Southern Railway Co. to Ga. Cotton oil Co.

This instrument witnesseth, that for and in consideration of the sum of One Dollar to it in hand paid, receipt of which is hereby confessed and acknowledged, the Southern Railway Company has leased unto the Georgia Cotton Oil Company, a corporation &c., those two lots or parcels of land, one inside, and the other outside, of the house track, and both lying north of and adjacent to the Railways Company's depot building at Columbiana, County of Alabama; that situated between the house-track and passing side track to be occupied by a ware house (18 feet by 30 feet); and that outside of the house track to be occupied by a pair of wagon scales; the warehouse lot or parcel of land lying 756 feet south of the point of the north switch at said station, and the wagon scales lot 656 feet south thereof, and the point of said switch being 884 feet south of Mile post 403, Southern Railway (formerly Alabama Division, East Tenn., Va. & Ga. Ry.): All as shown in and by said map or drawing which is hereby made a part of this contract and is to be referred to accordingly, fully and in all respects.

Said letting is understood by the party accepting this lease to be a tenancy at will, and for the sole purpose of erecting thereon a warehouse for the storage of cotton seed, and a pair of wagon scales for use in connection with its business at said point, and is to be used for no other purpose whatever. All taxes and assessments, or other like charges, imposed by law and accruing on or assessed against the premises leased hereunder, and the improvements placed thereupon, during the existence and operation of this lease, or any occupancy thereunder, are to be a charge or charges against said lessee and shall be paid off and discharged by the lessee, when due and payable, or if paid by the lessor, in the first instance, such payment is and shall be made for and on account of said lessee and the lessee shall repay and reimburse the lessor the amount of such payment on demand.

It is further understood and agreed that the party accepting this lease shall have no power to, and will not, sub-let said parcels of land without the consent of said Railway Company endorsed hereon in writing, to be evidenced by the signature of the Third Vice President of said Railway Company; any other sub-letting or attempted sub-letting to be void and of no effect.

It is further understood by and between the Railway Company and the party accepting this lease, that all buildings or structures that may be erected thereon by such party are to be and remain the property of the party building and constructing the same (except as hereinafter provided), with the privilege of removing the same at the termination of this lease.

It is further stipulated that this lease may be terminated at any time, by either party, upon 60 days written notice to the other party hereto, but is to continue in full force, upon the terms herein agreed upon, until such written notice of termination is given.

It is further agreed that, if the buildings, warehouses or other structures to be erected upon said land are not removed pursuant to agreement and within the time herein provided for termination (after notice is given), they are to become and remain the property of the said Railway Company.

It is also expressly understood and agreed that, for and in consideration of the privilege hereby granted, the party accepting this lease agrees to make and receive all shipments over the lines of the Southern Railway Company, and do and transact all business of railroad transportation with said Railway Company, where the same can thus be done, and so long as said Railway Company affords rates that are not in excess of the open, public and published rates of competing carriers for the like services performed under similar circumstances and conditions.

It is also expressly understood and agreed that, for and in consideration of the privilege herein granted, the said Railway Company shall not be in any way responsible for damages to said buildings or their contents, or any part thereof, or anything in and upon said premises whether belonging to the party accepting this lease, or to third parties, by fire resulting from the operation and use of its trains, engines or cars, or any other casualty or accident occurring, happening or resulting therefrom, near said buildings or premises, or by fire originating within the limits of the Railway right of way or premises, and against any and all damages, so originating and resulting, and for any other damages and costs, a consequence or result, directly or indirectly, of

any violation or failure under the terms of this instrument, by said lessee as well as for all payments made hereunder on account of said lease, as aforesaid, said Georgia Cotton Oil Co. hereby agrees, and binds itself, its assigns and representatives, to protect and fully indemnify said Southern Railway Company, its successors and assigns.

In Witness whereof, the parties hereto have signed, executed and delivered this instrument, in duplicate, on the day and year first above written.

Southern Railway Company
By W H Baldwin Jr.
Third Vice President.

Georgia Cotton Oil Company
By M Frank V.P.

United States of America, }
District of Columbia, } SS--
City of Washington, }

I, Chas P. Lee, a Notary Public in and for said District, hereby certify that W.H. Baldwin Jr., the Third Vice President of the Southern Railway Company (a corporation of the State of Virginia) one of the within named bargainors, with whom I am personally acquainted, and who is known to me to be the Third Vice President of said Railway Company, and who acknowledged before me on this day that the seal affixed to the within instrument is the corporate seal of said Railway Company, and that being informed of the contents of said instrument, he, as Third Vice President of said Company, and by virtue of the authority vested in him by its Board of Directors, voluntarily signed, executed and delivered the within instrument on behalf of said Southern Railway Company, on the day the same bears date, and affixed the corporate seal of said Railway Company thereto, as the act and deed of said Railway Company, and for the purposes therein contained.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at office, this 24 day of January 1895.

