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THIS INDENTURE between LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a Kentucky corporation, hereinafter called Grantor, and CITY OF BILOXI, MISSISSIPPI, hereinafter called Grantee.

WITNESSETH: That the Grantor, as a donation to the Grantee, does hereby sell, grant and convey insofar as it legally may, to the Grantee, an easement for street purposes only, on and across a strip or parcel of land at Biloxi, Harrison County, Mississippi, being more particularly described as follows:

Beginning at a point in the south right-of-way line of the Grantor, fifty (50) feet southwardly from and at right angles to the centerline of the main track of the Mobile Division, formerly the New Orleans & Mobile Division, of the Grantor's railroad at Valuation Station 1650+02, which point is one thousand ten and five tenths (1,010.5) feet measured westwardly along the centerline of said main track from Mile Post 726 from Louisville, Kentucky; thence westwardly along the south right-of-way line of the Grantor, fifty (50) feet southwardly from and parallel to the centerline of said main track, a distance of sixty (60) feet to a point opposite Valuation Station 1650+62; thence northwardly at right angles, a distance of ninety-eight (98) feet, more or less, to a point forty-eight (48) feet northwardly from and at right angles to the centerline of said main track at Valuation Station 1650+62; thence southwestwardly a distance of three hundred ten (310) feet, more or less, to a point twenty-eight (28) feet northwardly from and at right angles to the centerline of said main track at Valuation Station 1653+72; thence westwardly along a line twenty-eight (28) feet northwardly from and parallel to the centerline of said main track, a distance of twenty-three (23) feet to a point opposite Valuation Station 1653+95; thence westwardly a

distance of three hundred eighty and two tenths (380.2) feet to a point twenty-seven and seven tenths (27.7) feet northwardly from and at right angles to the centerline of said main track at Valuation Station 1657+75.2; thence westwardly a distance of one hundred (100) feet to a point twenty-seven and nine tenths (27.9) feet northwardly from and at right angles to the centerline of said main track at Valuation Station 1658+75.2; thence westwardly a distance of one hundred (100) feet to a point twenty-nine (29) feet northwardly from and at right angles to the centerline of said main track at Valuation Station 1659+75.2; thence westwardly a distance of one hundred (100) feet to a point twenty-nine and four tenths (29.4) feet northwardly from and at right angles to the centerline of said main track at Valuation Station 1660+75.2; thence westwardly along a line twenty-nine and four tenths (29.4) feet northwardly from and parallel to the centerline of said main track, a distance of one hundred (100) feet to a point opposite Valuation Station 1661+75.2; thence westwardly a distance of eighty-eight (88) feet to a point twenty-nine (29) feet northwardly from and at right angles to the centerline of said main track at Valuation Station 1662+63.2; thence southwardly at right angles a distance of seventy-one (71) feet to a point in the south right-of-way line of the Grantor fifty (50) feet southwardly from and at right angles to the centerline of said main track at Valuation Station 1662+63.2; thence westwardly along the south right-of-way line of the Grantor, fifty (50) feet southwardly from and parallel to the centerline of said main track, a distance of fifty (50) feet to a point opposite Valuation Station 1663+13.2; thence northwardly at right angles a distance of seventy-one (71) feet to a point twenty-nine (29) feet northwardly from and at right angles to the centerline of said main track at Valuation Station 1663+13.2; thence westwardly a distance of sixty-two (62)

feet to a point twenty-eight and seven tenths (28.7) feet northwardly from and at right angles to the centerline of said main track at Valuation Station 1663+75.2; thence westwardly a distance of one hundred (100) feet to a point twenty-seven and three tenths (27.3) feet northwardly from and at right angles to the centerline of said main track at Valuation Station 1664+75.2; thence westwardly a distance of one hundred (100) feet to a point twenty-six (26) feet northwardly from and at right angles to the centerline of said main track at Valuation Station 1665+75.2; thence westwardly a distance of one hundred (100) feet to a point twenty-four and four tenths (24.4) feet northwardly from and at right angles to the centerline of said main track at Valuation Station 1666+75.2; thence westwardly a distance of two hundred forty and eight tenths (240.8) feet to a point twenty-four (24) feet northwardly from and at right angles to the centerline of said main track at Valuation Station 1669+16; thence southwardly at right angles a distance of seventy-six (76) feet to a point in the south right-of-way line of the Grantor, fifty (50) feet southwardly from and at right angles to the centerline of said main track at Valuation Station 1669+16; thence westwardly along a line fifty (50) feet southwardly from and parallel to the centerline of said main track, a distance of sixty (60) feet to a point opposite Valuation Station 1669+76; thence northwardly at right angles a distance of one hundred (100) feet to a point in the north right-of-way line of the Grantor, fifty (50) feet northwardly from and at right angles to the centerline of said main track at Valuation Station 1669+76; thence eastwardly along the north right-of-way line of the Grantor, fifty (50) feet northwardly from and parallel to the centerline of said main track, a distance of one thousand nine hundred seventy-nine (1,979) feet to a point opposite Valuation Station 1650+02; thence southwardly at right angles a distance

