of 8°58'06", a radius of 250.00 feet and a chord of 39.09 feet which bears S10°34'45"W; thence along and with the arc of said curve 39.13 feet to a point; thence S15°03'48"W 63.06 feet to the beginning of a curve to the right, said curve having a central angle of 6°56'11", a radius of 250.00 feet and a chord of 30.25 feet which bears S18°31'53"W; thence along and with the arc of said curve 30.27 feet to a point; thence S21°59'59"W 168.88 feet to the beginning of a curve to the left, said curve having a central angle of 3°31'37", a radius of 1000.00 feet and a chord of 61.55 feet which bears S20°14'10"W; thence along and with the arc of said curve 61.56 feet to a point; thence S18°28'22"W 177.04 feet to the beginning of a curve to the right, said curve having a central angle of 10°31'16", a radius of 500.00 feet and a chord of 91.69 feet which bears S23°44'00"W; thence along and with the arc of said curve 91.81 feet to a point; thence S28°59'38"W 288.92 feet to the beginning of a curve to the right, said curve having a central angle of 29°15'06", a radius of 550.00 feet and a chord of 277.76 feet which bears S43°37'11"W; thence along and with the arc of said curve 280.80 feet to a point; thence S58°14'44"W 96.41 feet to the beginning of a curve to the left, said curve having a central angle of 30°19'33", a radius of 150.00 feet and a chord of 78.47 feet which bears S43°04'57"W; thence along and with the arc of said curve 79.39 feet to the beginning of a curve to the left, said curve having a central angle of 21°29'55", a radius of 500.00 feet and a chord of 186.51 feet which bears S17°10'13"W; thence along and with the arc of said curve 187.61 feet to a point; thence S6°25'16"W 46.80 feet to the beginning of a curve to right, said curve having a central angle of 17°13'06", a radius of 600.00 feet and a chord of 179.63 feet which bears S15°01'49"W; thence along and with the arc of said curve 180.31 feet to the point of ending of said centerline and said easement. The sidelines of said easement shall be lengthened or shortened at the point of beginning to coincide with a bearing of S89°37'15"E.



PARCEL I:

A parcel of land situated in Section 27 and the Northeast Quarter of Section 28, all in Township 18 South, Range 1 East, Shelby County, Alabama:

Commence at a 1/2" rebar in place being the Southeast corner of Section 27, Township 18 South, Range 1 East, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed South 88° 54' 25" West along the South boundary of said Section 27 for a distance of 5250.45 feet to the Southwest corner of said Section 27; thence proceed North 89° 35' 38" West along the South boundary of Section 28, Township 18 South, Range 1 East for a distance of 2659.65 feet to a 1" pipe in place, said point being the Southwest corner of the Southwest one-fourth of the Southeast one-fourth of said Section 28; thence proceed North 00° 10' 47" East along the West boundary of said quarter-quarter section for a distance of 1334.45 feet to a 1" pipe in place being the Northwest corner of said quarter-quarter section; thence proceed South 89° 35' 38" East for a distance of 361.50 feet (set 1/2" rebar CA-0114-LS); thence proceed North 00° 18' 36" West for a distance of 361.50 feet (set 1/2" rebar CA-0114-LS); thence proceed North 89° 35' 38" West for a distance of 361.50 feet (set 1/2" rebar CA-0114-LS) to a point on the West boundary of the Northwest one-fourth of the Southeast one-fourth of said Section 28; thence proceed North 00° 18' 36" West along the West boundary of the Northwest one-fourth of the Southeast one-fourth and along the Southwest one-fourth of the Northeast one-fourth for a distance of 2461.25 feet to a 1/2" pipe in place being the Southwest corner of the Northwest one-fourth of the Northeast one-fourth; thence proceed North 00° 30' 31" West for a distance of 1296.34 feet to a 1" pipe in place being the Northwest corner of the Northwest one-fourth of the Northeast one-fourth of said Section 28; thence proceed North 88° 57' 17" East along the North boundary of said quarter-quarter section for a distance of 332.26 feet to a 1/2" rebar in place; thence proceed North 88° 40' 05" East along the North boundary of said quarter-quarter Section for a distance of 1001.94 feet to a 1/2" rebar in place being the Northwest corner of the Northeast one-fourth of the Northeast one-fourth; thence proceed South 80° 24' 18" East along the North boundary of said quarter-quarter section for a distance of 1267.48 feet to a 1/2" rebar in place said point being the Northeast corner of said Section 28; thence proceed North 89° 51' 12" East along the North boundary of the Northwest one-fourth of the Northwest one-fourth of said Section 27, Township 18 South, Range 1 East for a distance of 1321.65 feet to a 1/2" rebar in place, said point being the Northeast corner of said quarter-quarter Section; thence proceed South 01° 56' 31" East along the East boundary of said quarter-quarter section for a distance of 116.72 feet (set 1/2" rebar CA-0114-LS); thence

