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MEMORANDUM OF AGREEMENT, made this 15 day of Sept.,
 A.D., 1953, between CENTRAL OF GEORGIA RAILWAY COMPANY, a corporation
 of the State of Georgia, hereinafter referred to as the Grantor, party
 of the first part, and THE BOARD OF ^{REVENUE CONTROL} ~~GENERAL~~ AND REVENUE FOR SHELBY
 COUNTY, ALABAMA, a political subdivision of the State of Alabama,
 hereinafter referred to as the Grantee, party of the second part.

WHEREAS, the Grantee desires to widen, relocate and improve cer-
 tain roads between Calois, Alabama, and Dunavant, Alabama, in Shelby
 County, Alabama, known as State Project No. S-396, and has resurveyed
 the same and desires to construct a portion thereof upon the property
 of the Grantor hereinafter described, and desires to obtain from the
 Grantor the easements hereinafter granted.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

1. The Grantor hereby grants unto the Grantee, subject to the
 conditions subsequent hereinafter named, the right to use for highway
 purposes ten (10) parcels of the Grantor's land in Shelby County, Ala-
 bama, Birmingham District, as shown in red on prints of the Grantor's
 Plans No. 13856, 13852, 13884, 13900, 13905 and 13943, which are attached
 to and made a part of this agreement, said parcels being more particular-
 ly described as follows:

PARCEL NO. 1.

A parcel of land of somewhat triangular shape in Calois, Ala; said
 parcel lying on the east side of the Grantor's main track; measuring
 approximately 35 ft., by 118 ft., by 9 ft., by 90 ft., beginning at
 M.P. S-411 plus 3785 ft., and extending westwardly 90 ft.

PARCEL NO. 2.

A parcel of land in Calois, Ala; measuring approximately 60 ft. in
 width by 258 ft. in length, extending from the easterly to the westerly
 right of way lines of the Grantor; the center of said parcel crossing
 the center line of the Grantor's main track at M.P. S-411 plus 4045 ft.

PARCEL NO. 3.

A parcel of land measuring approximately 50 ft. in width, by 95
 ft. in length, extending entirely across the Grantor's spur track
 right of way; the center of said parcel being approximately 40 ft. west
 of the Grantor's M.P. S-412.

PARCEL NO. 4.

A parcel of land of irregular shape measuring 0 ft. in width on
 each end, with a maximum width of 10 ft; beginning at M.P. S-412 plus
 707 ft. and extending westwardly, north of and adjoining the Grantor's
 southerly right of way line, a distance of 225 ft. more or less.

2.

PARCEL NO. 5.

A parcel of land of irregular shape, lying northerly of and adjoining the Grantor's southerly right of way line; said parcel measuring 2335 ft., by 86 ft., by 25 ft., by 805 ft., by 25 ft., by 1515 ft. more or less; said parcel beginning at M.P. S-412 plus 1060 ft. and extending westwardly, along said southerly right of way line 2335 ft. more or less.

PARCEL NO. 6.

A parcel of land 60 ft. in width by 110 ft. more or less in length; extending from the northerly to the southerly right of way lines of the Grantor; the center of said parcel of land crossing the center of the Grantor's main track at M.P. S-416 plus 324 ft.

PARCEL NO. 7.

A parcel of land 60 ft. in width, by 103 ft. more or less in length; extending from the easterly to the westerly right of way lines of the Grantor; the center of said parcel crossing the center of the Grantor's main track at M.P. S-418 plus 4212.2 ft.

PARCEL NO. 8.

A parcel of land 60 ft. in width, by 102 ft. more or less in length; extending from the easterly to the westerly right of way lines of the Grantor; the center of said parcel crossing the center of the Grantor's main track at M.P. S-419 plus 336 ft.

PARCEL NO. 9.

A parcel of land in Dunavant, Ala; 60 ft. in width, by 110 ft. more or less in length; extending from the northerly to the southerly right of way lines of the Grantor; the center of said parcel crossing the center of the Grantor's main track at M.P. S-419 plus 3363.8 ft.

PARCEL NO. 10.

