

DEED OF EASEMENT

THIS EASEMENT DEED, made as of 21st day of July, 2017, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor," and the CITY OF HOOVER., a body corporate and politic under the laws of the State of Alabama, whose mailing address is 100 Municipal Lane, Hoover, Alabama 35226, hereinafter called "Grantee"; WITNESSETH:

(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.)

THAT, for and in consideration of payment of the sum of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00), which is the full monetary consideration for this conveyance, and other valuable consideration, the receipt whereof is hereby acknowledged, Grantor does hereby GRANT and CONVEY unto Grantee, Grantee's successors and assigns, WITHOUT WARRANTY and only to the extent that Grantor's title permits, and FURTHER SUBJECT TO the terms, conditions, exceptions and reservations herein made, one (1) non-exclusive aerial easement, two (2) non-exclusive roadway easements, two (2) pier easements on, over or across Grantor's property at Elvira, Shelby County, State of Alabama, hereinafter designated "the Easements", which Easements are more particularly described in Exhibit A, attached hereto and incorporated herein, to accommodate the Stadium Trace Extension Bridge.

EXCEPTING and RESERVING unto Grantor, its successors and assigns, the right to continue to occupy, possess and use the land upon which the Easements are imposed for any and all railroad purposes consistent with Grantor's operations and needs, including but not limited to the placement, repair, relocation and removal of fiber optic cable, and the right to construct, reconstruct, relocate, operate, maintain, repair, renew, replace and remove Grantor's tracks and other facilities as now exist or which may in the future be located in, upon, over, under or across the Easements.

TO HAVE AND TO HOLD the Easements and rights herein granted, solely for the purpose herein contained; SUBJECT, however, to any public or private utilities, cables, wires, pipes and other facilities located in, on, over, under or across the Easements, and all agreements, easements and rights granted or reserved therefor, whether the instruments granting or reserving the same be recorded or unrecorded; ALSO SUBJECT TO the following terms, conditions, exceptions and reservations:

Said bridge, highway or roadway shall be constructed, maintained, repaired, renewed, reconstructed and/or removed in accordance with the provisions of that certain Agreement made among CSX Transportation, Inc., the City of Hoover, and the State of Alabama dated April 19, 2017, and the Plans for the said improvements, which Agreement and Plans are on file in the respective offices of said parties; and the provisions of said Agreement shall survive delivery of this deed.

Grantee, its successors and assigns, shall provide and maintain, at Grantee's sole expense, drainage facilities in accordance with plans and specifications for said Road or Highway project, which plans and specifications are on file in the respective offices of the parties hereto, to prevent runoff and other surface waters collected on the Easements from flowing over Grantor's tracks and adjacent properties.


Grantee, its successors and assigns, shall not at any time impair or interfere with the lateral or subjacent support of Grantor's properties, structures, tracks or improvements on or adjacent to the Easements, or otherwise damage the same in any way.

Excluded from this grant are any and all rights of way for access, ingress or egress, whether by way of necessity, implication or otherwise, across, under or over any adjoining properties of Grantor.

All road or highway structures shall be constructed, erected and maintained by Grantee, in, on or over the Easements to provide for a minimum vertical clearance of twenty-three (23) feet (from top of existing rail) and minimum lateral clearance of eighteen (18) feet (from center line of existing tracks).

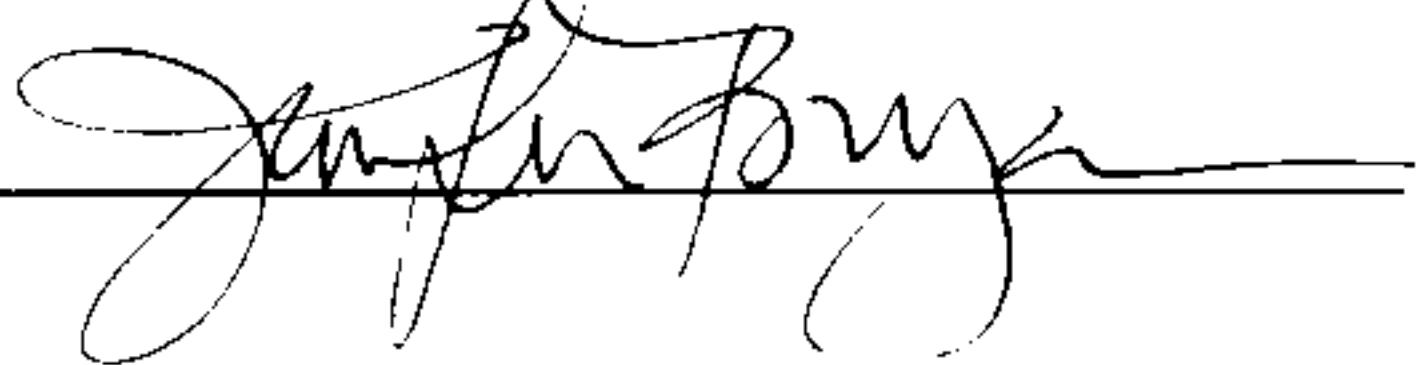
If, at any time, the Easements herein granted, or any part thereof, shall no longer be used or required by Grantee, its successors or assigns, for the purposes for which granted, the same shall terminate, and Grantee, its successors or assigns, shall execute such instrument as provided or as hereafter may be required by law to clear title to the aforesaid property.

