

2804

STATE HIGHWAY DEPARTMENT OF ALABAMA.
 BUREAU OF CONSTRUCTION.
 DIVISION OF MATERIALS.
 MATERIALS OPTION.

STATE OF ALABAMA,
 COUNTY OF SHELBY.

OPTION TO PURCHASE Sandclay

Know all men by these presents that and in consideration of one dollar (\$1.00) in handpaid to it, receipt of which is hereby acknowledged, Shelby Iron Company 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 sand clay as desired for use in the construction of Road Project noe designated as SACP 440-A, from a certain prortion of it's land, hereinafter described, together with the use of whatever lands ar 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:

This pit is 1.3 miles east of station 121/00 lying in the SE $\frac{1}{4}$ of Section 12, T 21s, R 11w. on which land the definite location of the sand clay to be removed has been designated to me; under the following conditions, to wit: Payment for the sand clay remo ed from the above described land shall be at the rate of 0.0¢ per cubic yard by loose volume as measured in truck beds at the place of dumping, the record of yardage for payment to to be the same as made by the State Highway Department or its contratters or agents, within , days after the expiration of each calander month in which this was removed, and it is hereby agreed that no payment shall be made to for any stripping or material necessarily removed in securing suitable or in maintaining a temporary haul road, but tha he State Highway Department or its contractors or agents, will remove without charge any or all such stripping or material to any spot on my landdesignted 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 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 it it's heirs, assigns, or administrators from the date of its execution to The terminition of project , further state that it has the right to give this option and to sell the said sand clay that it is the sole owner of the land (pit) from which the said sand clay is to be taken and that the said land (pit) is free and claeer of all liens, mortgages, encumbrances, and/or reservations.

Shelby Iron Co. (L.S.)

By. A.B. Bristow Manager (L.S.)

Filed in the office of the Judge of Probate on the 3 day of March. 1950. at 9 A.M. and recorded in deed record 111 page 367 on this the 3 day of March. 1950.

L. C. Walker, Judge of Probate.

STATE OF ALABAMA
 SHELBY COUNTY
 I hereby certify that
 \$ None
 has been paid on this instrument as required
 by law.
 L. C. WALKER
 JUDGE OF PROBATE