

1061

BOOK 164 PAGE 68

THIS AGREEMENT, made and entered into this 17th day of October, 1953, by and between

SOUTHERN RAILWAY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Virginia, hereinafter for convenience styled the Railway Company, party of the first part; and

SHELBY COUNTY, Alabama, hereinafter for convenience styled the County, party of the second part;

W I T N E S S E T H: That

WHEREAS, the County desires and has requested of the Railway Company permission to construct and maintain a section of a public road or highway, known as the Columbiana-Saginaw Road, upon the right of way or property of the Railway Company and across, at grade, its main track running between Anniston and Selma, at or near COLUMBIANA, in the County of Shelby and State of Alabama; and

WHEREAS, in the interest of the general benefit to be derived therefrom, the Railway Company has consented to such improvement and is willing to permit the construction and maintenance of said road or highway upon said right of way or property as hereinafter provided;

NOW, THEREFORE, the parties hereto, each in consideration of the premises, and of the covenants, promises and undertakings of the other, hereinafter expressed and contained, do hereby covenant and agree as follows:

1. That the Railway Company, in so far as it lawfully may and to the extent that its right, title and interest in and to said right of way or property permits or enables it so to do, hereby grants unto the County the right to construct and thereafter maintain a public road or highway upon said right of way or property and across, at grade, said main track, at a point 91 feet east of Mile-post 121-N, at or near COLUMBIANA, in the County of Shelby and State of Alabama, located substantially as shown on blueprint of Drawing No. 30916, dated May 14, 1953, hereunto annexed and made a part of this agreement; it being understood and agreed that at the location of the crossing of said railroad the center line only of said highway is indicated in red on said annexed print, and that the County will abandon, or cause to be abandoned, that portion of the existing road or highway shown outlined in yellow on said annexed blueprint.

2. The Railway Company further agrees that it will, as a matter of convenience and accommodation to the County, do and perform the work of constructing or installing the crossing proper of said road crossing over the track of the Railway Company, that is, the portion of the road crossing between the rails in said track and to the outside end of the cross ties on each side thereof; it being understood and agreed that the County will itself do and perform, or cause to be done and performed, the work of construction of the remainder of said road crossing.

3. That it is agreed by the County that said right of way or property of the Railway Company is of the width indicated on the said annexed print.

4. That an easement only for the construction and maintenance of said road or highway on the right of way or property of the Railway Company, as aforesaid, is granted hereby. That this grant shall not be construed to vest in the County any other or greater interest, and in no event is any warranty of the said right hereby given by the Railway Company, nor shall any warranty be implied from the terms of this instrument.

5. That the portion of said road or highway so to be constructed and maintained upon and within the boundaries of said right of way or property, shall, except as hereinbefore provided, be constructed and thereafter maintained by the

County; shall be located as shown on said annexed print and shall be so constructed and maintained that the same shall not interfere in any manner or to any extent with the use made or to be made of the same for railroad purposes, and that the same or any work done by the County hereunder shall not interfere with the safe and proper operation and maintenance of said railroad, or the tracks, structures or appurtenances thereof upon said right of way or property, or the proper drainage of the roadbed and right of way or property of said railroad. It is understood and agreed that the County will not allow or permit the diversion of any additional drainage into the existing drainage facilities of the Railway Company.

6. That the Railway Company shall not, except as hereinbefore provided, assume, or be required to assume, any expense whatever in connection with or incident to the construction and maintenance of said road or highway on said right of way or property, as aforesaid; it being specifically understood and agreed by the County that, except as aforesaid, the Railway Company shall be exempt from any and all charges or assessments of any kind or character on account of the location, construction or maintenance of said road or highway within the limits of said right of way or property, or on account of anything done or omitted to be done by the County in connection therewith; the County to hold the Railway Company harmless against loss, damage or expense in the premises.

7. That in the event it shall be necessary in connection with such work of the County to remove and relocate any structures or property of the Railway Company or of third persons or corporations including, but not limited to, pipe lines, wire lines, and poles or other supports thereof, now located and constructed upon or near said right of way or property of the Railway Company, the County will itself remove and relocate, or arrange for the removal or relocation of, the same, without cost or expense to the Railway Company, and in all respects in accordance with the requirements of the Railway Company.

8. That the County will, at its own cost and expense, comply with all reasonable requirements of the Railway Company with respect to affording reasonable protection to the railroad of the Railway Company; and will, moreover, protect, indemnify and save the Railway Company wholly harmless from and against the consequences of any loss of life, personal injury or property loss or damage which may be caused by, result from, arise by reason of, in connection with or incident to the construction by the County of said road or highway upon said right of way or property of the Railway Company, or the failure or neglect by the County to maintain proper drainage in connection with said improvement.

9. That the Railway Company, its successors or assigns, shall have the right at any time hereafter to construct and operate an additional railroad track or additional railroad tracks upon its said right of way or property and across said road within the limits of the easement hereby granted to the County for said road.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized, as of the day and year first above written. Done in duplicate, each part being an original.

In presence of:
C. E. Clarke
.....

