

STATE OF ALABAMA)

SHELBY COUNTY)

3927.

KNOW ALL MEN BY THESE PRESENTS, That the undersigned LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a Kentucky corporation (hereinafter called "Grantor"), for and in consideration of Ten Dollars (\$10.00) cash in hand paid and other valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto THE INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF PELHAM and THE INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF ALABASTER (hereinafter called "Grantees"), their successors and assigns (including, without limitation, lessees of the Grantees), the following easement and right of way situated in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 14 and in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 23, all in Township 20 South, Range 3 West, Shelby County, Alabama:

An easement and right of way over, along and through an existing ditch along the easterly right of way of the Atlantic Coast Line Railroad Company to, and then over, along and through an existing open creek bed or drainage ditch and culverts through which the same extends, to a point in Buck Creek, in said County, said existing ditch and creek bed or drainage ditch and culverts being located approximately as indicated in red on the attached drawing marked Exhibit "A" and made a part hereof, to the extent that said existing ditch or said creek bed or drainage ditch or culverts extend across and through lands owned or claimed by the undersigned or in which the undersigned has an interest,

said right of way and easement to be for the purpose of discharging into and carrying the effluent of a sewerage treatment plant with a rated capacity of 6,000 gallons per day, located or to be located on the lands of the Grantees in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 14 and in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 13, all in Township 20 South, Range 3 West, Shelby County, Alabama, from said lands of the Grantees to a point in said Buck Creek, said effluent to be chlorinated as required by State health regulations. Grantees shall maintain a quality of effluent and discharge acceptable to the Health Department and/or any other agency having jurisdiction. Grantees shall be fully liable for defending against any lawsuits or other actions and paying any and all damages, awards or any other costs growing out of actions resulting from the discharge of sewerage treatment plant effluent or surface runoff onto the easement granted hereunder. If Grantees at any time elect to construct a pipeline, this grant shall include the right to construct, maintain, operate, renew, repair, change

the size of, relocate, remove and/or replace a pipeline within the above described easement and right of way, including culverts, for the carrying therein of said effluent.

If a pipeline is constructed upon the Grantor's right of way, the Grantees shall comply with all requirements of Grantor's standard specifications for pipeline crossings and plans shall be submitted to the Chief Engineer of the Grantor for review. No work shall be performed prior to approval by the Chief Engineer in writing. Repairs, alterations, or replacement of a pipeline shall conform with the above.

This grant shall include, without limitation, except to the extent that it does not interfere with railroad operations, the further easement and right of ingress and egress over and across the lands of the Grantor through which said easements extend reasonably necessary in connection with the rights herein granted, including clearing said existing ditch, creek bed or ditch and culverts of obstructions, and if said pipeline is constructed, the construction, repair or replacement of said pipeline. Grantees shall be responsible for cleaning and maintaining ditches on railroad right of way leading to and from the Grantor's culvert and for cleaning the culvert or culverts carrying effluent from the sewage treatment plant.

The Grantees herein are further granted the full right and authority to lease, sell, assign, transfer and/or convey to others the rights of way, estate, interest, rights and privileges hereby granted, in whole or in part, or any interest therein, and to encumber the same. If said pipeline is constructed the Grantees shall have the option, but shall not be required, to bury said pipeline where the same may be located in said creek bed. Buried pipeline shall conform with standard specifications as outlined above.

The rights herein granted are in addition to and not in restriction or limitation of any existing rights of the Grantees to use said existing ditch, creek bed or ditch or culverts for the drainage of surface water from the said lands of the Grantees.

No delay of the Grantees in laying or installing any pipeline in or along said rights of way shall result in the loss, limitation or abandonment of their right to do so as granted hereby.

The terms and provisions hereof shall inure to the benefit of and be binding upon the Grantor and Grantees and their respective heirs, successors

and assigns, including lessees.

The conveyance of the easement hereby made is upon the express condition subsequent that in the event of a vacation or non-use of said easement or any portion thereof, or if said premises or any portion thereof shall be at any future time abandoned or shall be used by the Grantees for any other purpose, said easement hereby conveyed as to the portion so abandoned or vacated, or any interest granted by this deed, shall thereupon cease and determine, and all rights hereby conveyed shall revert to the Grantor, its successors or assigns.

The Grantees agree to assume and be bound by all obligations assumed by the Grantor in deeds or contracts of record affecting the above described premises, and to recognize all easements to which the above described premises are servient, whether such easements be apparent, or created by instruments of record, or otherwise.

TO HAVE AND TO HOLD the estate, easements, rights and privileges hereby conveyed to the said Grantees, their successors and assigns, forever.

IN TESTIMONY WHEREOF, the undersigned Louisville and Nashville Railroad Company, a Kentucky corporation, has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed and attested, by its respective proper corporate officers thereunto duly authorized, on this the 15th day of July, 1966.

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By W. H. Kendall
President

Attest:

Virginia Stevenson
Secretary

STATE OF KENTUCKY)
JEFFERSON COUNTY }

I, Virginia Stevenson, a Notary Public in and for said County in said State, hereby certify that W. H. Kendall and C. Hayden Edwards, whose names as President and Secretary, respectively of the Louisville and Nashville Railroad 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.

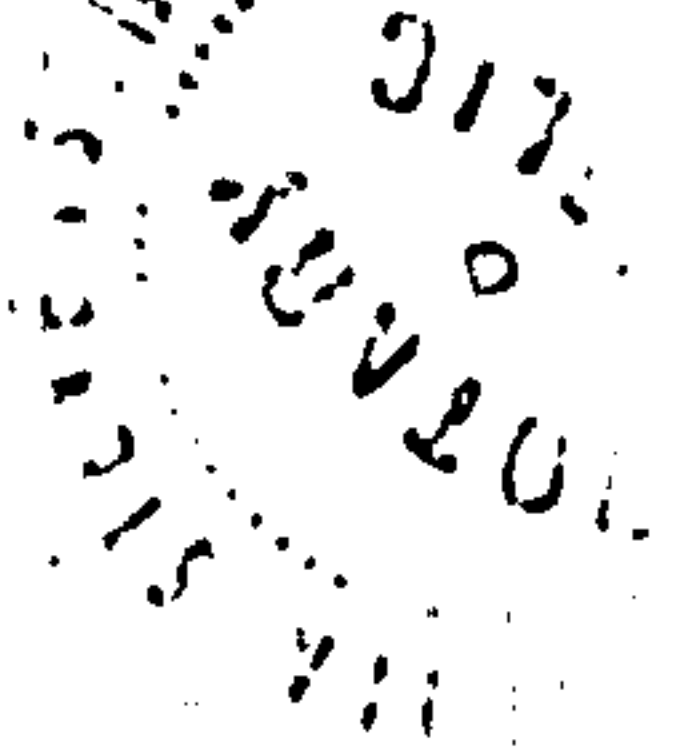
My commission expires as Notary Public _____

Given under my hand and seal of office, this 15 day of

July, 1966.

Virginia Stevenson
Notary Public, Jefferson County, Kentucky

NOTARY PUBLIC, JEFFERSON COUNTY, KY.
My Commission Expires March 19, 1968



STATE OF KY., JEFFERSON CO.,
RECORDED INSTRUMENT
WAS FILED ON 5-11-67

RECORDED & \$ _____ TAX

\$ _____ DEED TAX PAID
ON THIS INSTRUMENT.

Conrad A. Funder
JUDGE OF PROBATE



EXHIBIT A