

949

STATE HIGHWAY DEPARTMENT OF ALABAMA
BUREAU OF CONSTRUCTION
DIVISION OF MATERIALS

BOOK 176 PAGE 521

MATERIALS OPTION

STATE OF ALABAMA

COUNTY OF Shelby

OPTION TO PURCHASE

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

Know all men by these presents that and in consideration of one dollar (\$1.00) in hand paid to _____, receipt of which is hereby acknowledged, Coosa River Newsprint Co., 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 SACP 4179-A from a certain portion of my 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:

0.1 mile left and right of Stat on 502400 of Project SACP 4179-A
lying in the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ and SE $\frac{1}{4}$ of NE $\frac{1}{4}$, Sec. 36, T 21 S, R 1 W in
Shelby County.

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 34 per cubic yard by loose volume as measured in truck beds at the place of dumping, the record of yardage for payment to me to be the same as made by the State for payment to its hauling contractors or agents and that payment shall be made to me by the State Highway Department or its contractors or agents, within 60 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 me 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 my 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.

_____, 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, I have hereunto set my hand and seal this 9 day of December, 1955.

WITNESSES:

Ben Nowood
Mildred Morris

Robert O. O'Neal (LS)
(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 13 day of Dec 1955 at 8 o'clock PM and recorded in Deed Record 176 Page 521 and the Mortgage Tax of Deed Tax of _____ has been paid.

L.C. Walker Judge of Probate