

4654

DEED

THIS INDENTURE, between the LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a corporation created and existing under the laws of the State of Kentucky, party of the first part, hereinafter called Grantor, and the CITY OF CALERA, ALABAMA, party of the second part, hereinafter called Grantee,

WITNESSETH, That the Grantor for and in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, does hereby sell, grant and convey to the Grantee an easement for street purposes only, on and across a tract or parcel of land at Calera, in the County of Shelby, State of Alabama, and more particularly described as follows:

All that part of the right of way of the Grantor herein contained in a strip or parcel of land twenty (20) feet in width, lying ten (10) feet in width on each side of the center line of the street known as 23rd Avenue, said center line of street crossing the center line of the main track of the Birmingham Division, formerly the South & North Alabama Division of the railroad of the Grantor at Valuation Station 22477/78, which is twenty eight hundred eighty two (2882) feet measured in a southerly direction along said center line of main track from Mile Post 425 from Louisville, Ky. and having an angle in the southeast quadrant of the intersection of the tangent to the curve of said center line of main track of 78° , containing thirty one thousandths (0.031) acre, more or less, and being situated in the Northwest Quarter of the Northwest Quarter ($NW\frac{1}{4}$ of $NW\frac{1}{4}$) of Section Two (2), Township Twenty Four (24) North, Range Thirteen (13) East, and being part of the same property conveyed to the Grantor by the South & North Alabama Railroad Company by deed dated Jan. 21, 1914, recorded in Deed Book 54, page 400, in the office of the Judge of Probate, Shelby County, Alabama.

It is further understood that the Grantee shall install and be responsible for the construction and maintenance of all drainage structures for the proper protection of the railroad fill.

The land over which easement is hereby granted is part of the Grantor's right of way occupied partly by its tracks, and the Grantor expressly retains the right to maintain said tracks and to construct and maintain any additional track or tracks, as it may find necessary in the conduct of its business, and to make any lawful use of its right of way that is not destructive of the easement hereby granted, and said Grantee agrees at its entire expense to pave across the track or tracks of the Grantor that may be constructed thereon and assume the entire cost of any flashing lights, crossing protection or grade separation that may be hereafter required.

The Grantee assumes full responsibility for any and all damages that may accrue to the railroad or its property through the interference with the stability of the railroad embankment, cut slopes or other property by the construction of the street through the cutting of slopes of railroad fills, or in any other manner, and to the concentration or the discharge of water onto the property of the Grantor. Should the Grantor find it necessary to construct or install walls, piling or structures of any sort to support the railroad or railroad embankment or cut slopes, etc. such structures shall be built entirely at the expense of the Grantee, its successors or assigns, and same shall be maintained by the Grantee, its successors and assigns, in perpetuity.

The conveyance of the easement hereby made is upon the express condition subsequent, that in the event of a vacation or non-use of said street or any portion thereof, or if said premises or any portion thereof shall be at any future time abandoned as a public street, or cease to be used as a public street or shall be used by the Grantee for any other purpose, said easement hereby conveyed as to the portion so abandoned or vacated, or any interest granted by this deed, shall thereupon cease and determine, and all rights hereby conveyed shall revert to the Grantor.

It is understood and agreed that the Grantor shall not be required to pay any cost of the construction, operation or maintenance of the said street on, over or adjacent to said strip of land, and should any assessment be made for such purposes by any Governmental agency, or its property be levied upon for the construction or maintenance of said street, the said Grantee, its successors and assigns, agrees to assume and pay any such assessment as may be made against same.

The Grantee agrees to bear the entire expense of moving and making such rearrangements of the Grantor's facilities as may be at any time deemed necessary by the Grantor, including the moving of any fence, pole line or other structures which may be located on the said parcel of land herein conveyed, onto the property of the Grantor adjoining, in order to conform to the change in location of the street, and such fence, pole line and/or other structures shall be relocated and reconstructed on the property of the Grantor in a manner which is entirely satisfactory to its Division Superintendent.

The foregoing grant is upon condition that the street to be constructed on said land shall be used solely for the passage of vehicles and pedestrians, and that the right or easement hereby conveyed shall not include the right to construct or maintain, or permit the construction or maintenance of pipe lines or pole lines for the conveyance of electric current for power or communication purposes.

IN WITNESS WHEREOF, the Louisville and Nashville Railroad Company, Grantor herein, has caused these presents to be signed by its duly authorized officers and its corporate seal, duly attested, to be hereunto affixed, this 22nd day of October, 1948.

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

BY J.E. Tilford

Executive Vice President

Attest:

M.C. Browder, Secretary

CORPORATE SEAL

Executed in Presence of:

W.L. Flick

L.C. Guten

STATE OF KENTUCKY

JEFFERSON COUNTY

I, C.H. Beerwarth, a Notary Public in and for said County in said State, hereby certify that J.E. Tilford and M.C. Browder, whose names as Executive Vice President and Secretary, respectively of the Louisville and Nashville Railroad Company, a corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that being informed of the contents of this instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office, this 22nd day of October, 1948.

C.W. Beerwarth, Notary Public
Jefferson County, Kentucky

NOTARIAL SEAL

My commission expires as Notary Public, April 29, 1951.

Filed in the office of the Probate Judge on the 23 day of June, 1950 at 10:00 A.M. and recorded in Deed Record 142 on page 229 this the 24 day of June, 1950.

L.C. Walker, Judge of Probate

STATE OF ALABAMA
SHELBY COUNTY

I hereby certify that
\$ None Privilege Tax
has been paid on the within
instrument as required
by law.

L. C. WALKER,
JUDGE OF PROBATE