

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, Alabama Mineral Land Co., owner of mineral and surface rights of a certain tract of land hereinafter described, do hereby grant unto the ~~Spoors of Alabama Highway Department~~^{State} 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 _____ 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 SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 17, T 20 S, R 1 E, being 10 acres,
more or less.

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 * 2c & 5c & 7c 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 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, without which no such stripping or excavation to remove the chert can be made, shall be held responsible for the cost of such stripping or 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 September 1, 1972.

* Payment shall be XE 2¢ per Cu. Yd. for the first 10,000 Cu. Yds.

~~County projects & 5¢ per Cu. Yds. for all material thereafter, if used on
& 7¢ per Cu. Yd. for material used on State projects.~~

_____, _____, further state that _____ we have the right to give this option and to sell the said _____ chert _____ that _____ we (~~may~~) (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 25th day of August, 19 66.

WITNESSES:

1 have hereto
9. 66
STATE OF ALA., SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 1 PM 11/16/66

ALABAMA MINERAL LAND CO

170

725-11

320

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