L & N RR Co and Saginaw Lumber Co.

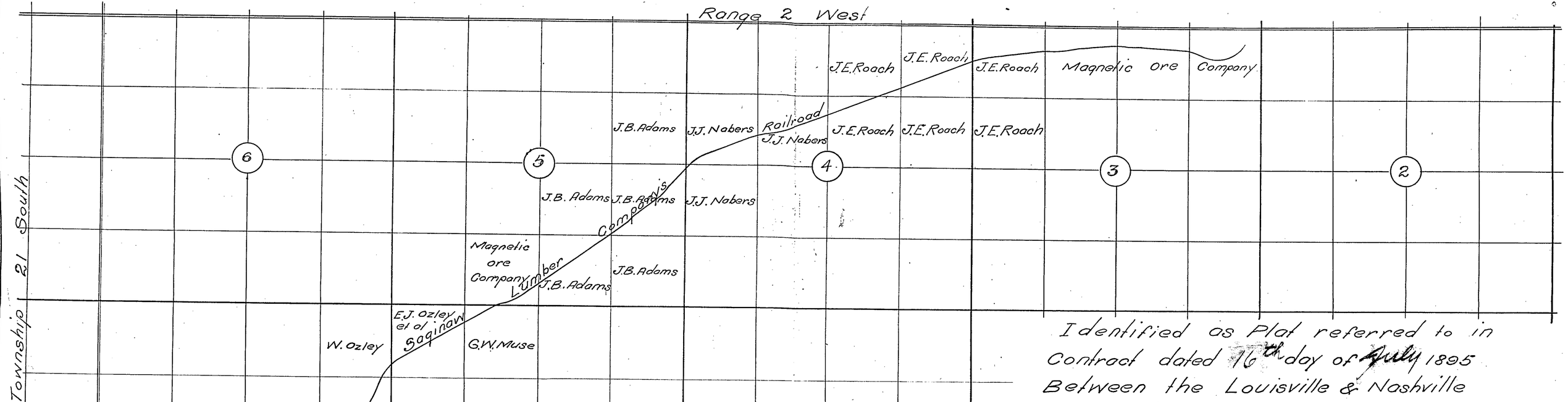
Contract.

State of Alabama, } This Agreement this day entered
Shelby County. } into by and between the Louisville & Nashville Railroad Company, a body corporate under the laws of the state of Kentucky and the Saginaw Lumber Company, a body corporate under the laws of the State of Alabama,

Witnesseth: That the said Louisville & Nashville Railroad Company hereby leases to the said Saginaw Lumber Company sufficient second hand or partly worn steel rails, which were originally of the weight of 58¼ pounds to the yard with the necessary fastenings, to lay not exceeding Five (5) miles of track, commencing at a point on the South & North Alabama Railroad, Twenty-eight hundred and fifteen (2815) feet South of Mile Post 418 of said South & North Alabama Railroad, and diverging from the said South & North Alabama Railroad, as shown on plat attached hereto, said plat being made a part hereof, and running in a North-easterly direction over and across Sections 7, 8, 5, 4 and 3 in Township Twenty-one (21) South, Range Two (2) West, in Shelby County, Alabama,

The said lease to run for a period of Ten (10) years from the date hereof. And it is distinctly understood and agreed that as soon as said rails are laid, measurements are to be taken, and the Saginaw Lumber Company is to pay as rental thereon to the said Louisville & Nashville Railroad Company, six per cent (6 %) per annum on the value of said rails and fastenings, payments to be made semi-annually, and the value of the said rails and fastenings to be calculated at Twenty dollars ($20.00) per ton for the rails and One cent per pound for the fastenings; the semi-annual payments to be made on the first day of January and the first day of July in each year during the continuance of this lease.

It is distinctly understood and agreed that the Saginaw Lumber Company is to execute a deed conveying to the Louisville & Nashville Railroad Company the entire right of way upon which the rails and fastenings herein mentioned are to be placed; but when this lease expires, or shall be terminated in any way, then the Louisville & Nashville Railroad Company is to re-convey to the said Saginaw Lumber Company the said right of way so conveyed, and shall relinquish all title or claim of ownership therein, except as to said rails and fastenings. It is Further Understood and Agreed, that this lease may be terminated by the said



Identified as Plat referred to in Contract dated 16th day of July 1895 Between the Louisville & Nashville Railroad Company and the Saginaw Lumber Company

Louisville & Nashville Railroad Company
by signed J. S. Mitcalfe
General Manager

Saginaw Lumber Company
by signed H. F. DeBardeleben
President

Copy

Louisville & Nashville Railroad Company when, in its opinion, the traffic derived from the operation of the said Saginaw Lumber Company shall not be sufficient to justify the continuance of said lease; or, if the semi-annual interest herein provided for to be paid as rent shall not be promptly paid as herein provided, then at its election the said Louisville & Nashville Railroad Company may terminate said lease by giving Thirty (30) days notice thereof to the said Saginaw Lumber Company.

It is distinctly understood and agreed that upon the termination of this lease the said Saginaw Lumber Company shall return the rails and fastenings herein leased to the said Louisville & Nashville Railroad Company in like good order and condition as when received, natural wear and tear excepted.

It is distinctly understood and agreed that the said Louisville & Nashville Railroad Company shall have the right of access to any portion of these rails and fastenings, and the right of ingress and egress over and across the lands of the Saginaw Lumber Company for its employes and agents for the purpose of taking up and removing the said rails, and fastenings, upon the termination of this lease. In Witness Whereof, the Louisville & Nashville Railroad Company has caused these presents to be signed by its General Manager and the Saginaw Lumber Company has caused these presents to be signed by its President of this the 16th day of July Eighteen Hundred and Ninety Five

Executed in Duplicate.

The Louisville & Nashville Railroad Company
by J. T. Mitcalfe
General Manager.

The Saginaw Lumber Company
by H. F. DeBardeleben, Pres't.

State of Alabama } I, W. G. Robinson a Notary Public in and for
Jefferson County } said County, do hereby certify that H. F. DeBardeleben whose name is signed to the foregoing instrument as President of the Saginaw Lumber Company, and who is known to me, and known to me to be such President, acknowledged to me on this date, that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date, as, and for the act and deed, of said Saginaw Lumber Company. Given under my hand, this the 25th day of July.

W. G. Robinson
Notary Public
Jefferson County Ala.

W. G. Robinson L. S.
Notary Public

Filed (with attached plat) Aug 17th 1895 & recorded.

Jno. S. Leeper
Judge of Probate