

#2218

STATE HIGHWAY DEPARTMENT OF ALABAMA
BUREAU OF CONSTRUCTION
DIVISION OF MATERIALS

STATE OF ALABAMA COUNTY OF SHELBY	MATERIALS	OPTION	Gravel ()	Chert (x)
			Topsoil ()	Sand ()
			Sandclay ()	Earth ()
	OPTION TO PURCHASE	Stone ()		

Know all men by these presents that and in consideration of one dollar (\$1.00) in hand paid to us, receipt of which is hereby acknowledged, A. L. Word and W. H. Coats, owner of mineral and surface rights of a certain tract of land hereinafter described, do hereby grant unto the State of Alabama acting through the State Highway Department, or its agents or contractor, the right to remove such quantities of chert as desired for use in the construction of Road Project S-412 (7(PWS-2- Item 80 from a certain portion of our land, hereinafter described, together with the use of whatever lands are necessary for a convenient temporary right-of-way between this tract of land and the Project for the duration of this instrument: said tract being approximately described as follows:

7.1 miles South Stat 564 ± 64. In Section 24, Township 20S, Range 3 W. on which land the definite location of the chert to be removed has been designated to me; under the following conditions, to wit: Payment for the chert removed from the above described land shall be at the rate of three cents per cubic yard by loose volume as measured in truck beds at the place of dumping, the record of yardage for payment to us to be the same as made by the State for payment to its hauling contractors or agents and that payment shall be made to us by the State Highway Department or its contractors or agents, within 30 days after the expiration of each calendar month in which this chert was removed, and it is hereby agreed that no payment shall be made to us for any stripping or material necessarily removed in securing suitable chert or in maintaining a temporary haul road, but that the State Highway Department or its contractors or agents, will remove without charge any or all such stripping or material to any spot on my land designated by me, within three hundred (300) feet off the place of excavation, and that the above payment will compensate me in full for any damage to our land incurred in the removal and disposal of these materials.

This option to purchase the right to remove materials in accordance with the terms of this instrument shall be binding upon us, our heirs, assigns, or administrators from the date of its execution to Completion of project or July 1, 1947 whichever occurs first, we further state that we have the right to give this option and to sell the said chert that we the sole owner of the land (pit) from which the said chert is to be taken and that the said land (pit) is free and clear of all liens, mortgages, encumbrances, and/

or reservations. The State Highway Department or its authorized contractor will maintain and leave in good condition the haul road to the pit. The pit will be left in good workable condition so that material can be removed from the pit.

In witness whereof, we have hereunto set our hand and seal this 9 day of May, 1946.

WITNESSES:

M.E. Diefenderfer

A.L. Word (L.S.)

W.H. Coats (L.S.)

Filed in the office of the Probate Judge the 9th day of May, 1946 at 2 o'clock P.M. and recorded in the Deed Record 124 on page 88 on this the 14th day of May, 1946.

L.C. Walker,

Judge of Probate

NO TAX DUE ON THIS INSTRUMENT