

BD S&NA 410

1707

Form 1832-1 (1-66)—Sheet No. 1

Cont \* 63436

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

THIS CONTRACT, entered into this 18 day of May, 1977, between the  
LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a Kentucky corporation, hereinafter called the  
"Railroad," and  
a Municipality TOWN OF HELENA, ALABAMA,  
Helena, Alabama 35080, whose address is P. O. Box 262,  
Helena, Alabama 35080, hereinafter called "Licensee."

WITNESSETH, that the Railroad insofar as it legally may, hereby grants to Licensee, upon the terms and  
conditions hereinafter set forth, the right to construct and maintain upon or over the right-of-way or lands of the  
Railroad, at or near Helena, between mile posts 409 and  
410, on S&NA Subdivision of BIRMINGHAM Division,  
in Shelby County, State of Alabama  
a 20-foot wide service roadway running parallel with and 30 feet north of the center-  
line of the S&NA Subdivision Main Track between Valuation Stations 21605+91 and 21632+  
28, and certain sewage and/or water pipelines within the limits of the roadway,  
hereinafter referred to as "improvements" and located as shown on the following sketch:

SEE SKETCH ATTACHED HERETO AND MADE A PART HEREOF



19770916000097680 1/5 \$.00  
Shelby Cnty Judge of Probate, AL  
09/16/1977 12:00:00AM FILED/CERT

The conditions of the foregoing grant of the right of occupation and use of said right-of-way or lands, which con-  
ditions shall also constitute covenants of the Licensee with the Railroad, are as follows:

BOOK 307 PAGE 815

1. The rental for the use of said right-of-way or lands shall be at the rate of \$25.00 per year, payable to the Railroad by the Licensee annually in advance.

2. This contract is to remain in full force and effect for so long as the roadway, and the pipeline or pipelines, or any of them are maintained in accordance with the terms and conditions as herein set forth, and for so long as the roadway herein granted is needed as an access route to and from the Licensee's sewage treatment plant as set forth in Section 8 herein.

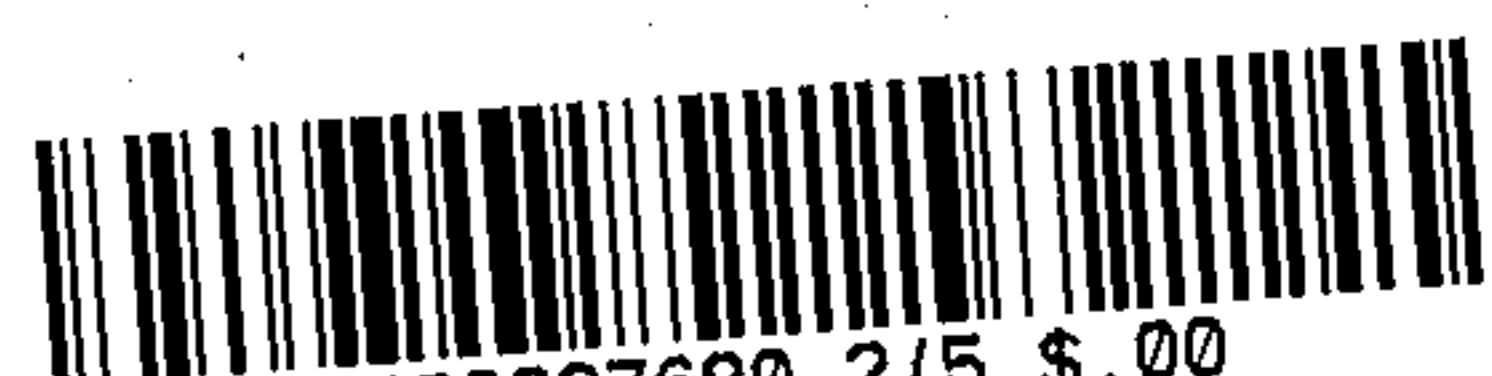
3. Licensee hereby releases the Railroad and any other company operating over its railroad, its and their officers, agents and employees, from and will indemnify it and them against, the claims and demands of all persons, including passengers and employees of either party, for loss of life, injury to person, or damage to or loss of property, including property owned by or in the custody of the Railroad and property of Licensee, arising out of the use or occupation of said right-of-way or lands by said improvements.

