

THIS INSTRUMENT PREPARED BY
 Will Jefcoat
 ROW Bureau/Central Office
 ALABAMA DEPARTMENT OF TRANSPORTATION
 MONTGOMERY, AL 36130

500.00

STATE OF ALABAMA

COUNTY OF SHELBY

PROJECT NO. IM-I065(401)

CPMS PROJ. NO. 100058259

TRACT NO. 1

DATE: September 17, 2013

**RIGHT OF WAY DEED
 FOR RAILROAD PERMANENT EASEMENT**



20131007000402250 1/4 \$24.00
 Shelby Cnty Judge of Probate, AL
 10/07/2013 02:19:13 PM FILED/CERT

THIS PERMANENT EASEMENT, made and entered into this 19th day of September, 2013, by and between NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, having its principal office in Three Commercial Place, Norfolk, Virginia 23510 Grantor and the ALABAMA DEPARTMENT OF TRANSPORTATION, Grantee:

WITNESSETH: That the said Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00), and the receipt and sufficiency of which is hereby acknowledged, does by these presents, quitclaim, release and remise unto Grantee, an easement or right of way for the construction, operation, maintenance and removal of an at-grade crossing ☐ or a grade separated crossing ☒ on State Road I-65, in accordance with the plans on file at the Alabama Department of Transportation Third Division Office in Birmingham, Alabama, over, across and upon the land situated in the NE 1/4 of NW 1/4, Section 22, Township 22 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

A part of the NE 1/4 of NW 1/4, Section 22, Township 22-S, Range 2-W, identified as Tract No. 1 on Project No. IM-I065(401) in Shelby County, Alabama and being more fully described as follows:

Commencing at a R/W marker on the West R/W line of I-65, said marker stamped "Sta. 139+00.00";

thence N 7°8'8" W and along the said present R/W line a distance of 188.01 feet to a point on the required easement line (said point offset 150.96' and perpendicular to centerline of project at station 141+47.59), which is the point of BEGINNING;

thence N 7°11'36" W and along the required easement line a distance of 105.69 feet to a point on the present North R/W line of Norfolk Southern Railway Company;

thence S 85°33'45" E and along the said present R/W line a distance of 317.39 feet to a point on the required easement line (said point offset 159.72' and perpendicular to centerline of project at station 141+90.64);

thence S 1°23'24" E and along the required easement line a distance of 100.47 feet to a point on the present South R/W line of Norfolk Southern Railway Company;

thence N 86°13'43" W and along the said present R/W line a distance of 306.30 feet to the point and place of BEGINNING, containing 0.73 acre, more or less.

And as shown on the right of way map of record in the Alabama Department of Transportation a copy of which is also deposited in the office of the Judge of Probate as an aid to persons

and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

SUBJECT, to all restrictions, conditions, reservations, licenses, leases and easements, whether or not of record.

RESERVING, however, unto Grantor, its affiliates, subsidiaries, parent corporations, successors, assigns, licensees and lessees the right to continue to maintain, repair, renew and operate a railroad and appurtenances across the easement area and to construct such additional tracks and other railroad facilities across said easement area and to maintain, repair, renew and operate the same as in the judgment of Grantor, its affiliates, subsidiaries, parent corporations, successors, assigns, licensees or lessees may be requisite.

RESERVING, further, unto Grantor, its affiliates, subsidiaries, parent corporations, successors, assigns, licensees or lessees the right to install, construct, locate, maintain, repair and renew any fiber optic communications lines and associated structures and facilities related thereto across, under or over said easement area and to maintain, repair, renew and operate the same as in the judgment of Grantor, its affiliates, subsidiaries, parent corporations, successors, assigns, licensees or lessees may be requisite; provided, however, that Grantor's exercise of the rights herein reserved shall not interfere with or impair the rights herein granted to Grantee.

TO HAVE AND TO HOLD the above described easement unto Grantee, its successors and assigns, so long as it or they may require the same for the purposes granted; provided, however, that this conveyance is made by Grantor upon the following conditions: (a) that Grantor shall not be required to assume any expense in connection with or incident to any construction, maintenance, use or repair of any facilities located within said easement area and shall be exempt from any and all charges, costs or assessments of any kind or character on account of the construction, maintenance, use or repair of any facilities located with said easement area under and across the aforesaid parcel of land or adjacent property of Grantor; (b) if, at any time, the easement herein granted or any part thereof, shall no longer be required by Grantee, its successors or assigns, for the purposes which granted, the same shall terminate and Grantee, its successors or assigns, shall execute such instruments as now provided or as may be hereinafter provided by law to clear title to the aforesaid property; and (c) upon termination of the easement for any reason, Grantee shall remove all facilities placed within the easement area and restore the property to its prior condition or to a condition acceptable to Grantor's chief engineering officer.

