

3131
AGREEMENT FOR PIPE LINE OTHER THAN NATURAL OR L. P. GAS

THIS AGREEMENT, Made this 21st day of September, 1966, by and between the ATLANTIC COAST LINE RAILROAD COMPANY, hereinafter referred to as Licensor, and INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF ALABASTER, a public corporation and instrumentality under the laws of the State of Alabama, and INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF PELHAM, a public corporation and instrumentality of the State of Alabama, hereinafter referred to (severally, if more than one) as 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 discharging effluent from a sewage purification plant, a line of 2-inch steel pipe along and across the right of way and underneath tracks of Licensor at Pelham, Alabama, described as follows: Beginning on the northeasterly boundary line of Licensor's right of way at a point 50 feet northeastwardly measured at right angles from the center line of Licensor's main track and 1,378 feet southeastwardly measured along said center line from Mile Post NJ-960; running thence southwestwardly 1.5 feet to a point 48.5 feet north-eastwardly measured at right angles from said center line; thence southeastwardly parallel with said center line 70 feet; thence southwestwardly, at right angles with said center line and through a 5-foot by 7-foot concrete box culvert of Licensor located underneath tracks of Licensor, 70 feet; thence southwestwardly along a broken line 30 feet, more or less, to the southwesterly boundary line of said right of way; as shown in red on the print attached hereto and made a part hereof; TOGETHER WITH the right and privilege to utilize a strip of land 3 feet in width, i.e., 1.5 feet wide on each side of said line of pipe located immediately adjacent to the northeasterly boundary line of said right of way; as shown outlined in red on said attached print; Licensor's right of way being 50 feet wide on each side of said center line.

And Licensee hereby covenants and agrees in consideration thereof:

1. Licensee will yield and pay unto Licensor the annual rent or sum of One - - - - - Dollar/(\$1.00) payable at the beginning of each and every year or fractional part thereof during the continuance of this agreement.
2. Licensee shall install and maintain said pipe at Licensee's expense in a manner satisfactory to the Division Engineer of Licensor and so as not to interfere with pipe or other structures now in place. In the event said pipe shall require repair or renewal, Licensee shall make such repair or renewal at Licensee's expense; and upon the failure of Licensee so to do, the said Division Engineer of Licensor shall give written notice to Licensee, and upon the failure of Licensee to make repair or renewal after such notice, Licensor may make all necessary repair or renewal at the cost of Licensee, which cost Licensee hereby agrees to pay on demand.
3. 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 to plainly indicate the location, depth at which installed and ownership of said pipe. 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. 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 Licensor, its successors and assigns, from and against all loss, cost, expense, including attorneys' fees, 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.

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5. 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 Licensor.

6. 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 Division Engineer, or other proper officer of Licensor, and, in the event of the 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. Licensee will pay to 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.

8. The portion of said line of pipe within said concrete box culvert shall be encased by and at the expense of Licensee in concrete with a smooth finish so as to prevent sand, debris, etc., from collecting in said culvert. Licensee will, at Licensee's expense, be solely responsible for keeping said culvert free and clear of sand, debris, etc., and, in addition to the liability provisions set forth herein, Licensee will be obligated to assume the sole responsibility for any damage, not only to Licensor's tracks, roadbed and right of way, but to property of adjoining owners that might occur should water impound the properties, or any portion thereof, as a result of sand, debris, etc., obstructing the drainage through said culvert, or as a result of the presence of said line of pipe in said culvert. The remainder of said line of pipe shall be placed by and at the expense of Licensee at a minimum depth of 30 inches below the natural surface of the ground, - measurements being to the top of said pipe.

9. It is understood and agreed that a portion of said line of pipe immediately adjacent to the southwesterly boundary line of said right of way shall be installed in a drainage pipe located underneath a dirt road and that Licensee will obtain the prior consent of the proper public authority prior to such installation.

Note: The following changes were made in this agreement prior to the execution thereof:

Articles 8 and 9: Added.

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

Witnesses for Licensor:

J. H. Rubin
S. F. Hauck

ATLANTIC COAST LINE RAILROAD COMPANY (I.C.R.)

