

STATE OF ALABAMA

SHELBY COUNTY

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This agreement entered into between Lester Stansell and wife, Nell C. Stansell, hereinafter called Party of the First Part, and The Water Works Board of the Town of Calera, Alabama, a corporation, hereinafter called Party of the Second Part, WITNESSETH:

For and in considereation of the sum of One Hundred Dollars in hand paid to Party of the First Part by Party of the Second Part, Party of the First Part does hereby grant unto Party of the Second Part the right and option for a period of twelve months from date hereof to purchase the following described land and premises in Shelby County, Alabama, namely; What is known as Stansell Spring Property as follows:

Starting at the Southeast corner of Section 1, Township 22 South, Range 3 West, run on a bearing of North 89 degrees 30 minutes West for a distance of 69.8 feet; thence, on a bearing of North 14 degrees 39 minutes West for a distance of approximately 1380 feet to the center of Stansell Spring (formerly Frost Spring); thence on a bearing of North 45 degrees 00 minutes East for a distance of 70.7 feet to a point of beginning. Thence due West 100 feet; thence due South 40 feet; thence due West for approximately 65 feet to the West bank of Spring Creek; thence Southward along said bank of Spring Creek for approximately a distance of 60 feet; thence due East approximately 170 feet to a point lying 100 feet due South of the point of beginning; thence due North for a distance of 100 feet to the point of beginning. All herein said parcel contains 0.32 acres, more or less, and lies in the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ and also in the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 1, Township 22 South, Range 3 West, Shelby County, Alabama.

Also an easement and right of way for the purpose of construction, reconstructing, maintaining, and repairing a water transmission main, together with all necessary right of access, ingress and egress thereto and therefrom, in, under, over and along the following described property: A strip of land 20 feet in width lying along a center line described as follows: Starting at the Southeast corner of Section 1, Township 22 South, range 3 West, run on a bearing of North 89 degrees 30 minutes West for a distance of 69.8 feet; thence on a bearing of North 14 degrees 39 minutes West for a distance of approximately 1380 feet to the center of Stansell Spring (formerly Frost Spring); thence on a bearing of North 45 degree 00 minutes East for a distance of 70.7 feet; thence due South for a distance of 75 feet, more or less, to a point of beginning 10 feet South of the North line of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 1, said beginning point lying on the East boundary of a parcel of land separately conveyed to the Water Works Board of the Town of Calera, Alabama, by Lester Stansell and wife, Nell C. Stansell; thence run Eastward along a center line parallel to the foresaid $\frac{1}{4}$ section line, for a distance of 380 feet, more or less, to the East line of Section 1; all of the above mentioned strip of land lies in the SE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 1, Township 22 South Range 3 West; thence continuing along said center line, bear to the right at the section line and run in a Southeasterly direction for a distance of 1480 feet, more or less, to the East line of the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 6, Township 22 South, Range 2 West, said line being the Eastern boundary of acreage owned by Lester Stansell and wife, Nell C. Stansell. All herein said strip of land lies in the SE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 1, Township 22 South, Range 3 West and also the SW $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 6, Township 22 South, Range 2 West, Shelby County, Alabama.

Also an easement and right of way for the purpose of construction, reconstructing, maintaining and repairing a roadway, together with all necessary right of access, ingress, and egress thereto and therefrom, in, under, over, and along the following described property: A strip of land 25 feet in width, lying along a center line described as follows: Starting at the Southeast corner of Section 1, Township 22 South, Range 3 West, run on a bearing of North 89 degrees 30 minutes West for a distance of 69.8 feet; thence on a bearing of North 14 degrees 39 minutes West for a distance of approximately 1380 feet to the center of Stansell Spring (formerly Frost Spring); thence on a bearing of North 45 degrees 00 minutes East for a distance of 70.7 feet; thence due West 15 feet to a point of beginning, said beginning point lying on the North boundary of a parcel of land separately conveyed to The Water Works Board of the Town of Calera, Alabama, by Lester Stansell and wife, Nell C. Stansell; thence run in a Northeasterly direction along said roadway center line for a distance of 310 feet, more or less, to the South right of way line of the Shelby County, Dogwood-Dargin Road. Said strip of land lies in the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 1, Township 22, South, Range 3 West, Shelby County, Alabama.

