

1559

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 _____, 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 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 NE¹/₄ of SE¹/₄ and SE¹/₄ of NE¹/₄, Section 36, T 21 S, R 4 W in
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 30 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 shall be responsible for the cost of such stripping and hauling of material to the place of dumping, 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 January 1, 1973

_____, further state that _____ have the right to give this option and to sell the said _____ that _____ (am) (are) _____ the sole owner of the land (pit) from which the said _____ 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 1st day of December, 19 66.

WITNESSES:

Mudford M. ...
STATE OF ALA., SHELBY CO.,
I CERTIFY THIS INSTRUMENT
WAS FILED ON 12/17 19 66

D. J. ... (LS)

Woodlands Manager

IF RECORDED & \$ _____ MTG. TAX
RECEIVED BY THE STATE, separate acknowledgments on
reverse side must be made by each party and wife
before notary public.

Cornelius J. ...
JUDGE OF PROBATE

BOOK 245 PAGE 938