

2699

STATE HIGHWAY DEPARTMENT OF ALABAMA
BUREAU OF MATERIALS AND TESTS

M A T E R I A L S O P T I O N

1971042200015620 1/1 \$.00
Shelby Cnty Judge of Probate, AL
04/22/1971 12:00:00 AM FILED/CERT

State of Alabama) THIS IS AN EXCLUSIVE OPTION TO
County of Shelby) PURCHASE ROAD BUILDING MATERIAL.

Know all men by these presents that in consideration of one dollar (\$1.00) in hand paid to me, ~~me~~, receipt of which is hereby acknowledged M. C. Crow, 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 exclusive right to remove all of the road building material including ~~Topsoil, Sand, Gravel, and~~ Sand Gravel, ~~located on my, ~~my~~~~, lands as hereinafter described for use in the construction of Road Projects

T-159-J(1)

Said material to be removed from a certain portion of my, ~~my~~, 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 Projects for the duration of this instrument: Said tract being approximately described as follows:

SW 1/4 OF NW 1/4 SEC 21 T56N R28E 3W
 T56N R20E R-3W

on which land the definite location of the road building material to be removed has been designated to me, ~~me~~; Under the following conditions, to-wit: Payment for the road building materials removed from the above described land shall be at the rate of Ten Cents (10¢)

per cubic yard. Records of yardage for payment to me, ~~me~~, will be calculated by cross section measurements as recorded by the State Highway Department. I, ~~me~~, will be notified by the Highway Department each month the amount of material that is removed and payment will be made to me, ~~me~~, within 60 days thereafter. It is hereby agreed that no payment shall be made to me, ~~me~~, for any stripping or material necessarily removed in securing suitable materials 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, ~~my~~, land designated by me, ~~me~~, within three hundred (300) feet from the place of excavation and that the above payment will compensate me, ~~me~~, in full for any damage to my, ~~my~~, land incurred in the removal and disposal of these materials.

After sand has been removed, pit is to be left reasonably level with good drainage

This option is to purchase the right to remove materials in accordance with the terms of this instrument and shall be binding upon me, ~~me~~, ~~my~~, ~~my~~, heirs, assigns, or administrators from the date of its execution to

Completion of Project

I, ~~me~~, the undersigned, further state that I, ~~me~~, have the right to give this option and to sell the said road building materials, that I, ~~me~~, -am, ~~my~~, the sole owner of the land from which the said material is to be taken and that said land (source) is free and clear of all liens, mortgages, encumbrances, and/or reservations.

In witness whereof, I have hereunto set my, ~~my~~, hand and seal this 14 day of April, 19 71.

WITNESSES:

Rayne Blackburn

M. C. Crow

STATE OF ALABAMA
SHELBY COUNTY
JUDGE OF PROBATE
1971 APR 23 PM 12:04
U.C.C. FILE NO. 2088
RECEIVED & PAGE AS SHOWN ABOVE
Cause of my signature

ADDRESS:

2111E OF VICTORY
2012. Lane North 35208
Bham Ala

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