

4980

THIS AGREEMENT, made and entered into by and between
SOUTHERN RAILWAY COMPANY, a Virginia corporation, hereinafter styled
Railroad, party of the first part; and
SHELBY COUNTY, Alabama, a municipal corporation of the State of Alabama,
hereinafter styled County, party of the second part;

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

WHEREAS, County has heretofore entered upon and now utilizes portions of
the right of way or property of Railroad, at MONTEVALLO, Alabama, for the purpose
of maintaining thereupon portions of a County road or highway, designated as
Spring Creek Road, located substantially as shown in green and yellow on print of
drawing hereinafter mentioned; and

WHEREAS, County now proposes to realign and improve said road, and Rail-
road in the interest of public convenience has consented to such improvement upon
the terms and conditions hereinafter expressed;

NOW, THEREFORE, the parties hereto agree as follows:

1. Railroad, in so far as it lawfully may and to the extent that its
title enables it so to do, hereby grants unto County the right to realign and im-
prove said road upon the right of way or property of Railroad for its main track
running between Atlanta Junction and Wilton, at MONTEVALLO, Alabama, located sub-
stantially as shown in red and green upon print of Drawing No. 36780, dated March
19, 1959, revised September 3, 1959, hereunto annexed and made a part of this
agreement; it being agreed by County that it will abandon, or cause to be abandoned
those portions of said existing road shown in yellow on said annexed print.

2. Said road to be realigned and improved within the boundaries of said
right of way or property of Railroad shall be located as shown on said annexed
print, shall be so improved and maintained that the same shall not interfere with
any use made or to be made of said property for railroad purposes, or the safe and
proper operation and maintenance of said railroad, or the proper drainage of the
roadbed or property of Railroad. It is agreed that County will not permit the
diversion of any additional drainage into the existing drainage facilities or upon
the right of way or property of Railroad.

3. Railroad shall not be required to assume any expense whatever in
connection with or incident to the relocation, improvement or maintenance of said
road. Railroad shall be exempt from all charges or assessments of any kind or
character on account of the improvement of said road as herein provided.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be
executed by their respective officers thereunto duly authorized, and the same
shall become effective as of the 14th day of July, 1960.
Done in duplicate, each part being an original.

In presence of:

SOUTHERN RAILWAY COMPANY,
By

Jm 7
[Signature]
.....
As to Railroad.

[Signature]
.....
Vice President.

In presence of:

SHELBY COUNTY, Alabama,
By

[Signature]
.....
As to County.

[Signature]
.....
Chairman

5/26/60 Mc/lcl
45041

FILED 29 AUGUST 1960

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State of Alabama:
Shelby County:

ORDER ON RIGHT OF WAY AGREEMENT

The Southern Railway Co., having submitted a right of way agreement on the Spring Creek Road, which the County Engineer states that this is required for the construction of the said road and he having checked the description and terms of said agreement.

On motion of Mr. E. C. Wooten, which was duly seconded by Mr. T. R. Nash, that the Chairman be authorized to execute the above agreement on behalf of Shelby County.

I, Cecil Duke, Clerk of the Board of Revenue and Control of Shelby County, Alabama, hereby certify that the above order is an exact copy as recorded in minute book # 8 page # 270, of June 27th, 1960, meeting of said board.

Witness my hand and seal this 30th day of June 1960.

Cecil Duke
Clerk

STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within Agreement was filed for record in this office on the 29 day of July 1960 at 11 M. o'clock and recorded in West Book 270 at page 625 on the 30 day of July 1960.
Mortgage Tax _____ Deed Tax _____ has been paid.

Conrad M. Fowler
Judge of Probate

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