

STATE HIGHWAY DEPARTMENT OF ALABAMA
BUREAU OF CONSTRUCTION
DIVISION OF MATERIALS

MATERIALS OPTION

STATE OF ALABAMA

COUNTY OF SHELBY

OPTION TO PURCHASE

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

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, B. A., F. A., & G. W. Chace, 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 sandrock as desired for use in the construction of Road Project SACP 434-G 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 S. 1 mi. N. of Station 97+30, lying in the S 1/2, Sec. 19, T 19 S, R 2 W, Shelby County, Alabama

on which the location of the sandrock to be removed has been designated to me; under the following conditions, to wit: Payment for the sandrock removed from the above described land shall be at the rate of five cents (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 sandrock 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 sandrock 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 termination of Project SACP 434-G, but in no event later than December 31, 1963.

The State, its agents and contractors shall assume all liability for damages and personal injuries sustained by any parties, in connection with the stripping and removal of said materials from said property, and shall save and hold harmless the undersigned owners from all such liability.

This option shall automatically expire and become null and void, without any notice whatever, if the State shall fail to confirm and accept this contract by written notice actually delivered to the Owners or notice mailed to them by Registered mail, postpaid, at 213 1/2 Graymont Avenue North, Birmingham, Alabama, and if the State of its agents or Contractors shall fail to commence the removal of sandrock from said lands described herein under the terms of this contract, all within twelve months from the date hereof.

the said land (pit) is free and clear of all liens, mortgages, encumbrances, and/or reservations.

In witness whereof, me have hereunto set our hand and seal this 14 day of December, 19 62

WITNESSES:

Officer

Richard (LS)

G. W. Chace (LS)

F. A. Chace (LS)

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

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF ALABAMA,

Jefferson County

I, Chas. H. Choate, a Notary Public in and for said County, in said State hereby certify that B. H. Choate, F. A. Choate & George W. Choate whose names S are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand this 14 day of December, A.D., 1965

Chas. H. Choate
Notary Public
(Official Title)

ACKNOWLEDGMENT FOR WIFE

STATE OF ALABAMA,

County

STATE OF ALA. CHIEF CLERK
I CERTIFY THIS INSTRUMENT
WAS FILED ON 12/14/65
RECORDED & 9.00 MTG. TAX
& 0.00 DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

I, _____, a _____ and for said

State and County, do hereby certify that on the _____ day of _____, 19____,

Conrad M. Brantley
JUDGE OF PROBATE

came before me the within named _____, known to me

to be the wife of _____ who being examined separately and apart from her husband, touching her signature to the within conveyance, acknowledged 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 _____

I, _____

Judge of Probate in and for said State and County, hereby certify that the within conveyance was filed in my office at _____ o'clock _____ M., on the _____ day of _____, 19____, and duly

recorded in Deed Record _____

page _____

Dated _____ day of _____, 19____

Judge of Probate

County, Ala.