

State of Alabama

County of Shelby

RIGHT OF FIRST REFUSAL

This AGREEMENT is made by and between Elite Acquisitions, LLC, an Alabama Limited Liability Company (hereafter "Grantor") and Ethan T. Ott and Sydney Z. Ott ("Grantee") on this 29th day of February, 2024.

Grantor has today conveyed to Grantee the real property located in Shelby County, Alabama (hereafter "Ott Property") described as:

Commence at the Northeast corner of the NE 1/4 of the SW 1/4, Section 16, Township 19 South, Range 1 West; thence run South along the East line of said 1/4-1/4 Section a distance of 245.50 feet to the point of beginning; thence turn an angle of 73° 53' 51" to the left and run a distance of 63.76 feet; thence turn an angle of 25° 50' 00" to the right and run a distance of 213.44 feet; thence turn an angle of 99° 11' 38" to the right and run a distance of 352.21 feet; thence turn an angle of 87° 13' 22" to the right and run a distance of 269.86 feet; thence turn an angle of 63° 53' 00" to the right and run a distance of 158.80 feet; thence turn an angle of 40° 12' 00" to the right and run a distance of 102.41 feet; thence turn an angle of 44° 25' to the right and run a distance of 72.37 feet to the point of beginning.

Together with an Easement for Ingress and Egress described as follows:

A road easement 15 feet either side of a center line described as: Commence at the Northeast corner of the NE 1/4 of the SW 1/4, Section 16, Township 18 South, Range 1 West; thence run South along the East line of said 1/4-1/4 Section a distance of 245.50 feet; thence turn an angle of 106° 06' 09" to the right and run a distance of 72.37 feet; thence turn an angle of 44° 25' to the left. and run a distance of 15.36 feet to the point of beginning of the road easement; thence turn an angle of 74° 13' 00" to the right and run a distance of 124.49 feet; thence turn an angle of 28° 00' 48" to the left and run a distance of 112.67 feet; thence turn an angle of 15° 36' 00" to the left and run a distance of 173.15 feet; thence turn an angle of 25° 56' 00" to the right and a distance of 148.60 feet to a point on Shelby County Highway # 41 and the point of ending.

The real estate sales contract giving rise to the above conveyance further required that Grantor grant to Grantee a Right of First Refusal for additional properties that Grantor owns and which are described on the Exhibit "A" attached hereto as Parcel 1, Parcel 2 and Parcel 3 (hereafter "Grantor Properties"). In accordance with the terms of the real estate sales contract, Grantor enters into this agreement with Grantee as defined hereafter.

The terms of the Right of First Refusal follow:

In consideration of completing the purchase of the Ott Property by Grantee from Grantor, Grantor and Grantee agree as follows:

1. *Right of first refusal.* Grantor grants to Grantee a right of first refusal for the purchase of the Grantor Properties. Grantor and Grantee agree that if Grantor receives a bona fide offer from a third party for the purchase of any or all of the three Grantor Properties, 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 5 working days after the receipt of such notice to enter into a contract for the purchase of such parcel(s) of Grantor 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 such parcel(s) of Grantor 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 Grantor Properties nor sell only a portion of the Grantor Properties.

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 all of the Grantor Properties 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.

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, lease or otherwise encumber the Grantor Properties as Grantor sees fit. However, Grantor agrees to give Grantee advanced notice prior to entering into any lease agreement for a period of one year or more for any of the three parcels of Grantor Property.

4. *Assignment by Grantee.* Grantee may assign its rights under this Right of First Refusal Agreement to any subsequent owner of the Ott Property, or any portion thereof, which Grantee this day acquired from Grantor.

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

6. *Binding effect.* Grantor will not transfer any ownership interest in the Grantor Properties 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 Grantor Properties 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.

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

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

9. *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.

10. *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.

11. *Notices and correspondence.* All notices and correspondence shall be sent by certified mail, return receipt requested, to the parties hereto at the following addresses:

If to Grantor, to: Elite Acquisitions, LLC
1406 Highland Lakes Trail
Birmingham, Alabama 35242

If to Grantee, to: Ethan T. Ott and Sydney Z. Ott
1101 Dunnavant Valley Road
Birmingham, Alabama 35242

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

**Elite Acquisitions, LLC, an Alabama Limited
Liability Company**

By:  (Seal)

Justin Jones Family, LLC, Member

By: Justin Jones,

Sole Member of Justin Jones Family, LLC

By: Kristin Martin (Seal)

Marian Homes, LLC, Member

By: Kristin L. Martin,

Sole Member of Marian Homes, LLC

By: Ethan T. Ott (Seal)