A parcel of land 60 ft. in width, with an average length of approximately 490 ft., extending from the northerly to the southerly right of way lines of the Grantor's wye track at Dunavant, Ala., the center of said parcel crossing the legs of said wye track at M.P. S-420 plus 3692.8 ft., and at M.P. S-420 plus 3957.8 ft., Birmingham District; all as indicated in red on said prints.

2. The Grantee agrees to construct and maintain said roads in such manner as not to interfere with the road bed, bridges, culverts, drainage ditches, or other property, which now belong or may hereafter belong to the Grantor, or which now or hereafter lies or passes on, over or under the Grantor's right of way, and will construct and maintain said roads in such manner as not to divert or cause to be diverted, any drainage to the regular channels maintained by the Grantor, and so as not to cause any drainage to collect in such places that the Grantor may be obligated or required to provide additional outlets therefor. All slopes to be sodded by the Grantee at its own expense.

Any new or additional sewers, curbs, gutters, drain pipes or ditches that may be required will be installed and maintained by

the Grantee at its expense and in a manner satisfactory to the Grantor.

3. The easement herein granted as to the said parcels described in Section 1 hereof, shall terminate and shall revert to the Grantor, its successors and assigns, (1) if and when said parcels shall cease to be maintained or used as a public road, or (2) if the Grantee fails to keep and perform any of its covenants herein contained within a reasonable time.

4. The Grantee also agrees that within 90 days after the termination of this agreement for any cause it will, if required, remove the road from the parcels of land above described as to which said easement has terminated; failing which the Grantor may remove the same at the Grantee's expense.

5. The easement hereby granted is subject to the right of the Grantor and its successors and assigns to lay and maintain tracks at grade across the parcels of land above described.

6. If the use of the aforesaid parcels of land requires the removal or relocation of any poles, wires, tracks, warning signs or other property located thereon, the Grantee will pay the entire cost of such removal or relocation. The Grantor reserves to itself the right to decide whether the removal or relocation of the poles, wires, tracks, warning signs or other property shall be made and its decision in that respect shall be final.

7. The Grantee agrees insofar as it legally may, to indemnify and hold the Grantor harmless against all loss, damage, liability or expense arising from injury or damage to any person or property incurred while said person or property is engaged or used in constructing or maintaining the road and appurtenances on the parcels of land described in Section 1 hereof.

8. The Grantor will not be required to pay any part of the cost of constructing, paving, repairing, sodding or maintaining any portion of the road or slopes constructed or placed on the land hereby granted.

9. No notice to any officer or other representative of the Grantor, either implied, verbal or written, shall be held to effect

a waiver or change in any part of this agreement nor estop the Grantor from asserting any right under the covenants, terms or conditions of this agreement; nor shall the covenants, terms or conditions be waived or changed, except by written consent of the President or Vice President and General Manager of the Grantor.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed by its proper officers, thereunto duly authorized, and its corporate seal to be hereto affixed, and The Board of ^{REVENUE} Control and ^{CONTROL} Revenue for Shelby County, Alabama, has caused these presents to be executed in accordance with the resolution of its governing body passed on the 15 day of Sept., A.D., 1953, a copy of which is hereto attached, all being done in duplicate, as of the day and year first above written.

Witness as to the signature of
Central of Georgia Railway
Company:

William
Frank W. Campers
Notary Public, Chatham County,
Georgia.

CENTRAL OF GEORGIA RAILWAY COMPANY

By B. J. Faulkner
President
ATTEST: B. D. Schumpert
Secretary

Witness as to the signature of:

F. B. Miller
Jay L. Guich
Conrad M. Fowler
Notary Public, Shelby
County, Alabama.

^{REVENUE CONTROL}
THE BOARD OF ~~CONTROL~~ AND ~~REVENUE~~
FOR SHELBY COUNTY, ALABAMA.

By [Signature]
ATTEST: Cecil Duke
Clerk

RESOLVED THAT L. C. WALKER,
as CHAIRMAN, of THE BOARD OF CONTROL AND
REVENUE FOR SHELBY COUNTY, ALABAMA, is hereby authorized
and directed to sign, execute and deliver, in behalf of
Shelby County, Alabama, in duplicate, a certain agreement
between CENTRAL OF GEORGIA RAILWAY COMPANY, party of the
first part, and THE BOARD OF ^{REVENUE CONTROL} CONTROL AND REVENUE FOR
SHELBY COUNTY, ALABAMA, party of the second part; this
agreement covering the use of ten (10) parcels of the
Central of Georgia Railway Company's right of way in
Shelby County, Alabama, Birmingham District, to be used
in relocating, widening and improving certain roads be-
tween Calcis, Alabama, and Dunavant, Alabama.

