

6318
REAL ESTATE PURCHASE OPTION AGREEMENT

THIS AGREEMENT made this 16 day of September, 1969, between

Estate of O. C. Farris by Mary Clarice Farris Executrix of the Last Will & Testament of
O. C. Farris

and _____, his wife, hereinafter called SELLER, and
STANDARD OIL COMPANY, a division of Chevron Oil Company, hereinafter called BUYER or
STANDARD OIL COMPANY,

Fifty \$50.00

For and in consideration of ~~Twenty Five~~ Dollars (\$~~25.00~~) in hand paid, the
receipt of which is hereby acknowledged, Seller hereby give(s) and grant(s) to Buyer
an exclusive and irrevocable option to purchase for Twenty Seven Thousand

Five Hundred Dollars (\$ 27,500), subject to the
terms and conditions herein set forth, a tract of land with all improvements thereon

lying in the City or Town of Calera, County of Shelby,

and State of Alabama. Said land fronts Approx. 183.79 feet on

Alabama Hwy. 25 and is Approx. 140 feet in depth on
(Name or number of street, highway, etc.)

Second Avenue and is more particularly described as
(Name or number of street, highway, etc.)
follows:

Starting at the intersection of the Westerly right-of-way line of Interstate
Hwy. I-65 and the Southerly right-of-way line of Ala. Hwy. 25, the termina-
tion of denied access for Interstate Hwy. I-65 being the starting point; thence
in a Westerly direction along the Southerly right-of-way line of Ala. Hwy. 25
a distance of 118.98 feet to a point on the common boundary line between the
property herein described and the C. L. Carter property, which point is the
point of beginning of the property herein described; thence continuing in a
Westerly direction along the Southerly right-of-way line of Ala. Hwy. 25 a
distance of approximately 183.79 feet to a point; thence turn a angle to the
left of approximately 83° 24' and run in a Southerly direction a distance of
approximately 140 feet to a point; thence turn an angle to the left and run
in an Easterly direction along a straight line to a point on the common

(Property Description Continued on Attached Exhibit A)
including all right, title and interest of Seller in and to any land lying between the
boundary line(s) of the premises herein described and the right(s)-of-way line(s) of
any street, avenue, boulevard, public way, alley (public or private) or State or Federal
highway in front of or adjoining the premises herein described and also including all
right, title and interest of Seller in and to any such street, avenue, boulevard, public
way, alley or highway.

On or before the 17 day of November, 1969, Buyer may
exercise this Option by mailing or delivering to Seller (or any one of them, if more
than one Seller) at 1550-F Montgomery Hwy.; Birmingham, Alabama a copy of this

(Insert Seller's mailing address)
instrument signed on behalf of Buyer. If by mail, such exercise shall be deemed valid
and effective upon such mailing.

Upon exercise of this option by Buyer, this instrument and all the provisions
hereof shall constitute the contract of Seller to sell and the contract of Buyer to buy
the premises described herein in accordance with the following provisions:

1. The sum paid as consideration for this option shall be considered part
of the purchase price. The balance of the purchase price shall be paid to Seller at
the time of delivery to Buyer of an executed deed conveying the premises described herein.

419
271
2. Seller shall convey to Buyer, or its nominee, a good, marketable, un-
encumbered and unrestricted fee simple title to the premises described herein, free of
all liens, leases, assessments and encumbrances (except current real estate taxes), by
deed of General Warranty with the usual covenants.

3. Buyer's obligation to purchase is contingent on soil bearing capacity
tests to be made by Buyer being satisfactory to Buyer in its sole discretion and on the
premises herein described being free of restriction against and zoned for use as a
gasoline service station and on Buyer's being able to obtain any and all permits from
governmental authorities and neighbors so as to construct according to Buyer's plans
and specifications, maintain, and operate a gasoline service station thereon, which
permits as to location and size of driveways, building(s), pump island(s), signs, etc.
must be satisfactory to Buyer in its sole discretion.



19711208000052380 1/4 \$.00
Shelby Cnty Judge of Probate, AL
12/08/1971 12:00:00 AM FILED/CERT

1/69



19711208000052380 2/4 \$.00
Shelby Cnty Judge of Probate, AL
12/08/1971 12:00:00 AM FILED/CERT

In the event Buyer is unable to obtain any or all of said permits because of the zoning classification of the premises herein described or because of the necessity to obtain a variance, it shall be Seller's obligation at Seller's cost and expense to take the action necessary to obtain such variance or to change the zoning classification of said premises to a classification under which Buyer may obtain all of said permits.

