

This instrument was prepared by:

After recording return to:

Maynard Nexsen PC
1901 Sixth Avenue North, Suite 1700
Birmingham, Alabama 35203
Attn: Bret L. Thompson

H. Monroe Properties, LLC
2325 Tanglewood Brook Lane
Vestavia Hills, Alabama 35243
Attn: Harry Edward Monroe, III

STATE OF ALABAMA)
SHELBY COUNTY)

**PARTIAL TERMINATION AND AMENDMENT TO
RIGHT OF FIRST REFUSAL; DEVELOPMENT AGREEMENT; EASEMENT**

This PARTIAL TERMINATION AND AMENDMENT TO RIGHT OF FIRST REFUSAL; DEVELOPMENT AGREEMENT; EASEMENT (this “Amendment”) dated this 3rd day of June, 2024, (the “Effective Date”) is hereby made by and between **WILSON FAMILY REAL ESTATE LLC**, an Alabama limited liability company (hereinafter “Wilson”), whose address is 11063 Highway 280, Westover, AL 35147 and **H. MONROE PROPERTIES, LLC**, an Alabama limited liability company (hereinafter “Monroe”) (each individually referred to as a “Party” and collectively as the “Parties”), whose address is 2325 Tanglewood Brook Lane, Vestavia Hills, Alabama 35243.

Recitals

WHEREAS, on February 26, 2010, Monroe (erroneously referred to as Monroe Properties, LLC) and Clearwater Community Church, Inc. (hereinafter, “Clearwater”) entered into an instrument titled “Right of First Refusal; Development Agreement; Easement,” which was recorded on March 5, 2010, as Instrument Number 20100305000064930 in the Office of the Judge of Probate of Shelby County, Alabama (the “Original Agreement”), and relates to (i) seven (7) acres of real estate located in Shelby County, Alabama (referred to as the “Clearwater Property” in the Original Agreement), as more particularly described and depicted therein; and (ii) approximately ten (10) acres of undeveloped real estate adjacent to the Clearwater Property, as more particularly described and depicted therein (hereinafter referred to as the “Monroe Property”);

WHEREAS, thereafter Clearwater sold the Clearwater Property (hereinafter referred to as the “Wilson Property”) to Wilson, as evidenced by that certain Statutory Warranty Deed dated February 21, 2013, and recorded on February 22, 2013, as Instrument Number 20130222000075070 in the Office of the Judge of Probate of Shelby County, Alabama;

WHEREAS, the Parties now desire to amend the terms of the Original Agreement as more particularly set forth in this Amendment.

Agreement

NOW, THEREFORE, the Parties agree as follows:

1. **Amendment of References:** As of the Effective Date, all references to “Clearwater Community Church, Inc.”, “Clearwater”, and the “Clearwater Property” in the Original Agreement are hereby deleted and replaced in their respective entirety with either “Wilson Family Real Estate LLC”, “Wilson”, or “Wilson Property”, as applicable.
2. **Mutual Declaration.** The Parties hereby irrevocably and unconditionally agree and represent that the construction and development obligations for the storm water retention pond set forth in Sections 1, 2, and 3 of the Original Agreement have been satisfied and completed in their entirety and no further construction and development obligations with respect to the same remain for either Party.
3. **Mutual Termination of Rights of First Refusal.** As of the Effective Date, both Monroe and Wilson each hereby irrevocably and unconditionally agree to terminate, waive, release, and forever relinquish any and all rights of first refusal (“ROFR”) whatsoever granted to the other Party under the Original Agreement with respect to the Wilson and Monroe Properties, including, but not limited to, those certain ROFR granted in Sections 5 and 6 of the Original Agreement, regardless of any revival rights or provisions contained therein. For the avoidance of doubt, each Party expressly acknowledges and agrees that termination of the ROFR rights are permanent and such termination shall survive any termination or expiration of the Original Agreement and any amendments thereto.
4. **Amendment to Sections 5, 6, and 8:** Sections 5, 6, and 8 of the Original Agreement are hereby deleted in their entirety and all of the terms, rights, obligations, and encumbrances set forth therein shall automatically cease, terminate, and be of no further force or effect as of the Effective Date. Sections 5, 6, and 8 shall each be replaced with the following:
 5. **Intentionally Deleted.**
 6. **Intentionally Deleted.**
 8. **Intentionally Deleted.**
5. **Amendment to Section 7:** Section 7 of the Original Agreement is hereby deleted in its entirety and replaced with the following:
 7. The Agreements and Easement set forth in paragraphs 1 through 4 above shall survive the Deed and other documents executed at the closing of the Contract and shall run with the land and shall be binding on Wilson, its successors and assigns, Monroe, its successors and assigns, and shall encumber the Clearwater Property and the Monroe Property.
4. **Amendment to Section 9:** Section 9 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

9. Any notice, request, demand, approval, consent or other communication which either party may be required or permitted to give to the other party shall be in writing and shall be mailed by certified mail, return receipt requested, or by overnight delivery service, to the other party at the address specified below, or to such other address as either party hereof shall have designated by notice to the other:

If to Monroe: H. Monroe Properties, LLC
2325 Tanglewood Brook Lane
Vestavia Hills, Alabama 35242

If to Wilson: Wilson Family Real Estate LLC
11063 Highway 280
Westover, AL 35147

6. **No Revocation.** The Parties acknowledge and agree that the termination of ROFR is irrevocable and may not be rescinded, amended, or modified in any manner, whether in whole or in part, except by a written instrument executed by both Parties hereto.

