

3353

STATE HIGHWAY DEPARTMENT OF ALABAMA  
BUREAU OF CONSTRUCTION  
DIVISION OF MATERIALS

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 US, 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 County 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 in the NE $\frac{1}{4}$  of NE $\frac{1}{2}$ , Sec. 21 and the SE $\frac{1}{4}$  of SE $\frac{1}{2}$ , Sec. 16, T 21 S, R 3 W, Shelby County, Alabama.

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 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 County for payment to its hauling contractors or agents and that payment shall be made to us by the 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, 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 May 1, 1966

We, further state that we have the right to give this option and to sell the said chert that we (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, I have hereunto set my hand and seal this 2nd day of May, 1966

WITNESSES:

[Signature] [Signature] (LS)  
[Signature] (LS)

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

BOOK 209 PAGE 17

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF ALABAMA,

Shelby County

I, Melamed Monness, a Notary Public in and for said County, in said State hereby certify that O. A. Backholder. Vice President whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, executed the same voluntarily on the day the same bears date.

Given under my hand this 9 day of May, A.D., 1960

Melamed Monness  
Notary Public at Large  
(Official Title)

STATE OF ALABAMA  
SHELBY COUNTY

ACT NO. 769  
I hereby certify that no Deed Tax has been collected on this Instrument.

Conrad M. Fowler  
Judge of Probate

ACKNOWLEDGMENT FOR WIFE

STATE OF ALABAMA,

STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within for record in this office on the 18 day of May, 1960 at 8 o'clock, and recorded in Book 204 at page 17 on the 24 day of May, 1960. Mortgage Tax Deed Tax has been paid.

Conrad M. Fowler  
Judge of Probate

to be the wife of \_\_\_\_\_ separately and apart from her husband, touching her signature to the within conveyance, that she signed the same of her own free will and accord and without fear, constraint or threats on the part of the husband.

In witness whereof, I hereunto set my hand this the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

(Official Title)

STATE OF ALABAMA

From: \_\_\_\_\_

To: \_\_\_\_\_

MATERIALS OPTION

STATE OF ALABAMA

County of Shelby

I, Conrad M. Fowler

Judge of Probate in and for said State and

County, hereby certify that the within con-

veyance was filed in my office at 7

o'clock PM, on the 18 day of

May, 1960, and duly

recorded in Deed Record 209

page 17

Dated 24 day of May, 1960

Conrad M. Fowler

Judge of Probate

Shelby County, Ala.