


This instrument prepared by:

Jerry L. Causey  
General Attorney - Real Estate  
Norfolk Southern Corporation  
1200 Peachtree Street, NE - 12th Floor  
Atlanta, Georgia 30309-3579

  
20071030000500490 1/10 \$.00  
Shelby Cnty Judge of Probate, AL  
10/30/2007 10:15:30AM FILED/CERT

DEED OF EASEMENT

THIS INDENTURE, made and entered into this 22<sup>nd</sup> day of October, 2007,  
by and between **NORFOLK SOUTHERN RAILWAY COMPANY**, a corporation organized  
and existing under the laws of the Commonwealth of Virginia, having its principal office in  
Norfolk, Virginia, Grantor, and **SHELBY COUNTY, ALABAMA**, a political subdivision of the  
State of Alabama, hereinafter called Grantee:

WITNESSETH: That the said Grantor, for and in consideration of the sum of TEN  
THOUSAND AND NO/100 DOLLARS (\$10,000.00), and other valuable consideration, paid by  
Grantee to Grantor, the receipt whereof is hereby acknowledged, does by these presents,  
GRANTS, insofar as title permits and without warranty, unto Grantee, an easement or right of  
way for the construction, operation, maintenance and removal of one 42-inch ductile iron public  
water pipeline encased in a 60-inch steel pipeline under, across and upon the land as hereinafter  
described, being situated in Shelby County, Alabama, to wit:

A FORTY (40) FOOT WIDE EASEMENT OR RIGHT OF WAY under and  
across a parcel of land situate, lying and being in Section 2, Township 21 South,  
Range 1 West, at or near Wilsonville, Shelby County, Alabama and being more  
particularly described as follows:

A forty (40) foot wide easement for one water pipe line crossing an one hundred  
foot wide strip of land of Grantor, used by Grantor for track and other purposes,  
with the easement crossing the land of Grantor at an approximately 85 degree  
angle to the strip of land and track, with the center line of the water line easement  
herby conveyed being approximately 1,714 feet westward of Grantor railroad

mile post 113 (with the center line of the water pipe line easement therefore being at Grantor railroad mile post 113.33-N) and being approximately 292 feet westwardly of a public grade crossing having a AARDOT Number 727 370P, and being generally as depicted on Exhibit A, containing three sheets, attached hereto and made a part hereof; said easement hereby conveyed containing 0.0918 of an acre, more or less.

SUBJECT, however, to such easements and restrictions as may appear of record or as may be apparent from an examination of the premises.

RESERVING, however, unto Grantor its affiliates, subsidiaries, parent corporations, successors, assigns, licensees and lessees the right to continue to maintain, repair, renew and operate a railroad and appurtenances across the easement area and to construct such additional track(s) and other railroad facilities across said easement area and to maintain, repair, renew and operate the same as in the judgment of Grantor, its affiliates, subsidiaries, parent corporations, successors, assigns, licensees and/or lessees may be requisite.

RESERVING, further, unto Grantor, its affiliates, subsidiaries, parent corporations, successors, assigns, licensees and/or lessees the right to install, construct, locate, maintain, repair and renew any fiber optic communications lines and associated structures and facilities related thereto across, under or over said easement area and to maintain, repair, renew and operate the same as in the judgment of Grantor, its affiliates, subsidiaries, parent corporations, successors, assigns, licensees and/or lessees may be requisite.

TO HAVE AND TO HOLD the above described easement unto Grantee, its successors and assigns, so long as it or they may require the same for the purposes granted; PROVIDED, however, that this conveyance is made by Grantor upon the conditions

1. Grantor shall not be required to assume any expense in connection with or incident to any construction, maintenance, use or repair of any facilities located within said easement area and shall be exempt from any and all charges, costs or assessments of any kind or character on account of the construction, maintenance, use or repair of any facilities located



within said easement area under and across the aforesaid parcel of land or adjacent property of Grantor.

2. If, at any time, the easement herein granted or any part thereof, shall no longer be used or required by Grantee, its successors or assigns, for the purposes which granted, the same shall terminate and Grantee, its successors or assigns, shall execute such instruments as now provided or as may be hereinafter provided by law to clear title to the aforesaid property.

3. Upon termination of the easement for any reason, Grantee shall remove all facilities placed within the easement area and restore the property to a condition acceptable to Grantor's chief engineering officer.

