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## STATE HUGHWAY DEPARTMENT OF ALABAMA BUREAU OF CONSTRUCTION DIVISION OF MATERIALS

## MA TERIAL OPTION

STATE OF ALABAMA)	OPTION TO PURCHASE	(Gravel () (Topsoil ()	Chert () Sand (x) Rock
COUNTY OF SHELBY )		(SandClay() Swone ()	Earth ()

Know all men by these presents that and in consideration of one dollar (\$1.00) in hand paid to us, receitp of which is hereby acknowledged, G. W.,F. A. and B. A.Chace 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-rock as desired for use in the construction of Road Project SACP 463 & 464 from a certain from-e-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:

Said material is located left of Station 168-00 of Project SACP 464 lying in Section 35, Township 19, Range 3 West.

on which land the definite location of the sand rock to be removed has been designated to me; under the following conditions, to wit: Payment for the sand rock removed from the above described land shall be at the rate of 3¢ 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 the payment shall be made to us by the State Highway Department or its contractors or agents, within 60 days after the expiration of each calendar month in which this sand rock was removed, and it is hereby agreed that no payment shall be madeto us for any stripping or material necessarily removed in securing suitable sand rock or in maintaining a temporary haul road, but that the State Highway Department or its contractors or agents, will remove without charge any or allew such stripping or material to any spot on my land designated by me, within three hundred \$\psi\_000\$) 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 the termination to the termination of the above projects. The State, its agents and contractors, shall assume all hiability for damages and personal injuries sustained by any persons in connection with the stripping or removal of said materials covered by this option, and shall save and hold harmless the Undersigned Osmers from all liability therefor, further state that we have the right to give this option and to sell the said sand-rock that we are the sole owner of the land (pit) from which the said sand rock 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 and seal this 8th day of February, 1951. Witness:

Wm. Exerts. Miller, Jr. D. B. Strickland

G. W., F.A. and B.A. Chare By. B. A. Chace (IS)

Filed in the office of the Probate Judge on the 12nd day of March, 1951 at 1000 A. M. and recorded

in Deed Record 145 on page 40 the 2nd day of March, 1951.

L. C. Walker Judge of Probate

STATE OF ALARAMA
SHELBY (Cos. 17)

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