Ala Min or L & N R.R. Co and E D Hall & J H Newton, agreement or Lease,

State of Alabama } 1655-1
County of Shelby } Gen Mgrs File No 90,677.

Whereas, E D Hall and J H Newton of the town of Columbiana of said County and State are desirous of erecting upon the right of way or lands belonging to the Alabama Mineral Rail Road Company at or near Columbiana Station between Mile posts am 442.8 and am 443.8 in the County of Shelby and State of Alabama the following described buildings or improvements; a Cotton Seed House 15'x30' containing two rooms And Whereas, such use of the right of way or lands of said Railroad Company is solely at the instance of said E D Hall and J H Newton and for their accommodation, and without charge on the part of said Railroad Company;

And Whereas, said Railroad Company would not give its permission or consent to the erection or use aforesaid on its said right of way or lands, except upon the express conditions; 1, That in consideration of the premises, said Rail Road Company its Officers and Agents, or other Companies operating its railroad, be released and held harmless from, and indemnified against, all claims or demands of said E D Hall and J H Newton or other on account of any injury or loss whatsoever to said Cotton seed House or its contents by reason of fire from locomotives or from any other cause whatsoever. 2. That the said buildings or improvements shall be erected and built under the direction of an engineer or Superintendent of said Railroad Company, and at least three feet distant from the side track of the railroad of said Railroad Company, and shall be built in a substantial manner and have a neat appearance, and be kept painted the same color as the said Rail road Company's buildings in its Vicinity. And said buildings or improvements must in no way interfere with said Railroad Company's business transacted at that Station or elsewhere,

3- That no intoxicating liquor shall be sold in or at said Cotton Seed House by said E D Hall and J H Newton or any other person.

4. That whenever demanded by said Railroad Company upon giving thirty days notice in writing, the said buildings or improvements shall be removed, and the right of way or lands vacated and left in the same condition as when taken possession of by E D Hall and J H Newton.

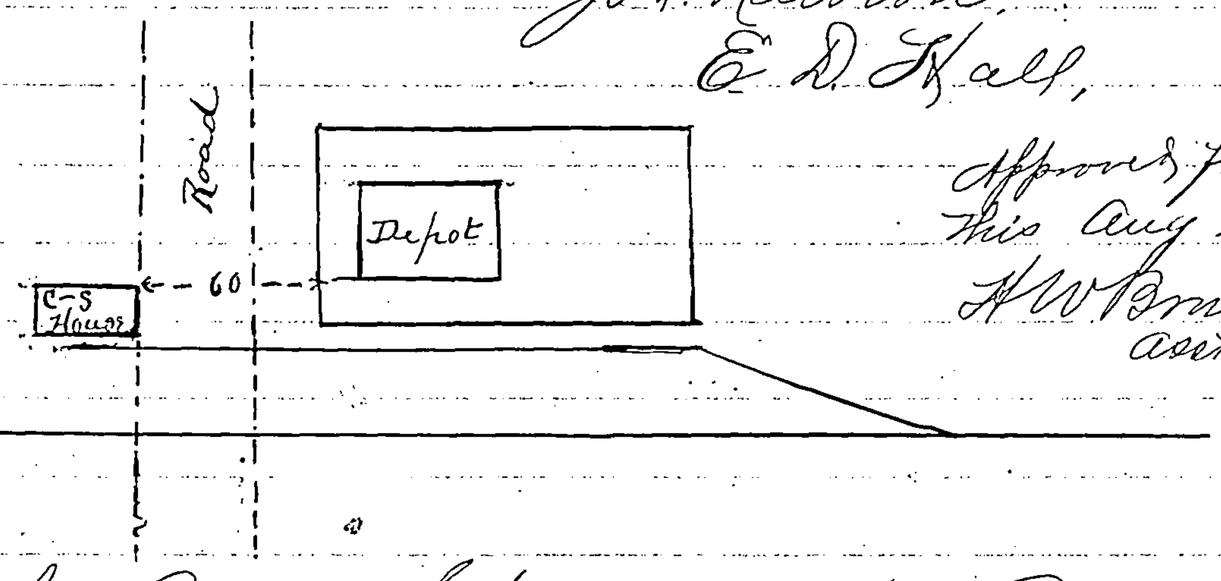
Now Therefore, said E D Hall and J H Newton hereby covenant and bind themselves to comply with all the conditions above stated, and agree to evict, use and remove the buildings, or cease the use contracted for as hereinbefore provided; and in consideration of such covenant and agreement, said Railroad Company

hereby gives permission to said E. D. Hall and J. H. Newton to erect the aforesaid buildings or improvements.
Dated August 13th 1894

Louisville & Nashville Railroad Co.,
By H. Metcalfe,
General Manager.

J. H. Newton.
E. D. Hall,

Examined & approved
Aug 23rd 1894
C. O. Bradford
Real Estate Agent



Approved for Execution
This Aug 23 - 1894
H W Brice
Asst chief attorney

Filed in Office for Record Sept 7 - 1894 & Recorded
John S. Leiper
Judge of Probate