


## DEED OF TEMPORARY EASEMENT

THIS TEMPORARY EASEMENT DEED, made this 21<sup>st</sup> day of July, 2017, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and the CITY OF HOOVER, a body corporate and politic under the laws of the State of Alabama, whose mailing address is 100 Municipal Lane, Hoover, Alabama 35216, hereinafter called "Grantee", WITNESSETH:

(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.)

THAT, for and in consideration of payment of the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00), which is the full monetary consideration for this conveyance, and other valuable consideration, the receipt whereof is hereby acknowledged, Grantor does hereby GRANT and CONVEY unto Grantee, Grantee's successors and assigns, WITHOUT WARRANTY and only to the extent that Grantor's title permits, and FURTHER SUBJECT TO the terms, conditions, exceptions and reservations herein made, two (2) non-exclusive temporary access easements, on, over or across Grantor's property at Elvira, Shelby County, State of Alabama, hereinafter designated "the Easements", which Easements are more particularly described in Exhibit A, attached hereto and incorporated herein, for the purpose of use during the construction improvements to the Stadium Trace Extension Bridge. The term of this temporary access shall expire at the completion of the improvement project or two (2) years from date hereof, whichever first occurs.

EXCEPTING and RESERVING unto Grantor, its successors and assigns, the right to continue to occupy, possess and use the land upon which the Easements are imposed for any and all railroad purposes consistent with Grantor's operations and needs, including but not limited to the placement, repair, relocation and removal of fiber optic cable, and the right to construct, reconstruct, relocate, operate, maintain, repair, renew, replace and remove Grantor's tracks and other facilities as now exist or which may in the future be located in, upon, over, under or across the Easements.

  
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TO HAVE AND TO HOLD the Easements and rights herein granted, solely for the purpose herein contained; SUBJECT, however, to any public or private utilities, cables, wires, pipes and other facilities located in, on, over, under or across the Easements, and all agreements, easements and rights granted or reserved therefor, whether the instruments granting or reserving the same be recorded or unrecorded; ALSO SUBJECT TO the following terms, conditions, exceptions and reservations:


Said bridge, highway, roadway and/or drainage shall be constructed, maintained, repaired, renewed, reconstructed and/or removed in accordance with the provisions of that certain Agreement made between CSX TRANSPORTATION, INC. and the CITY OF HOOVER dated April 19, 2017, and the Plans for the said improvements, which Agreement and Plans are on file in the respective offices of said parties; and the provisions of said Agreement shall survive delivery of this deed.

Grantee, its successors and assigns, shall not at any time impair or interfere with the lateral or subjacent support of Grantor's properties, structures, tracks or improvements on or adjacent to the Easement(s), or otherwise damage the same in any way.

Excluded from this grant are any and all rights of way for access, ingress or egress, whether by way of necessity, implication or otherwise, across, under or over any adjoining properties of Grantor.


All road or highway structures shall be constructed, erected and maintained in, on or over the Easements to provide for a minimum vertical clearance of twenty-three (23) feet (from top of existing rail) and minimum lateral clearance of eighteen (18) feet (from center line of existing tracks).