proceed North 89° 49' 31" East for a distance of 300.03 feet (set 1/2" rebar CA-0114-LS); thence proceed North 01° 57' 29" West for a distance of 116.72 feet (set 1/2" rebar CA-0114-LS), said point being located on the North boundary of said Section 27; thence proceed North 89° 49' 32" East along the North boundary of said Section for a distance of 2110.75 feet to a 1/2" rebar in place; thence proceed South 00° 37' 06" East for a distance of 802.40 feet to a 1/2" rebar in place; thence proceed South 45° 27' 34" East for a distance of 283.69 feet to a 1/2" rebar in place, said point being located on the East boundary of the Northwest one-fourth of the Northeast one-fourth of said Section 27; thence proceed South 00° 37' 19" East along the East boundary of the Northwest one-fourth of the Northeast one-fourth and along the East boundary of the Southwest one-fourth of the Northeast one-fourth for a distance of 1207.04 feet to a capped rebar in place; thence proceed North 59° 48' 58" East for a distance of 648.44 feet to a capped rebar in place; thence proceed North 51° 04' 09" East for a distance of 613.78 feet to a 1/2" rebar in place; thence proceed South 00° 38' 25" East for a distance of 873.63 feet to a 1/2" rebar in place; thence proceed North 89° 21' 54" East for a distance of 311.99 feet to a 1/2" rebar in place being located on the East boundary of the Southeast one-fourth of the Northeast one-fourth; thence proceed South 00° 38' 54" East along the East boundary of said quarter-quarter section for a distance of 234.08 feet to a drill bit in place; thence proceed South 00° 38' 46" East along the East boundary of the Northeast one-fourth of the Southeast one-fourth and along the East boundary of the Southeast one-fourth of the Southeast one-fourth for a distance of 2600.32 feet to the point of beginning.

LESS AND EXCEPT:

The Southeast Quarter of Section 28, Township 18 South, Range 1 East, Shelby County, Alabama.

ALSO LESS AND EXCEPT:

Lot 1, according to the survey of Laura Grills Family Subdivision, as recorded in Map Book 41, Page 45, in the Probate Office of Shelby County, Alabama.

PARCEL II:

The Southeast Quarter of Section 28, Township 18 South, Range 1 East, Shelby County, Alabama.

Exhibit "B" continued

LESS AND EXCEPT:

Commence at a 1" pipe in place being the Southwest corner of the Northwest one-fourth of the Southeast one-fourth of Section 28, Township 18 South, Range 1 East, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed North 00° 18' 36" West along the West boundary of said quarter-quarter section for a distance of 361.50 feet to a 1/2" rebar in place; thence proceed South 89° 35' 38" East for a distance of 361.50 feet to a 1/2" rebar in place; thence proceed South 00° 18' 36" East for a distance of 361.50 feet to a 1/2" rebar in place, said point being located on the South boundary of said quarter-quarter section; thence proceed North 89° 35' 38" West along the Southerly boundary of said quarter-quarter section for a distance of 361.50 feet to the point of beginning.

The above described land is located in the Northwest one-fourth of the Southeast one-fourth of Section 28, Township 18 South, Range 1 East, Shelby County, Alabama.

PARCEL III:

Rights obtained that constitute an interest in real estate as reserved in the certain General Warranty Deed by Robert M. Grills to Laura H. Grills, dated July 22, 2009, filed July 27, 2009 and recorded in Instrument Number 20090727000287180, in the Probate Office of Jefferson County, Alabama.

