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Shelby Cnty Judge of Probate, AL
03/24/2025 01:05:14 PM FILED/CERT

RIGHT OF FIRST REFUSAL

STATE OF ALABAMA }
COUNTY OF SHELBY }

The undersigned, CHURCH ON THE ROCK OF SHELBY COUNTY, an Alabama non-profit corporation (hereinafter Grantor) hereby grants, unto FDH ENTERPRISES, INC., an Alabama corporation, (hereinafter Grantee), its successors and assigns, a sole and exclusive right of first refusal to purchase the property more particularly described as follows:

A parcel of land located in the West 1/2 of the SW 1/4 of Section 32, Township 21 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Begin at the NE corner of the SW 1/4 of the SW 1/4 of said Section 32; thence South along the East line of said 1/4-1/4 Section a distance of 673.82 feet; thence right 91 degrees 01 minute 01 second running Westerly 388.81 feet to a point on the Easterly right of way of Shelby County Highway No. 12; thence right 89 degrees 06 minutes 32 seconds to tangent running Northerly along a counter clockwise curve having a delta angle of 36 degrees 43 minutes 24 seconds and a radius of 1178.28 feet, a distance of 755.21 feet; thence Northwesterly along right of way tangent to curve 148.70 feet; thence right 128 degrees 22 minutes 31 seconds running Easterly leaving right of way 710.37 feet; thence right 88 degrees 21 minutes 43 seconds running Southerly 135.49 feet to the point of beginning; being situated in Shelby County, Alabama.

(hereinafter the "Property"). In the event the Grantor decides to subdivide or sell any portion of the Property prior to (1) the mortgage given by Grantor to the Grantee has been paid in full or (2) five (5) years from the date of this agreement, FDH ENTERPRISES, INC., its successors and assigns, shall have a the first right to purchase the Property at the original sales price of \$51,668.00 per acre. This right of first refusal shall apply to the Property being placed back on the open market and shall exclude any realty fees. This provision shall no longer apply if the property is sold more than five (5) years after the date of this agreement or if the mortgage held by FDH ENTERPRISES, INC. has been paid in full

Grantor shall deliver to Grantee the offer, in writing by either certified mail return receipt requested or personally delivering such notice to the Grantee at 1423 Hwy 1, Bessemer, AL 35022 (hereinafter "written notice"), of its desire to subdivide, sell or upon receipt of a written offer to purchase from a third party purchaser. The Grantee shall have Ten (10) days from the receipt of the written notice of Grantor's offer in order to respond to the Grantor that the Grantee's desire to exercise its right of refusal. In the event the Grantee responds in writing to the Grantor that Grantee



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desires to exercise the right of refusal within said Ten (10) days, the Grantee shall have Forty Five (45) days from the date of giving written notice to the Grantor to purchase and close on the real property at the price of the offer.

The Grantee shall have Forty Five (45) days from the date of giving written notice to the Grantor of Grantee's desire to exercise of its right to purchase pursuant to the offer in order to close and purchase the property. In the event the Grantees do not respond within said Ten (10) days from the receipt of written notice, the right of first refusal shall terminate.

This right of first refusal shall be binding on the heirs, successors and assigns of the Grantor. This right of first refusal shall automatically terminate at the end of five (5) years from the date of hereof.

If any portion of this right of first refusal is determined to be void, then only that particular portion is to be voided and all remaining portions are to remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Grantor, CHURCH ON THE ROCKS OF SHELBY COUNTY and Grantee, FDH ENTERPRISES, INC., have caused this right of first refusal to be executed on this the 14th day of March, 2025.