Ethan T. Ott

By: Sydney Z. Ott (Seal)

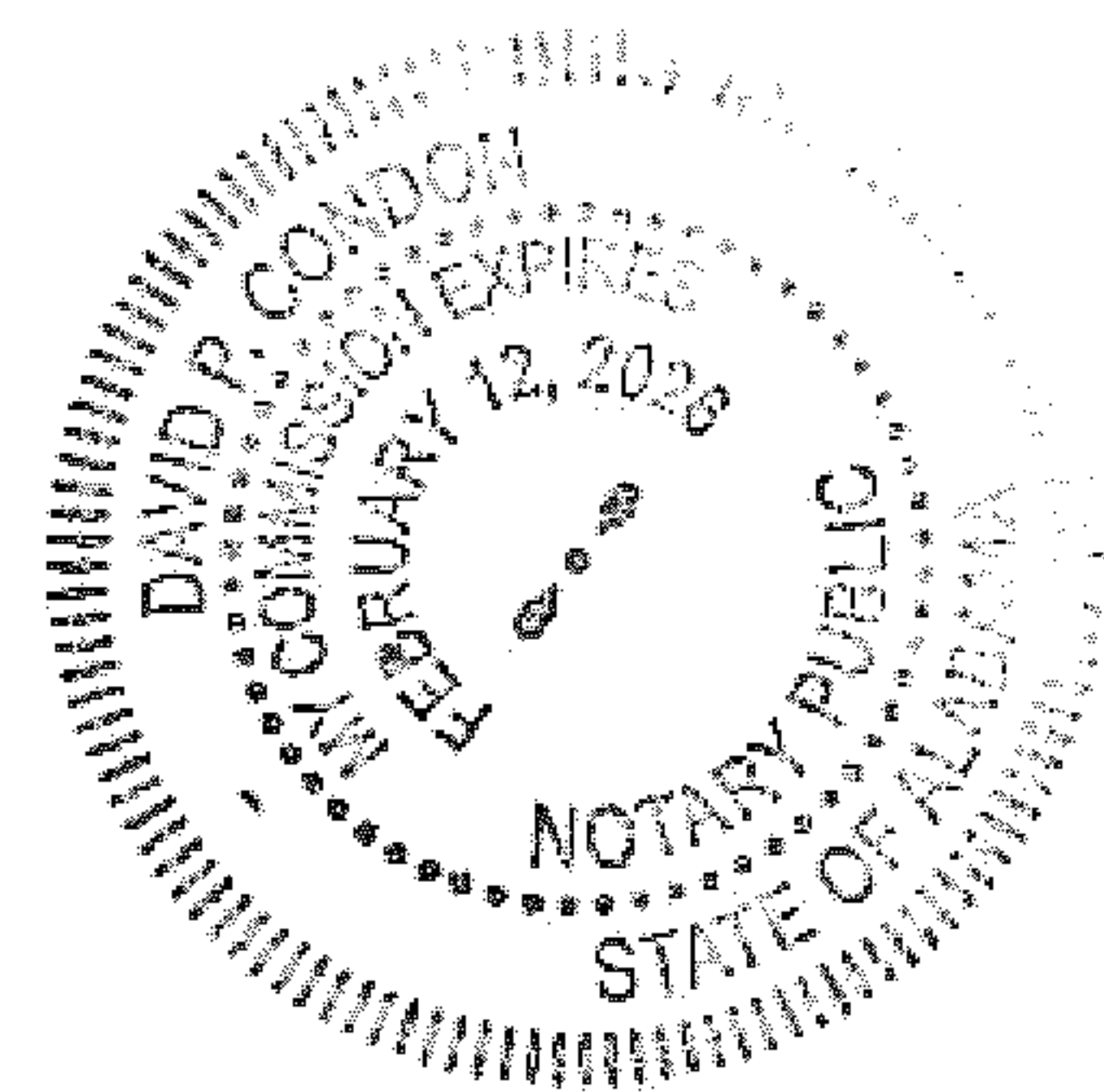
Sydney Z. Ott

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, David P. Condon , a Notary Public, in and for said County in said State, hereby certify that Justin Jones, as Sole Member of Justin Jones Family, LLC and Kristin L. Martin, as Sole Member of Marian Homes, LLC, as said two limited liability companies are Sole Members of Elite Acquisitions LLC whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company.

Given under my hand and seal this 29th day of February, 2024.

