

## RESOLUTION 2017-09-18-04

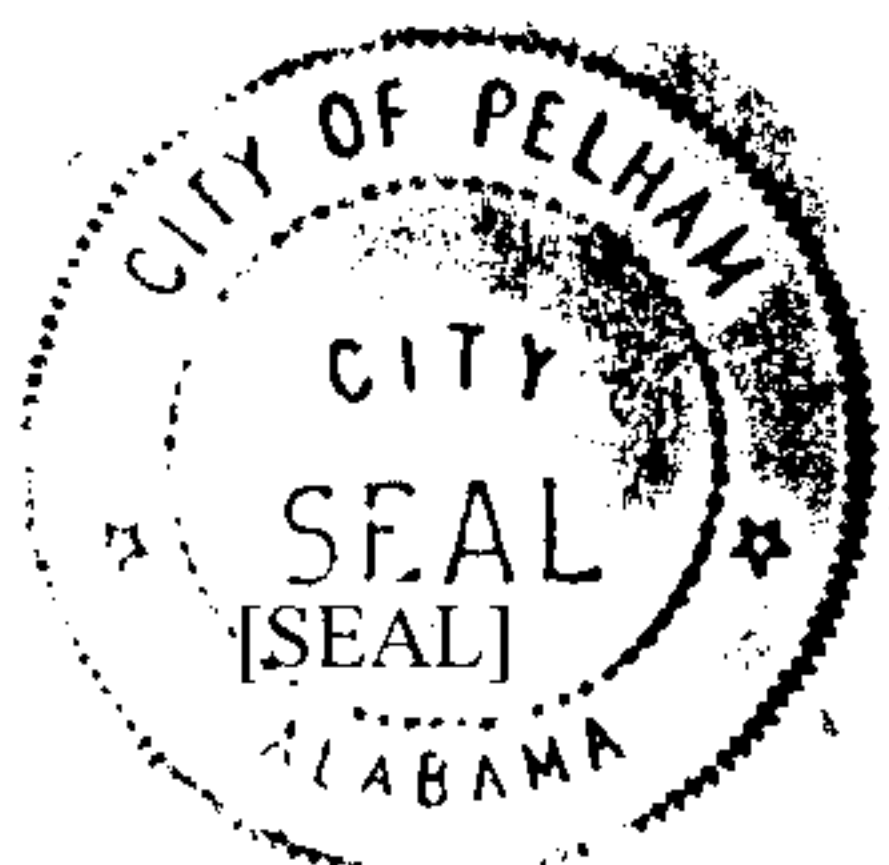
Authorizing an Easement Agreement with CSX Transportation, Inc.

**WHEREAS**, the Pelham City Council has determined it serves a public purpose for the City of Pelham to enter into an easement agreement with CSX Transportation, Inc. related to certain drainage issues involving their 2016 Rail Crossover Project.

**NOW, THEREFORE BE IT RESOLVED** by the Pelham City Council to authorize the Mayor, on behalf of the city, to enter into an agreement with CSX Transportation, Inc. related to certain drainage issues involving their 2016 Crossover Project and the granting of a certain easement between the parties.

**THEREUPON** Mildred Lanier, a council member, moved and Beth McMillan, a council member, seconded the motion that Resolution 2017-09-18-04 be given vote, and said resolution passed by a majority vote of all members of the Council present and the Council President declared the same passed.