I certify that the foregoing is a correct extract
from the minutes of The Board of ^{REVENUE CONTROL} Control and Revenue for
Shelby County, Alabama, held on Sept 14, A.D., 1953.

Reil Duke I.S.
Clerk

I, FRANK W. CAMPOS, a Notary Public in
and for said County in said State, hereby certify that
B. J. Tarbutton, and B. D. Helmken, whose names as President
and Secretary, respectively, of Central of Georgia Railway
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 the 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 official seal this 21st
day of September, 1953.

Frank W. Campos
Notary Public,
Chatham County, Georgia.

I, Conrad M. Fowler, a Notary Public
in and for said County in said State, hereby certify that
L. C. Walker, whose name as Chairman
of The Board of Control and Revenue for Shelby County, Ala-
bama, is signed to the foregoing instrument, and who is known
to me, acknowledged before me on this day that, being informed
of the contents of the instrument, he as such officer and with
full authority, executed the same voluntarily for and as the
act of said Board.

Given under my hand and official seal this 15th
day of September, 1953.

Conrad M. Fowler
Notary Public,
Shelby County, Alabama.

CONTRACT
NUMBER

NW 1/4
NE 1/4

SEC 33-T18S-R2E

I.C. Justice

$\Delta = 82.35'$
 $D = 5.30'$
240' Spirals
 $\Delta = 98.21 1/2'$
 $D = 6.00'$
(91d)

M.P. 411+3785'±

P.C. 36+38
P.C. 21979+20

Iron Mon.
May 1911
Albert Turner

Begin Spiral 33+98

No. 3

P.S. 34+09

Iron Mon.
11-13-25
LINE

PLAN NO: 172-80

13856

SCALE: 1" = 100'

No. 7
Parcel No. 2

21740

Public Road
39+41

Iron Mon.
May 1911

Parcel No. 1

NE 1/4 NE 1/4 SEC 33-T18S-R2E

CALCIS, ALA.

BIRMINGHAM

Iron Mon.
May 1911

Highway

Stone Box
Ext. D.S. with
Total Length 64.3'

Store

Dw.

Dw.

Dw.

Dw.

Dw.

Highway

Stone Box
Ext. D.S. with
Total Length 64.3'