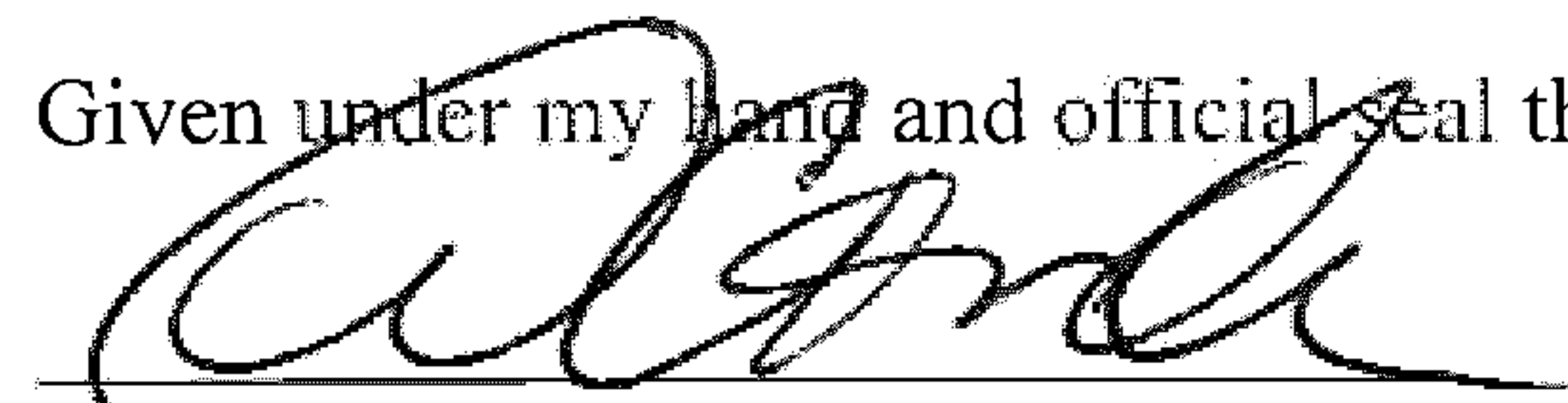
David P. Condon
Notary Public: David P. Condon
My Commission Expires: 02.12.2026



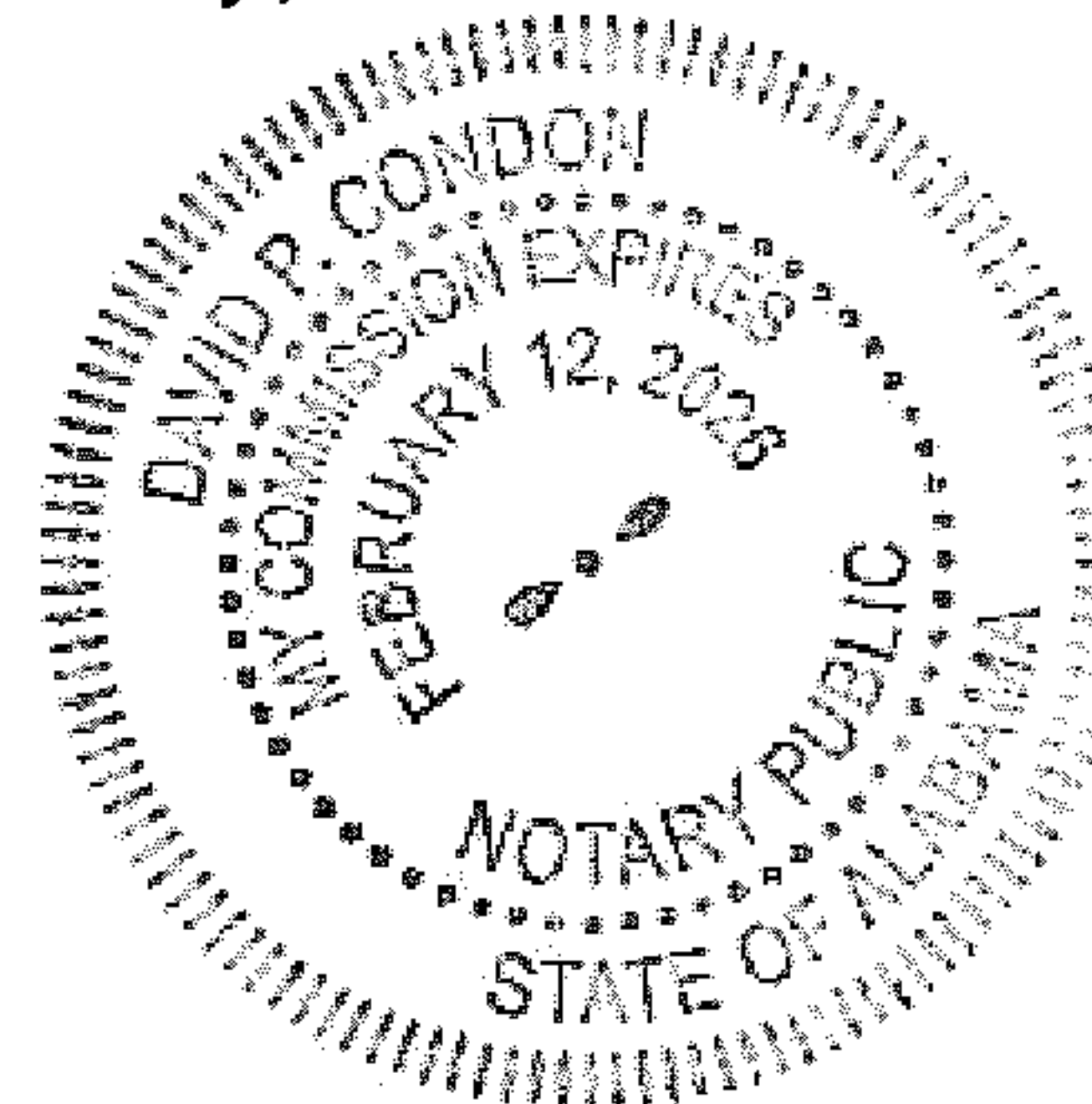
STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned Notary Public in and for said County and State, hereby certify that Ethan T. Ott and Sydney Z. Ott whose names are signed to the foregoing document, and who are known to me, acknowledged before me on this day that, being informed of the contents of the document, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of February, 2024.