**ADOPTED** this 18th day of September 2017.



ATTEST

Tom Seale, MMC, City Clerk/Treasurer

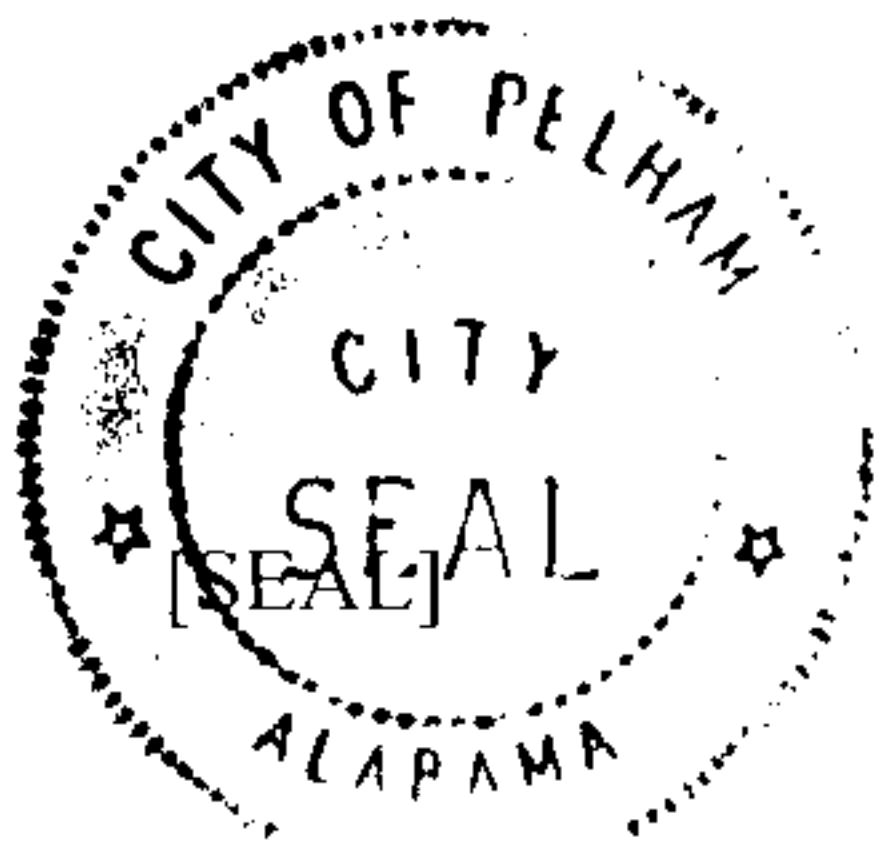
Rick Hayes  
President of the Council



20171023000382870 1/7 \$33.00  
Shelby Cnty Judge of Probate, AL  
10/23/2017 09:24:13 AM FILED/CERT

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 18th day of September 2017 and that such resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 18th day of September 2017.



Tom Seale, MMC, City Clerk/Treasurer

## PERMANENT EASEMENT DEED

STATE OF ALABAMA       )  
SHELBY COUNTY        )



20171023000382870 2/7 \$33.00  
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KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid by CSX Transportation, Inc., the receipt whereof is hereby acknowledged, the undersigned, the City of Pelham, Alabama, an Alabama municipal corporation (GRANTOR), does hereby grant, bargain, and convey unto CSX Transportation, Inc., a Virginia corporation (GRANTEE), its agents, successors, and assigns a permanent easement and right of ingress and egress to and from, also over and across, a strip of land for the purpose of constructing, operating, maintaining and repairing a storm drainage pipe and associated storm drain inlet. Said strip of land being more particularly described as follows:

A parcel of land situated in the Southeast one quarter of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama, being particularly described as follows:

Commence at a found 3 inch capped pipe, marking the Southeast Corner of said Section 14; thence run North 88 degrees 15 minutes 30 seconds West along the South line of said Section 14 for a distance of 789.93 feet to a point, said point lying on the East right of way of CSXT Railroad; thence leaving said South line run North 49 degrees 44 minutes 15 seconds West along said right of way for a distance of 736.75 feet to a point, said point also marking the Point of Beginning of a 20 foot storm drainage easement lying 10.00 feet on each side of, parallel to, and abutting the following line; thence leaving said right of way run North 40 Degrees 15 Minutes 45 Seconds East for a distance of 17.07 feet to the end of said easement. Said parcel contains 341 square feet or 0.01 acres more or less and is also shown on the attached EXHIBIT MAP.

GRANTEE shall have the right and privilege of a perpetual use of said lands for such purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right to cut and keep clear all trees, undergrowth and other obstructions from said strip and on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip.

GRANTEE shall have access, ingress and egress to and from said land over and across adjacent lands of GRANTOR for the purposes herein mentioned, and the GRANTOR shall erect no additional structures other than those now present on the portion of the land above described within the width of said easement, or do any act or thing which would in any way interfere with, damage, place at risk or pose future risk or possible risk to the mains, pipes, or appurtenances

installed or to be installed within the width of said easement or interfere with the right of the GRANTEE to enter upon said land at any time for the purposes heretofore expressed and to have access to all mains, pipes, and appurtenances.

