Tallant
W A
to H M
Norris
Agt
E T V & G R R

State of Alabama }
Shelby County } This agreement entered into by
& between The East Tennessee Virginia and Geor-
gia Railway Company a corporation under & by
by virtue of the Laws of the State of Tennessee
the party of the first part and W. A. Tallant &
and H M Norris of Shelby County Alabama the
parties of the second part Witnesseth That the
party of the first part hereby agrees to put in &
maintain in reasonably good order two stock
gaps at places heretofore agreed on by the par-
ties hereto for the convenience of the parties
of the second part but at the expense of the
party of the first part and for the above men-
tioned consideration and for the further con-
sideration of one dollar paid by the party of
the first part to the parties of the second part
the receipt whereof is hereby acknowledged
the said parties of the second part for
themselves hereby agree to release the party
of the first part from any & all liability for
any loss or damage to live stock belonging
to said parties of the second part, or to either
of them which may be killed or injured by reason
of the running of the trains on that part of the
Rail road between the stock Gaps to be put
in under this agreement - and said par-
ties of the second part hereby covenant for
themselves their heirs and representatives that
so long as the said Railway Co maintains said
stock gaps in the order above mentioned this
contract shall be binding upon themselves
their heirs successors and assigns as a con-
tract running with the land & binding upon
the owners lessees and occupants thereof - It is
further agreed between the parties hereto that
the parties of the second part shall have the
right to enter upon, occupy & cultivate as tenants
at will any part of the statutory right of way
land heretofore acquired by the party of the first
part between the stock gaps therein provided

for but only so as not to run water towards to the Road bed and not so close to the ditches as to injure with the proper & economical repair of the track & road bed; and in case of any ~~defaulth~~ damage to crops growing on said statutory right of way land to wit within fifty feet of the center line of the main track of said railroad caused by running of the trains or by wrecks thereof then in all such cases the parties of the second part for themselves their heirs successors & assigns covenant as above to release the party of the first part from all liability for all such damages. In Testimony whereof witness the obligations of the respective parties to this agreement this 21st day of February 1889 & in the presence of the subscribing witness thereto-

The East Tennessee Virginia and Georgia Railway Co-
by H Hunnicutt
G. M.

W. A. Tallant
H M Norris

State of Alabama - Shelby County.
Personally appeared before the undersigned Wm R A Milner duly appointed & acting for said County aforesaid W A Tallant and H M Norris the within named bargainers well known to me and they acknowledged that they executed the within instrument for the purposes therein contained. Witness my hand & seal this the 23rd day of February 1889.

Wm R A Milner, J. P.

Filed for record March 22, 1889 and recorded.
W M Cobb Judge of Probate.