Store

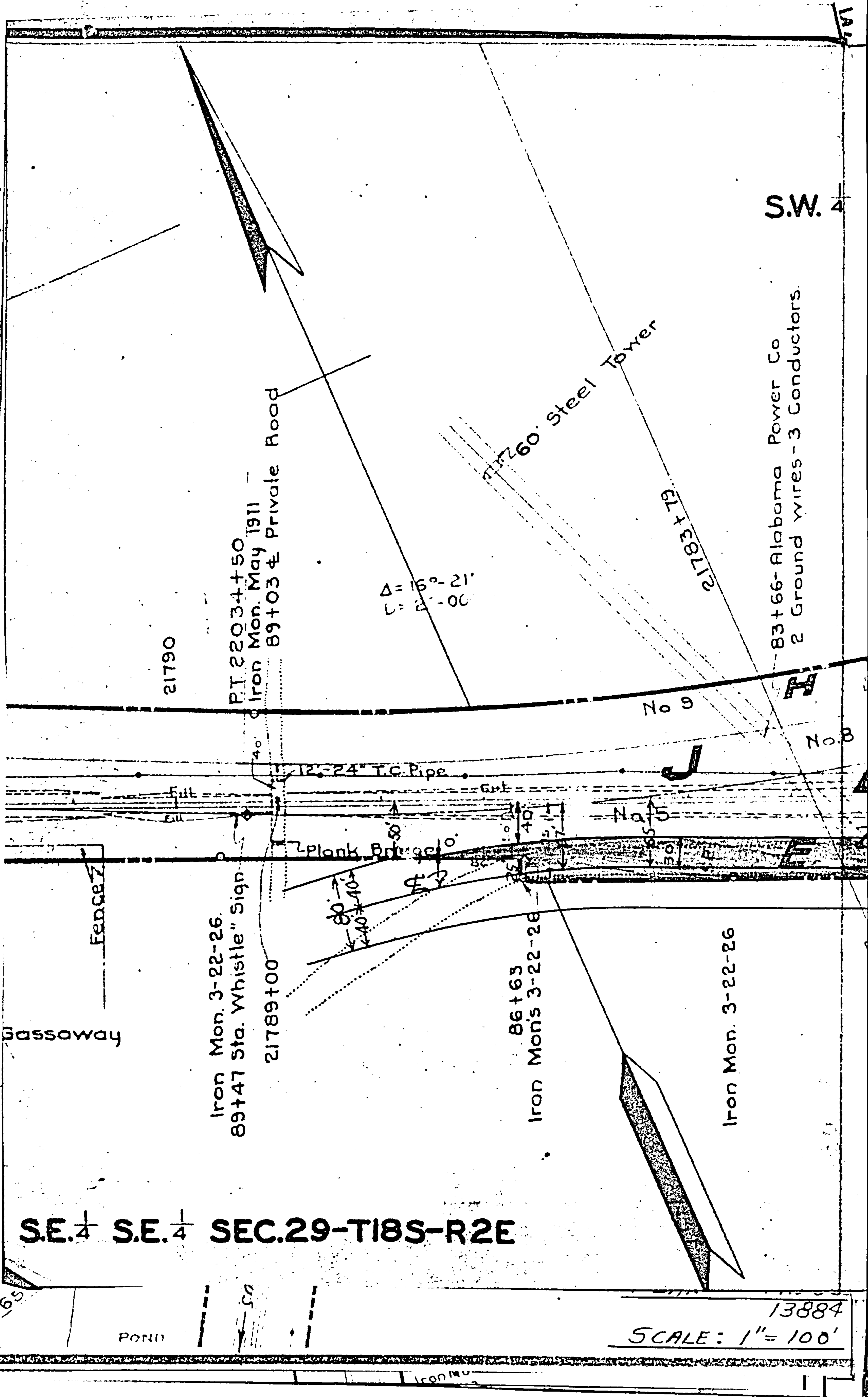
Dw.

Dw.

Dw.

Dw.

Dw.



N. $\frac{1}{4}$ SEC.28-T18S-R2E

old M.P.S-A17=Sta. 22021+43

Will Shorter

82+73 Iron Mon E of trk
82+41
Iron Mon 4-1-26

00002020+28

21780

Iron Mon. 11-14-25-78+58
Iron Mon. 4-1-26.

Irqn Mon. 11-14-25

Iron Mon. 3-18-26
Iron Mon. 11-14-25.