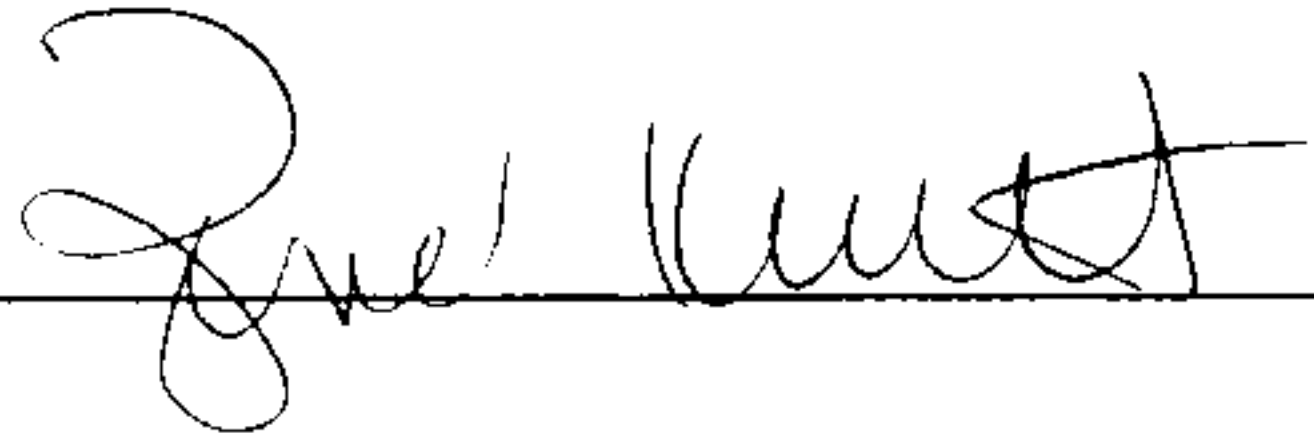
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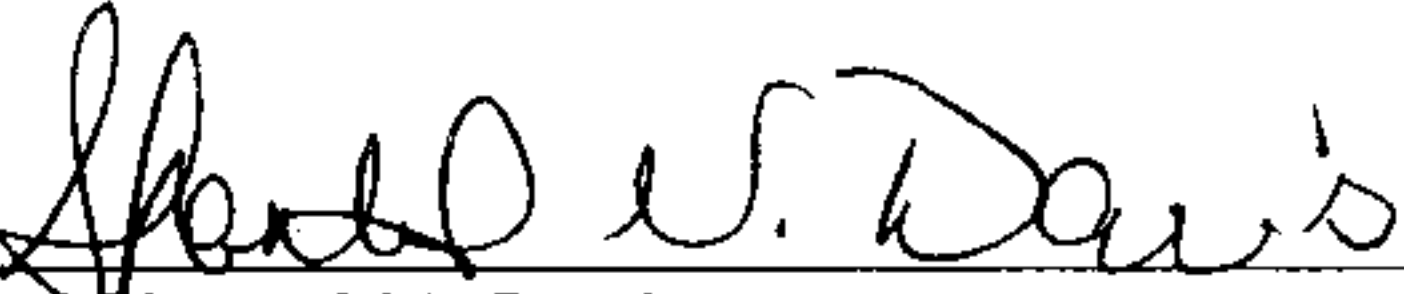
IN WITNESS WHEREOF, CSX TRANSPORTATION, INC., pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_

  
\_\_\_\_\_

CSX TRANSPORTATION, INC.:

By:   
\_\_\_\_\_

Print: Shantel N. Davis

Print: Vice President – Real Estate and Facilities

Attest  (SEAL)  
Secretary

Print Name: **DAVID A. HOFFMAN**  
**ASST. CORPORATE SECRETARY**

This instrument prepared by  
or under the direction of:

Kim R. Bongiovanni  
Senior Counsel  
Law Department  
500 Water Street  
Jacksonville, Florida 32202