of one hundred (100) feet to the point of beginning, containing one and twenty-five hundredths (1.25) acres, more or less, being a part of the same property conveyed to the Grantor by the New Orleans, Mobile and Texas Railroad Company by deed dated October 5, 1881, recorded in Deed Book 18, Page 14, in the Chancery Court Clerk's Office of Harrison County, Mississippi.

In accepting delivery of this indenture and in consideration of the granting of the easement herein contained, the Grantee acknowledges that its rights hereunder are granted subject to the following conditions subsequent, which shall be binding upon the Grantee, its successors or assigns.

The Grantee, its successors or assigns, shall construct and maintain all drainage facilities made necessary by the construction of said street so as to provide adequate drainage upon the Grantor's right-of-way or land. The Grantee, its successors or assigns, also agrees to keep the easement area herein conveyed mowed and clear of all vegetation in order to provide good sight distances along Grantor's right-of-way.

The land over which the easement is hereby granted is part of the Grantor's right-of-way occupied partly by its track and appurtenant facilities, and the Grantor expressly retains the right to maintain the same, and to construct and maintain any additional track or tracks and appurtenant facilities, as it may find necessary in the conduct of its business, and to make any lawful use of its right-of-way that is not destructive of the easement hereby granted, and the Grantee, its successors or assigns, shall assume the entire expense of installing the crossing across any track or tracks of the Grantor that now exists or which may be subsequently constructed thereon, except as may be otherwise specifically required by statute. The Grantee shall also assume the entire expense arising from the construction,

installation, maintenance and operation of any grade separation structure and any automatic signals, gates or similar warning devices for public protection at the crossing which may be constructed or installed at the time the crossing is opened or at any subsequent time during its existence.

The Grantee assumes full responsibility for any and all damages that may accrue to the Grantor or its property through interference with the stability of the Grantor's roadbed or right-of-way by the construction of a street upon or across said right-of-way or through the concentration or discharge of water upon the property of the Grantor. Should the Grantor find it necessary to construct or install walls, piling or structures of any kind to support its tracks, roadbed or the slopes of cuts or fills, such structures shall be built and maintained entirely at the expense of the Grantee, its successors or assigns, for so long as the easement remains in existence. If said structures remain on the land at the time the easement terminates, then the Grantor, its successors or assigns, may remove the structures and restore the land to the condition it was before the structures were constructed, and the Grantee will reimburse the Grantor for its actual costs of such work upon a claim being submitted in writing to the Grantee within a reasonable time after termination of the easement.

The conveyance of the easement hereby made is upon the express condition subsequent that in the event of a vacation or abandonment of said easement as a public street or if it shall be used by the Grantee for any other purpose, said easement hereby conveyed, and any interest granted by this deed, shall thereupon cease and determine, and all rights hereby conveyed shall revert to the Grantor, its successors or assigns.

The Grantor shall not be required to pay any cost of the construction, operation or maintenance of the said

Valuation Station 1667+85.7.

IN WITNESS WHEREOF, the Louisville and Nashville Railroad Company, Grantor herein, has caused these presents to be signed by its duly authorized officers and its corporate seal, duly attested, to be hereunto affixed, this 28<sup>th</sup> day of April, 19 77.

LOUISVILLE AND NASHVILLE RAILROAD COMPANY



Attest:

[Redacted] *WAS* By [Redacted]

STATE OF KENTUCKY

JEFFERSON COUNTY

This day personally came and appeared before me the undersigned authority in and for said jurisdiction, [Redacted] and P. J. Lucas, Jr., the Executive Vice President and Attesting Officer, respectively, of the Louisville and Nashville Railroad Company, who acknowledged that they, being first duly authorized so to do, did, on the day and date set out therein, sign, execute and deliver the within and foregoing instrument for and on behalf of the Louisville and Nashville Railroad Company.

Given under my hand and seal, this 28<sup>th</sup> day of April, 19 77.

