

STATE HIGHWAY DEPARTMENT OF ALABAMA  
BUREAU OF CONSTRUCTION  
DIVISION OF MATERIALS

BOOK 176 PAGE 411

## MATERIALS OPTION

STATE OF ALABAMA

COUNTY OF Shelby

OPTION TO PURCHASE

Gravel	( )	Chert	( )
Topsoil	( )	Sand	( )
Sandclay	( )	Earth	( )
Stone	( )	Sandrock	(X)

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, B. A., F. A., & G. W. 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 (201)2-590 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:

Located 1.1 miles left of Station 80+00, lying in the S $\frac{1}{2}$ , Section 19, T 19 S, R 2 W.

on which land the definite location of the sandrock to be removed has been designated to me; under the following conditions, to wit: Payment for the sandrock 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 that 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 sandrock 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 sandrock 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 termination of project or until Nov 28, 1956

The State, its agents and contractors shall assume all liability for damages and personal injuries sustained by any parties, in connection with the stripping and removal of said materials from said property, and shall save and hold harmless the undersigned owners from all such liability.

This option shall automatically expire and become null and void, without any notice whatever, if the State, shall fail to confirm and accept this contract by written notice actually delivered to the Owners or notice mailed to them by Registered mail, postpaid, at 116 Graymont Avenue North, Birmingham, Alabama, and if the State or its agents or Contractors shall fail to commence the removal in quantity from said Lands of the materials described herein under the terms of this contract, all within twelve months from the date hereof.

If property is a homestead, separate acknowledgments on reverse side must be taken and wife must make acknowledgment before notary public.

\_\_\_\_\_, \_\_\_\_\_, further state that \_\_\_\_\_ have the right to give this option and to sell the said \_\_\_\_\_ that \_\_\_\_\_ (am) (are) \_\_\_\_\_ the sole owner of the land (pit) from which the said \_\_\_\_\_ 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 28<sup>th</sup> day of Nov, 1954.

WITNESSES:

✓ La Chae (LS)  
✓ La Chae (LS)  
✓ La Chae (LS)

If property is a homestead, separate acknowledgments on reverse side must be taken and wife must make acknowledgment before notary public.

STATE OF ALABAMA, SHELBY COUNTY

I, L.C. Walker, Judge of Probate, hereby certify that the within Option was filed for record the 1 day of Nov, 1953, at 8 o'clock P. M. and recorded in 126 Page 17, and the Mortgage Tax of \_\_\_\_\_ Deed Tax of \_\_\_\_\_ has been paid.

L.C. Walker Judge of Probate