Brown
To
Coal Co

Articles of agreement made and entered into this
twenty eighth day of February in the year 1856. by and
between William P Brown and Margaret Stephens
Brown his Wife of the County of Shelby State of Alabama
of the first part and the Alabama Coal Mining Compa-
=ny of the other part Witnesseth that Whereas the said
Company intend Constructing a rail Road from the Al
=abama and Tennessee River Rail Road to said Com
pany's Coal Mines and Coal lands and Extending the same
by branches wherever found necessary to facilitate the business
and operations of said Company and whereas said rail road
or branches or some part or parts thereof will run over Certa
=in lands which said Brown is the lawful Owner
now in Consideration of the premises and of the Certain
stipulations and agreements hereinafter mentioned the said
party of the first part agrees to relinquish and release
and doth hereby relinquish and release to the said Alaba
=ma Coal Mining Company and its successors any & all
damages which may at any time be legally assessed upon
the lawful Condemnation of land for the right of way for
said Road and branches through the lands of said Brown
Provided further and it is hereby agreed by the said
Alabama Coal Mining Company that but one road and
no branch road shall be made through any part
of said Browns home plantation where he now resides
formerly known as the Pinter place. And it is further
agreed by said Company that said Road and branches shall
be Constructed in such Manner as to do as little damage
as possible to said Brown his heirs and assigns and that no
holes or depressions shall be left that may retain Water &
no Morass shall be Cut on the land Condemned beyond
the limits of the Excavations and Embankments than shall
be required to render the road safe and said Company hereby
itself to make and keep up all necessary and proper Cattle
guards Culverts Ditches drains and Crossings and also that
all the Embankments Excavations and detours made in
the Construction or repairs of said road on said Browns home
plantation aforesaid shall be finished with regular and
lines and proper slopes In Consideration of the foregoing agree
ment the said Alabama Coal Mining Company for themselves
their successors and assigns Covenant to and with
the said Brown his heirs and assigns that the said
Brown his heirs and assigns shall have the right
at all times to use said road and branches for the trans
portation of Coal and other freight and for the
transportation of himself therewith and all other
persons Connected with his or their families business
or employment as fully and freely as the said Alaba
ma Coal Mining Company their successors

and assigns may do. Provided always that the said Brown his heirs or assigns shall have no right hereby to do use said road or branches as unnecessarily to hinder or delay said Company their successors or assigns nor shall said Company their successors or assigns unnecessarily hinder or delay said Brown his heirs or assigns in their use of said road or branches as aforesaid And upon this further provision that said Brown his heirs or assigns shall pay to said Company their successors or assigns a tax of six Cents per ton for Each and Every Ton of Coal and other freight which he or they may transport or cause to be transported on said roads or roads

It is further stipulated between the parties hereto that nothing herein Contained shall be Construed to Extend to the release of damages on the Condemnation of land for any other purpose than the right of way aforesaid nor shall such Condemnation for right of way prevent said Brown his heirs and assigns from using such Condemned land in any way not not inconsistent with the use of the same by said Company their successors And assigns for said right of way for said rail road

In Witness whereof the undersigned acting as the Executive Committee of said Alabama Coal Mining Company and Wm P Brown and his Wife Margaret Stephens Brown have hereunto affixed their seals and seals on the day and year first above mentioned

A B Cooper Seal
John M Moore Seal
J W Barber Seal
Wm P Brown Seal
Margaret Stephens Brown Seal

Witness J W Barber. by T Armstrong
Witness by M M McCormico as to Cooper & Moore
Witness by M M McCormico as to Wm P Brown
Witness Anna Butt as to Margaret Stephens Brown

And in affirmation of the foregoing the undersigned D E Watrous Pres't & J W Barber Sec'y of said Ala Coal Mining Company have hereto affixed their signatures and the seal of said Company — D E Watrous Seal
J W Barber —

The State of Alabama } I Alem Jones an Acting Justice of the
Dallas County } Peace for said County hereby Certify that A B Cooper J W Barber J M Moore W P Brown D E Watrous whose names are signed to the foregoing Conveyance and who are known to me acknowledged before me this day that being informed of the contents of the Conveyance they Executed the same voluntarily on the day the same bears date. given under my hand this 21 day of April 1887

Alem Jones J P.

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The State of Alabama Shelby County I Daniel W Pointer
an acting Justice of the Peace within and for said County
hereby certify that there came Stephens Brown whose
name 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 executed the same voluntarily
on the day the same bears date given under
my hand this 23 day of April 1857.

D W Pointer J P

Filed for and Recorded 24 April 1857

Jude McClendon Judge