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MEMORANDUM OF AGREEMENT, made this 17<sup>TH</sup> day of DECEMBER, A.D., 1959

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 AND CONTROL, 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 construct a new highway extending from U. S. Highway No. 25 to \_\_\_\_\_, Alabama, known as Project No. C.P. 4-27 in Shelby County, Alabama, 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 easement hereinafter granted, and agrees to abandon and close to travel, one (1) present public road as hereinafter set out.

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 a parcel of the Grantor's land in Shelby County, Alabama, Birmingham District, as shown in red on print of the Railway's Plan No. 172-88/13905, which is attached to and made a part of this agreement, said parcel being more particularly described as follows:

A parcel of land measuring approximately 82 ft. in width by approximately 102 ft. in length; extending from the northeasterly to the southwesterly 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-420 minus 970.5 ft., Birmingham District; as shown in red on said attached print.

2. The Grantee agrees that it will, at its own expense and cost, install and maintain the said road, including drainage, in a safe condition, and under the supervision of and in accordance with the direction of a representative of the Grantor and in such manner as not to interfere with the roadbed, bridges, culverts, drainage ditches or other property which now belongs to or may hereafter belong to the Grantor, and which now or hereafter lies or passes on, over or under the Grantor's right of way or tracks, except as hereafter set out; provided, however, that those portions of the work which it is necessary for the Grantor's forces to perform shall be performed by such forces, ~~and the Grantee shall reimburse the Grantor promptly for the cost so incurred upon receipt of bill therefor. (The work to be done by the Grantor shall include the furnishing and installation of two (2) standard crossing signs and two (2) standard whistle posts, together with any other work required of the Grantor, such as installation of crossing plank, flaring of the track at crossing, etc.)~~

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 said parcel described in Section 1 hereof, shall terminate and shall revert to the Grantor, its successors and assigns, (a) if and when said parcel shall cease to be maintained or used as a public road; (b) 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 parcel 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 parcel of land above described.

6. If the use of the aforesaid parcel of land requires the removal or relocation of any poles, wires, tracks, buildings, warning signs or other property located thereon, the Grantee will pay the entire cost of such removal or relocation. If a dispute arises between the parties hereto as to the necessity of the removal or relocation of said poles, wires, tracks, buildings, warning signs or other property, the Grantor and Grantee will name an impartial arbitrator who shall decide the question and whose decision shall be accepted by both parties.

7. The Grantee agrees that, in performing the work it is obligated to perform hereunder, it will abide by all reasonable rules and regulations of the Grantor, particularly in regard to the movement of engines, trains and other rail equipment over the Grantor's tracks at the crossing thereof by the aforesaid public road, and that it will not allow any work to be done by its forces, or by its contractors, or by their subcontractors on the said crossing, or in the vicinity thereof, closer to the center line of the Grantor's present tracks, or the center line of any track which may be subsequently constructed at this location, than ten (10) feet, measured at right angles to the center line of such track or tracks, unless a representative of the Grantor is present for the purpose of supervising the said work, and providing necessary protection for railway traffic.

8. The Grantee agrees to indemnify and hold the Grantor harmless against all loss, damage, liability or expense arising from injury or damage to person or property while said person or property is engaged or used in constructing the road and appurtenances on the parcel of land described in Section 1 hereof, saving such liability as may be incurred by the Grantor due to the direct negligence of its train crew in and about the operation of trains over the aforesaid parcel of land.

9. 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

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constructed or placed on the land hereby granted.

10. In further consideration of the Grantor's covenants, the Grantee agrees that it will abandon and close to all travel, that portion of the present public road which is on the property of the Grantor and which crosses over the Grantor's right of way and tracks at Mile Post S-420 minus 801 ft., Birmingham District, and which is shown in yellow on said attached print, and will exclude persons and vehicles from said abandoned road.

11. 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 and General Manager, or Vice President of the Grantor, their successors or assigns.

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 and Control, Shelby County, Alabama, has caused these presents to be executed in accordance with the resolution of its governing body passed on the 22 day of Dec A.D., 1959, 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:

[Signature]

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

CENTRAL OF GEORGIA RAILWAY COMPANY

By [Signature]  
Vice President

ATTEST: [Signature]  
Secretary

Witness as to the signature of:

[Signature]  
Handy E. [Signature]  
Notary Public, Shelby County,  
Alabama

THE BOARD OF REVENUE AND CONTROL,  
SHELBY COUNTY, ALABAMA

By Conrad M. Fowler

ATTEST: [Signature]  
Clerk

STATE OF ALABAMA  
SHELBY COUNTY

ACT NO. 769

I hereby certify that no Deed Tax has been col-  
lected on this instrument.

Conrad M. Fowler  
Judge of Probate

"TAX EXEMPT"

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RESOLVED THAT Donald M. Fowler Chairman of the Board, 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, a corporation of the State of Georgia, party of the first part, and THE BOARD OF REVENUE AND CONTROL, SHELBY COUNTY, ALABAMA, party of the second part; said agreement covering the use of a parcel of the Grantor's right of way in Shelby County, Alabama, Birmingham District, M.P. S-420 minus 970 ft., as a right of way for a new public road extending from U. S. Highway No. 25 to \_\_\_\_\_, in Shelby County, Ala., and the closing and abandonment of one public grade crossing at M.P. S-420 minus 801 ft., Birmingham District.