4. Buyer shall obtain from a surveyor and a title insurance company to be selected by Buyer an up-to-date survey with topographic information and a title insurance binder and policy covering the premises herein described. Buyer shall have sixty (60) days after receipt within which to examine said survey and title insurance binder and approve the title; or if, in the opinion of Buyer, there are defects in the title, Seller is obligated to and shall have a reasonable time after being notified within which to correct said defects. Buyer shall be responsible for expense of topographic survey, and Seller shall be responsible for expense of title insurance binder and policy.

variance is required before Buyer can obtain the permits described in Paragraph 3 herein, this purchase is to be closed within fourteen (14) days after (a) said change in zoning classification or issuance of a variance has become final and not subject to further appeal and (b) the permits described in Paragraph 3 herein have been obtained and (c) title has been approved by Buyer.

6. Current real estate taxes and rents shall be prorated as of date of closing. Assessment installments which are due and payable at time of closing and all assessments which are known at time of closing but which are payable in future installments shall be paid and discharged by Seller at time of closing.

7. The risk of loss, damage or destruction of the improvements located on the premises herein described shall be on the Seller until the closing of this purchase.

8. If, prior to closing, eminent domain proceedings have been instituted or threatened whereby all or any part of the premises herein described has been or would be taken for public purposes, Buyer at its option may declare this instrument null and void, whereupon Seller shall forthwith pay to Buyer the amount paid hereon and the amount expended by Buyer for survey and title insurance. However, if Buyer elects to close the purchase, Seller shall assign, transfer and set over to Buyer all of Seller's right, title and interest in and to any award that has been or will be made as a result of such proceedings or threat of same.

9. Possession of said premises is to be given to Buyer at the time of closing free of all leases, tenancies and occupancies.

10. Seller agrees to pay all real estate commissions and to indemnify and hold Buyer harmless as to any such claims.

11. Documentary Stamps are to be paid for by Seller.

12. The provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN TESTIMONY WHEREOF, witness our signatures the day and year first herein written.

Witnesses as to Seller:

A. Wayne Dawson

Mary Clarice Farris (SEAL)
SELLER
Estate of O. C. Farris by Mary Clarice Farris
Executrix of the Last Will & Testament (SEAL)
of O. C. Farris SELLER

The proposition herein described is hereby accepted and the option to purchase is hereby exercised this 10th day of November, 1969.

Witnesses as to Buyer:

Beggy Dren

Stoney M. Vinton

STANDARD OIL COMPANY

By: Spencer Hall

F

EXHIBIT A

boundary line between the property herein described and the C. L. Carter property, said point being located approximately 165.4 feet south of the point of beginning; thence to the left at an angle of approximately 90° and run in a Northerly direction and along the common boundary line of the property herein described and the C. L. Carter property a distance of approximately 165.4 feet to the point of beginning.

C. 2
It is agreed that the above description shall be subject to correction so as to conform to the description established by survey to be made by a registered engineer for Optionee at Optionee's expense, and it is further agreed that in the event such survey reveals that the property herein optioned has less than 183 feet frontage on Alabama Highway 25, or less than 140 feet along the westerly line, or less than 165 feet along the easterly line, or that the eastern boundary line is not a common boundary with the C. L. Carter property, then Optionee, notwithstanding that the option has been exercised, may at its election, by giving Optionor 30 days' written notice, after the survey has been completed, terminate this agreement, and be relieved of any obligations hereunder.



19711208000052380 3/4 \$.00
Shelby Cnty Judge of Probate, AL
12/08/1971 12:00:00 AM FILED/CERT

ADDENDUM TO REAL ESTATE OPTION AGREEMENT DATED September 16, 1969 BY AND
BETWEEN Estate of O. C. Farris by Mary Clarice Farris Executrix of the Last Will &
Testament of O. C. Farris

AS SELLER, AND STANDARD OIL COMPANY, a division of Chevron Oil Company, AS BUYER.

In addition to all other provisions contained in the above described Real Estate Option Agreement, it is understood and agreed that Buyer's obligation to purchase the property described is contingent on Buyer being able to acquire, according to contract provisions, that certain property described in Real Estate Option Agreement dated Sept. 16

1969, in which C. L. Carter and wife, Argie Carter

is designated as Seller and STANDARD OIL COMPANY, a division of Chevron Oil Company, is designated as Buyer.

Witnesses as to Seller:

A. Wayne Dawson

Mary Clarice Farris (SEAL)
SELLER

SELLER (SEAL)

19711208000052380 4/4 \$.00
Shelby Cnty Judge of Probate, AL
12/08/1971 12:00:00 AM FILED/CERT

BOOK 271 PAGE 422

STATE OF ALA. SHELBY CO.
CERTIFY THIS
INSTRUMENT WAS FILED
1971 DEC -8 PM 2:13
U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
Conrad M. Jones
JUDGE OF PROBATE