

MATERIALS OPTION

STATE OF ALABAMA

COUNTY OF Shelby

OPTION TO PURCHASE

{	Gravel	()	Chert	(*)
	Topsoil	()	Sand	()
	Sandclay	()	Earth	()
	Stone	()		

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, Ralph Douglas Jr. and wife, owner of mineral and surface rights of a certain tract of land hereinafter described, do hereby grant unto the ~~State of Alabama~~ ^{County} 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 various projects 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 just Northeast of Calcis, Alabama on the Northwest side of what is commonly known as the County Club-house road in the N $\frac{1}{2}$ of NW $\frac{1}{4}$, Section 34 and S $\frac{1}{2}$ of SW $\frac{1}{4}$, Section 27 both in T18S, R2E.

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 three cents (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~~ ^{State} for payment to its hauling contractors or agents and that payment shall be made to us by ~~the State~~ ^{County} 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 us 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 shall remove without charge any or all such stripping or material on any open or any land designated by any record as being a hundred (100) 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 September 1, ~~1960~~ 1960

_____, _____, further state that we have the right to give this option and to sell the said chert that we (~~am~~) (are) _____ the sole owner of the land (pit) from which the said chert 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 _____ day of _____, 19 58.

WITNESSES:

✓ Ralph Dargatzis (LS)

Mrs. Faye Douglas (LS)

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

reverse side must be taken and wife must make acknowledgment. *John* was filed in this office for record the
 before noon, that being within *10* days of the date of recording. Record *194* Page *158* examined
 at *5* o'clock *P* M and recorded *194* has been paid.

Mortgage Tax of \$..... Deed Tax of \$..... Y. Hall Judge of Probate