Chas. P. Lee
Notary Public

State of Georgia }
Fulton County. } Personally appeared before me George M Brown, a Notary Public in and for said County, M. Frank, the Vice President of the Georgia Cotton Oil Company, with whom I am personally

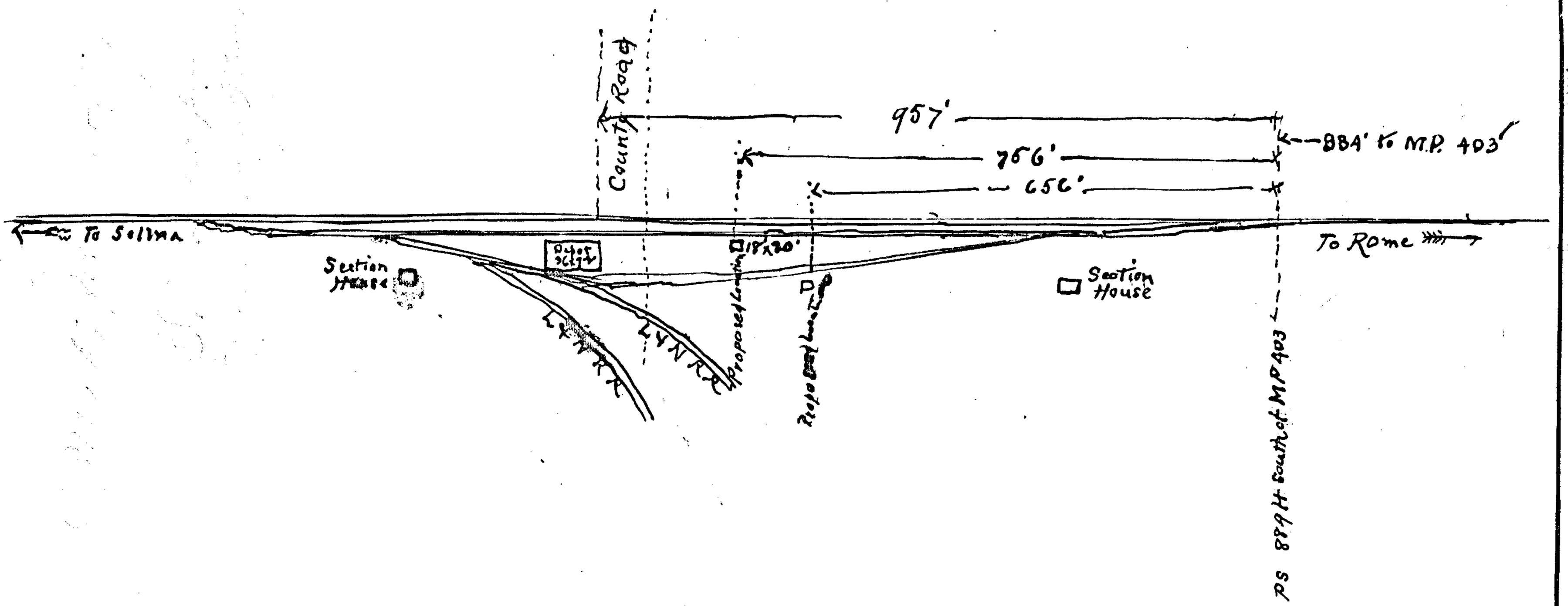
COLUMBIANA, ALA

Proposed location of Seed House for

GA. COTTON OIL Co.

Scale 1" = 200'

Nov 5th 1894



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acquainted, and who is known to me to be the Vice President of said Georgia Cotton Oil Company, and who acknowledged before me on this date, that being informed of the contents of said instrument, he voluntarily signed and executed the same on the day the same bears date, for and in behalf of said Georgia Cotton Oil Company, and as the act and deed of said Company, and for the purposes therein expressed.

In testimony whereof I have hereunto set my hand and affixed my official seal at office this 17 day of June 1890.

N. P. Seal

George M Brown,
Notary Public Fulton County Ga.

Filed, with Attached Map, for record June 19th, 1890 recorded

Jno. S. Leeper
Judge of Probate