Iron Mon. 11-14-25

PARCEL No 5

Iron Mon. 3-18-26

N.W. 4

Will Shorter

60' Steel Tower, ~~X~~
Iron Mon. 3-22-26

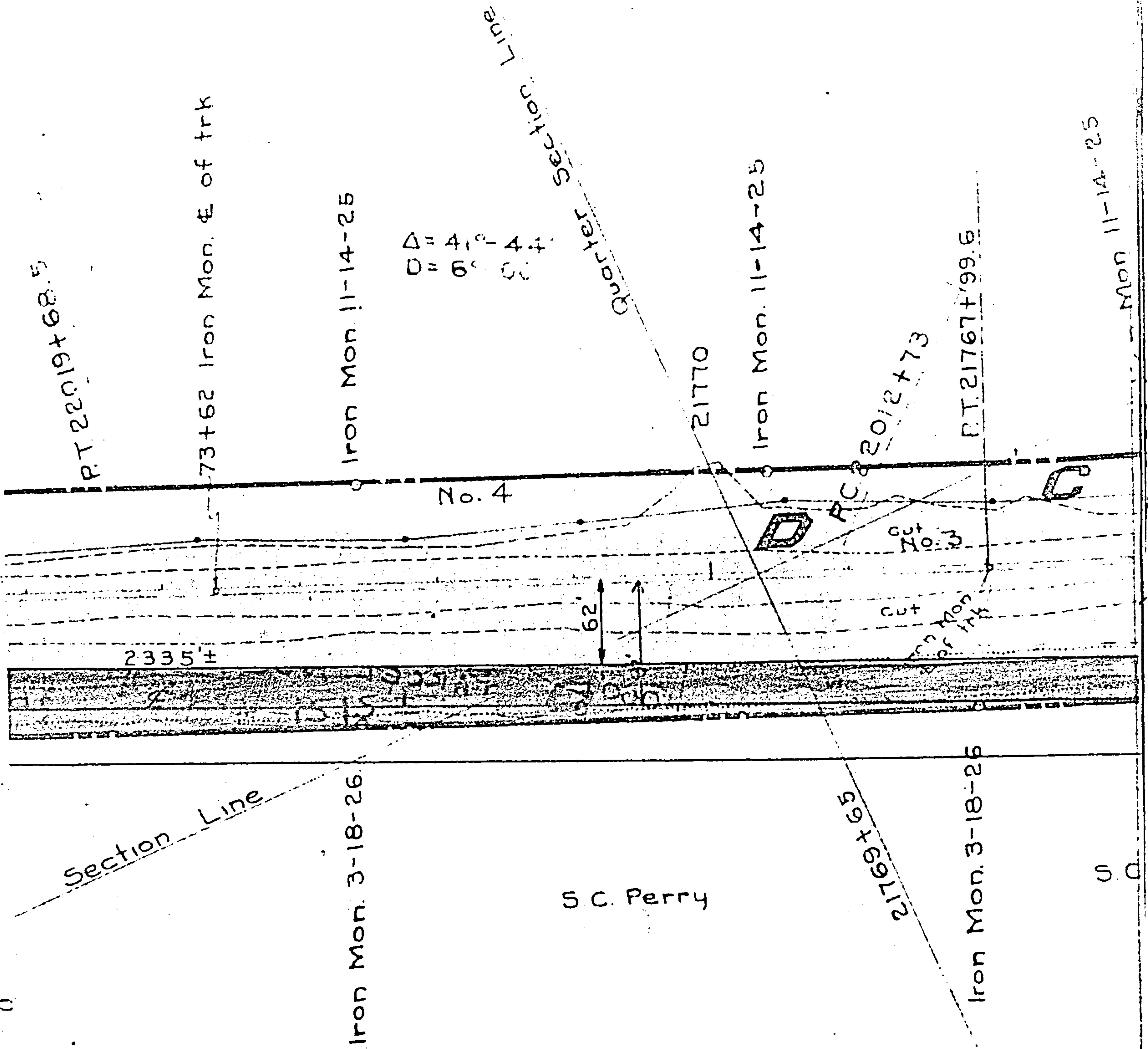
Iron Mon. 3-22-26

60' Steel Tower.

Section 10

SHELBY COUNTY, ALA.

S.E. 4



N.W. 4 SEC. 33-T18S-R2E

Calcis Lime & Stone Co.

21769+65

22008+68 11-14-25

Iron Mon.

21760

11-14-25

Iron Mon.

Calcis Lime & Stone Co.

Δ = 25° - 40

D = 2° - 00

Simple C

No. 2

No. 1

No. 3

No. 4

22.5±

100

1060

412

707

May 1911

Perry

Perry

PARCEL NO. 4

M.P. 412+

N.E. $\frac{1}{4}$ N.W. $\frac{1}{4}$ SEC.33-T18S-R2E

N 1 SW 1/4 SEC 13-T18S-R1E

SHELBY COUNTY, ALA.

Iron Mon 10-24-13.

Iron Mon 10-24-13

PC 21973+85
PC 22227+78 (Old Sta.)

No. 2

To BIRMINGHAM

No. 1

Quarter Section Line

Iron Mon 10-24-13

John Watson

Iron Mon. 10-24-13.
21970

Fence, 110' long x

Fence

Crossing Sign
Stop Sign
Public Road

67+78 Old Stop Sign
80' x 40'

way Bridge

BEAR CREEK

324'

on Mon. 10-24-13

Parcel No. 6

S-416 B-26

No. 1

To Columbus

SE 1/4 SW 1/4 SEC. 13-T18S-R1E

Iron Mon 10-24-13

21964+80
Match Mark for

PLAN No 172-85
13884

SCALE: 1" = 100'

POND

365+45

S-10 T-18 R-1

SHELBY COUNTY, ALA.