GRANTOR:

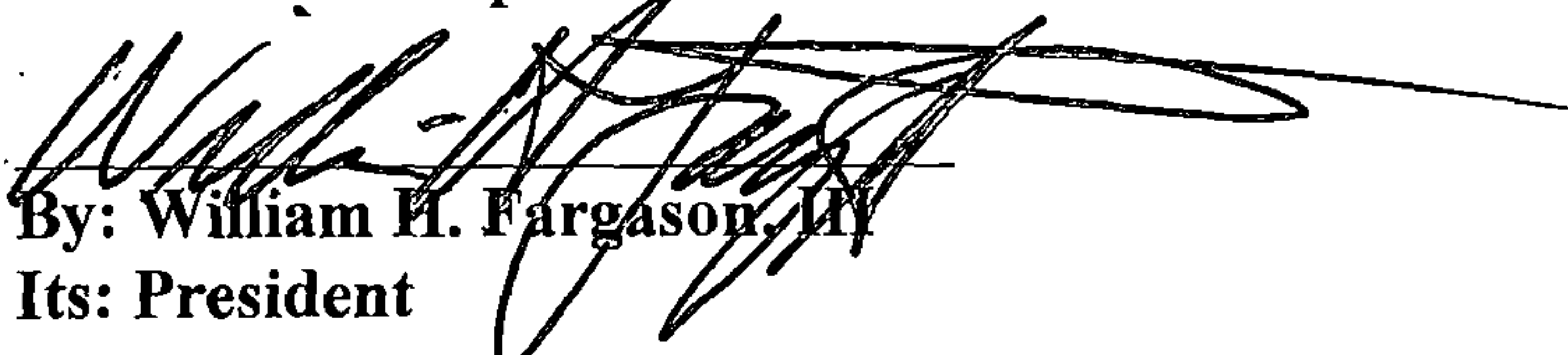
CHURCH ON THE ROCK OF SHELBY COUNTY,
an Alabama non-profit corporation

By: 
Paul Lawrence

Its: President and Senior Pastor

GRANTEE:

FDH Enterprises, Inc.
an Alabama corporation

By: 
By: William H. Fargason, III

Its: President

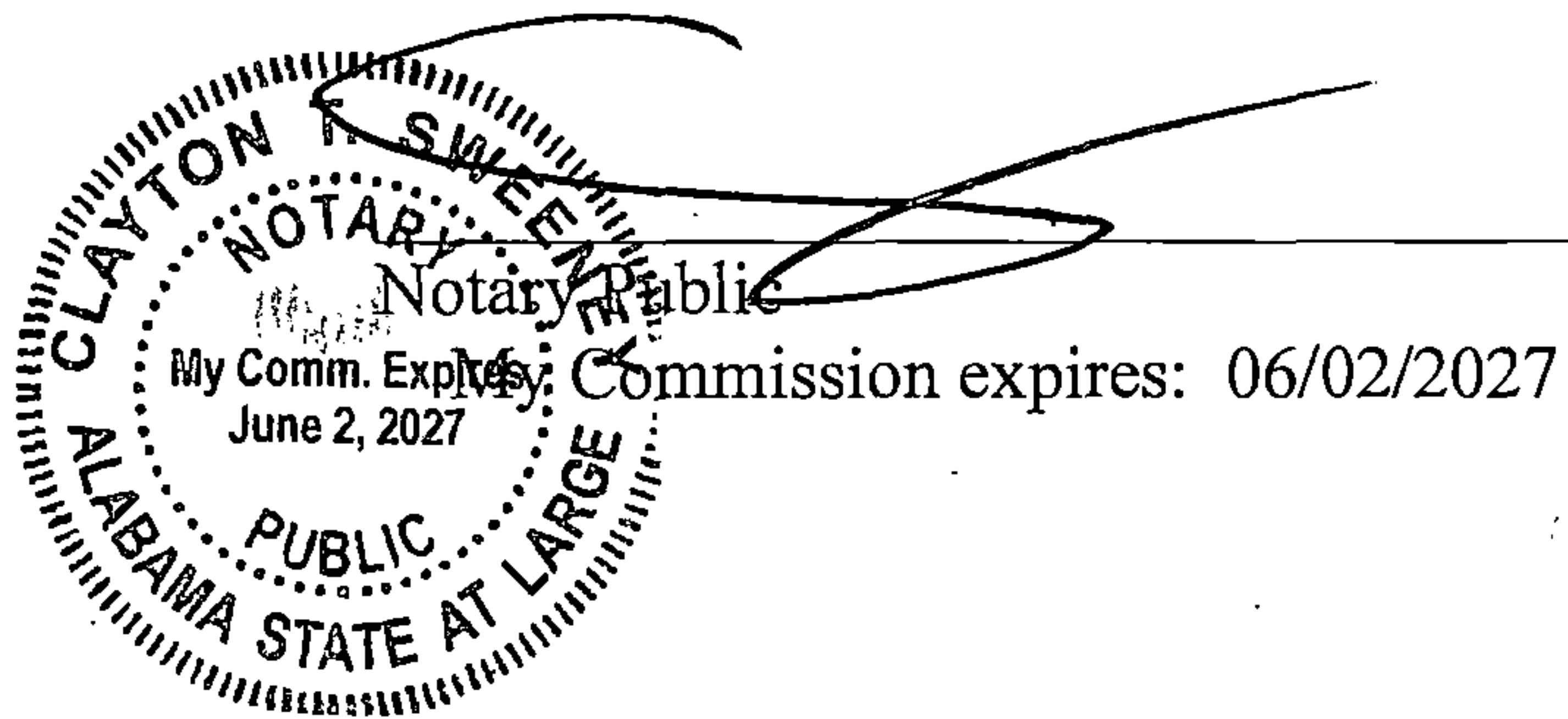


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STATE OF ALABAMA }
COUNTY OF JEFFERSON }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Paul Lawrence**, whose name as President and Senior Pastor of **CHURCH ON THE ROCK OF SHELBY COUNTY, an Alabama non-profit corporation**, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said non-profit corporation on the day the same bears date.

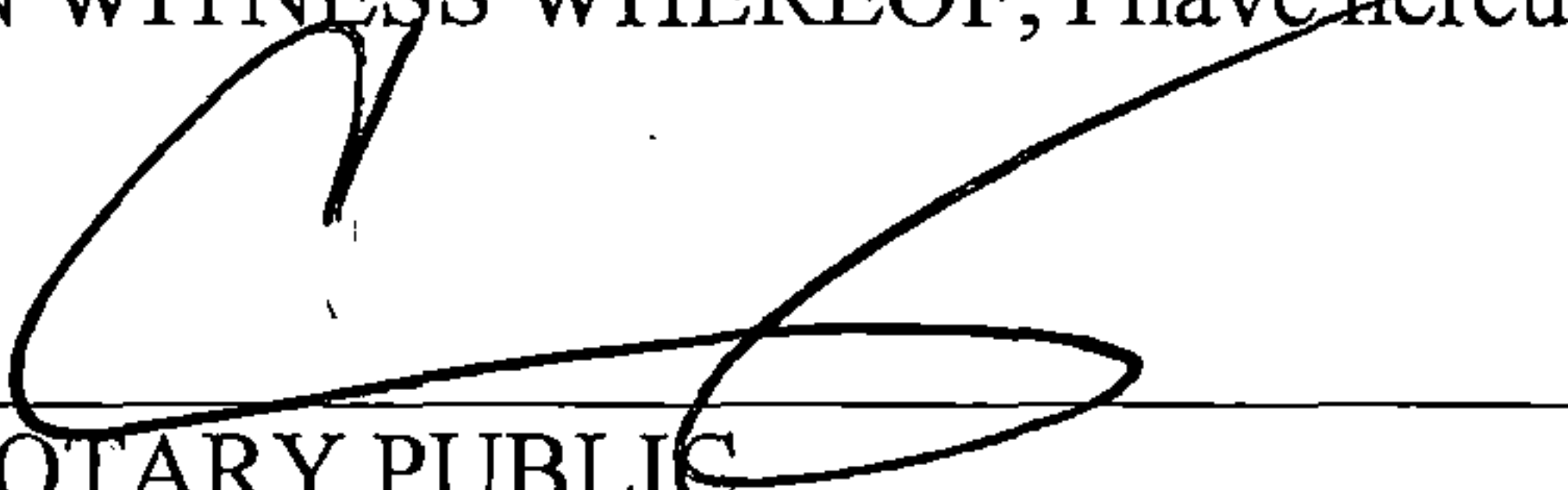
Given under my hand and official seal, this the 14th day of March, 2025.