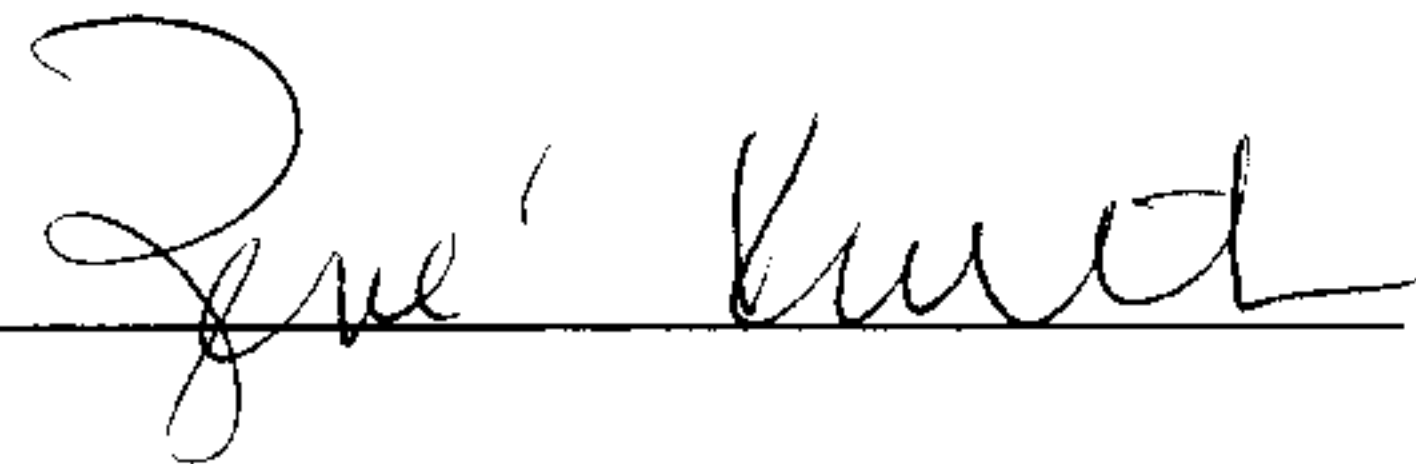
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Shelby Cnty Judge of Probate, AL
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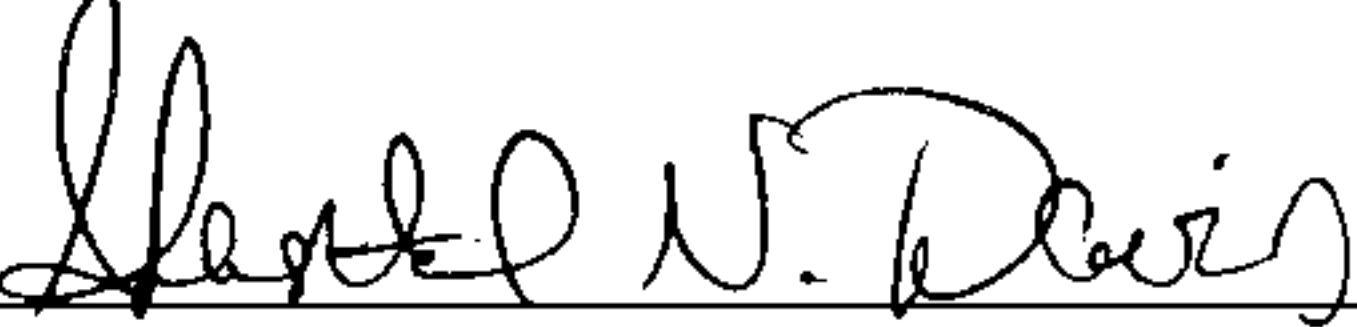
IN WITNESS WHEREOF, CSX TRANSPORTATION, INC., pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

