

STATE HIGHWAY DEPARTMENT OF ALABAMA
BUREAU OF CONSTRUCTION
DIVISION OF MATERIALS

FILED 2 JULY 1959

MATERIALS OPTION

STATE OF ALABAMA

COUNTY OF Shelby

OPTION TO PURCHASE

{ Gravel () Chert ()
Topsail () Sand ()
Sandclay () Earth ()
Stone () Clay Gravel (X)

Know all men by these presents that and in consideration of one dollar (\$1.00) in hand paid to Braxton Baker, O. L. Baker, N. K. Waites, receipt of which is hereby acknowledged, Shelby County Highway Dept. Shelby County 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 clay gravel as desired for use in the construction of Road Project County Road 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 in the SW 1/4 of Section 15 also that portion of Section 22, T 20 S, R 2 E, lying on the Shelby County side of Coosa River.

on which land the definite location of the clay gravel to be removed has been designated to me; under the following conditions, to wit: Payment for the clay gravel removed from the above described land shall be at the rate of 5¢ 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 clay gravel 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 clay gravel or in maintaining a temporary haul road, ~~but that the State Highway Department, or its contractors or agents, shall remove without charge any of all such stripping or material from any space on land designated by me within three hundred (300) feet off the edge of the road, 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 July 1, 1967.

We, further state that we have the right to give this option and to sell the said clay gravel 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 hands and seals this 1 day of July, 1959.

WITNESSES:

Shirley H. Baker

Braxton Baker (LS)

O. L. Baker (LS)

N. K. Waites (LS)

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

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STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within Option was filed for record the 2 day of July 1959 at 2 o'clock P. M. and recorded in Deed Record 202 at page 388 and the Mortgage Tax Deed Tax has been paid.

Conrad M. Fowler
Judge of Probate