


9631

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

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


19720606000028800 1/1 \$.00
Shelby Cnty Judge of Probate, AL
06/06/1972 12:00:00 AM FILED/CERT

Know all men by these presents that in consideration of one dollar (\$1.00) in hand paid to me, us, receipt of which is hereby acknowledged We, Clarice Luck and Ruth Luck Gordon, 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, Soil Aggregate, Granular Soil, Stone, Sand Gravel, Chert, Earth, etc. located on my, our, lands as hereinafter described for use in the construction of Road Projects I-55-2(30)
The proposed part of Interstate 65 from Alabaster North to FAS Route 158.
Said material to be removed from a certain portion of my, 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 Projects for the duration of this instrument: Said tract being approximately described as follows: A strip of earth located approximately 355 feet right Station 129+50 on US 31 and lying in the NE 1/4 of Section 12, Township 21-S, Range 3-W in Shelby County. This source is available to furnish the additional borrow that will be required for completion of the embankment construction on the relocated part of the County road right of the main line at the Alabaster Interchange after the area along US 31 agreed on by the Right-Of-Way Engineer and the property owner, has been exhausted.
on which land the definite location of the road building material to be removed has been designated to me, us; Under the following conditions, to-wit: Payment for the road building materials removed from the above described land shall be at the rate of five cents
per cubic yard. Records of yardage for payment to me, us, will be calculated by cross section measurements as recorded by the State Highway Department. I, We, will be notified by the Highway Department each month the amount of material that is removed and payment will be made to me, us, within 90 days thereafter. It is hereby agreed that no payment shall be made to me, us, 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, our, land designated by me, us, within three hundred (300) feet from the place of excavation and that the above payment will compensate me, us, in full for any damage to my, our, land incurred in the removal and disposal of these materials.
If this additional area is entered the floor of the area from which material is removed will be left at approximately the same elevations as the present ground elevation adjacent to US 31. The area exposed will also be landscaped as recommended by the landscape engineer.

This option is to purchase the right to remove materials in accordance with the terms of this instrument and shall be binding upon me, us, my, our, heirs, assigns, or administrators from the date of its execution to completion of the above named project or until May 1, 1975, whichever time shall occur first.
I, we, the undersigned, further state that I, we, have the right to give this option and to sell the said road building materials, that I, we, am, are, 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, we have hereunto set my, our, hand and seal this 26th day of April, 19 72.

WITNESSES:

Ruth L. Gordon

Clarice W. Luck (LS)
(Clarice W. Luck)

Ruth L. Gordon (LS)
(Ruth L. Gordon)

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BOOK

REC. SEC. & CLERK
JUL 11 1972