GRANTEE shall also have the right to temporarily place dirt and materials on adjacent lands of the GRANTOR for the purposes heretofore expressed. Any and all disturbed areas within said easement will be put back to match adjacent natural ground and a suitable grass mixture for the season shall be applied.

GRANTEE agrees to leave the property substantially as found upon commencement of construction on said easement but is not required to improve said property beyond its original state and condition, subject to grassing and grading as described herein.

GRANTEE, its successors and/or assigns, shall be responsible for the installation, upkeep, and permanent maintenance of the above referenced storm drain and inlet as necessary to ensure the effective function and effectiveness thereof.

TO HAVE AND TO HOLD unto CSX Transportation, its successors and assigns forever.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

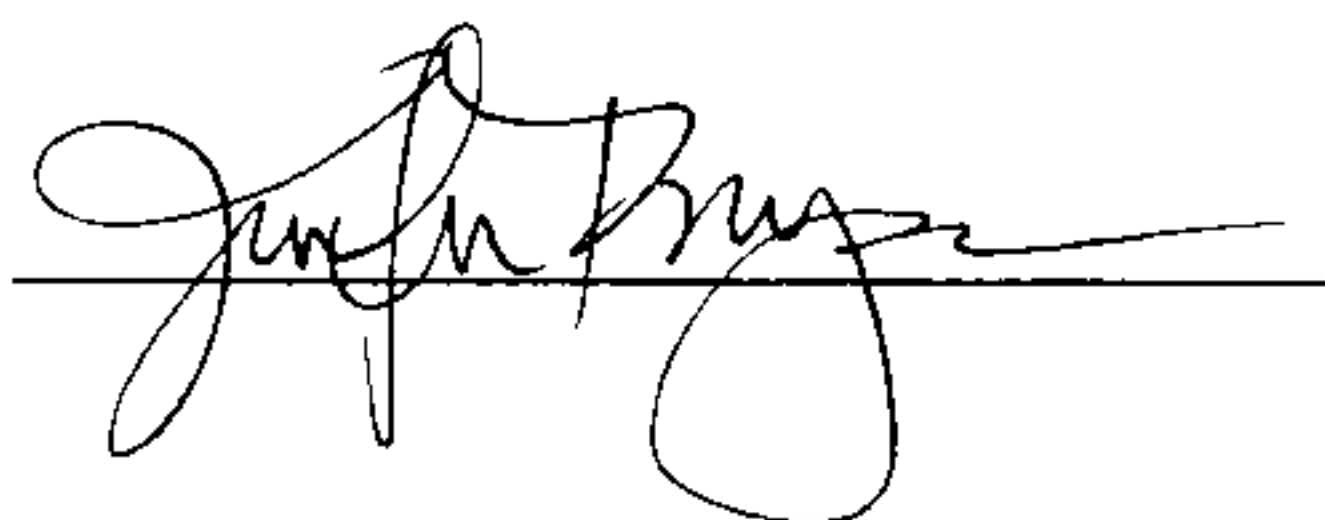


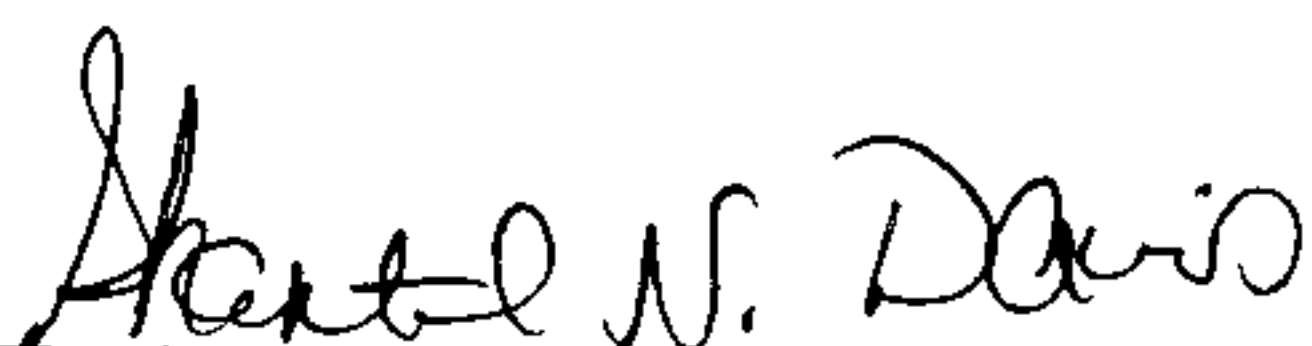
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Shelby Cnty Judge of Probate, AL  
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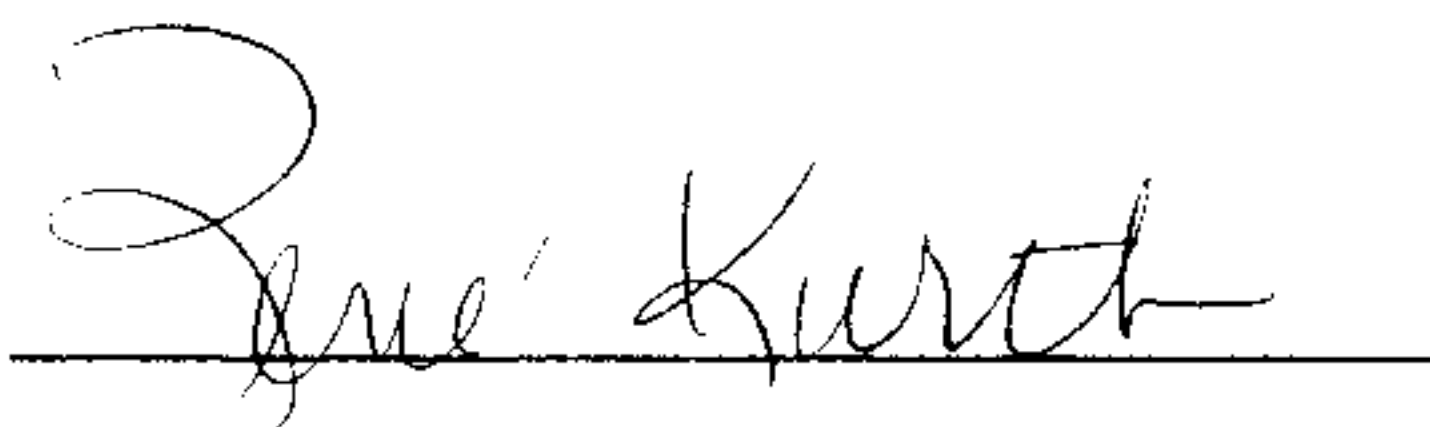
IN WITNESS WHEREOF, CSX TRANSPORTATION, INC., pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

Signed, sealed and delivered  
in the presence of:

CSX TRANSPORTATION, INC.:



By:   
Name: Shantel N. Davis  
Title: Vice President – Real Estate and Facilities



Attest



STEVEN ARMBRUST  
ASST. CORPORATE SECRETARY  
Print Name: \_\_\_\_\_



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Shelby Cnty Judge of Probate, AL  
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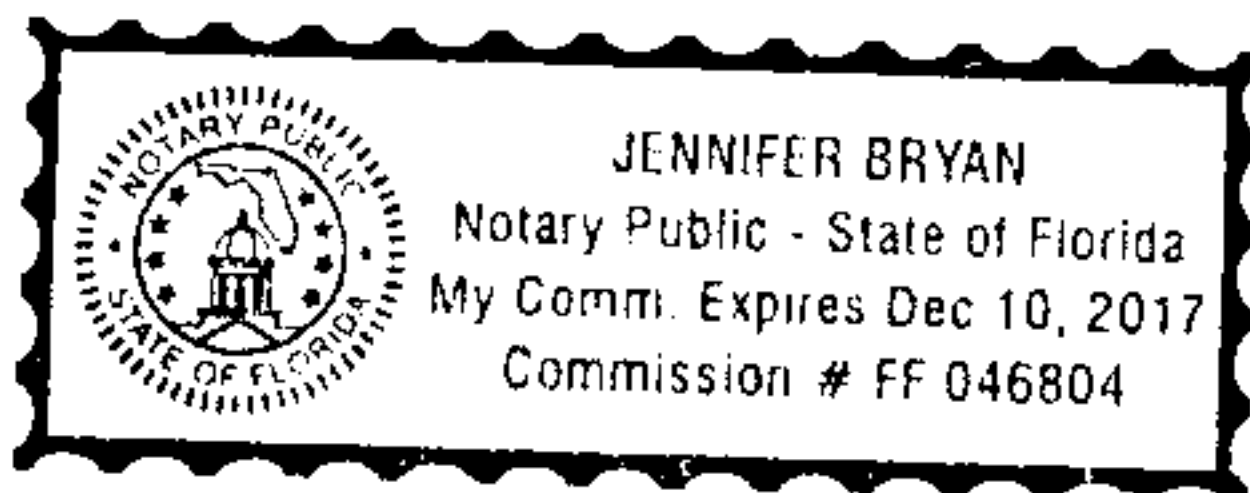
STATE OF FLORIDA       )  
  ) SS.