This option is executed upon the conditions, provisions and covenants following:

This option may be exercised any time within twelve months from the date of the execution of this option by Party of the Second Part notifying Party of the First Part of its decision to purchase said property.

Said property is to be purchased for Ten Thousand Dollars to be paid in cash.

Upon notice from Party of the Second Part of its decision to purchase said property, Party of the First Part shall, within twenty days thereafter, furnish Party of the Second Part for examination a complete abstract of title, certified to date, prepared by a reputable abstract company, showing good and merchantable title to said premises in Party of the First Part, and thereafter Party of Second Part shall have thirty days in which to examine the title, and Party of the First Part shall have twenty days after receipt of title opinion to correct defects, if any, in said title. If Party of the First Part has not cured said defects, if any, in order to establish his right to convey said property, and if Party of the Second Part shall elect not to waive the title defects, then Party of the Second Part may at its option cancel this contract, and Party of the First Part shall return to Party of the Second Part the option consideration of One Hundred Dollars.

If attorneys for Party of the Second Part approve the title to the property as merchantable originally or upon defects having been timely cured hereunder, or if Party of the Second Part elects to accept the title and enter into the proposed purchase notwithstanding defects, Party of the First Part shall execute and deliver to Party of the Second Part a warranty deed conveying to Party of the Second Part said property as covered by the option upon the payment of the consideration of Ten Thousand Dollars agreed upon, less \$100 already paid, which shall be done by Warranty Deed in the usual form in use in Shelby County, Alabama.

In the event Party of the Second Part does not exercise this option to purchase said property as hereinabove stipulated, then it shall have no further right or option to purchase said property, and this option shall be annulled.

In consideration of the sum paid for this option Party of the Second Part shall have the right and privilege to go upon said property during the option period to examine said land and premises to the fullest extent.

This option agreement is binding upon Parties of the First Part, their heirs, assigns, and successors, and is likewise binding upon Party of the Second Part and its assigns. By executing this agreement the parties hereto approve the terms and conditions of the proposed option herein provided for.

In the event Party of the Second Part does not exercise the option herein contained within the time provided for herein for the exercise thereof on any ground except for lack of merchantable title in Party of the First Part, then in that event the consideration paid under this option shall be and become the property of Party of the First Part.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals in duplicate on this the 10 day of NOV- 1956, 1956.

STATE OF ALABAMA
SHELBY COUNTY

ACT NO. 768

I hereby certify that no Deed Tax has been collected on this instrument.

L. C. Walker
Judge of Probate

TAX EXEMPT

Lester Stansell
Nell C. Stansell
Party of the First Part

THE WATER WORKS BOARD OF THE TOWN
OF CALERA, ALABAMA, a corporation

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By

Z. S. Cowart
It's Chairman

ATTEST:

THE WATER WORKS BOARD OF THE TOWN
OF CALERA, ALABAMA, a corporation

BY

Carlos C. Warren
It's Secretary

STATE OF ALABAMA

SHELBY COUNTY

I, Warren G. Findley, a Notary Public in and for
said County, in said State, hereby certify that Lester Stansell and
wife, Nell C. Stansell, 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 this instrument, they executed the same
voluntarily on the day the same bears date.

Given under my hand and seal, this the 10th day of Nov.,
1956.

Warren G. Findley
Notary Public

STATE OF ALABAMA

SHELBY COUNTY

I, Warren G. Findley, a Notary Public in and for
said County, in said State, hereby certify that Z. S. Cowart, Sr., whose
name as Chairman of The Water Works Board of the Town of Calera, Alabama,
a corporation, is signed to the foregoing instrument, and that Carlos
C. Warren, whose name as Secretary of The Water Works Board of the Town
of Calera, Alabama, is signed to the foregoing instrument, and who are
known to me, acknowledged before me on this day that, being informed of
the contents of this instrument, they, as such officers and with full
authority, executed the same voluntarily for and as the act of said corp-
oration.

Given under my hand and seal this 10th day of November, 1956.

State of Alabama, Shelby County

I, L. C. Walker, Judge of Probate hereby certify that the within Option Notary Public was filed in this office for record the 14
day of November 1956 at 8 o'clock A.M. and recorded in Deed Record 183 Page 275 & examined
11-21-56 and the Mortgage Tax of \$ 2.00 Deed Tax of \$ 2.00 has been paid.

L. C. Walker Judge of Probate