

2014

AGREEMENT FOR THE LEASE OF THE RIGHT OF WAY

THIS AGREEMENT, Made and entered into this 16th day of July, 1958, by and between the ATLANTIC COAST LINE RAILROAD COMPANY, a corporation under the laws of the State of Virginia, hereinafter styled Licensor, and TOWN OF VINCENT, a municipal corporation under the laws of the State of Alabama,

hereinafter styled Licensee,

WITNESSETH: That Licensor, for and in consideration of the rents or sums of money hereinafter agreed to be paid by Licensee, and of the covenants and agreements hereinafter made and contained on the part of Licensee to be kept and performed, hereby grants unto Licensee the right or license to install and maintain for the purpose of conducting natural gas not to exceed a maximum operating pressure of 150 PSI, a line of 3 1/2-inch steel pipe across the right of way and underneath the main track of Licensor at Vincent, Alabama, at a point 1655 feet southwestwardly, measured along the center line of said main track, from mile post NJ-931; as shown in red on the white print attached hereto and made a part hereof; said right of way being 50 feet wide on each side of said center line; the portion of said line of pipe underneath said track and roadbed thereof shall be encased by and at the expense of Licensee in a 6-inch steel pipe conduit, sealed and vented at each end and placed at a minimum depth of 66 inches below the base of rail of said track or not less than 36 inches below the bottom of the Railroad Company's roadbed ditches--whichever depth may be the lower--measurement being to the top of said conduit.

And Licensee hereby covenants and agrees in consideration thereof:

(1) That Licensee will yield and pay unto Licensor the annual rent or sum of One and 00/100 Dollars (\$1.00) payable at the beginning of each and every year or fractional part thereof during the continuance of this agreement.

(2) That the Licensee shall install and maintain said pipe at Licensee's expense in a manner satisfactory to the Engineer Maintenance of Way of Licensor and so as not to interfere with pipe or other structures now in place; and in the event the said pipe shall require repair or renewal, the Licensee shall make such repair or renewal at Licensee's expense; and upon the failure of the Licensee so to do, the said Engineer of Licensor shall give written notice to the Licensee, and upon the failure of the Licensee to make repair or renewal after such notice, the Licensor may make all necessary repair or renewal at the cost of the Licensee, which cost the Licensee hereby agrees to pay on demand.

(3) That the Licensee shall install and maintain, above ground and in a manner and at such locations as may be designated by said Engineer of Licensor, markers plainly indicating the location, depth at which installed and ownership of said pipe; and Licensee will, at Licensee's expense, at any time, upon thirty days' written notice given by Licensor, change and alter the location of said pipe to conform to any changes or improvements that may be made by Licensor in its tracks or roadway at said location, or to permit the utilization of Licensor's right of way, or other lands, for the construction of tracks, buildings or other structures.

(4) That the Licensor shall not be responsible in any manner for loss of or damage to said pipe and the contents thereof from any cause whatsoever; and Licensee shall and does hereby assume, and agrees to indemnify and hold harmless the Licensor, its successors and assigns, from and against all loss, cost, expense, claims, suits and judgments whatsoever in connection with injury to or death of any person or persons or loss of or damage to property caused by or in any way connected with the installation, maintenance, use or presence of said pipe and appurtenances on said premises, howsoever caused, and whether resulting from negligence of said Licensor, its agents or otherwise.

(5) That Licensee will not use said pipe for any other purpose than that specified herein, and will not assign this agreement or suffer or permit any other person or corporation to use said pipe without the consent in writing of the Licensor.

(6) It is further understood and agreed that if at any time Licensee fails to comply with each and every covenant contained herein and/or fails to use said line of pipe for the purpose herein set out during any consecutive period of six months after said line of pipe has been installed, then and in either event Licensee will, within thirty days after receipt from Licensor of written notice so to do, remove said pipe from the premises of Licensor and restore said premises to a condition satisfactory to the said Engineer, or other proper officer of Licensor, and that in the event of failure of Licensee so to do, Licensor may remove said pipe and restore said premises at the cost and expense of Licensee, which cost and expense Licensee hereby agrees to pay Licensor on demand.

(7) That the Licensee will pay to the Licensor, on bills rendered by Licensor, the full amount of all cost and expense which may be incurred by Licensor in protecting its track or tracks and maintaining traffic thereover by driving piling or by other means while said pipe is being installed thereunder, or during any repair or renewal of said pipe.

It is understood and agreed that this agreement shall not be binding until it has been ratified by proper resolution or ordinance of the Town Council of said Town, a certified copy of which resolution or ordinance is attached hereto and made a part of this agreement.

IN WITNESS WHEREOF the parties hereto have executed these presents in duplicate the day and year first above written.

Witnesses for Licensor: A. J. Beachey, U. K. Baise

ATLANTIC COAST LINE RAILROAD COMPANY. By: J. J. ... (L.S.) General Manager

Witnesses for Licensee: James M. Rowe

TOWN OF VINCENT By: James H. Shalbritt, Mayor Attest: James E. ... Clerk

Extracts from minutes of meeting of the Town Council of the Town of Vincent, Alabama, held on the 12th day of August 19 58.

RESOLUTION

Be it resolved by the Town Council of the Town of Vincent, Alabama, in regular meeting assembled, that the Mayor of said Town be, and he hereby is, authorized to enter into an agreement with the ATLANTIC COAST LINE RAILROAD COMPANY, and to sign same on behalf of said Town, whereby the said Railroad Company grants unto said Town the right or license to install and maintain for the purpose of conducting natural gas not to exceed a maximum operating pressure of 150 PSI, a line of 3 1/2-inch steel pipe across the right of way and underneath the main track of the Railroad Company at Vincent, Alabama, at a point 1655 feet southwestwardly, measured along the center line of said main track, from mile post NJ-931; as particularly described in said agreement, which agreement is dated July 16, 1958, a copy of which agreement is filed with this Town Council.

I certify the above to be a true and correct copy

Thomas E. Spitzer Clerk

FILED 16 FEBRUARY 1959

STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within agreement was filed for record the 16 day of Feb 19 59 at 10 o'clock and recorded in Deed Record, Page 210 and the Mortgage Tax Deed Tax has been paid. 199

Conrad M. Fowler Judge of Probate