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 22 day of August, 2017.

My commission expires on:



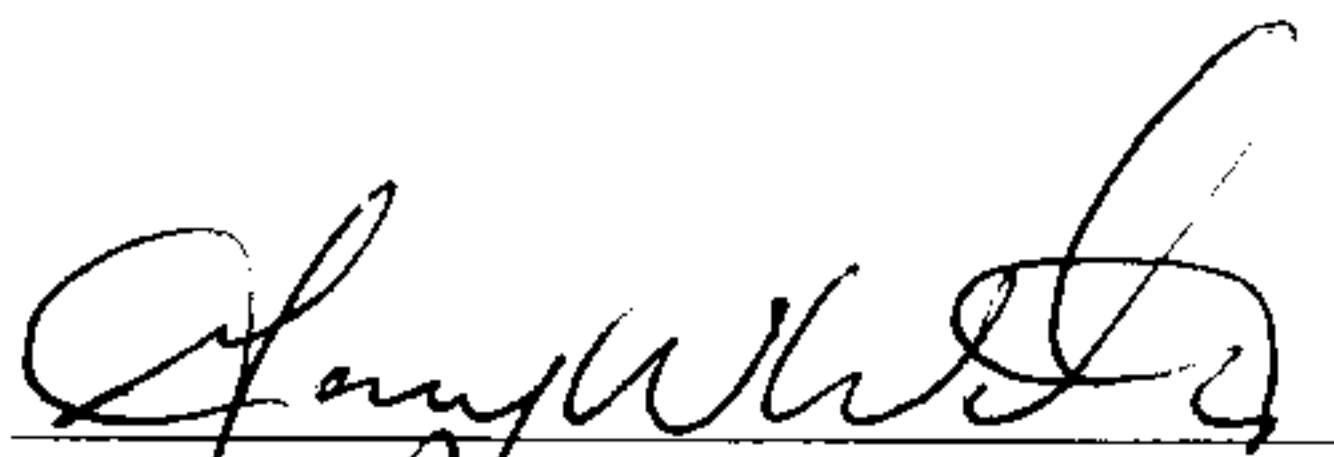
Jennifer Bryan (SEAL)  
Notary Public

Print Name: Jennifer Bryan

20171023000382870 5/7 \$33.00  
Shelby Cnty Judge of Probate, AL  
10/23/2017 09:24:13 AM FILED/CERT



IN WITNESS WHEREOF, as Gary W. Waters, Mayor of  
the City of Pelham, Alabama, has hereunto set his or her hand and seal, all on this 18th day  
of September, 20 17

By: 

Name: Gary W. Waters

Title: Mayor

STATE OF Alabama  
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that  
Gary W. Waters, whose name as Mayor of  
Pelham, Alabama, 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 such  
instrument, 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 18th day of September, 20 17.