[Redacted]

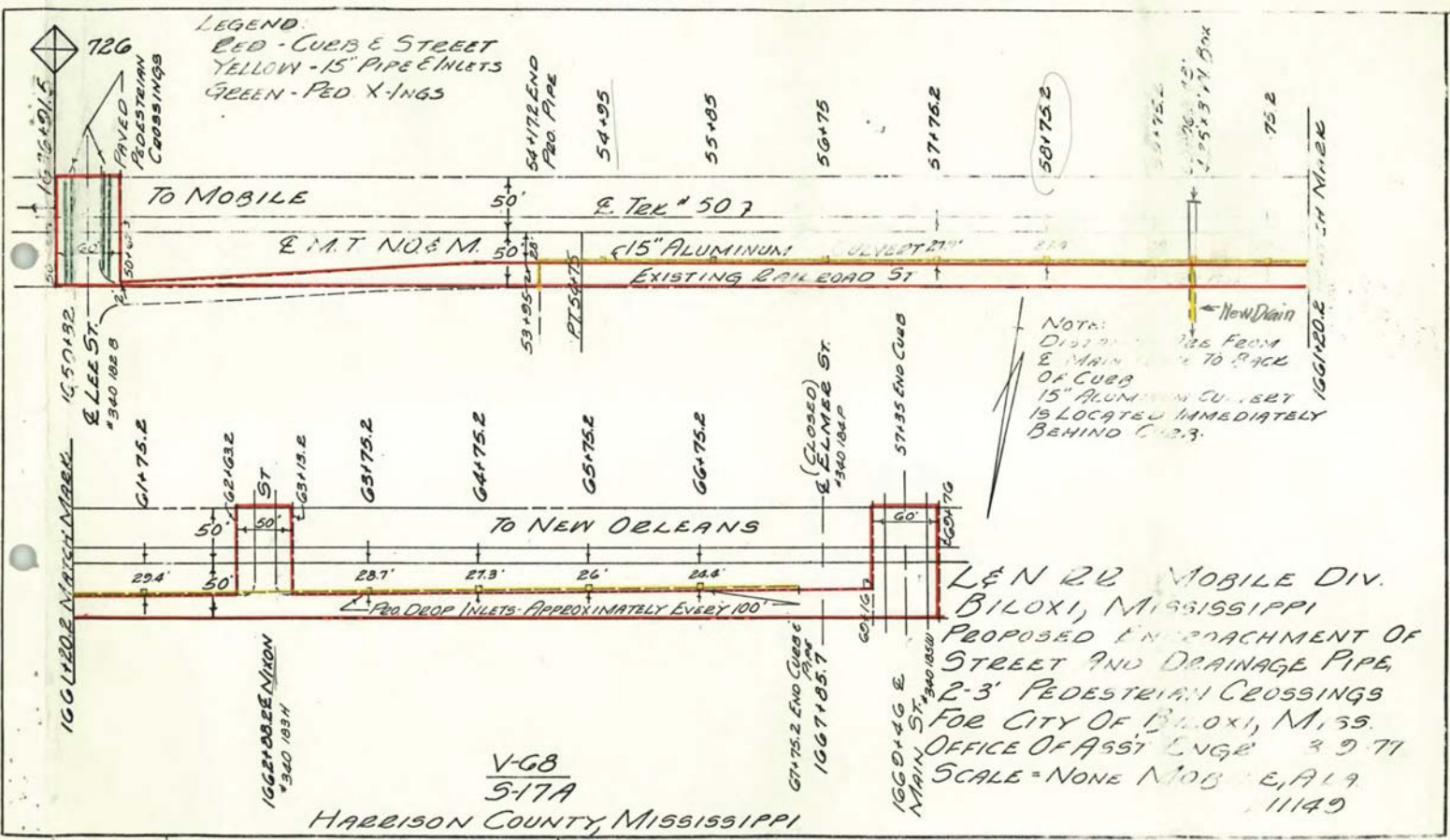
Notary Public

*Notary Public, State at Large  
My Commission expires June 15, 1977*



*Recorded in Book 78, Page 565*

LEGEND:  
 RED - CURB & STREET  
 YELLOW - 15" PIPE & INLETS  
 GREEN - PED X-INGS



NOTE:  
 DISTANCE FROM  
 MAIN TO BACK  
 OF CURB  
 15" ALUMINUM CURB SET  
 IS LOCATED IMMEDIATELY  
 BEHIND CURB.

V-68  
 5-17A  
 HARRISON COUNTY, MISSISSIPPI

LEN 22 MOBILE DIV.  
 BILOXI, MISSISSIPPI  
 PROPOSED ENDOACHMENT OF  
 STREET AND DRAINAGE PIPE  
 2-3' PEDESTRIAN CROSSINGS  
 FOR CITY OF BILOXI, MISS.  
 OFFICE OF ASST ENGR 3971  
 SCALE - NONE MOBILE, ALA  
 11149