4. Said improvements shall be constructed and maintained to the satisfaction of the Superintendent of the Railroad, at expense of the Licensee. Said improvements and the use and occupation of said right-of-way or lands by Licensee, must not interfere with the operation or conduct of the Railroad's business.

5. No act or acts of Licensee on or pertaining to said right-of-way or lands, whether authorized or unauthorized by the Railroad shall be construed or considered as an adverse claim to the title of the Railroad to such right-of-way or lands unless the same shall have been preceded by the service by the Licensee of a written notice on the President of the said Railroad of an intention of the Licensee to claim adversely to the Railroad.

6. Licensee shall not assign its rights under this contract, nor shall it allow any other person, firm or corporation to occupy or make use of the improvements constructed by it, without first obtaining the written permission of the Railroad.

7. Should the Railroad make any changes in its tracks, construct additional tracks, or make any changes in its roadbed or any other facilities which, in its judgment, shall render it necessary to change the grade, location or position of said improvements, then the Licensee shall, immediately after



19770916000097680 2/5 \$.00  
Shelby Cnty Judge of Probate, AL  
09/16/1977 12:00:00AM FILED/CERT

BOOK 307 PAGE 816



receiving written demand, make such changes in said improvements at its expense, or authorize the Railroad to make such changes as required, in which event the Licensee shall promptly reimburse the Railroad for the cost of making such changes.

8. It is specifically understood and agreed that the roadway herein granted is to remain a private roadway of the Licensee in its proprietary capacity, and shall not become a dedicated public way, and is to be used only as an access route to and from the Licensee's sewage treatment plant and its related facilities, and that it will not use the roadway, nor will it permit the roadway to be used by others for any other purpose.

9. As a part of the consideration to the Railroad for granting the Licensee access to its sewage treatment plant as provided herein, it is agreed that the Licensee shall cause the condemnation action, styled the Town of Helena v. Seaboard Coast Line Railroad Company and Louisville and Nashville Railroad Company, now pending in the Probate Court of Shelby County, Alabama, in which the Licensee seeks to condemn roadway access to its said plant across the right-of-way and track of the Railroad, to be dismissed with prejudice, it being agreed that the roadway to be constructed hereunder affords adequate access to the Licensee's property.

10. The Licensee is hereby authorized to install, operate and maintain, without additional compensation to the Railroad, sewage and/or water pipelines within the limits of the roadway herein granted. The pipelines to be installed by the Licensee must conform to plans furnished by the Licensee and approved by the Railroad. The pipelines must be installed and maintained in accordance with the approved plans and in accordance with the Railroad's specifications for pipeline installations at other locations on Railroad's property. It is specifically understood and agreed that the rights granted under the terms of this Section 10 shall not extend beyond the termination of this contract, and shall be restricted to pipelines originating and/or terminating at the Licensee's sewage treatment facilities.

11. Upon termination for any cause or abandonment of the improvements, the same shall be removed by the Licensee and the property of the Railroad shall be restored to good condition at the cost and expense of the Licensee, and this instrument shall become null and void, save and except only as to any liability accrued prior thereto.

WITNESS the signatures of the parties hereto, the day and year first above written.

TOWN OF HELENA, ALABAMA

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By Charles W. Penhale  
As its:

By F. H. Boulton  
As its: Assistant to  
Vice President-Operations

Approved for recording  
H. H. H. 6-9-1977  
MAS 6-14-77  
Approved for filing  
Gen. Atty.

19770916000097680 3/5 \$.00  
Shelby Cnty Judge of Probate, AL  
09/16/1977 12:00:00AM FILED/CERT

BOOK 307 PAGE 817



STATE OF KENTUCKY

JEFFERSON COUNTY

) SS

I, Marvin J. Parvey, a Notary Public in and for said County in said State, hereby certify that F. H. Boulton Jr., whose name as Asst to VP-Operations, of the Louisville and Nashville Railroad Company, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

My commission expires

March 12, 1978.

Given under my hand and seal of office this the 29th day of April, 19 77.

Marvin J. Parvey  
Notary Public, Jefferson County, Kentucky

STATE OF ALABAMA

Shelby COUNTY

) SS

I, James Parick, a Notary Public in and for said County in said State, hereby certify that Charles W. Penhal, whose name as Mayor, of the town of Helena, Alabama, a Municipality, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Municipality.