7. **Recordation.** The Parties agree that the original of this Amendment shall be recorded in the real estate records of the Office of the Judge of Probate, Shelby County, Alabama.

8. **Successors and Assigns.** Whenever in this Amendment any party hereto is referred to, such reference shall be deemed to include the successors and assigns of such party.

9. **Governing Law.** This Amendment shall be construed in accordance with and governed by the laws of the State of Alabama (without regard to conflict of law principles).

10. **Separability Clause.** If any provision of this Amendment shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same agreement.

12. **No Other Amendment.** Except as expressly set forth herein, this Amendment shall not otherwise alter, modify, or amend any of the remaining terms, conditions, obligations, covenants, or agreements contained in the Original Agreement, all of which shall continue in full force and effect as provided therein.

13. **Entire Agreement.** This Amendment contains the entire understanding between the Parties with respect to the matters being amended as contained herein. This Amendment shall not be modified except by a writing executed by the Parties hereto.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the undersigned Party hereto has executed this Amendment as of the Effective Date.

WILSON FAMILY REAL ESTATE LLC,
an Alabama limited liability company

By: [Signature]
Name: Brady Wilson
Its: President

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Brady Wilson, whose name as President of Wilson Family Real Estate 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 President and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 31st day of May, 2024.

[Signature]
Notary Public
My Commission Expires: May 21, 2028

[NOTARY SEAL]



IN WITNESS WHEREOF, the undersigned Party hereto has executed this Amendment as of the Effective Date.

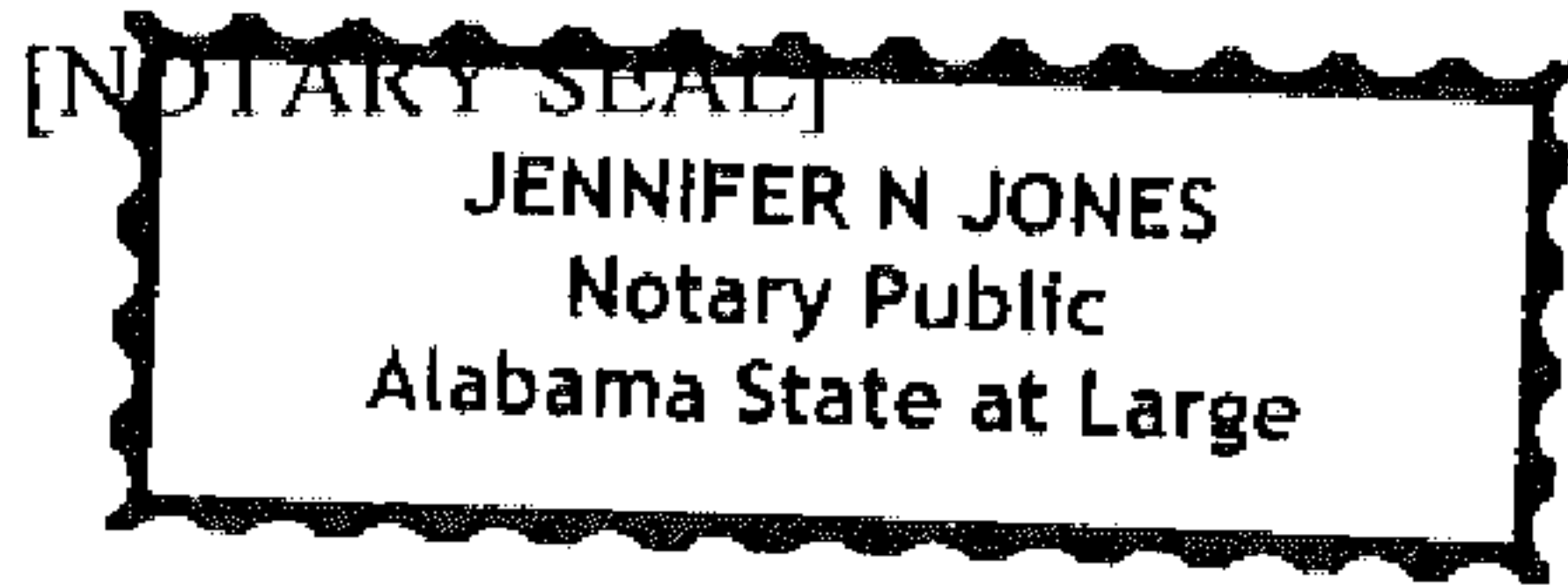
H. MONROE PROPERTIES, LLC,
an Alabama limited liability company

By: 
Name: Harry Edward Monroe, III
Its: Managing Member

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Harry Edward Monroe, III, whose name as Managing Member of H. Monroe Properties, 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 Managing Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 22nd day of May, 2024.




Notary Public My Commission Expires: September 18, 2024



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/03/2024 03:42:38 PM
\$34.00 PAYGE
20240603000165230

Allie S. Beyl