Signed, sealed and delivered
in the presence of:





CSX TRANSPORTATION, INC.:

By: 

Print: Shantel N. Davis

Print: Vice President – Real Estate and Facilities

Attest  (SEAL)
Secretary

Print Name: DAVID A. HOFFMAN
ASST. CORPORATE SECRETARY

This instrument prepared by
or under the direction of:

Kim R. Bongiovanni
Assistant General Counsel
Law Department
500 Water Street
Jacksonville, Florida 32202

Return to: The City of Hoover
100 Municipal Lane
Hoover, AL 35216



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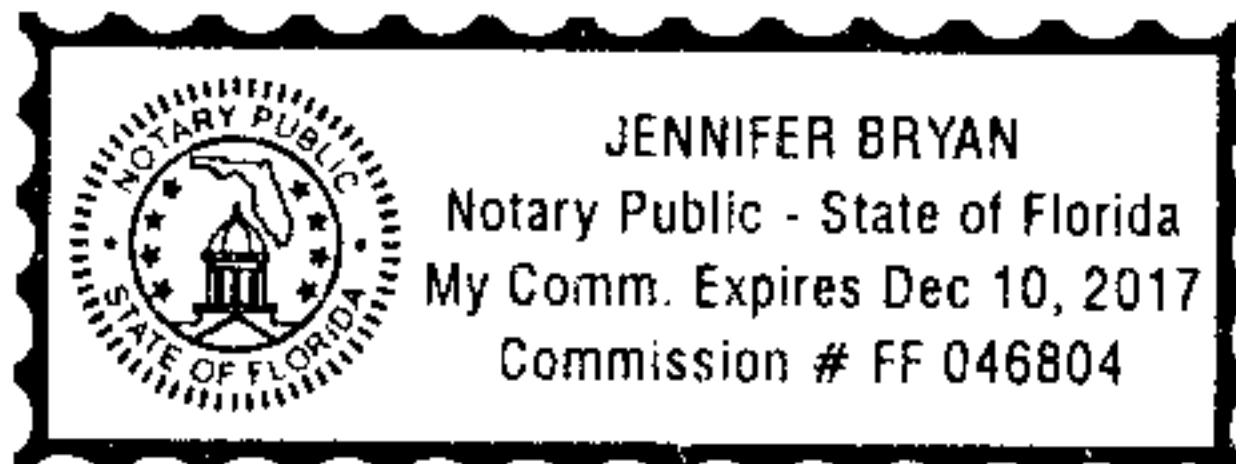
STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

I, Jennifer Bryan, a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County came Shantel N. Davis (X) to me known, and/or () proven by satisfactory current evidence to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did make oath, acknowledge and say that: she is Vice President - Real Estate and Facilities of CSX Transportation, Inc., the corporation described in and which executed said instrument; she is fully informed of the contents of the instrument; she knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; she signed her name thereto for said corporation pursuant to Board authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 21 day of July, 2017.

My commission expires on:

Jennifer Bryan (SEAL)
Notary Public
Print Name: Jennifer Bryan



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Shelby Cnty Judge of Probate: AL
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EXHIBIT A

Description of Easement at: Elvira, Shelby County, Alabama
To: Blackridge Partners, LLC
CSXT Deed File No.: 2016-2951