SOUTHERN RAILWAY COMPANY,
By
.....
Vice President.

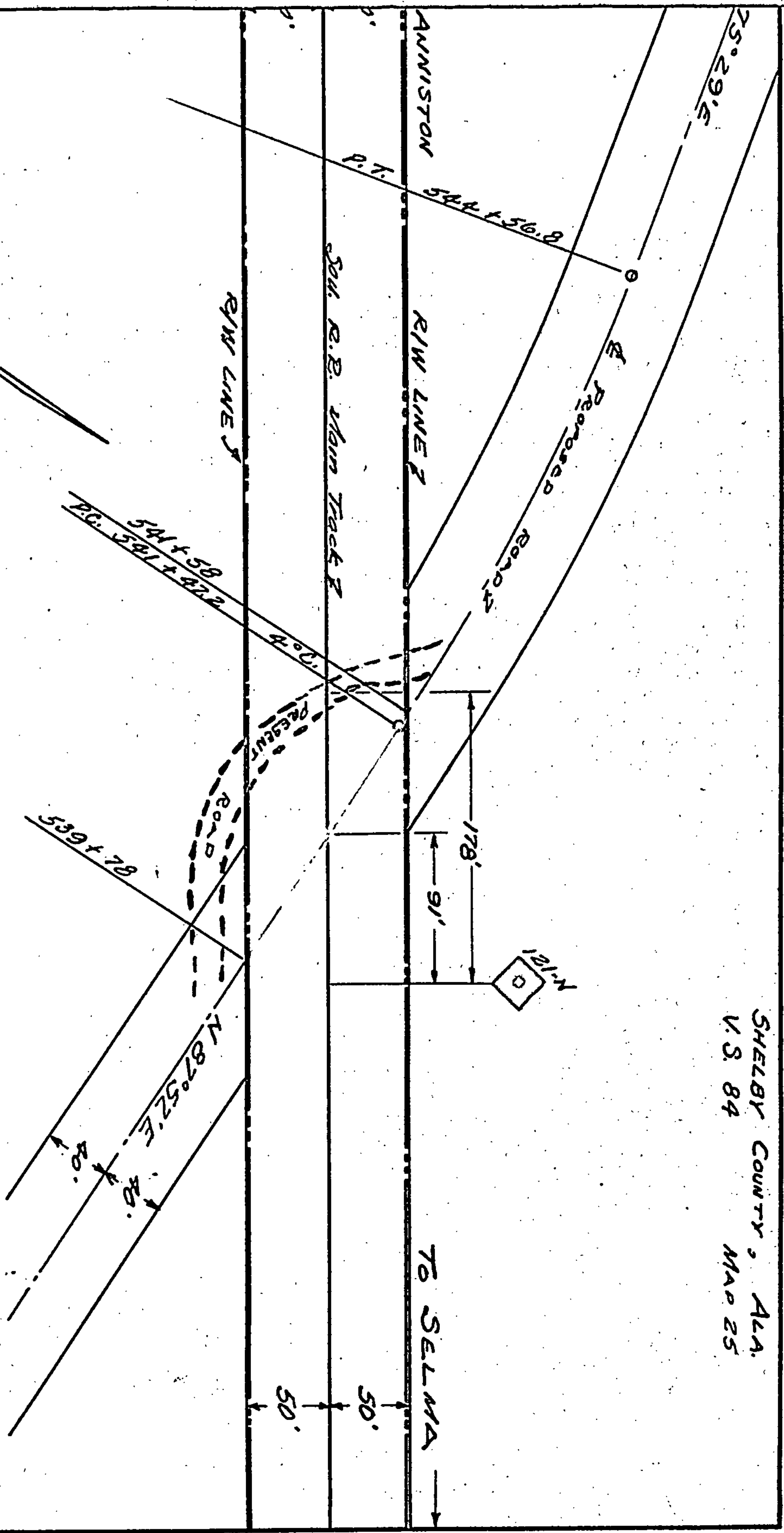
As to Railway Company.

In presence of:
Cecil Duke
.....

SHELBY COUNTY, Alabama,
By
.....
President, Board of Revenue.

As to County.
9-30-53, Mc/bjf
38327

SHELBY COUNTY, ALA.
U.S. 84
MAR 25



SOUTHERN RAILWAY SYSTEM
WESTERN LINES
COLUMBIA, ALA.
MOBILE DIV.

PROPOSED RELOCATION OF GRADE CROSSING
ON COLUMBIA-SAGINAW ROAD. SACP 453-A.

OFFICE OF CH. ENGR. M.W.G.S. CINCINNATI, O.
SCALE: 1"=100' L.T.T. MAY 14, 1953

DR. No. 30916

STATE OF ALABAMA
SHELBY COUNTY

I hereby certify that no other [unclear] has been [unclear] based on this instrument.

[Signature]

NOTARY PUBLIC

Filed in the office of the Probate Judge on the 28 day of Dec 1953 at 8 o'clock
M. and recorded in Book 162 Page 63 this 29 day of Dec 1953.
Deed Tax _____ Mortgage Tax _____ has been paid.

L.C. Walker, Judge of Probate