

STATE HIGHWAY DEPARTMENT OF ALABAMA
BUREAU OF CONSTRUCTION
DIVISION OF MATERIALS

716

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 _____, 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 Clay Gravel 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:

2.5 acres of land located as follows: W 1/4 of the NE 1/4 section 18, T21S - R3W

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 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 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, 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 October 25, 1964

We, further state that We have the right to give this option and to sell the said Clay Gravel that We (are) the sole owner of the land (pit) from which the said Clay Gravel 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 November, 1964

WITNESSES:

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

RECORDED & \$ 11.21 MTG. TAX

STATE OF ALABAMA
SHELBY COUNTY

ACT NO. 780\$ DEED TAX HAS BEEN
PAID ON THIS INSTRUMENT

I hereby certify that no Deed Tax has been
lected on this instrument.

If property is a homestead, separate acknowledgments on
behalf of the husband and wife must be made before a Notary Public.
BUREAU OF PROBATE

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF ALABAMA,

Shelby County

I, Michael J. Morris, a Notary Public in and for said County, in said State hereby certify that D. A. Bachelder 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, he executed the same voluntarily on the day the same bears date.

Given under my hand this 2 day of November, A.D. 1964

Michael J. Morris
Notary Public
(Official Title)

Notary Public, State of Alabama

218 PAGE 124
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