

3341

DISTRICT OF COLUMBIA.

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the hereinafter mentioned covenants of the County of Shelby, Alabama (hereinafter referred to as Shelby), the undersigned grantor, Southern Railway Company, a corporation (hereinafter referred to as Southern), does hereby grant unto Shelby the right to widen to a width of forty-five feet, pave, and maintain an existing road (said road being approximately twenty feet in width), located upon and across, at grade, the right of way of Southern at a point 1397.5 feet west of milepost 113, near Wilsonville, Alabama, more particularly described as follows:

Begin at a point in the center line of the main track of Southern, 1397.5 feet west of milepost 113 and 22.5 feet east of the center line of Shelby County Highway Department Project CPL-77; thence turn an angle of 90° to the left from said center line of Southern and run south a distance of 50 feet to a point on the south 50 foot right of way line of Southern; thence turn an angle of 90° to the right and run west along the said 50 foot right of way line of Southern, a distance of 45 feet to a point; thence turn an angle of 90° to the right and run north a distance of 100 feet to a point on the north right of way line of said Southern; thence turn an angle of 90° to the right and run east along the said north right of way line of Southern, a distance of 45 feet to a point; thence turn an angle of 90° to the right and run south a distance of 50 feet to the point of beginning.

Said parcel of land is situated in the SE 1/4 of SW 1/4, Section 2, Township 21 South, Range 1 East and contains 0.10 acre,

subject to the following terms and conditions.

1. Shelby agrees, by the acceptance of this instrument, that Southern will not be required to pay for or share in the expense of installing, maintaining or replacing any grade separation which may be needed at said crossing in the future.

2. Shelby agrees, by the acceptance of this instrument, to pay for and install the necessary ballast and paving and to do any drainage work

necessitated by the widening of said crossing.

3. Shelby agrees, by the acceptance of this instrument, to pay for and install the necessary crossing timbers.

4. Shelby agrees, by the acceptance of this instrument, that Southern shall have the right to continue to maintain, repair, renew and operate its railroad and appurtenances across said road, and to construct such additional tracks and other railroad facilities across said road and to maintain, repair, renew and operate the same as in the judgment of Southern may be requisite.

5. The above described land shall be used for no purpose other than the purposes aforesaid.

IN WITNESS WHEREOF, the undersigned Southern Railway Company has caused its corporate name to be subscribed hereto and its corporate seal to be hereunto affixed, all on this 2nd day of February, 1966.

SOUTHERN RAILWAY COMPANY,
By

[Signature]
Vice President.

ATTEST:

[Signature]
Assistant Secretary.

DISTRICT OF COLUMBIA

I, Hobart R. House, a Notary Public in and for the District of Columbia, hereby certify that James G. Gidding, whose name as Vice President of Southern Railway Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 2nd day of February, 1966.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 2/12 1966
RECORDED & \$ 2.00 TAX
& \$ 1.00 DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

[Signature]
JUDGE OF PROBATE

[Signature]
Notary Public, District of Columbia
My Commission Expires November 14, 1966

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