STATE HIGHWAY DEPARTMENT OF ALABAMA BUREAU OF CONSTUCTION DIVISION OF MATERIALS

MATERIAIS OPTION

STATE OF ALABAMA

COUNTY OF SHELBY

OPTION TO PURCHASE Chert

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, owner of mineral and surface rights of a certain tract of land hereinafter described, do hereby grant unto the State of Alabama acting throught the State Highway Department, or its agents or contractor, the right to remove such quantities of Sand-clay-gravel as desired for use in the construction of Road Project SACP 434-A 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:

SE # of NW 1/4, and NE 1/4 of SW 1/4, Section 25, Township 19 S, Range 3 W.

on which land the definite location of the Sand-clay-gravel to be removed has been designated to me; under the following conditions, to wit. Payment for the sand-clay-gravel removed from the above described land shall be at the rate of 5¢ 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 oragents, within 60 days after the expiration of each calendar month in which this sand-clay-gravel 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 sand-clay-gravel or in maintaining a temporary haul road, but that the State Highway Department or its contractor or agents, will remove w thout charge any orall such stripping or material to any s ot 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 Sept. 30, 1949, The ||State, its agents and contractors, shall assume all liability for damages and personal injuries sustained by any persons in connection with the stripping or memoval of said materials covered by this option, and shall save ||and hold harmless the Undersigned Owners from all liability thereofr.

further state that we have the right to give this option and to sell the said sand-clay-gravel that we (are) the sole owner of the land (pit) from which the said sand-clay-gravel is to be taken and that the said land (pit) is free and clear of all liens, mortgages, encumbrances, and/or reservations.

In witness whereof, we have hereunto set our hand ans seal this 18th day of February, 1949.

George W. Chace

F.A. Chace.

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF ALABAMA

JEFFERSON COUNTY

(IS) STATE OF ALABAMA

(IS) SHELBY COUNTY

(IS) I hereby certify that

has been paid on the line. B.A. Chace has been paid on the with. in instrument as required

ERSON COUNTY

I, J. B. Strickland, a Notary Public in and for said County, in said State hereby certify that B.A., F.A. and G.W. Chace whose names are signed to the foregoing cnveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, They executed the same voluntarily on the say the same bears date.

Given under my hand this 18th day of February, A.D. 1949.

J.B. Strickland Notary Public.

Filed in the office of the Judge of Probate on the 14th day of March, 1949. at 11 o'clock A.M. and recorded in deed record 138, page 108, on this the 18th day of March, 1949.

L.C. Walker,

Judge of Probate.