4. Grantor's Division Engineer at Birmingham, Alabama, shall be given at least seventy-two (72) hours' advance notice before entry upon the property. The Division Engineer is Mr. Brad Kerchof, whose telephone number is (205) 951-4274.

5. All reasonable care shall be exercised and such precautions taken as said Superintendent, or his authorized representative, may deem necessary to protect Grantor's facilities and operations. Grantor reserves the right to place watchmen, flagmen, inspectors and supervisors for protection purposes during the operations hereunder and the expense thereof, including the expense of any material furnished, shall be paid by Grantee within thirty (30) days of the receipt by Grantor of Grantor's bill therefor. In addition to direct wage and material cost, such expense shall include, but shall not be limited to, cost of supervision, traveling expenses, Federal Railroad Retirement and Unemployment Taxes, vacation allowances and all other expense incidental thereto.

6. Grantee shall at its expense obtain and maintain during the period of any construction or other work within the easement area, in a form and with companies satisfactory to Grantor, the following insurance coverages:

(a) (i) Upon execution of this document by Grantor and Grantee, Grantee shall pay Railway a Risk Financing Fee of \$1,000.00 (in addition to the consideration stated above) to provide Railroad Protective Liability Insurance (which may be self-insurance) as Railway deems necessary or appropriate.

(ii) Prior to the installation of the pipeline facilities, or any subsequent entry by Grantee upon the easement area or other Grantor property, Grantee, and each of its contractors, shall at its sole expense procure and maintain for the course of any such installation or entry, a Commercial General Liability Insurance policy having a combined single limit of not less than \$1,000,000 for each occurrence, naming Grantor as an additional insured and containing products and completed operations and contractual liability coverage. It is understood that this paragraph does not require Grantee to keep Grantor as a named insured once the installation work is fully completed; however, prior to each subsequent entry, Grantee shall first be required to name Grantor as a named insured again under the described Commercial General Liability Insurance policy, and comply with the provisions of the following subsection (b).



(iii) Prior to any entry upon the easement area after installation of the pipeline facilities, unless Railway elects to make available and Grantor pays the then current Risk Financing Fee for each affected installation, Grantor, or its contractor, shall its sole expense procure and maintain during such entry a policy of Railroad Protective Liability Insurance naming Norfolk Southern Railway Company as a named insured and having combined single limits of not less than \$2,000,000 for each occurrence and \$6,000,000 in the aggregate. Such policy shall be written using Insurance Services Offices Form Numbers CG 00 35 01 07 98 and Pollution Exclusion Amendment Form CG 28 31 07 98.

(b) All insurance required under the preceding subsection (a) shall be underwritten by insurers, and be of such form and content, as may be acceptable to Grantor. Evidence of such insurance (a certificate of insurance for the Commercial General Liability policy) shall be furnished to Grantor's Director Risk Management, Three Commercial Place, Norfolk, Virginia 23510-2191 for review and approval, prior to occupancy of the easement area or commencement of construction on Grantor's premises. Said certificate of insurance shall state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or limits without (30) days advance written notice to Grantor.

7. No drainage conditions shall be created or allowed to exist which would be adverse to Grantor's property.

8. A minimum clearance of twenty-five (25) feet from the centerline of the nearest track shall be maintained at all times for any material, equipment or vehicles of Grantee occupying Grantor's property unless authorized in writing by Grantor or Grantor's Superintendent.

9. Grantee will construct and maintain the pipelines, at its expense, in such a manner as will not interfere with the operations of Grantor or endanger persons or property of Grantor, and in accordance with (a) plans and specifications prescribed by Grantor, (b) applicable governmental regulations or laws, and (c) applicable specifications adopted by the American Railway Engineering Association when not in conflict with plans, specifications or regulations mentioned in (a) and (b) above.

10. If Grantor shall make any changes, alterations in or additions to the line, grade, tracks, structures, roadbed, installations or works of Grantor at or near the pipelines, Grantee shall, at its own cost and expense, upon ninety (90) days' notice in writing from Grantor, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of Grantor, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of Grantor.

