Cahaba Coal & Mining Company To Briarfield Bloxton & Birmingham Railway Company

Know all men by these presents that the Cahaba Coal Mining Company, body corporate under the laws of the State of Alabama acting by J. H. Aldrich its President who is hereunto duly authorized, for and in consideration of one dollar to it in hand paid by the Briarfield Bloxton and Birmingham Railway Company, a body corporate under the laws of the same state and in further consideration that said Company shall within eighteen months from the date hereof construct a Railroad on the right of way herein granted has granted bargained and sold and by these presents does grant bargain sell and convey unto the said Briarfield Bloxton & Birmingham Railway Company - The right of way fifty feet wide on each side of the center line of the railroad as now surveyed on over and across the following described lands To wit: The North East 1/4 of North West 1/4 of Section 5 Township 24 Range 10 East. The East 1/2 of Section 5 Township 24 Range 10 East. Fractional B Section 30 Township 22 Range 5 West The West 1/2 of Section 19 " 22 " 5 " and through said Section 19 To the crossing of the track of the Railroad of the Company running To Number Three Mines, the Terminal and other rights at Bloxton To be hereafter agreed upon and conveyed

Anti-Paramount

The grantor herein hereby expressly reserves To itself its successors and assigns all the Coal and other mineral lying in or under said right of way with the right To mine take out and remove the same but in such manner as not To impair in any way the stability of said railroad or interfere with the operation thereof; also the right To erect over said road tram ways and chutes, and occupy so much of said right of way as may necessary therefor or for other mining purposes but in such manner as not To interfere with the operation of said road; also the right To cross said road and right of way at grade or over head as may be most convenient with tram ways and other roads and ways but in such manner as not To interfere with or interrupt the operation of said Railroad —

It is mutually understood and agreed by and between the parties to these presents that unless said Railroad is constructed and put in operation within eighteen months from the date hereof these presents and every thing herein contained shall become void and of no effect in law. To have and to hold the same unto the said Grantee its successors and assigns forever. In witness whereof the said Cahaba Coal Mining Co has caused these presents to be signed in its name and on its behalf by J. H. Aldrich its President attested by its corporate seal and the signature of its Secretary this the 2nd day of August A.D. 1889.

Seal

Attest
Hodge Jr
Secretary

Cahaba Coal Mining Co
by J. H. Aldrich President

Filed for record August 3rd 1889 & recorded.
R W Cobb Judge of Probate.