I certify that the foregoing is a correct extract from the Minutes of The Board of Revenue and Control, Shelby County, Alabama, held on 22 Dec, A.D., 1959.

Donald M. Fowler L.S.  
Chairman

W. P. Dula  
Clerk

211-1414

STATE OF GEORGIA )  
COUNTY OF CHATHAM )

I, FRANK W. CAMPOS, a Notary Public in and for said County and State, hereby certify that E. F. BIDEZ and B. D. HELMKEN, whose names as Vice 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 17<sup>TH</sup> day of DECEMBER, A.D., 19    .

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

STATE OF ALABAMA  
COUNTY OF SHELBY

I, Handy Ellis, a Notary Public State of Long Island, a Notary Public in and for said County and State, hereby certify that Conrad M. Fowler and Cecil Duke whose name-as Chairman and  Clerk, respectively, of The Board of Revenue and Control, Shelby County, Alabama, are signed to the foregoing instrument, and who are known to me acknowledged before/this date 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 Board.

Given under my hand and seal of office this 28 day of Dec, A.D., 1959.

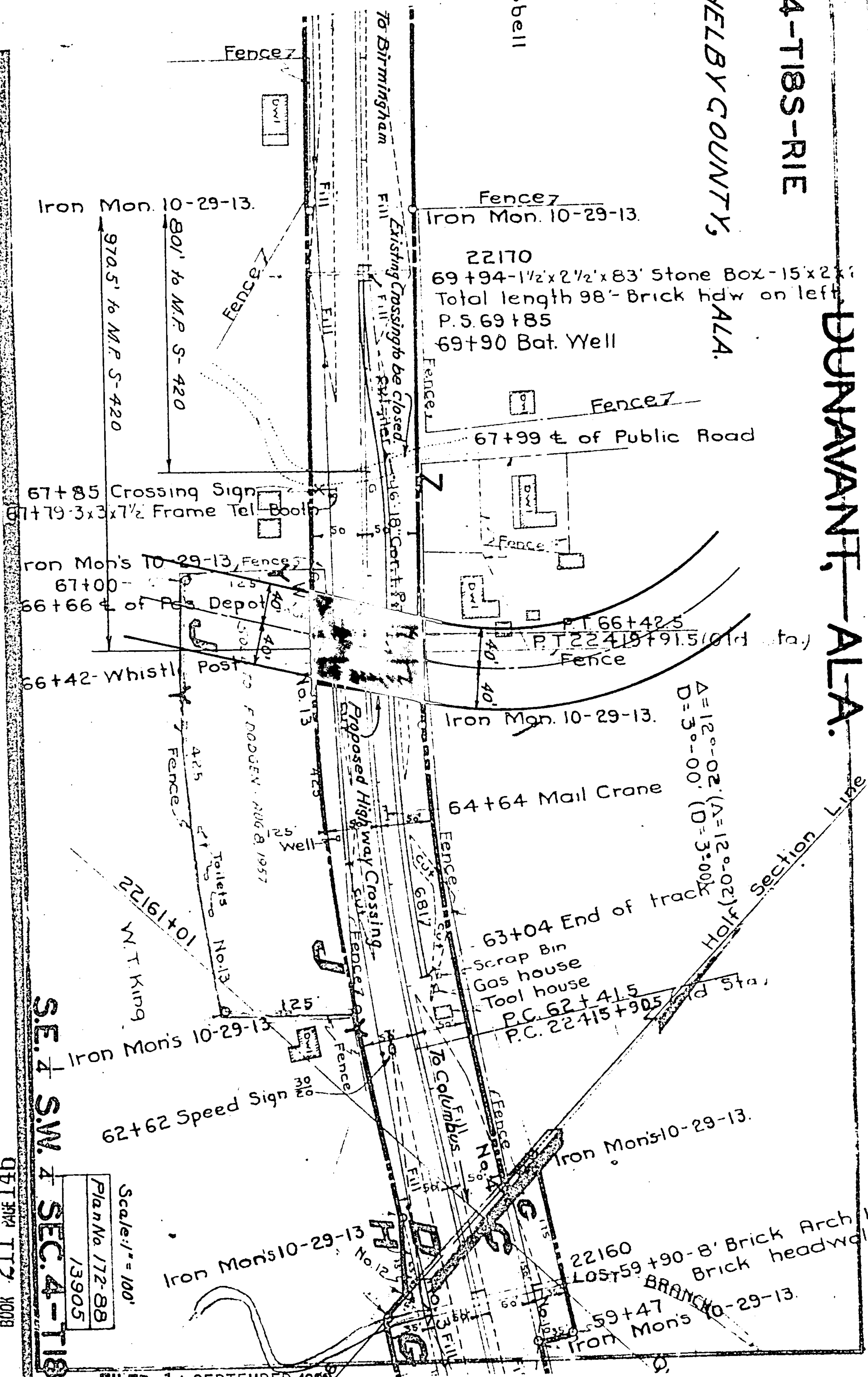
Handy Ellis, a Notary Public State of Long Island  
Notary Public, Shelby  
County, Alabama.

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**AZ:**

DOMINANT, ALEA:

~~Vice~~



I, Conrad M. Fowler, Judge of Probate, hereby certify that the within 1960 was filed for record in this office on the 14 day of Sept 1960 at 1 M. o'clock and recorded in Book 211 at page 107 on the 20 day of Sept 1960. Mortgage Tax        Deed Tax        has been paid. Conrad M. Fowler

Judge of Probate