11. Grantee will notify Grantor prior to the installation and placing in service of cathodic protection in order that tests may be conducted on Grantor's signal, communications and other electronic systems for possible interference. If the pipelines cause degradation of the signal, communications or other electronic facilities of Grantor, Grantee, at its expense, will relocate the cathodic protection and/or modify the Facilities to the satisfaction of Grantor so as to eliminate such degradation. Such modifications may include, without limiting the generality of

the foregoing, providing additional shielding, reactances or other corrective measures deemed necessary by Grantor. This provision applies to the existing signal, communications and electronic equipment of Grantor and to any signal, communications or electronic equipment which Grantor may install in the future.

12. If Grantee fails to take any corrective measures requested by Grantor in a timely manner or if an emergency situation is presented which, in the Grantor's judgment, requires immediate repairs to the facilities, Grantor, at Grantee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

13. It is further agreed between the parties that the premises shall be used by Grantee only for the pipelines and for no other purpose without the written permission of the chief engineering office of Grantor.

IN WITNESS WHEREOF, the parties have caused these presents to be signed the day and year first above written.

ATTEST:

NORFOLK SOUTHERN RAILWAY COMPANY

By

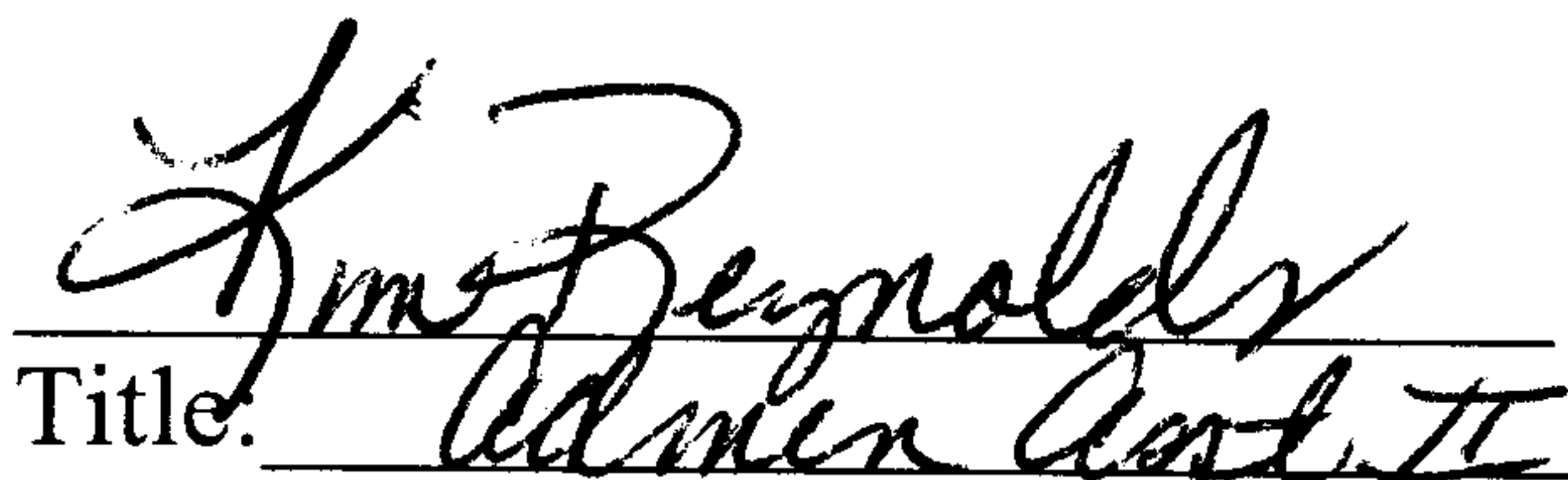
  
Assistant Corporate Secretary

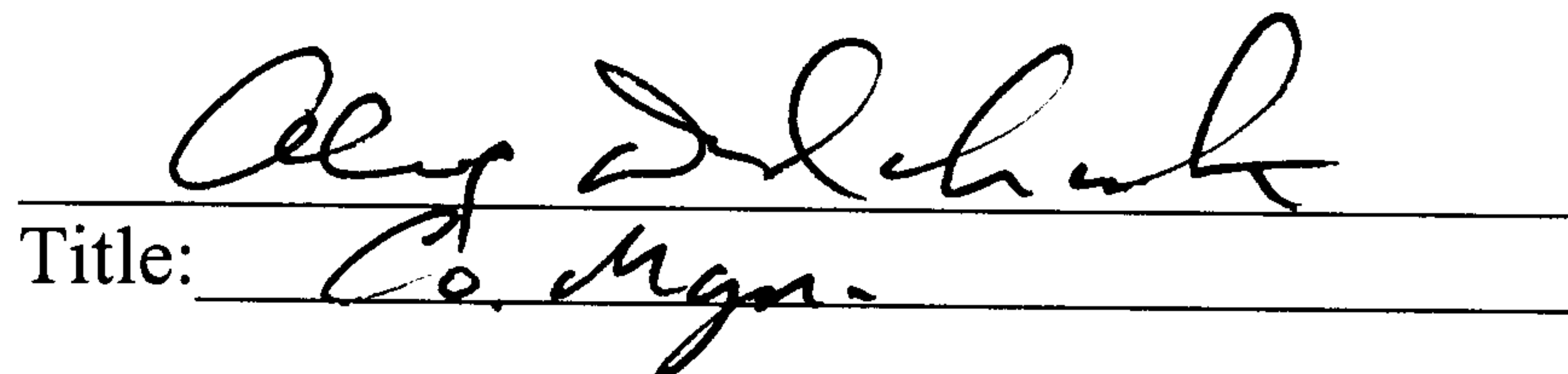
  
Assistant Vice President - Real Estate

ATTEST:

SHELBY COUNTY, ALABAMA

By

  
Title: Adrian A. Smith II

  
Title: Co. Mgr.



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STATE OF GEORGIA

COUNTY OF FULTON

I, BARBARA C. BARDIN, a Notary Public in and for the above State and County, hereby certify that C. V. BAKER, whose name as Assistant Vice President - Real Estate of Norfolk Southern Railway Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal this 22<sup>nd</sup> day of OCTOBER, 2007.

Barbara C. Bardin  
Notary Public

My commission expires:

Notary Public, Douglas County, Georgia  
My Commission Expires Feb. 28th, 2008

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STATE OF ALABAMA

COUNTY OF Shelby

I, Kim Reynolds, a Notary Public in and for the above State and County, hereby certify that Alex Dudchock whose name as County Manager of Shelby County, Alabama, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said City.

GIVEN under my hand and official seal this 4<sup>th</sup> day of October, 2007.

Kim W. Reynolds  
Notary Public

My commission expires:

**KIM W. REYNOLDS, CAP**  
**Notary Public Alabama State at Large**  
**No. 871677**  
**Qualified In Shelby County**  
**Commission Expires October 21, 2008**