My commission expires

My Commission Expires May 17, 1980

Given under my hand and seal of office this the 18 day of May, 19 77.

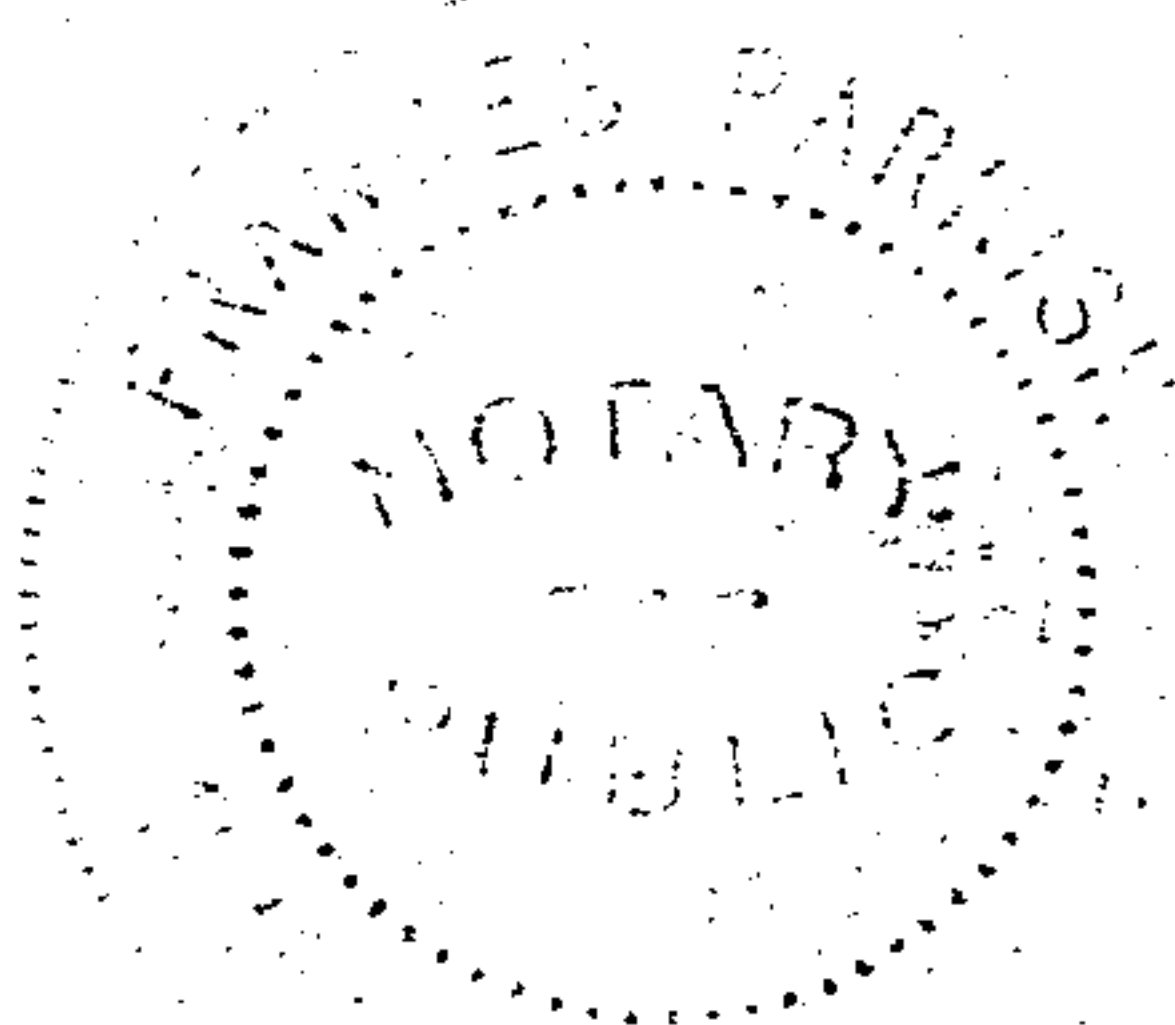
James Parick  
Notary Public,



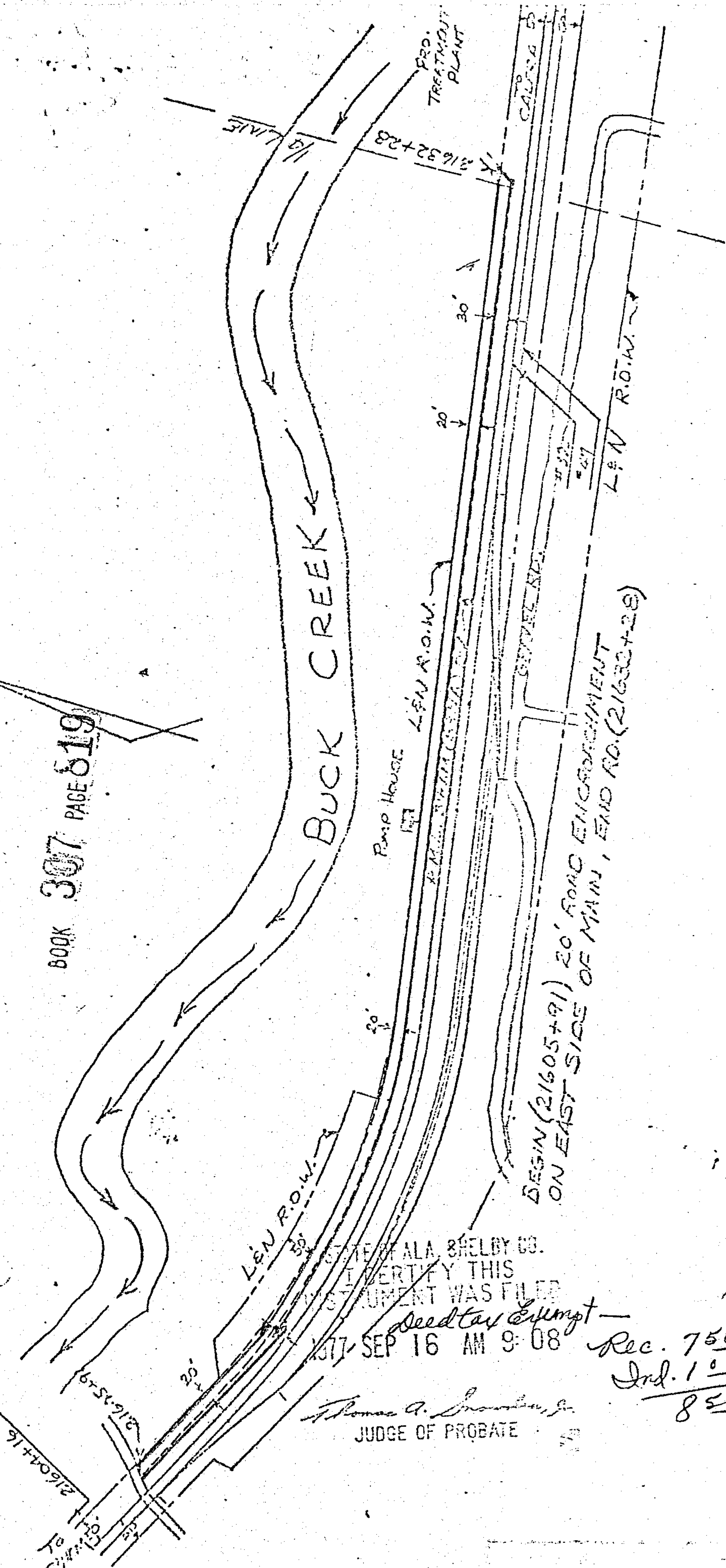
19770916000097680 4/5 \$.00  
Shelby Cnty Judge of Probate, AL  
09/16/1977 12:00:00AM FILED/CERT

Prepared by M. H. Smith  
Atty-at-Law  
908 W. Broadway  
Louisville, Ky.

BOOK 307 PAGE 818



BOOK 307 PAGE 819



HELENA, ALABAMA  
SHELBY COUNTY

V-47  
58



PRO. 20' ROAD ENCROACHMENT BY	OFFICE OF AGG'T. ENGR. SHEET	OF
TOWN OF HELENA FOR ACCESS TO	LOCATION	514M. DIV.
TREATMENT PLANT. SCALE NONE	BY CMD	DATE 5-17-76
		CON-934