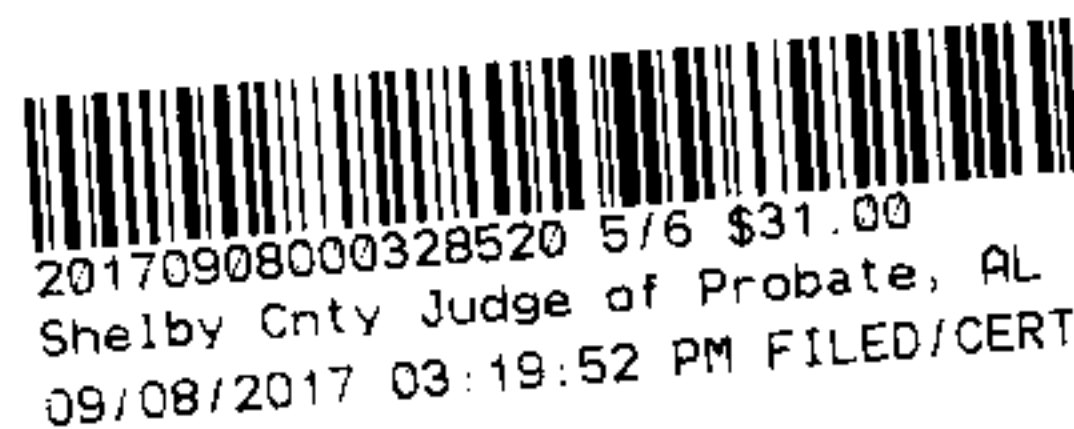
LEGAL DESCRIPTION

Aerial Easement

A parcel of land situated in the Southeast 1/4 of the Northeast 1/4 of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows: Commence at the Northeast corner of Section 5, and run South along the East line of said section for a distance of 2320.45 feet; thence turn an angle of 90°00'00" to the left and run in a Westerly direction for a distance of 1144.33 feet to the POINT OF BEGINNING; thence turn an angle of 225°56'57" to the left and run in a Southwesterly direction for a distance of 116.00 feet; thence turn an angle of 90°00'00" to the right and run in a southeasterly direction for a distance of 50.00 feet thence turn an angle of 90°00'00" to the right and run in a northeasterly direction for a distance of 116.00 feet; thence turn an angle of 90°00'00" to the right and run in a northwesterly direction for a distance of 50.00 feet to the POINT OF BEGINNING.
Said parcel containing 5800 sq. ft., more or less.

Roadway Easement "A"

A parcel of land situated in the Southeast 1/4 of the Northeast 1/4 of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows: Commence at the Northeast corner of Section 5, and run South along the East line of said section for a distance of 2353.05 feet; thence turn an angle of 90°00'00" to the left and run in a Westerly direction for a distance of 1106.18 feet to the POINT OF BEGINNING; thence turn an angle of 134°03'03" to the left and run in a northwesterly direction for a distance of 50.00 feet; thence turn an angle of 89°27'06" to the right and run in a southwesterly direction for a distance of 4.75 feet; thence turn an angle of 90°00'00" to the right and run in a southeasterly direction for a distance of 50.00 feet; thence turn an angle of 90°00'00" to the right and run in a northeasterly direction for a distance of 4.27 feet to the POINT OF BEGINNING.
Said parcel containing 226 sq. ft., more or less.



Roadway Easement "B"

A parcel of land situated in the Southeast 1/4 of the Northeast 1/4 of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows: Commence at the Northeast corner of Section 5, and run South along the East line of said section for a distance of 2437.50 feet; thence turn an angle of 90°00'00" to the left and run in a Westerly direction for a distance of 1191.82 feet to the POINT OF BEGINNING; thence turn an angle of 134°35'57" to the left and run in a northwesterly direction for 50.00 feet; thence turn an angle of 88°17'47" to the right and run in a southwesterly direction for a distance of 19.27 feet; thence turn an angle of 92°15'06" to the right and run in a southeasterly direction for a distance of 50.17 feet; thence turn an angle of 87°18'29" to the right and run in a northeasterly direction for a distance of 19.76 feet to the POINT OF BEGINNING.
Said parcel containing 977 sq. ft., more or less.

Structural Easement "A"

A parcel of land situated in the Southeast 1/4 of the Northeast 1/4 of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows: Commence at the Northeast corner of Section 5, and run South along the East line of said section for a distance of 2358.21 feet; thence turn an angle of 90°00'00" to the left and run in a Westerly direction for a distance of 1102.87 to the POINT OF BEGINNING; thence turn an angle of 135°24'03" to the right and run in a southwesterly direction for 10.00 feet; thence turn an angle of 90°00'00" to the left and run in a northwesterly direction for a distance of 57.00 feet; thence turn an angle of 90°00'00" to the left and run in a northeasterly direction for a distance of 10.00 feet; thence turn an angle of 90°00'00" to the left and run in a southeasterly direction for a distance of 57.00 feet to the POINT OF BEGINNING.
Said parcel containing 570 sq. ft., more or less.

Structural Easement "B"

A parcel of land situated in the Southeast 1/4 of the Northeast 1/4 of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows: Commence at the Northeast corner of Section 5, and run South along the East line of said section for a distance of 2436.85 feet; thence turn an angle of 90°00'00" to the left and run in a Westerly direction for a distance of 1182.62 to the POINT OF BEGINNING; thence turn an angle of 135°56'57" to the left and run in a northwesterly direction for 57.00 feet; thence turn an angle of 90°00'00" to the right and run in a southwesterly direction for a distance of 10.00 feet; thence turn an angle of 90°00'00" to the right and run in a southeasterly direction for a distance of 57.00 feet; thence turn an angle of 90°00'00" to the right and run in a northeasterly direction for a distance of 10.00 feet to the POINT OF BEGINNING.
Said parcel containing 570 sq. ft., more or less.

