

THIS AGREEMENT, made and entered into this 6th day of October, 1970, by and between

CENTRAL OF GEORGIA RAILWAY COMPANY, a Georgia corporation, hereinafter styled Railroad, party of the first part; and

SHELBY COUNTY ROAD DEPARTMENT, Alabama, hereinafter styled County, party of the second part;

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

WHEREAS, County proposes, at its expense, to relocate and maintain a road, hereinafter called road, upon and across, at grade, the right of way or property and tracks of Railroad, at VINCENT, Alabama, and

WHEREAS, County has requested Railroad to perform certain work in connection with the construction of said crossing, all of which Railroad is willing to do, but upon the terms and conditions hereinafter expressed and contained;

NOW THEREFORE, the PARTIES HERETO, agree as follows:

1. Railroad, to the extent that its title enables it so to do, and without warranty, hereby grants unto County the right to relocate and maintain, upon and across, at grade, the right of way and main track of Railroad, the aforesaid road crossing; said crossing being located substantially as shown in red on print of Drawing No. 1-1711, dated January 13, 1970, attached hereto and made a part of this agreement; RESERVING, however, unto Railroad 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 Railroad may be requisite.

2. Railroad will, at the expense of County, perform the work of construction or installing the portion of said road crossing between the rails in said tracks and to the outside ends of the crossties on each side thereof. The cost of work to be performed by Railroad in the construction of said grade crossing is estimated to be \$1,860 as shown on estimate dated February 4, 1970, attached hereto and made a part hereof.

3. County will, at its own expense, construct said road crossing (except the portion to be constructed by Railroad as aforesaid) including all necessary grading and drainage. Upon completion of the construction of said grade crossing, County will maintain the same at its own expense, and in all respects in accordance with the requirements of Railroad looking to the safe and convenient operation of its said line of railroad.

4. Simultaneously upon the completion of said new road, and the opening of the same to vehicular traffic, County will, at its own expense, take up, remove and abandon the existing road and grade crossing located as shown in yellow on said annexed print, and County will permanently close and effectively barricade said existing crossing to prevent its use.

5. Railroad shall have no liability or responsibility for loss of life or damage to property in connection with the work of County in constructing said road.

6. It is agreed that Railroad shall be exempt from any and all charges or assessments of any kind or character on account of the construction or maintenance of said road within the limits of said right of way or property, or on account of any other thing done or omitted to be done by County in connection therewith.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate, each part being an original, as of the day and year first above written.

In presence of:

CENTRAL OF GEORGIA RAILWAY COMPANY,
By

10
Braden Lee Miller
As to Railroad.

William D. McLean
Vice President.

BOOK 264 PAGE 528

In presence of:

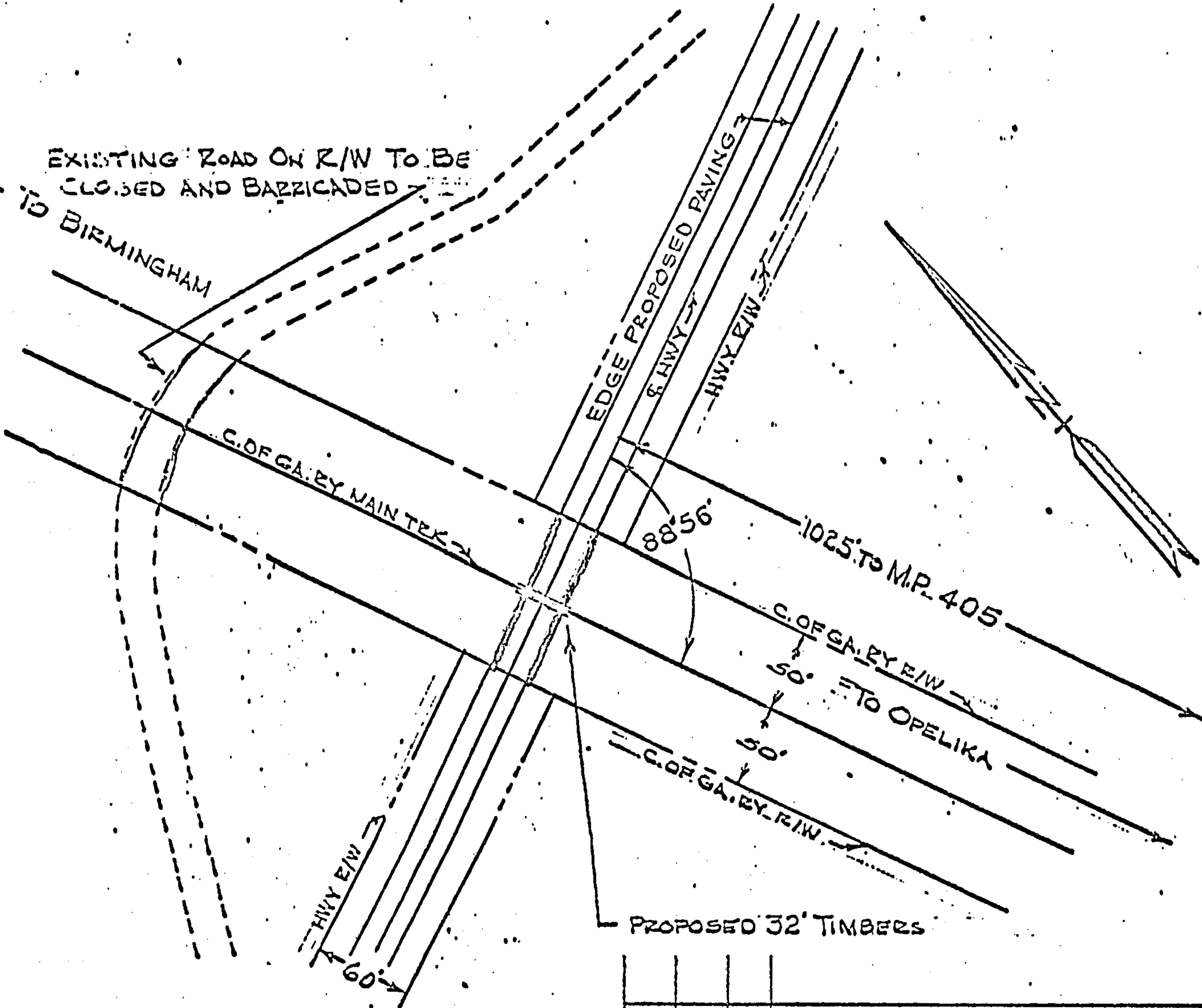
Walter L. Wallace

SHELBY COUNTY ROAD DEPARTMENT,
By

James L. Ray Jr
County Engineer

SHELBY COUNTY, ALA.

EXISTING ROAD ON R/W TO BE
CLOSED AND BARRICADED
TO BIRMINGHAM



GRADE CROSSING TO BE ABANDONED SHOWN YELLOW
PROPOSED GRADE CROSSING AND 32' TIMBERS SHOWN
RED

MARK	DATE	BY	DESCRIPTION
REVISIONS			
SOUTHERN RAILWAY SYSTEM			
OFFICE OF CHIEF ENGINEER			ATLANTA, GA.
VINCENT, ALA. PROPOSED GRADE CROSSING DESIGNED BY SHELBY COUNTY ROAD DEPARTMENT			
DATE	SCALE	FILE NO.	REV. NO.
1-13-70	1"=100'	120-1-76	1
VAL. MAP Y36/45	DATE	FILE NO.	REV. NO.
1-13-70	1-13-70	1-171	1

DO NOT SCALE THIS DRAWING FOR DIMENSIONS NOT GIVEN

CENTRAL OF GEORGIA RAILWAY COMPANY

Estimate of cost of work to be done by Railway Company for account of Shelby County Road Department in connection with the relocation of grade crossing as shown on Drawing No. 1-1711.

MATERIAL:

\$305

Timber guards	.342	MBM	@	\$185.15	=	\$ 63
Drive screw spikes	48	Ea.	@	0.285	=	14
Additioanl ballast	4	N.T.	@	5.00	=	20
Cross ties, new	31	Ea.	@	6.72	=	208

LABOR:

589

Remove and barricade existing Crossing	L.S.	@	\$150
Prepare area for crossing	L.S.	@	150
Install new ties	31 Ea.	@	1.50 47
Distribute ballast	4 N.T.	@	1.00 4
Install timber guards	8 Ea.	@	5.00 40
Relocate signs 2 sets		@	25.00 50

Vacation allowance	6.5% of 441	=	29
Paid Holidays	2.8% of 441	=	12
Health & Welfare Ins.	5% of 482	=	24
Comp. Ins. P.L. & P.D. Ins	4% of 470	=	19
R.R. Retirement & Unemploy	13.3% of 482	=	64

Communication Dept.
Signal & Electrical Dept.

\$ 604
250

Engineering

75

Contingencies

37

Total

\$1,860

NOTE: The above estimate does not include the cost of paving, drainage or any necessary alterations to private or public utilities which items of cost are to be borne by other than Railway Company.

Office of Chief Engineer
Southern Railway Company
Atlanta, Georgia
February 4, 1970 JMF/

File: 120-1-2637

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1970 OCT 23 PM 10:42
U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
JUDGE OF PROBATE
Conrad M. Johnson