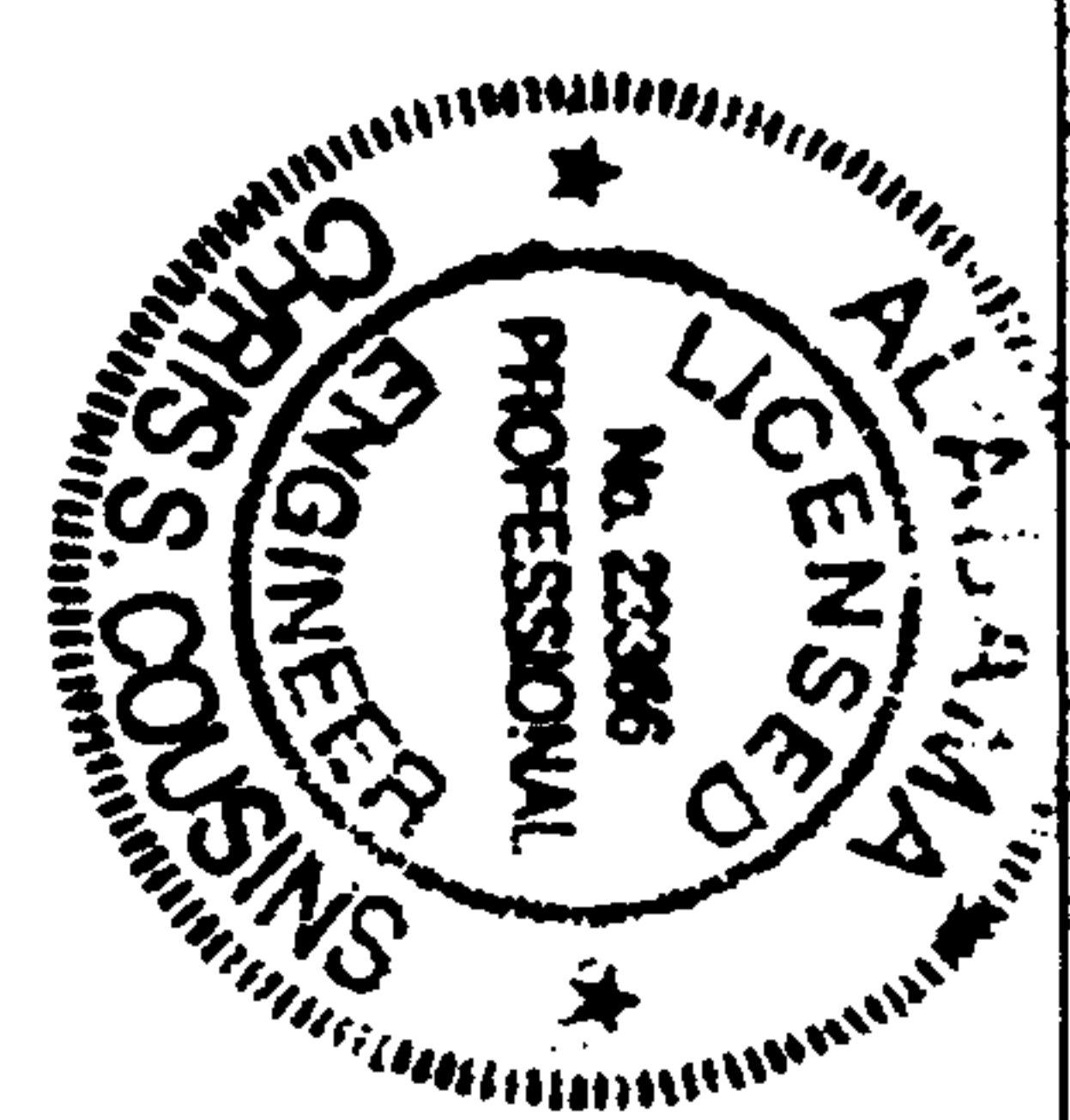
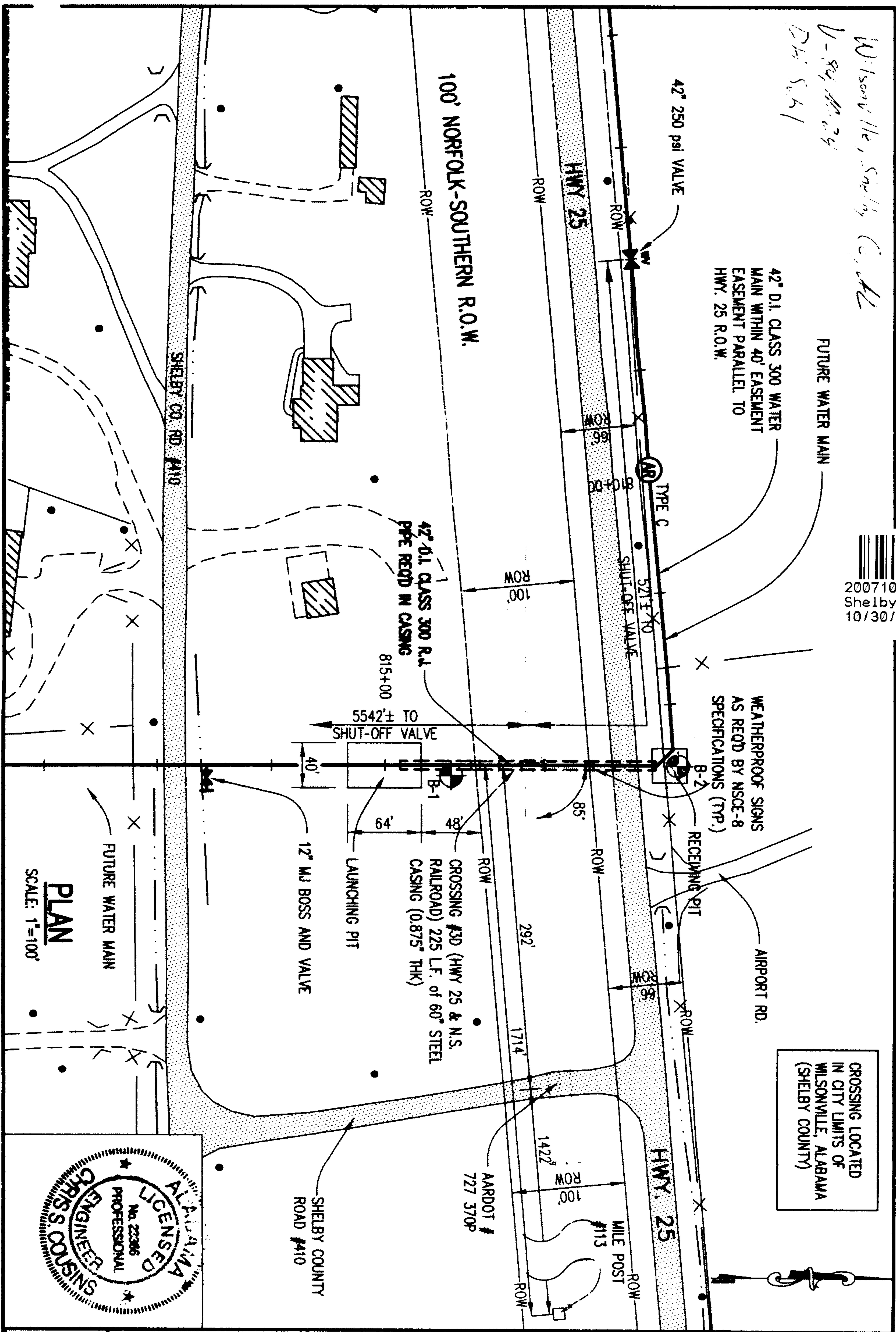
JLC: TWA: ShelbyCountyWaterPipe  
10-3-2007



