

**POWER OF ATTORNEY TO SELL PROPERTY
AND MEMORANDUM OF RELOCATION AGREEMENT**

WHEREAS, We, James L. Gilbert and Joyce E. Gilbert
, residing at 1015 Larkspur Loop,
Jacksonville, Florida, are the owners in fee simple of all
that certain property with the house and improvements erected thereon, situated
in Alabaster, Shelby County, Alabama
generally known as 111 Chestnut Drive, Alabaster, Alabama
and more specifically bounded and described as follows:

(SEE ATTACHED)

WHEREAS, We desire to authorize the CSX Transportation, Inc. acting by and through its duly authorized representative, hereinafter referred to as the "CSXT", to sell the above-described real estate for us, and in our names.

NOW, THEREFORE, We do hereby constitute the CSXT our true and lawful attorney:

1. To employ, if necessary, one or more brokers, whose commission shall be paid by the CSXT, to effect a sale of the above-described property.

2. To negotiate, make, execute, and deliver any contract to sell the above-described property and all appurtenances thereto, upon such terms, provisions, and conditions as it shall deem proper and, if necessary, to enforce said contract.

3. To sell and convey in fee simple by Deed with or without covenants of General Warranty, for such price and upon such terms of credit, and to such person, persons, or corporation, as it shall think fit, the above-described real property and all appurtenances thereto.

4. To demand, receive and collect (by legal action if necessary) any and all monies that may become due to us under any agreement to sell.

5. To endorse, deposit, and collect by (by legal action if necessary) any check, note or other instrument for the payment of money that may be payable to our order in connection with the above-described property.

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6. To pay all mortgage payments, taxes, insurance, utility, and other payments due on or in connection with the maintenance and sale of the property, which the CSXT may think proper to pay; and to pay and satisfy all mortgages, encumbrances, taxes, and assessments that may be a lien or charge on the property.

7. Generally, to do, execute, and perform any other act, matter or think whatsoever, that, in the opinion of CSXT, should be done, executed or performed to properly maintain and effect the sale of the property, as fully as we could do if personally present.

8. This Power of Attorney and Memorandum of Relocation Agreement is made in connection with that Agreement between ourselves and the CSXT dated August 1st, 1992, relating to the sale of the property, by virtue of which the CSXT has acquired an interest in said property. We acknowledge, by execution of this Power of Attorney, that we have received or will receive full compensation from the CSXT for our equity in the above-described property and that all monies received from the sale of this property are due and belong to the CSXT.

9. It is our intent that the powers hereby granted shall be irrevocable and bind our administrator, executor, heirs, successors, or assigns. This Power of Attorney and authority shall not terminate upon our mental or physical disability, incompetence, incapacity, or death.

And we do hereby ratify and confirm all that our attorney shall do, or cause to be done, by virtue hereof, this 20 day of AUGUST, 1992.

Louise A. Bergeron
Witness: LOUISE A. BERGERON
(PRINT NAME)

James L. Gilbert
Owner: James L. Gilbert

Louise A. Bergeron
Witness: LOUISE A. BERGERON
(PRINT NAME)

Joyce E. Gilbert
Owner: Joyce E. Gilbert

STATE OF FLORIDA
COUNTY OF DUVAL

I hereby certify that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JAMES L. GILBERT and JOYCE E. GILBERT, to me known to be the person(s) described in and who executed the same.

Witness my hand and official seal in the County and State last aforesaid this 20 day of AUGUST, A.D., 1992.

My commission expires FEBRUARY 27, 1993.

Louise A. B. B. B.
Notary Public

EXHIBIT "A"

Commence at the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 21 South, Range 3 West; thence run Northwardly along the West line thereof for a distance of 488.02 feet (Deed), 488.58 feet (Meas.); thence turn an angle to the right of 109 degrees 52 minutes 04 seconds (Deed), 109 degrees 50 minutes 46 seconds (Meas.) for a distance of 413.62 feet to the point of beginning of Lot 3 of Dogwood Forest, an unrecorded subdivision, more particularly described as follows:

Continue along the last described course for a distance of 439.27 feet to the Westerly right of way line of Chestnut Drive; thence turn an angle to the left 67 degrees 58 minutes 51 seconds and run along said right of way for a distance of 237.14 feet; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds for a distance of 407.25 feet; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds for a distance of 401.81 feet to the point of beginning.

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10/01/1992-21898
01:35 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MJS 14.00