The grantor herein further warrants that the above described property is no part of his/her homestead.

It is further understood and agreed, except for that certain Agreement (Federal Aid Project IM-1065(401) dated March 5, 2012, between Grantor and Grantee, that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

IN WITNESS THEREOF, the said Grantor has caused these presents to be signed by its Real Estate Manager and its corporate seal attested by its Assistant Corporate Secretary, to be hereunto affixed the day and year first above written.

ATTEST:

NORFOLK SOUTHERN RAILWAY COMPANY

Kentaro M. Senoo

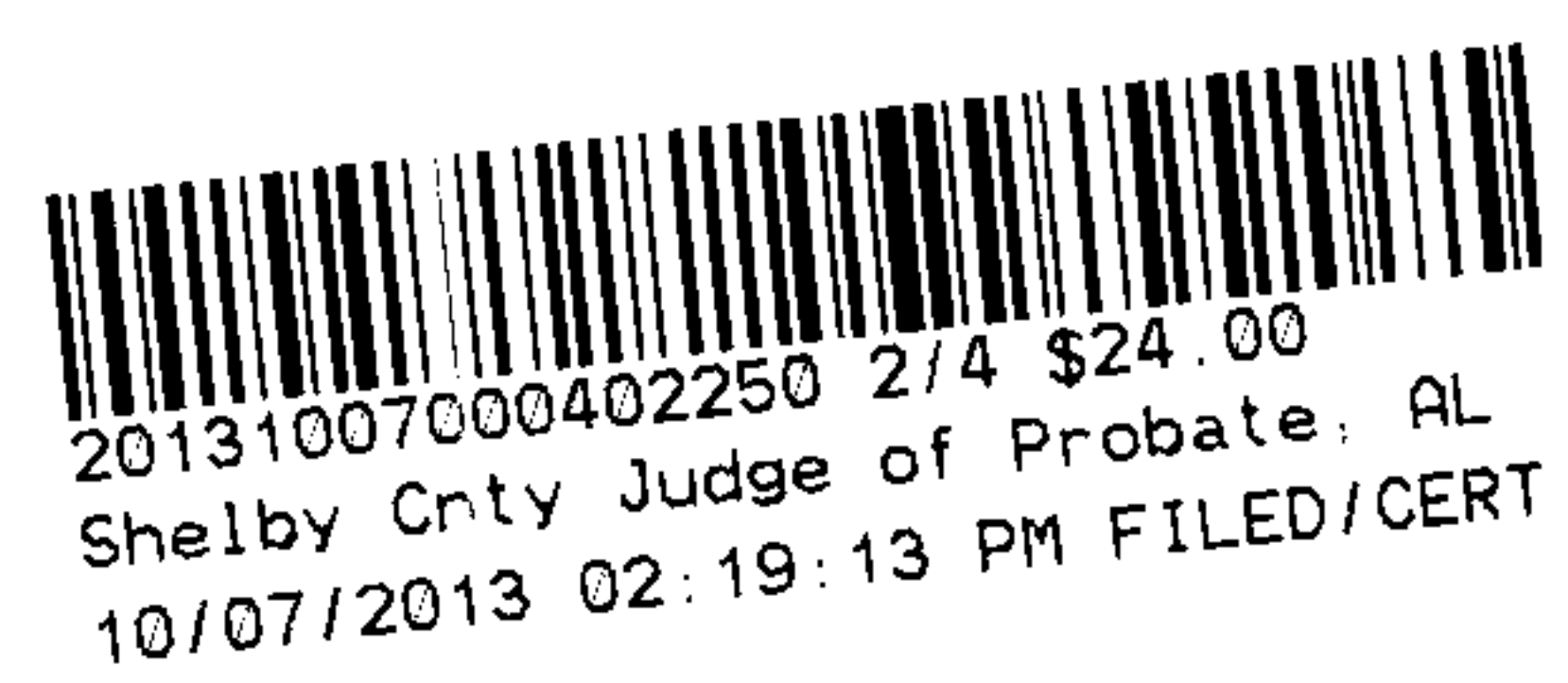
LVH

By:

SG Portnell

Name: Margaret M. Senoo
Assistant Corporate Secretary

Name: SG Portnell
Real Estate Manager

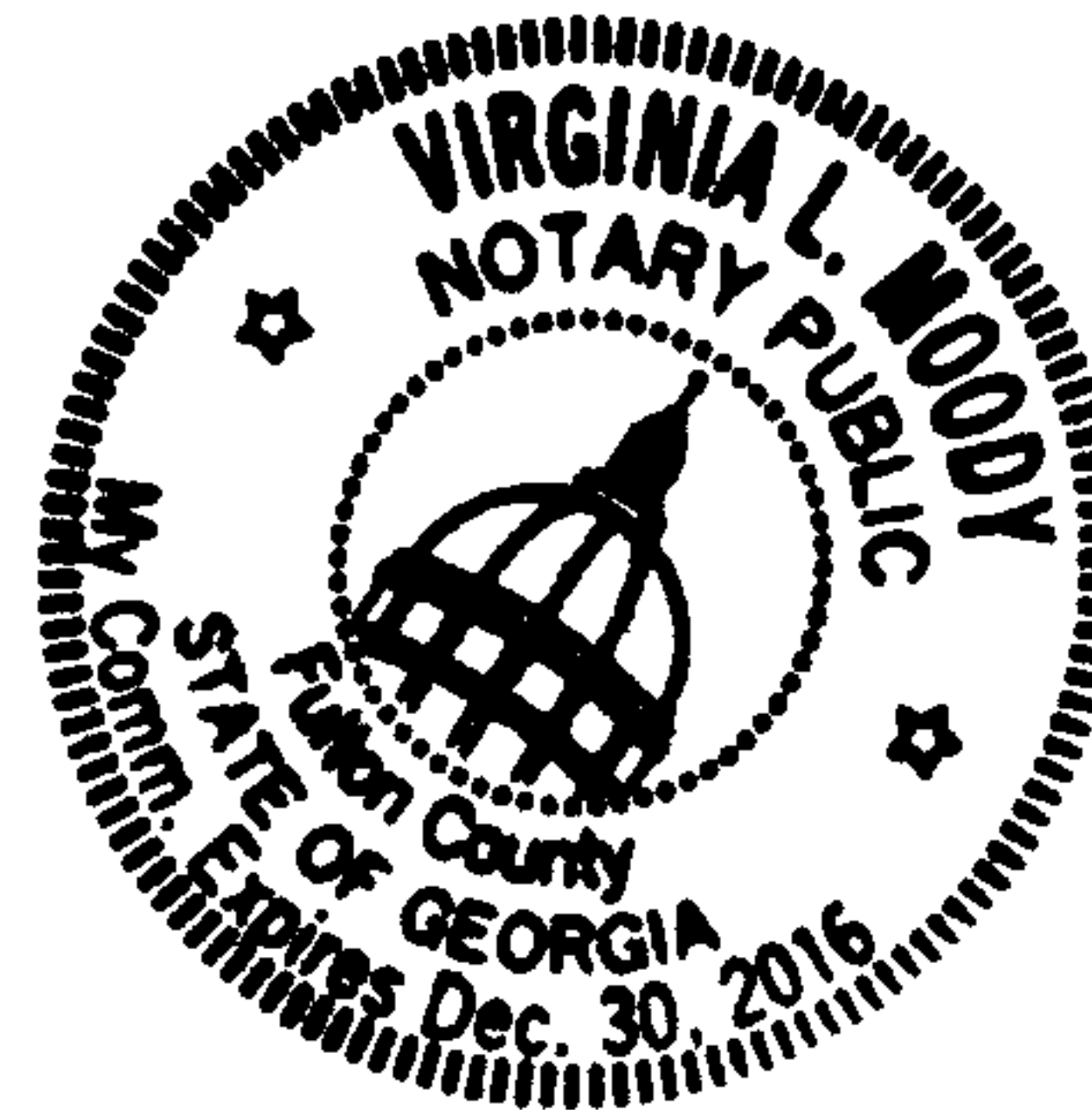


STATE OF GEORGIACOUNTY OF FULTON

BE IT REMEMBERED, that on this 19th day of September, 2013, before me, the subscriber, a Notary Public in and for said state, personally came, S.G. Portnell, Real Estate Manager, and Mary Ann Mollady, Assistant Corporate Secretary, of the Grantor in the foregoing Deed, and acknowledged the signing thereof to be their and its voluntary act and deed, on behalf of Norfolk Southern Railway Company pursuant to authority of its Board of Directors.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Virginia L Moody
Name: Virginia L Moody
Notary Public