Wilson He, Shelby Co. AL  
 U-84, 11/24  
 D.H. 5/5/1



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PERMIT FOR NORFOLK SOUTHERN CORP.  
 RAILROAD CROSSING FOR THE  
 SHELBY COUNTY COMMISSION  
 CROSSING #1 4/30/07

**Municipal Consultants, Inc.**  
 Birmingham and Florence, Alabama

**EXHIBIT A**





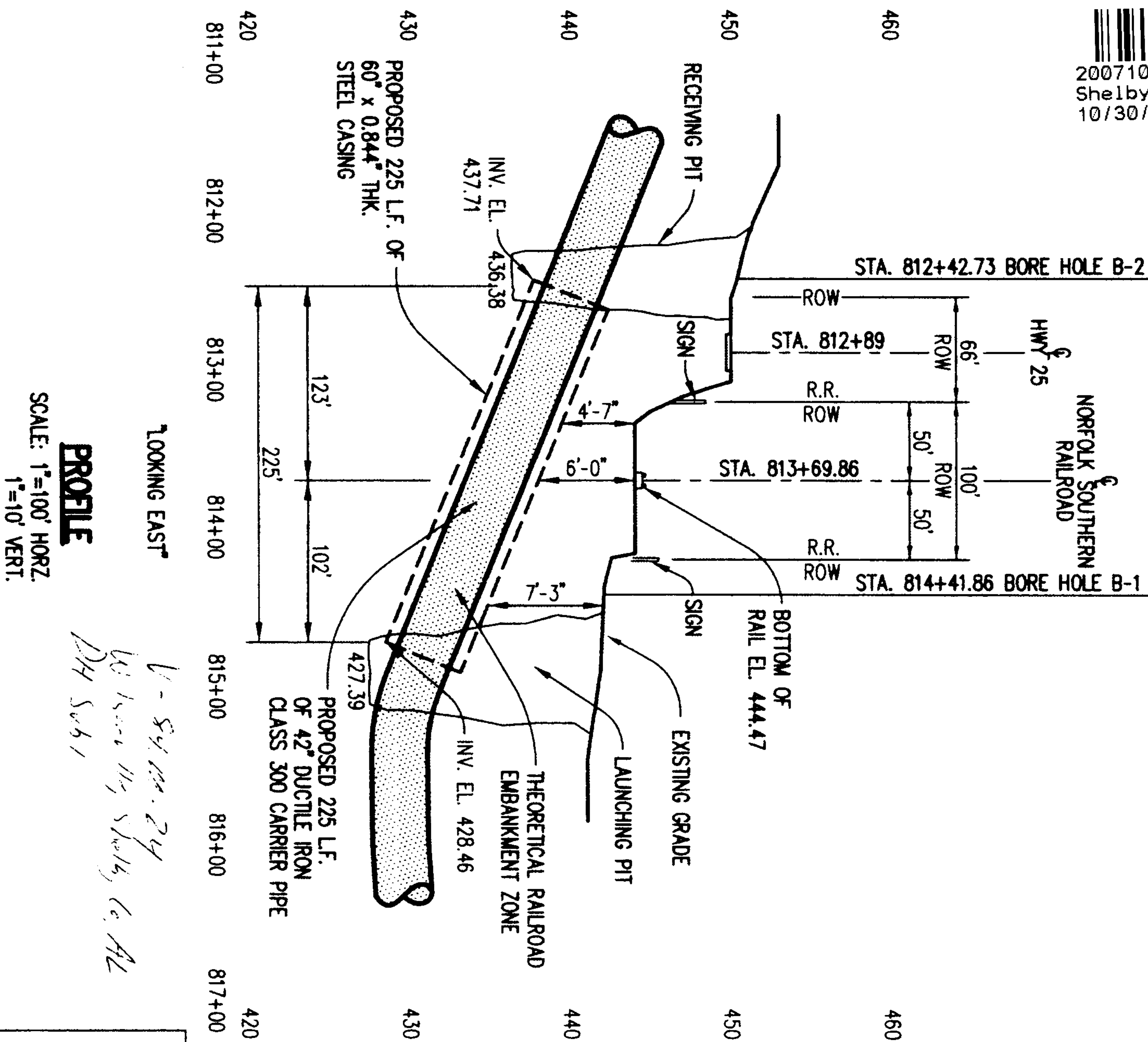
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**LEGEND**

