

4433

## MATERIALS OPTION

COUNTY OF SHELBY

### OPTION TO PURCHASE

{	Gravel	( )	Chert	( )
	Topsoil	( )	Sand	( )
	Sandclay	( )	Earth	(X)
	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, THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM 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 EARTH as desired for use in the construction of Road Project FA(S) 5904(102) 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 SE $\frac{1}{4}$ , Section 20, T 18 S, R 1 W and SW $\frac{1}{4}$  of SW $\frac{1}{4}$ , Section 21,  
T 18 S, R 1 W, Shelby County.

(More particularly described on attached sheet) Exhibit A

on which land the definite location of the \_\_\_\_\_ earth \_\_\_\_\_ to be removed has been designated to me; under the following conditions, to wit: Payment for the \_\_\_\_\_ earth \_\_\_\_\_ removed from the above described land shall be at the rate of \_\_\_\_\_ 0.00 \_\_\_\_\_ per cubic yard by loose volume as measured in truck beds at the place of dumping, the record of yardage for payment to \_\_\_\_\_ to be the same \_\_\_\_\_ made by the State \_\_\_\_\_ for payment to its hauling contractors or agents and that payment shall be made to \_\_\_\_\_ by the State Highway Department or its contractors or agents, within \_\_\_\_\_ days after the expiration of each calendar month in which this \_\_\_\_\_ was removed, and it is hereby agreed \_\_\_\_\_ no payment shall be made to \_\_\_\_\_ for any stripping \_\_\_\_\_ or material necessarily removed in securing suitable \_\_\_\_\_ 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 US, OUR heirs, assigns, or administrators from the date of its execution to COMPLETION OF SAID PROJECT.

\_\_\_\_\_, \_\_\_\_\_, We \_\_\_\_\_, further state that we \_\_\_\_\_ have the right to give this option and ~~exercise the right~~ that we (am) (are) are the sole owner of the land (pit) from which the said \_\_\_\_\_ earth \_\_\_\_\_ is to be taken and that the said land (pit) is free and clear of all liens, mortgages, encumbrances, and/or reservations. This Material Option is granted subject to the conditions shown on Exhibit B, attached hereto and made a part hereof.

In witness whereof, we have hereunto set our hand and seal this 22<sup>nd</sup> day of September, 19 70.

**WITNESSES:**

**The Water Works Board of the City of Birmingham**

(LS) 0.4

(LS)

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

DESCRIPTION FOR MATERIALS OPTION -- BIRMINGHAM WATER WORKS, INC.

Commence at the southeast corner of the SE $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 20, T 18 S, R 1 W and run N 67° 03' W a distance of 169.4 feet to a point on the centerline of Project S-5904 (102) at P. C. Station 3+87.1; thence run northeasterly along said centerline along a 1° curve to the right (concave southeasterly) a distance of 612.9 feet to the point of beginning at Station 10+00; thence continue along said centerline and along said 1° curve a distance of 427.1 feet to a point at P. T. Station 14+27.1; thence run N 33° 30' E along said centerline a distance of 22.9 feet to a point at Station 14+50; thence turn an angle of 90° to the left and run a distance of 350.0 feet to a point; thence turn an angle of 90° to the left and run a distance of 480.0 feet to a point; thence run southeasterly a distance of 367.0 feet, plus or minus, to the point of beginning at Station 10+00 on the centerline of said project.

Said parcel of land is lying in the SE $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 20, T 18 S, R 1 W and SW $\frac{1}{4}$  of SW $\frac{1}{4}$ , Section 21, T 18 S, R 1 W and contains 3.73 acres, more or less, including right of way of said project S-5904 (102) and right of way of Shelby County Highway #27.

EXHIBIT B

CONDITIONS UNDER WHICH MATERIAL OPTION IS GRANTED

- (1) Prior to grubbing of the borrow area, the Board shall have the right to remove and sell all merchantable timber.
- (2) All debris shall be burned or removed from the borrow area.
- (3) The topsoil shall be stripped from the borrow area and stock-piled for placing back on the slopes and borrow area after all borrow has been removed and the area has been prepared.
- (4) The slopes around the borrow area shall be no greater than 4 to 1. The Water Works Board agrees to allow additional space if needed to maintain this slope.
- (5) Upon completion of the removal of material from the borrow area, the entire area shall be limed, fertilized, and seeded with the appropriate grass to prevent erosion.
- (6) The grantee agrees to establish and maintain a ditch of sufficient depth to prevent entry of automobiles or trucks from the new roadway into the borrow area.

STATE OF ALA. SHELBY CO.  
CLERK  
I HEREBY CERTIFY THIS  
INSTRUMENT WAS FILED  
1970 SEP 30 PM 10:07  
U.C.C. FILE NUMBER 88  
REC. BY & PAGE AS SHOWN ABOVE  
*David J. [Signature]*  
CLERK OF PROBATE