**Return to:** The City of Hoover  
100 Municipal Lane  
Hoover, AL 35216



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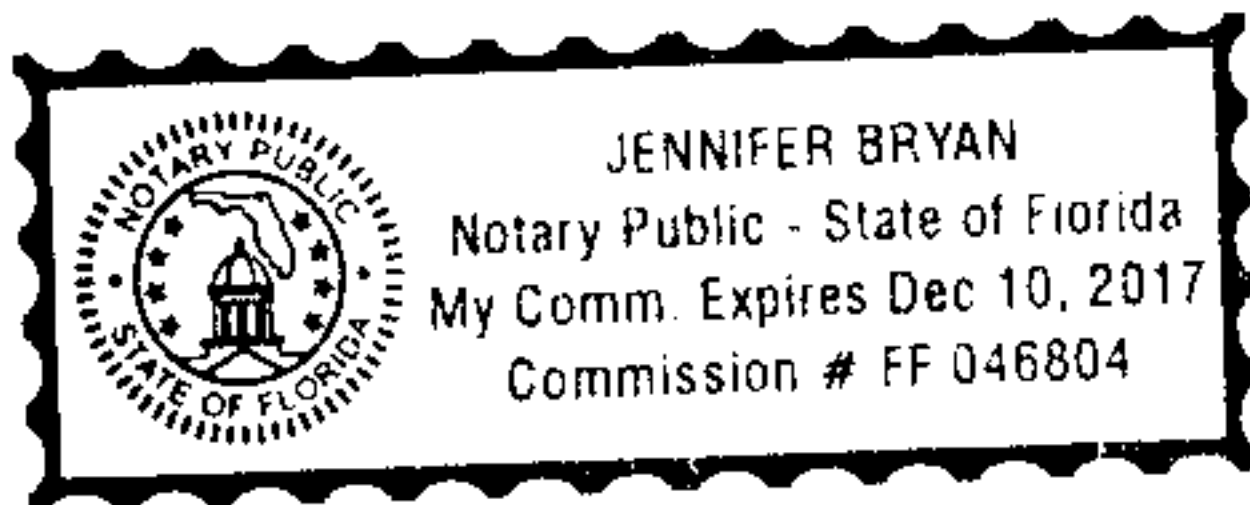
STATE OF FLORIDA       )  
                                      ) SS.  
COUNTY OF DUVAL       )

I, Jennifer Bryan, a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County came Shantel N. Davis (X) to me known, and/or ( ) proven by satisfactory current evidence to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did make oath, acknowledge and say that: she is Vice President - Real Estate and Facilities of CSX Transportation, Inc., the corporation described in and which executed said instrument; she is fully informed of the contents of the instrument; she knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; she signed her name thereto for said corporation pursuant to Board authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 21 day of July, 2017.

My commission expires on:

Jennifer Bryan (SEAL)  
Notary Public  
Print Name: Jennifer Bryan



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## **EXHIBIT A**

Description of Easement at: Elvira, Shelby County, Alabama  
To: City of Hoover  
CSXT Deed File No.: 2016-2951

### **LEGAL DESCRIPTION**

#### **Temporary Construction "A" Easement**

A parcel of land situated in the Southeast 1/4 of the Northeast 1/4 of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows: Commence at the Northeast corner of Section 5, and run South along the East line of said section for a distance of 2381.90 feet; thence turn an angle of 90°00'00" to the left and run in a Westerly direction for a distance of 1078.27 to the POINT OF BEGINNING; thence turn an angle of 134°03'03" to the left and run in a northwesterly direction for 190.00 feet; thence turn an angle of 90°00'00" to the right and run in a southwesterly direction for a distance of 15.00 feet; thence turn an angle of 90°00'00" to the right and run in a southeasterly direction for a distance of 90.00 feet; thence turn an angle of 90°00'00" to the left and run in a southwesterly direction for a distance of 7.00 feet; thence turn an angle of 90°00'00" to the right and run in a southeasterly direction for a distance of 100.00 feet; thence turn an angle of 90°00'00" to the right and run in a northeasterly direction for a distance of 22.00 feet to the POINT OF BEGINNING. Said parcel containing 3550 sq. ft., more or less.

#### **Temporary Construction "B" Easement**

A parcel of land situated in the Southeast 1/4 of the Northeast 1/4 of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows: Commence at the Northeast corner of Section 5, and run South along the East line of said section for a distance of 2431.84 feet; thence turn an angle of 90°00'00" to the left and run in a Westerly direction for a distance of 1173.26 to the POINT OF BEGINNING; thence turn an angle of 134°03'03" to the left and run in a northwesterly direction for 80.00 feet; thence turn an angle of 90°00'00" to the right and run in a southwesterly direction for a distance of 37.00 feet; thence turn an angle of 90°00'00" to the right and run in a southeasterly direction for a distance of 80.00 feet; thence turn an angle of 90°00'00" to the right and run in a northeasterly direction for a distance of 37.00 feet to the POINT OF BEGINNING. Said parcel containing 2960 sq. ft., more or less.



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