- WM — PROPOSED WATER MAIN
- >— PROPOSED VALVE
- FUTURE WATER MAIN
- R.R. MILEPOST
- RAILROAD
- GRAVEL ROAD OR DRIVE
- EXISTING TREE LINE
- x — x — EXISTING FENCE
- · · · — EXISTING WATER WAY

**NOTES:**

1. CONTRACTOR SHALL FOLLOW ALL REQUIREMENTS OF NORFOLK SOUTHERN'S NSCE-8 SPECIFICATIONS.
2. PIPE LINE AND CROSSING TO BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH LAST APPROVED AMERICAN RAILWAY ENGINEERING AND MAINTENANCE OF WAY ASSOCIATION SPECIFICATIONS FOR PIPELINES CONVEYING FLAMMABLE AND NON-FLAMMABLE SUBSTANCES.
3. BLASTING NOT PERMITTED.
4. CONTRACTOR SHALL PROVIDE ALL NECESSARY SHEETING, FENCING AND TAKE OTHER SAFETY MEASURES AS APPROPRIATE.

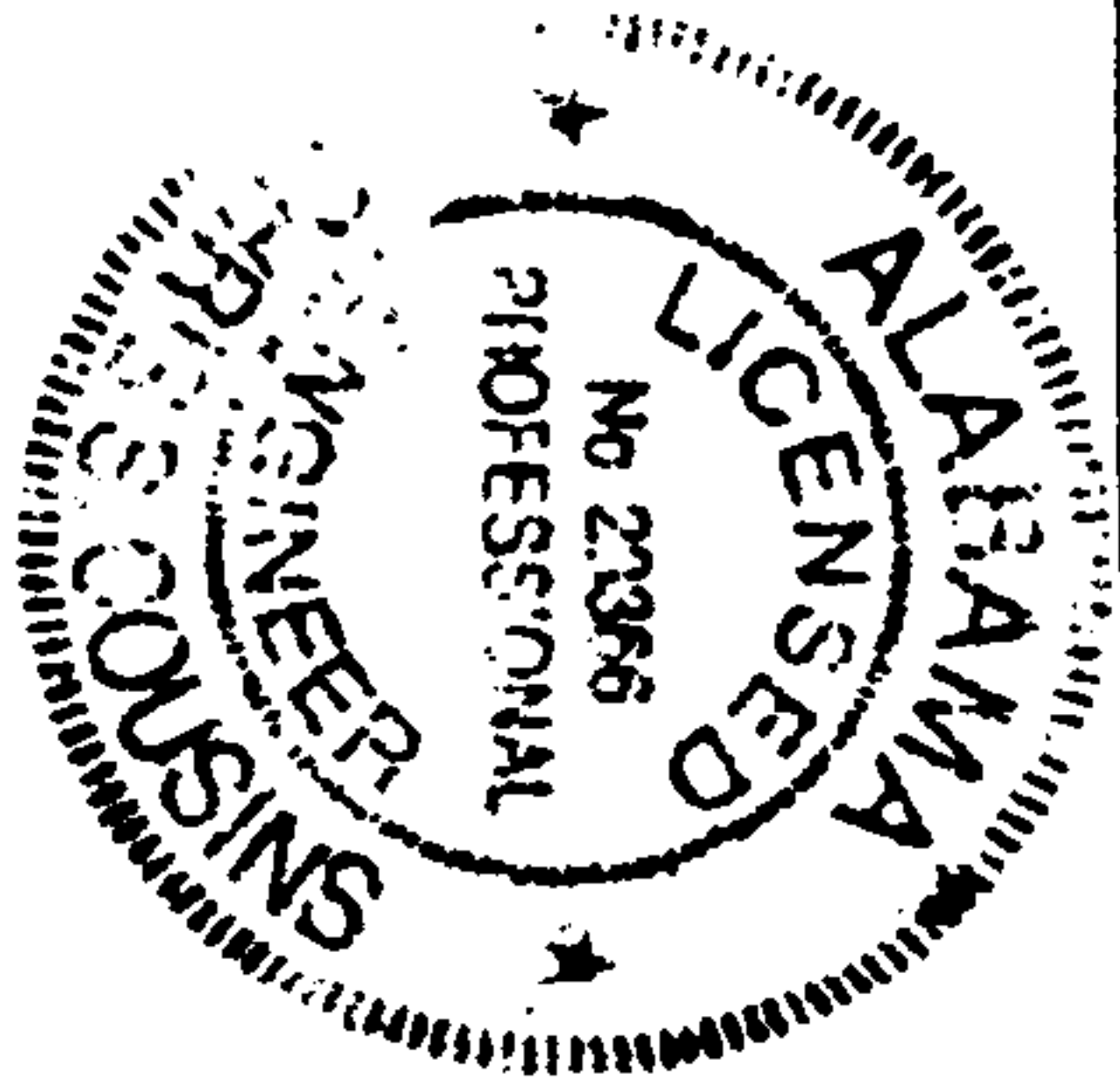


**PROFILE**

SCALE: 1"=100' HORZ.  
1"=10' VERT.

LOOKING EAST

*Handwritten notes:*  
V-84 m. 24  
to from Hwy 25 to Hwy 66  
DH 5/6/1



PERMIT FOR NORFOLK SOUTHERN CORP.  
RAILROAD CROSSING FOR THE  
SHELBY COUNTY COMMISSION

CROSSING #1

4/30/07

**Municipal Consultants, Inc.**  
Birmingham and  
Florence, Alabama

**EXHIBIT A**

# PIPE DATA SHEET

	CARRIER PIPE	CASING PIPE
CONTENTS TO BE HANDLED	Water	----
NORMAL OPERATING PRESSURE	160 psi	----
NOMINAL SIZE OF PIPE	42"	60"
OUTSIDE DIAMETER	44.5"	60"
INSIDE DIAMETER	43.36"	58.25"
WALL THICKNESS	0.57"	0.875"
WEIGHT PER FOOT	255.2 lb.	552.52 lb.
MATERIAL	Ductile Iron	Steel
PROCESS OF MANUFACTURE	Cast Centrifugally	Double Submerged Arch Welded
SPECIFICATION	ANSI/AWWA CISI/A21.51	ASTM A252
GRADE OR CLASS	300	Grade 2
TEST PRESSURE	250 psi Field Test	----
TYPE OF JOINT	Restrained	Welded
TYPE OF COATING	Asphaltic	Non
DETAILS OF CATHODIC PROTECTION	----	----
DETAILS OF SEALS OR PROTECTION AT END OF CASING	----	Brick and Grout
METHOD OF INSTALLATION	----	Bore and Jack
CHARACTER OF SUBSURFACE MATERIAL	----	----
APPROXIMATE GROUND WATER LEVEL	----	----
SOURCE OF INFORMATION ON SUBSURFACE CONDITIONS	----	----


  
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EXHIBIT A