Agreement + Contract between Birmingham Mineral R.R. Co. and Echols Coal Co.

State of Alabama. } This agreement, made and entered
Shelby County. } into, this the 22nd day of June 1895,
by and between the Birmingham Mineral Railroad Company of the first part and Echols Coal Co. of the County of Shelby, State of Alabama, of the second part,

Witnesses, That, the Birmingham Mineral Railroad Company agrees and binds itself to furnish the necessary rails and splices for a side track not exceeding Two Hundred and fifty (250) feet in length, together with the necessary spikes, and bolts, frog and switch rigging for its construction; said side track to be located in Shelby County, State of Alabama, diverging from the main track of the Helena & Boston Branch of the said Birmingham Mineral Railroad, between Mile Posts L. 414 and L. 415, and running in a Northeasterly direction, as shown on plat hereto, attached and made a part of this contract.

The second parties agree to do the necessary grading, furnish the switch and cross-ties, pay for the spikes and actual cost of labor of laying said track, and also pay 8 o/o annual interest, payable semi-annually in advance, from the date of completion of the siding, on the value of the rails, splices, frog, and switch fixtures used in the construction of said siding.

The value of the material for the purpose of this contract is fixed as follows:

Rails	$24.00 per Ton
Spikes	4.00 " Keg
Splices	45¢ " joint
Frog	22.00
Split switch complete	45.00

The said rails, splices, frog, switch fixtures and other track material are the sole and exclusive property of the said Railroad Company, together with the entire control of the same, and the said Railroad Company hereby reserves the right and is fully authorized whenever and at anytime it should see proper or deem it necessary, for any reason whatever, and without let or hindrance from the said second parties, to take up and remove the rails, spikes, splices, bolts, frog, and switch fixtures from said side track.

In consideration of the construction of the track as shown upon attached plat, the parties of the second part hereby grant unto the party of the first part, a right-of-way seven and one half feet (7½') in width, or so much more as may be necessary, on each side of the centre line of the track over or upon the lands held by the said second parties by lease running six years from the 10th day of May, 1895,

And it is distinctly understood that the expense of maintaining said side track in good condition shall be based upon the same terms as heretofore mentioned in this contract, that is, the first party will furnish necessary rails, splices, frog, switch fixtures and spikes and the said second parties will furnish switch and cross ties and pay for the spikes and necessary labor.
The parties of the second part also agree to take care of and keep in order, fill, trim, light and extinguish the lamp of the switch of said side track in accordance with said Railroad Company rules and regulations

Birmingham Mineral Railroad
By H. Metcalfe
General Manager

Echols Coal Company
for J. E. Ruffin
President.

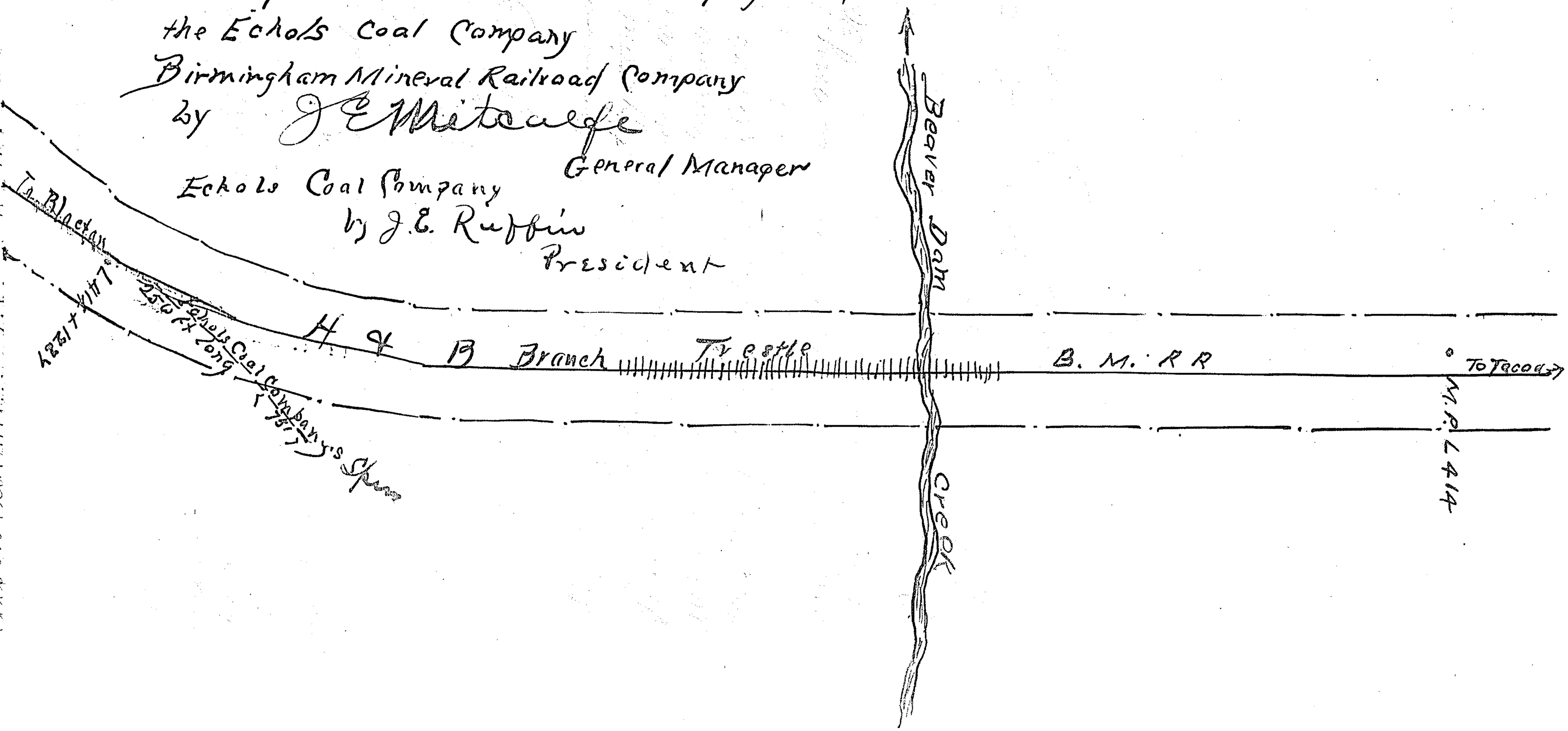
State of Alabama, } I, H. W. Bowers a Justice of Peace
Shelby County. } hereby certify that J. E. Ruffin Pres Echols Coal Co whose name is signed to the forgoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date. Given under my hand, this the 26 day of June 1895.

H. W. Bowers
Justice of the Peace

Filed (with attached plat) for record July 29th 1895 & recorded.

Geo. S. Lamar
Judge of Probate

Identified as Plat referred to in Contract dated the 22 day of June 1895 between the Birmingham Mineral Railroad Company and the Echols Coal Company

Birmingham Mineral Railroad Company
by J E Whitacre
General Manager

Echols Coal Company
by J. E. Ruffin
President