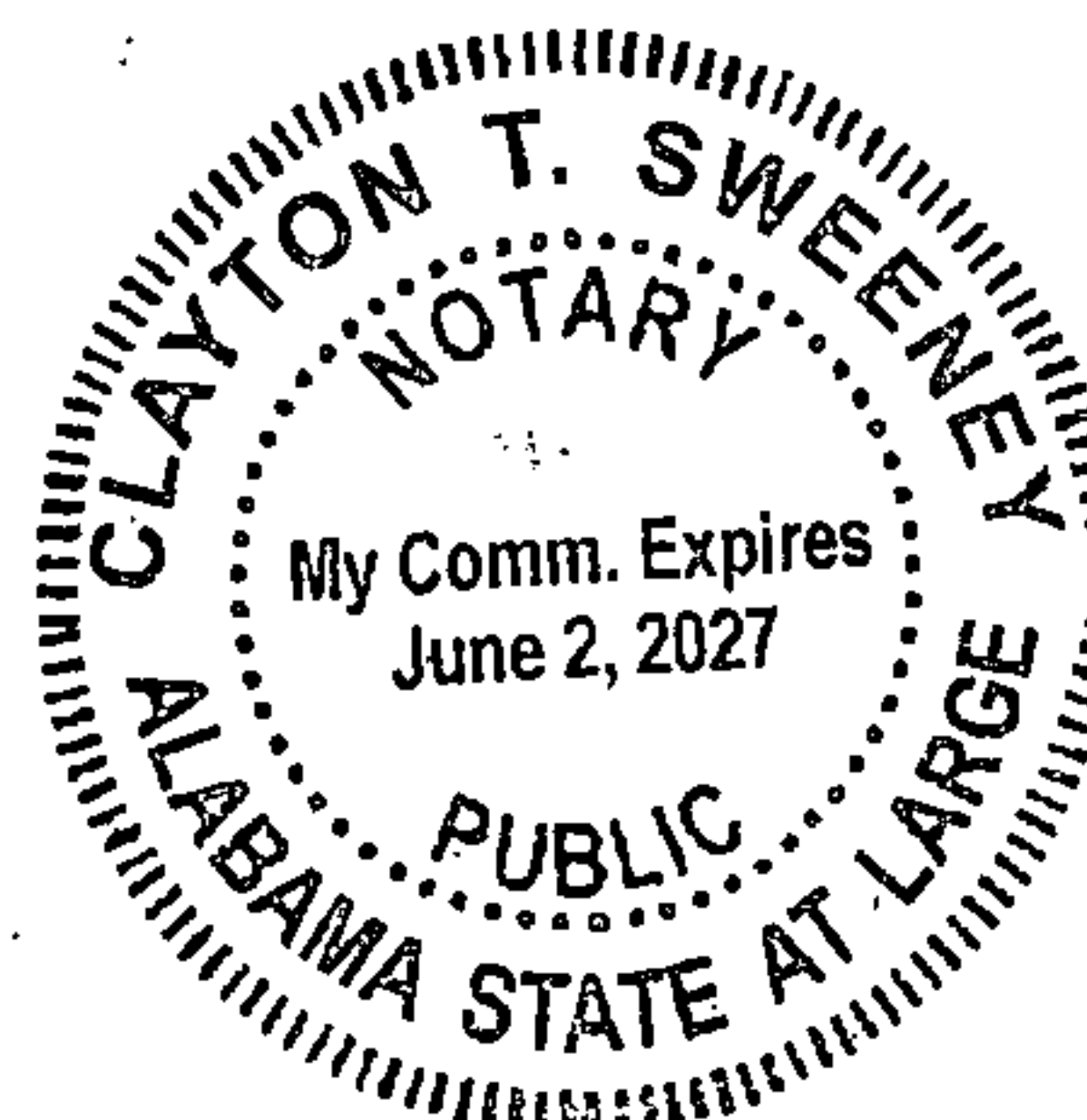


STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that William H. Fargason, III, whose name as President of FDH Enterprises, Inc, an Alabama corporation 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 as such President and with full authority, signed the same voluntarily for and as the act of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 14th day of March, 2025.


NOTARY PUBLIC
My Commission Expires: 06/02/2027



This instrument prepared by:
Clayton T. Sweeney
Attorney at Law
2700 Highway 280 East Suite 160
Birmingham, AL 35223