Notary Public: David P. Condon
My Commission Expires: 02.12.2026



This document prepared by:
David P. Condon
David P. Condon, P.C.
100 Union Hill Drive, Suite 200
Birmingham, Alabama 35209

Exhibit "A"

Parcel 1:

09-5-16-0-001-016.000

Vested Owner: Elite Acquisitions, LLC, by deed recorded 10/06/2022 in Instrument No. 20221006000381970 in the Office of the Judge of Probate of Shelby County, Alabama.

Legal (Deed):

Commence at the Northwest corner of the NW 1/4 of the SE 1/4 of Section 16, Township 19 South, Range 1 West, Shelby County, Alabama, and thence run in a Westerly direction for a distance of 168.41 feet to the Point of Beginning of the property here in described; thence continue along last mentioned course for a distance of 168.32 feet to a point; thence turn an interior angle to the right of 193° 28' 12" and run in a Northwesterly direction for a distance of 211.21 feet to a point of being on the Southeastern right of way of Dunnavant Valley Road; thence turn an interior angle to the right of 119° 12' 31" and run in a Southwesterly direction for a distance of 627.56 feet to a point; thence turn an interior angle to the right of 92° 26' 41" and run in a Southeasterly direction for a distance of 233.66 feet to a point; thence turn an interior angle to the right of 95° 04' 02" and run in a Northeasterly direction for a distance of 144.55 feet to a point; thence turn an interior angle to the left of 94° 36' 57" and run in a Southeasterly direction for a distance of 164.69 feet to a point; thence turn an interior angle to the right of 103° 14' 02" and run in a Northeasterly direction for a distance of 373.99 feet to a point; thence turn an interior angle to the right of 145° 15' 51" and run in a Northeasterly direction for a distance of 158.80 feet to a point; thence turn an interior angle to the left of 139° 48' 00" and run in a Northeasterly direction for a distance of 102.41 feet to a point; thence turn an interior angle to the left of 142° 22' 02" and run in an Easterly direction for a distance of 83.93 feet to a point; thence turn an interior angle to the left of 173° 57' 58" and run in a Southeasterly direction for a distance of 63.76 feet to a point; thence turn an interior angle to the left of 154° 10' 00" and run in a Southeasterly direction from a distance of 213.44 feet to a point; thence turn an interior angle to the right of 99° 11' 38" and run in a Northeasterly direction for a distance of 151.92 feet to a point; thence turn an interior angle to the right of 68° 25' 10" and run in a Westerly direction for a distance of 224.80 feet to a point; thence turn an interior angle to the left of 173° 26' 37" and run in a Northwesterly direction for a distance of 81.30 feet to a point; thence to turn an interior angle to the left of 179° 51' 34" and run in a Northwesterly direction for a distance of 116.09 feet to a point; thence turn an interior angle to the left of 150° 12' 00" and run in a Northwesterly direction for a distance of 72.24 feet to a point; thence turn an interior angle to the left of 135° 47' 50" and run in a Northerly direction for a distance of 113.93 feet, to the Point of Beginning.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 03/04/2024 01:18:14 PM
 \$39.00 BRITTANI
 20240304000058450

Allen S. Bayl