By: D. C. Hastings
D. C. Hastings, Vice President - Operations

INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF ALABASTER

By: A. B. Bishop
President

Attest: John F. Fether

INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF PELHAM

By: Ralph E. Lenoir
President

Attest: James L. King
Secretary

Witnesses for Licensee:

William L. [Signature]
W. H. Jones
Gella M. Wells
Ernest L. Steadman

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Main BLDG

200'

74.723

74.723

Flare Elev 451.5
OPSD Platform

4+18

62'

1-4 1/4
12 1/4

$\Delta = 16.38'$
 $D = 16.38'$
 $T = 52.4$

16.38'

24.675

22.4

1-4 1/4

24.675

2+11.50-36" Grd Iron Pipe.
PROPERTY OWNER

1378.50 NJ-960

1445 to NJ-960

3

500

13.11

TA/Co

10.1

70'

10.1

70'

10.1

70'

$\Delta = 30.0'$
 $D = 16.0'$
 $T = 25.0'$

40

10

70'

70'

DIRECT

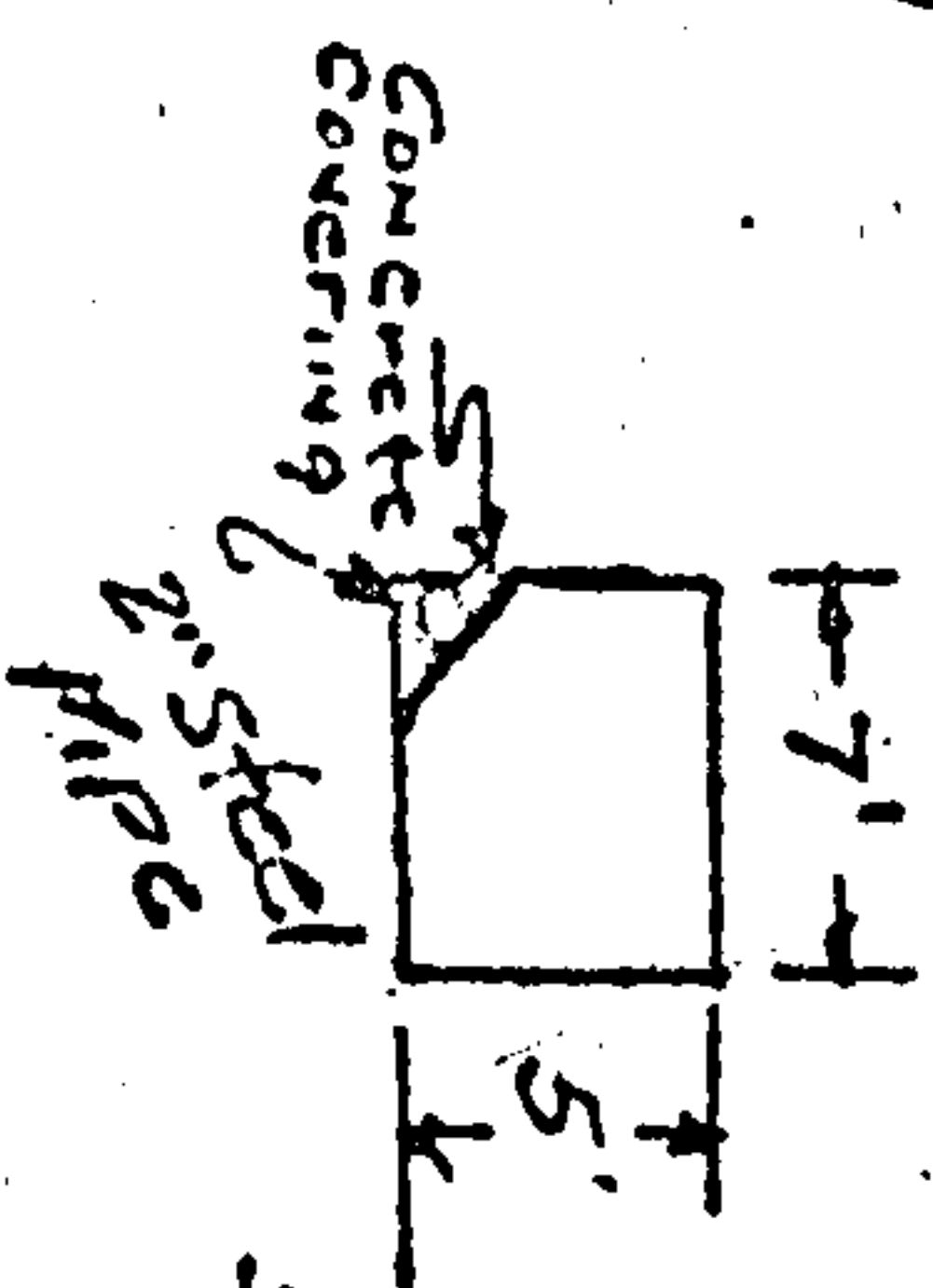
M.L.

1430 TO NJ-960

ROAD

TO BIRMINGHAM

851-856



5x7' Conc Box

48" 2" steel pipe

INSET OF CONCRETE BOX & 48" PIPE
— SKETCH —

1445 to NJ-960
1378 to NJ-960

2=30°
D=16°
T=25.0°

TA/C

2" steel pipe

2" steel pipe

50 STORAGE

50 TRACKS

4 SPUR

To Manchester

PELHAM, ALA.