SW 1/4 NW 1/4 S-10 T-18 R-1

USA MOUNTAIN TUNNEL
BIRMINGHAM A.M. $\phi = 103' \pm$

LENGTH 2431 FT. 19.8' X 16.2' BRICK LINED

20+36
Section Line

4212.2' $\pm$ TO M.P. 418
PARCEL No 7
22110

22107+51 P.T.
22106+50 P.T.

EAST PORTAL

PLAN NO. 172-870
13900

SCALE 1" = 100'

06+87

To Columbus

Iron Mon

SHELBY COUNTY, ALA.

Iron Mon. 10-25-13

P.C. 35+22
P.C. 22388+71 (Old Sta.)
Iron Mon. 10-25-13.

32+73 Telltale

31+37-Relay cut section
31+32-Bat. Well

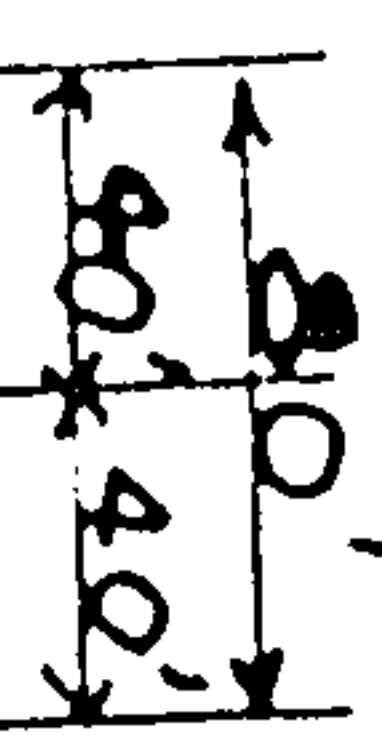
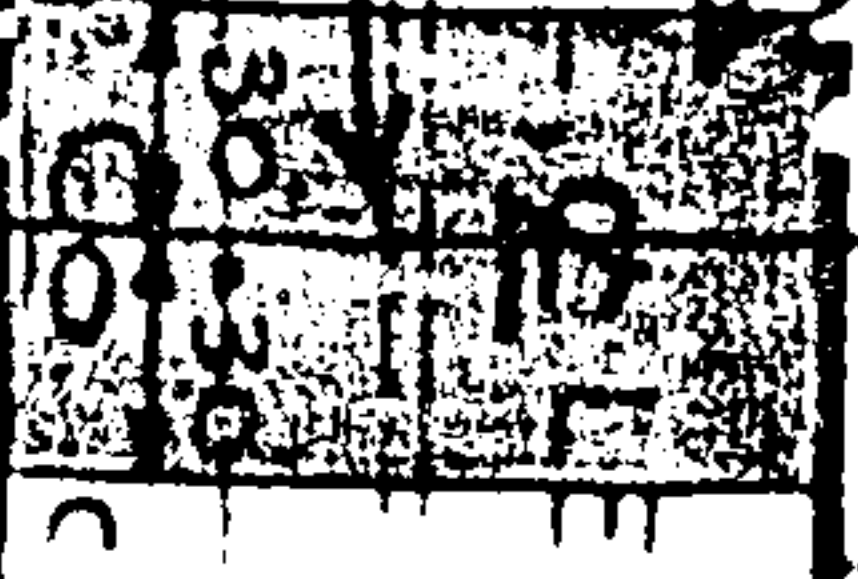
22131 + 18 WEST PORTAL
19.8'X16.2' BRICK AND ROCK LI

22130
Parcel No. 8
Ala State Land Co

Ala. State Land Co.