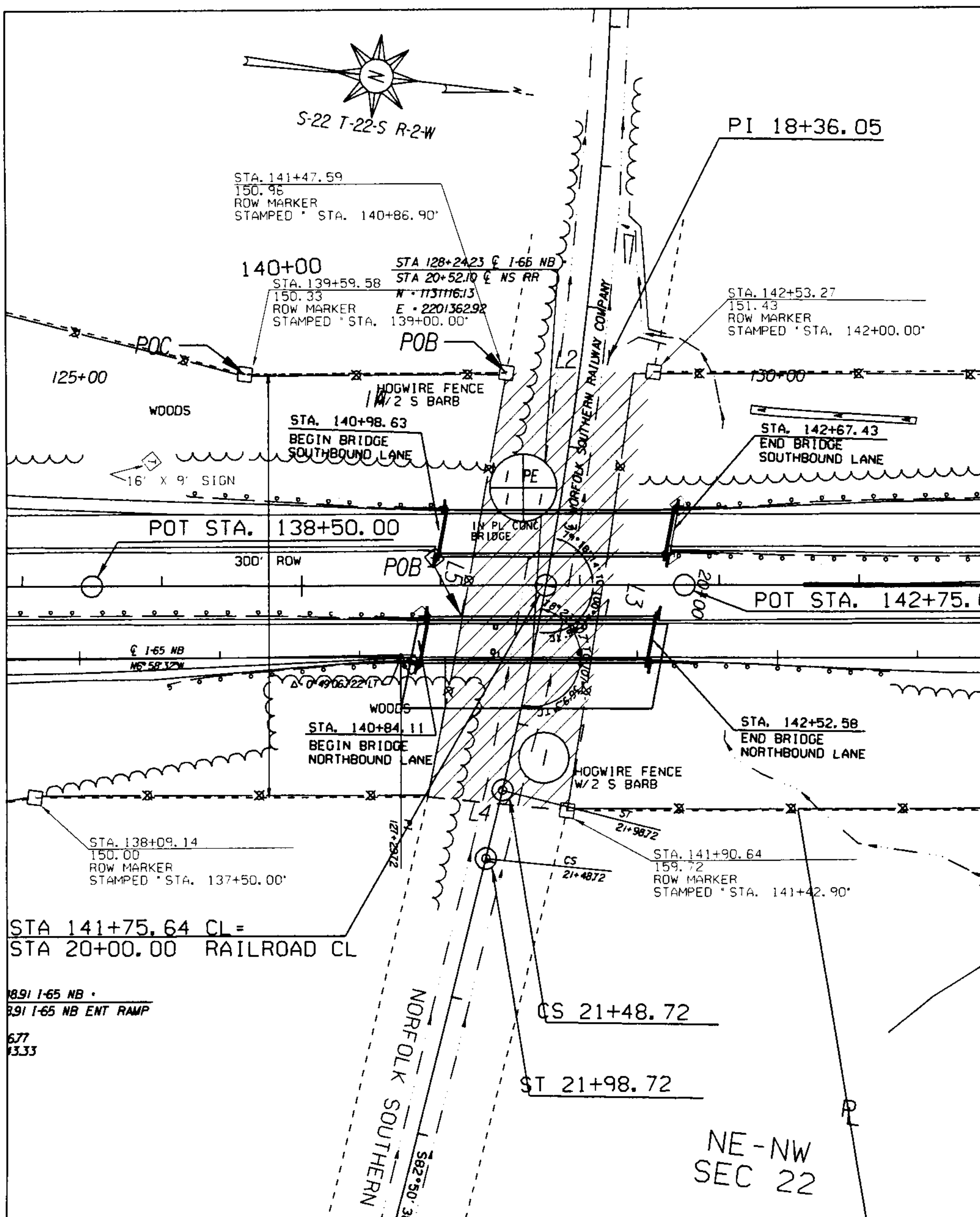


20131007000402250 3/4 \$24.00
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& VICKI LEWIS
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TRACT 1, PE 1 OF 1
AREA = 0.73 Acre(s)

COURSE	BEARING	DISTANCE	RADIUS	DIR
M1	N7° 8' 8" W	188.01		
L2	N7° 11' 36" W	105.69		
L3	S85° 33' 45" E	317.39		
L4	S1° 23' 24" E	100.47		
L5	N86° 13' 43" W	306.30		

Tract #	1	Scale:	1" = 100'
Grantor(s):	Norfolk Southern Railway Company	State:	Alabama
Total Before:	N/A	County:	SHELBY
Total PE:	0.73 AC	Project:	IM-1065(401)
Total Remainder:	N/A	CPMS #:	100058259
THIS IS NOT A BOUNDARY SURVEY		Date:	17-Sep-13
		Sketch:	1 of 1