

STATE HIGHWAY DEPARTMENT OF ALABAMA
BUREAU OF CONSTRUCTION
DIVISION OF MATERIALS

1828

MATERIALS OPTION



19750107000000990 1/1 \$.00
Shelby Cnty Judge of Probate, AL
01/07/1975 12:00:00AM FILED/CERT

STATE OF ALABAMA

COUNTY OF SHELBY

m 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 me, receipt of which is hereby acknowledged, Billy Wall, 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 county roads from a certain portion of 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 Project for the duration of this instrument: said tract being approximately described as follows:

Located in the SW $\frac{1}{4}$ of Section 17, Township 20 South, Range 1 East, Shelby County.

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 five cents (5¢) per cubic yard by loose volume as measured in truck beds at the place of dumping, the record of yardage for payment to me to be the same as made by the State for payment to its hauling contractors or agents and that payment shall be made to me by the State Highway Department or its contractors or agents, within 90 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 me 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, 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 my 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, 1980.

, further state that me have the right to give this option and to sell the said land that me (am) (are) me 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, we have hereunto set OUR hand and seal this 7 day of January, 19 75.

WITNESSES:

Adell L. Edmondson

Billy Wall (LS)

(LS)

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

BOOK 290 PAGE 290