ATLANTIC COAST LINE RAILROAD COMPANY

PROPOSED 2" STEEL PIPE & 3x7' EASEMENT
FOR INDUSTRIAL BOARD OF THE TOWN OF PELHAM
AND THE INDUSTRIAL DEVELOPMENT BOARD OF THE
TOWN OF MANCHESTER FOR AET MORE-HARTLEY
SCALE 1"=50' NJ-960 G.C.-53

OFFICIAL

101 304 857X008
TOWN ENGINEER ATLANTA GA
REV 7-11-66
4025-1 8-9-66

THIS SUPPLEMENTAL AGREEMENT, Made and entered into this 21ST day of September 19 66 , by and between the ATLANTIC COAST LINE RAILROAD COMPANY, a corporation under the laws of the State of Virginia, hereinafter referred to as the Lessor, and INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF ALABASTER and INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF PELHAM, both public corporations and instrumentalities of the State of Alabama hereinafter referred to as the Lessee, and MOORE - HANDLEY, INC., a corporation under the laws of the State of Alabama,

hereinafter referred to as the Sublessee, WITNESSETH:

WHEREAS, by an indenture between the Lessor and Lessee herein, dated September 21st , 19 66 , the said Lessor ~~has granted and leased unto the Lessee for the purpose of~~ granted unto Lessee the right or license to install and maintain, for the purpose of discharging effluent from a sewage purification plant, a line of 2-inch steel pipe along and across the right of way and through a concrete box culvert of Lessor located underneath tracks of Lessor at Pelham, Alabama (said line of pipe hereinafter for convenience referred to as "leased premises") ~~said line of pipe being certain property of Lessor at~~ as more particularly described in said indenture, which indenture (a copy of which is attached to the Sublessee's counterpart of this supplemental agreement) is made a part hereof by reference; and

WHEREAS one of the covenants of said indenture of September 21st , 19 66 , specifies that Lessee shall not assign said lease or suffer or permit any other person or corporation to use the said leased premises except with the consent in writing of Lessor; and

WHEREAS Lessee now desires to sublease said premises or a portion thereof to said Sublessee for the purpose of discharging effluent from a sewage purification plant ; and,

WHEREAS the Lessor consents to such sublease:

Now Therefore, the Lessor, in consideration of the premises and of the sum of One Dollar to it in hand paid by Lessee, the receipt of which is hereby acknowledged, does hereby give its consent in writing to the subleasing of said premises or a portion thereof to the said Sublessee for the purpose above mentioned, the said sublease to be subject to termination at any time on thirty days' written notice from any one of the parties to the others.

And Lessee, in consideration of the premises, hereby covenants and agrees that Lessee shall remain bound to Lessor for all of the obligations assumed by Lessee in the said indenture of September 21 , 19 66 , except for the sublease consented to hereby, and Lessee hereby assumes the further obligation to Lessor to be liable to Lessor for the performance on the part of the said Sublessee of all of the covenants and agreements in said indenture on the part of Lessee to be kept and performed except payment of rental, it being understood and agreed that payments of rental provided for in said indenture shall continue to be made by the said Lessee to the Lessor herein.

And the said Sublessee, in consideration of the foregoing, hereby agrees that, in so far as concerns the use of said premises by Sublessee and liability for damage to property thereon owned by or under the control of said Sublessee, said Sublessee will perform and be bound by all of the provisions of said indenture (except the covenant to pay rent to said Lessor) as if said Sublessee were the Lessee named therein.

NOTE: The following changes were made in this agreement prior to the execution thereof:

First Whereas Clause: The words "has demised and leased unto the Lessee for the purpose of" and "certain property of Lessor at" - Deleted.

STATE OF ALA., SHELBY CO.,
I CERTIFY THIS INSTRUMENT
WAS FILED ON 2:30 p.m.
5-11 1967

RECORDED & \$ MTG. TAX

\$ 50 DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

IN WITNESS WHEREOF the parties hereto have executed this supplemental agreement in triplicate, the day and year first above written.

Correll M. Butler
JUDGE OF PROBATE

Witnesses for Lessor:

J. R. Allen
S. F. Houck

Witnesses for Lessee:

John P. [Signature]
W. H. [Signature]
W. H. [Signature]

Witnesses for Sublessee:

Michael H. Childers
William L. Mann

ATLANTIC COAST LUMBER CO. (U.S.)

By *D. C. Hastings*
D. C. Hastings, Vice President

INDUSTRIAL DEVELOPMENT BOARD OF THE STATE OF ALABAMA

By *Archie [Signature]* President

Attest: *Don [Signature]* Secretary

INDUSTRIAL DEVELOPMENT BOARD OF THE STATE OF ALABAMA

By *James L. [Signature]* President

Attest: *John [Signature]* Secretary

INDUSTRIAL DEVELOPMENT BOARD OF THE STATE OF ALABAMA

By *John [Signature]* President

Attest: *John [Signature]* Secretary

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