COOSA MOUNTAIN TUNNEL
2431 FEET
To Co. 2 m p 23

Western Union Tr



336'±

S-419 B-23

22123+20

Match Mark for Next Sheet

PLAN NO. 172-88

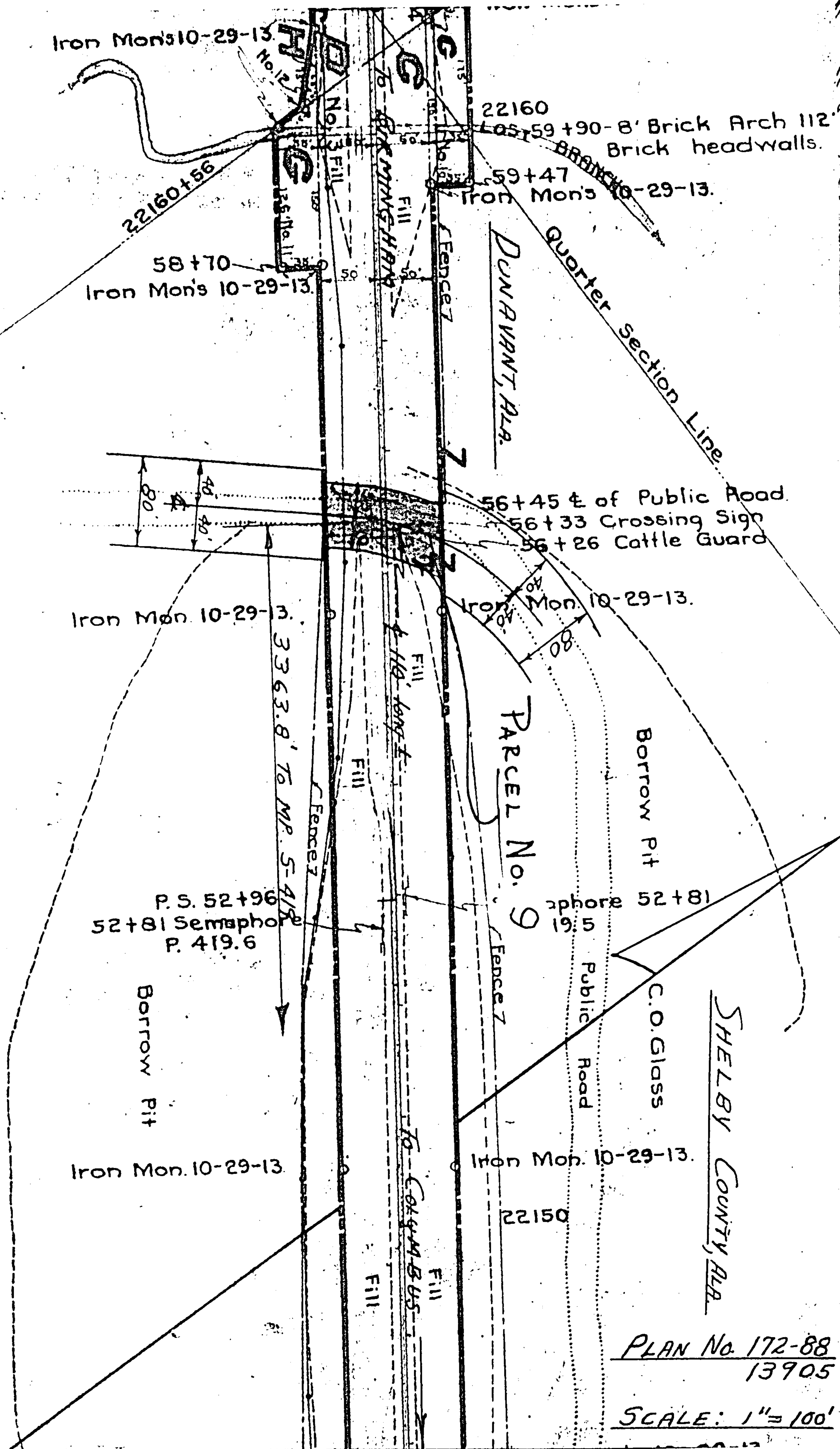
13905

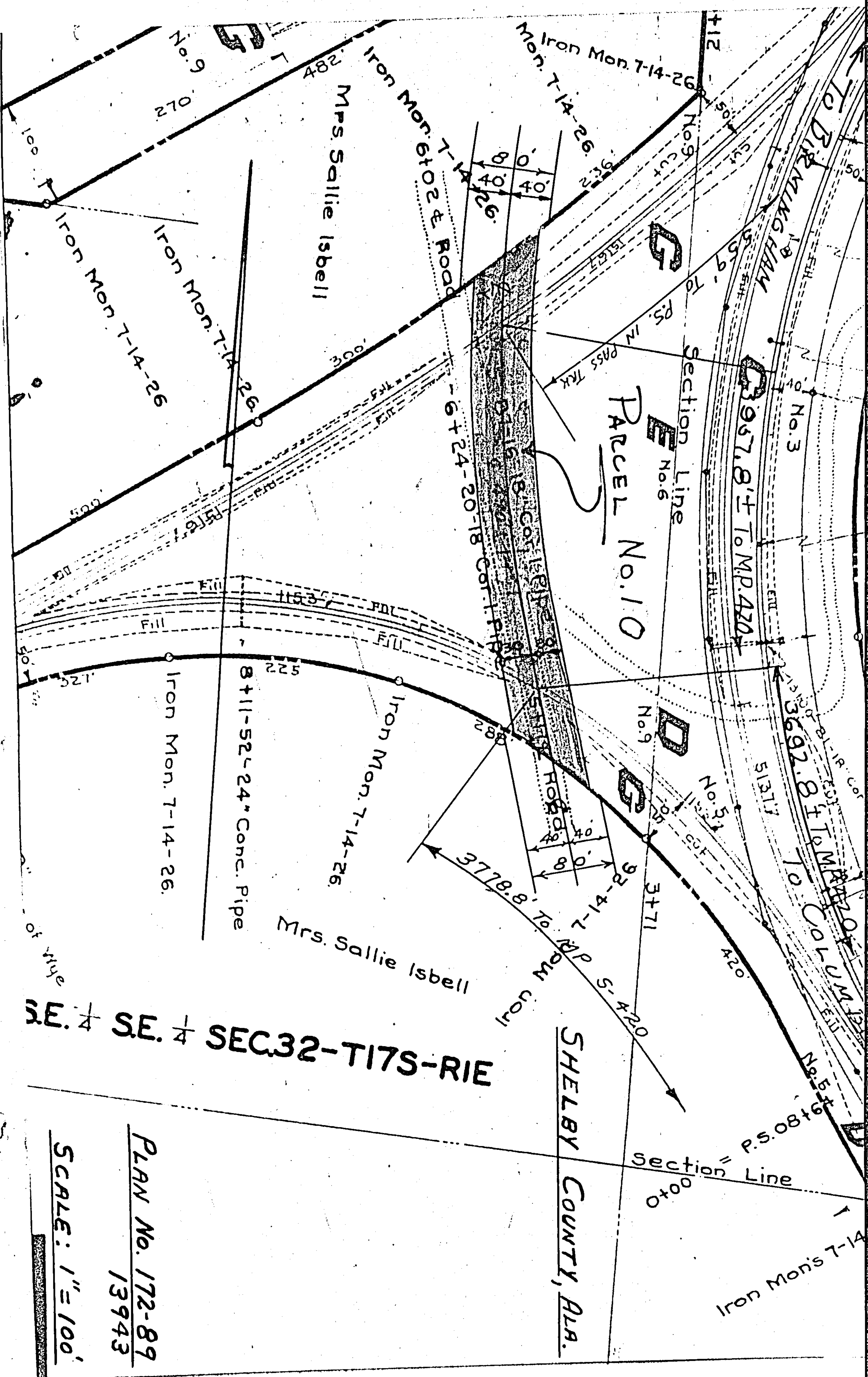
SCALE 1" = 100'

N.E. 1/4 N.E. 1/4 SEC. 9-T18S-R1E

4-7185-211

S.W. $\frac{1}{4}$ S.E. $\frac{1}{4}$ SEC. 4--T18S--R1E





SE. 1/4 SEC. 32-T17S-R1E

SHELBY COUNTY, ALA.

PLAN No. 172-89
13943

SCALE: 1" = 100'

Filed in the office of the Probate Judge on the 2 day of Oct 1953 at 8 o'clock
11 M. and recorded in Deed Book 162 Page 388 this 2 day of Oct 1953.
 Deed Tax _____ Mortgage Tax _____ has been paid.

L.C. Walker, Judge of Probate