  
Notary Public

Print Name: Paula Holly



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# EXHIBIT MAP STORM DRAINAGE EASEMENT

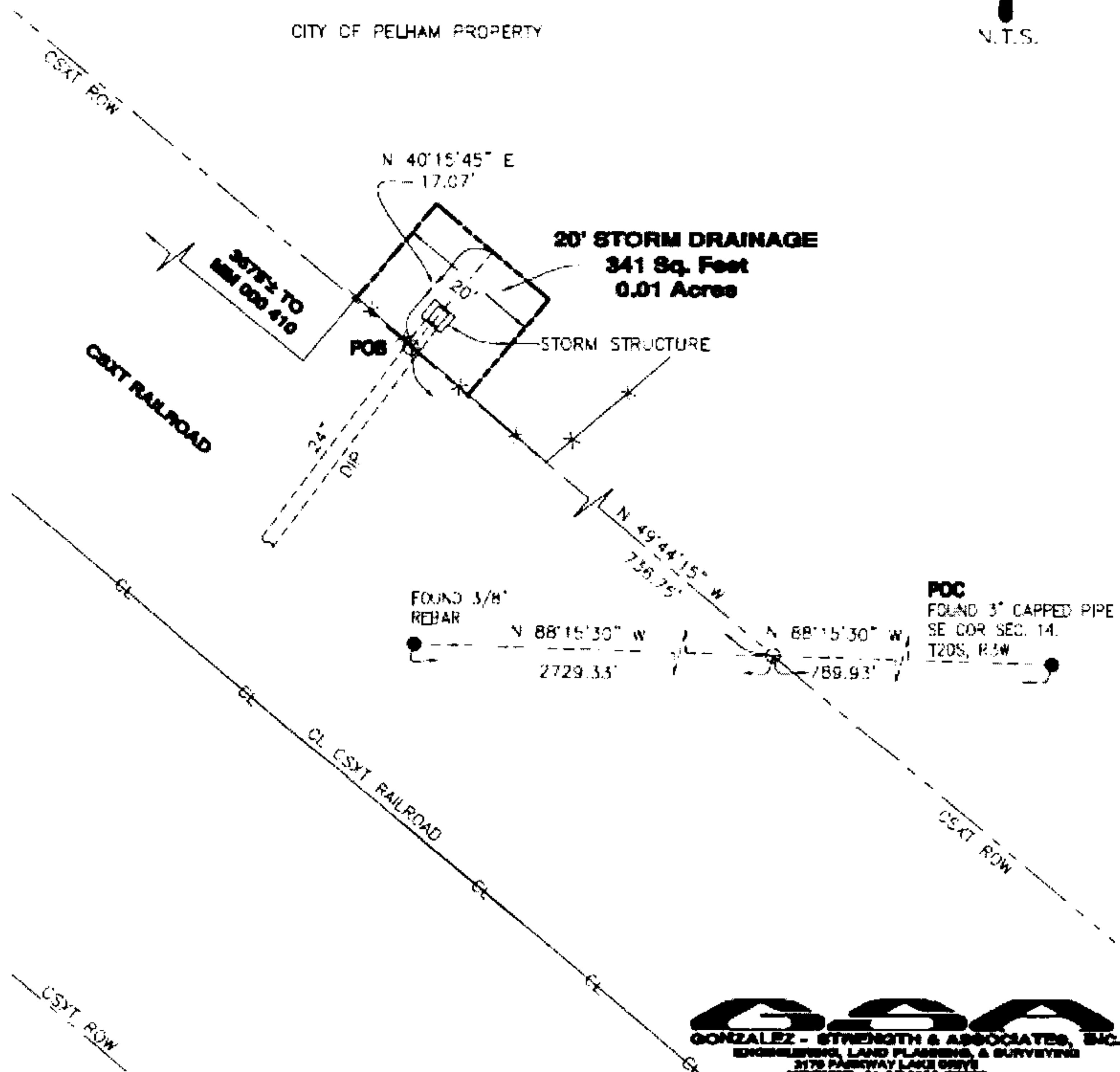
THE SE 1/4 OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 3 WEST  
SHELBY COUNTY, ALABAMA

DRAWING: #28771

| ABBREVIATION |                       |
|--------------|-----------------------|
| P.O.C.       | POINT OF COMMENCEMENT |
| P.O.B.       | POINT OF BEGINNING    |
| DIP          | DUCTILE IRON PIPE     |



CITY OF PELHAM PROPERTY



**GSA**  
GONZALEZ - STRENGTH & ASSOCIATES, INC.  
ENGINEERING, LAND PLANNING, & SURVEYING  
3175 PARKWAY LAKE DRIVE  
HOUSTON, ALABAMA 35895  
PHONE (205) 944-6444  
FAX (205) 944-6444  
www.Gonzalez-Strength.com



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