

1889

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 () Sandrock(X)

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, Gulf States Paper Corp., 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 CPI-42 & others from a certain portion of sand rock 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:

Fraction C of fractional Section 21, T 22 S, R 1 E, Shelby County, Alabama.
(Located approximately 3 miles east of Shelby, Alabama)

on which land the definite 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 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 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 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 our, _____ heirs, assigns, or administrators from the date of its execution to January 1, 1970.

We Gulf States Paper Corporation, further state that we have the right to give this option and to sell the said sandrock that we ~~(are)~~ (are) are the sole owner of the land (pit) from which the said sandrock 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 8th day of December, 19 65.

WITNESSES:

[Signature]
Betty L. Lopez
STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 12/26/65
RECORDED & \$ 1.00 TAX
& \$ 0.00 DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.
GULF STATES PAPER CORPORATION
BY: [Signature] (LS)
E. E. Lopez
As Its: Vice President (LS)

If property is a homestead, separate acknowledgments on reverse side must be taken and wife must make acknowledgment before notary public. 1965 OF PROBATE

BOOK 233 PAGE 670