Together with rights obtained that constitute an interest in real estate under that certain Easement for Ingress and Egress and Public Utilities by and between, Jesse E. Miller, Jr., Charitable Unitrust, Anderson J. Locklin, Hilda K. Booth, Bryan M. Hasafer, Carroll Gardner, Jr. and Robert Mickey Grills, filed June 5, 1992 and recorded in Inst. # 1992-10391.

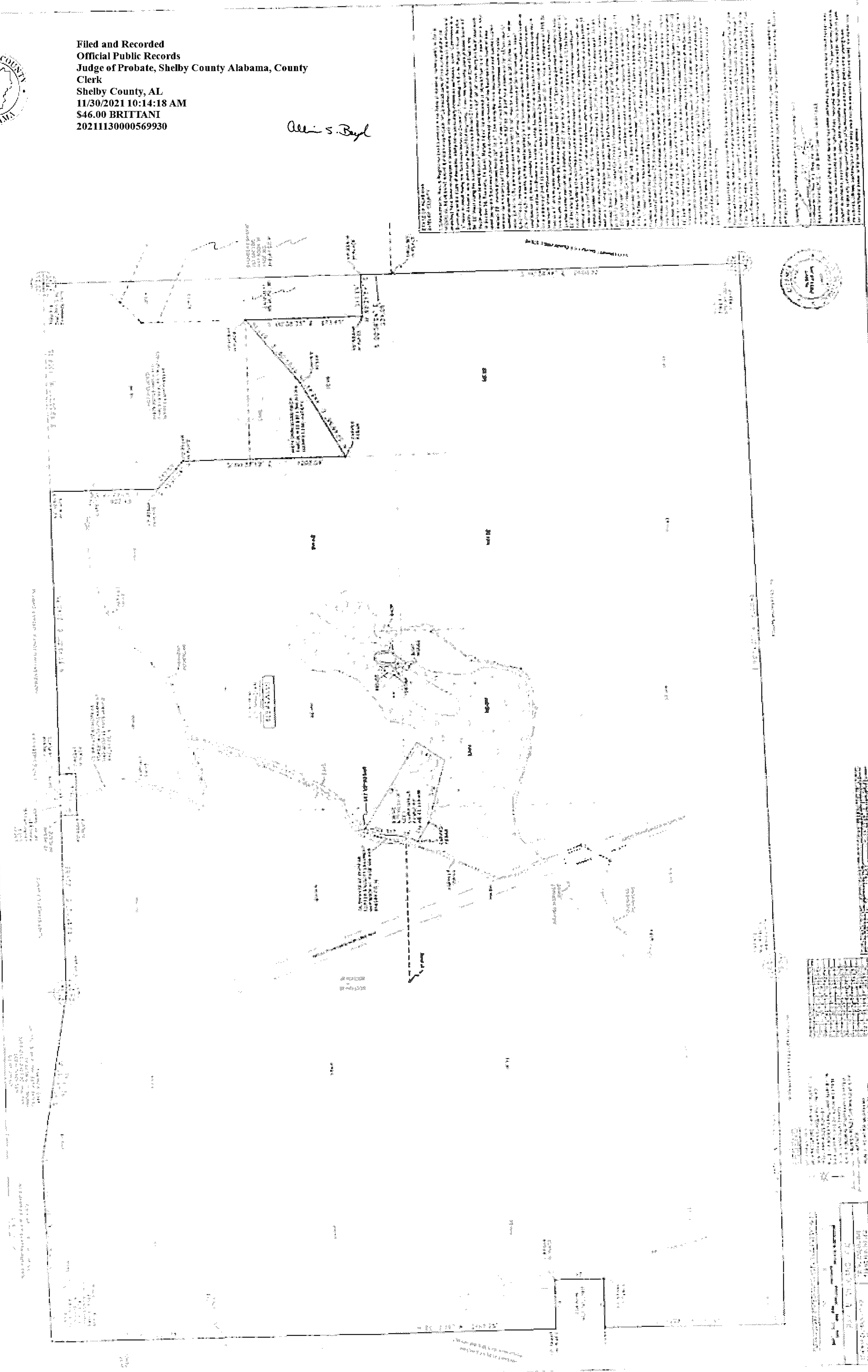




Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
11/30/2021 10:14:18 AM  
\$46.00 BRITTANI  
20211130000569930

*Allen S. Boyd*

Exhibit "C"



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Shelby County, Alabama  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
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