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State of Alabama)
Jefferson County) It is hereby agreed between Annie E.Vandergrift,party of the first
part,and Coleman & Perry,Civil and Mining Engineers, (A partnership)composed of
W.R.Coleman and J.L.Perry, party of the second part,both residents of Birmingham,
Jefferson County,Alabama,as follows: The party of the first part is to hire and em-
ploy the party of the second part as civil and mining Engineers for a period of five
years,commencing on the 1st,day of August,1905,and to continue until the 31st.,day
of July,1910.,inclusive. The parties of the second part are to do all the
civil and mining engineering of whatever kind is necessary to mine all or any part
of the coal lying or being under the land,to-wit:
Bunn Land.
N.W.1/4 of N.E.1/4 section.12,Tp.21 S.R 5 W,40 acres,Bibb Co.
Paarl LAND.
S1/2 of N.E.1/4 of S.E.1/4,sec.8,Tp, 21 S,R 4 W, Shelby County,160 acres.
Kimbrill Land.
N 1/2 of N.W.1/4,sec.24,Tp.21,R.5 W.80 acres.
Bunn LAND.

W1/2 of S.W 1/4, sec.17, Tp.21, R 4 W.80 acres, Shelby County. S1/2 of N.W.1/4, sec.21, Tp 21, R 3 W.80 acres, Shelby County.

Lindsey Land.

S1/2 of S.E.1/4, of ~~the~~ the N.W.1/4 and the N.W.1/4 of S.W.1/4 ~~sec. 3~~ sec. 3. And W1/2 of N.W.1/4 and S.E.1/4 of N.W.1/4, and N.1/2 of S.W.1/4, sec.10. Tp, 21, R.4W., Shelby County. W.1/2 of S.E.1/4 and S.E.1/4 of S.W.1/4, sec.35, Tp.20, R 4 W, Shelby County, and S.W.1/4 of S.W.1/4, section 35, and S1/2 of S.E.1/4, sec.34, and N.W.1/4 of S.E.1/4, sec.24. Tp.20, R-4 W., Shelby County. and N.E.1/4, sec.3, and N.W.1/4 of N.W.1/4, sec.2, Tp.21, R 4 W., 980 acres, Shelby County.

Tyler Land.

N.E.1/4, sec.35, and S.1/2 of S.E.1/4, sec.26, S.1/2 of S.W.1/4 of sec.25, N.1/2 of N.W.1/4, sec.36, S.E.1/4 of N.W.1/4, sec.36, S.W.1/4 of N.E.1/4, sec.36, Tp.20, R 4 W, ~~Shelby County~~ and Jefferson County's, 480 acres. Lawley Land. S.1/2 of N.W1/4, sec.21, Tp.21, R.3 W, Shelby County, 80 acres.

Hormon Land.

W.1/2 of S.E.1/4 of sec.9, tp.21, R 4 W, Shelby County. 160 acres.

~~Shelby~~ Throscher Land.

W.1/2 of S.W.1/4, sec.31, tp.31, R 4 W, Shelby County. E.1/2 of N.E.1/4, sec.36, Tp.21, R 5 W, Shelby County. N.E.1/4 of S.E.1/4, sec.36. Tp 21, R.5 W, Shelby County. 200 ~~acres~~ ^{acres}. The land will be leased bt the mutual agreement of the party of the ~~first~~ ^{second} part, the royalty to be charged per ton to be fixed by the mutual agreement of the party of the first part and the party of the second part have nentioned-. The party of the first part hereby appoints the parties of the second part ~~her~~ ^{her} lawful agents to collect all money due as royalty on the coal mined from said property, and she hereby appoints them her attorneys in fact, to sign her name or to do whatever is necessary to collect said money, which may due and become due at any ~~time~~ ^{time}., and as soon after collected as possible, or within thirty days to turn the m, money over to her less thier commission, which is to be one cent and one-fourth (1-1/4 cent) per ton on each and every ton mined from said property from the 1st. day of August, 1905 to the 31st., day of July, 1910, inclusive. The party of the first part agrees and covenants with the parties of the second part that she will not ~~make~~ ^{make} any contrac that will in any way interfere, or transgress the rights which are a allowed the parties of the second part under this eagreement. She futher appoints for her agents for the purpose of preventing any injury or damages to said property, by w9m ever committed, and if they think it wise and prudent, to have the trespasser arrested and sued for damages inflicted. The party of the first part agrees to pay the parties of the second as compensation, one cent and one-fourth (1-1/4) per tn ton, for each and every ton of coal mined from said property for a term of five years beginning on the 1st day of August 1905, and ending on the 31st day of July, ~~1910~~ ¹⁹¹⁰, inclusive. The party of the first part futher agrees and covenants with the parties of the second part ~~that~~ ^{that} that the party of the second part will have the irreveable right to extend this contract for a term of five years. The parties of of the second part agrees and covenants with the party of the first part that they will do all the civil and mining engineering that is necessary to mine coal on said property, and they futher agree that they will run a check survey at least once every six months, and as many times more as is deemed necessary. They futher agree to make all necessary maps for record and to compute the number of tons of coal mined from said property. They agree to perform the above mentioned covenants for a term of five years, beginning 1st day of August 1905, and ending on the 31st day of July 1910, inclusive. They are to perform said duties and carry uout said covenants for one cent and one-fourth (1-1/4 cent) per ton for each and every ton of coal mined from said property from the 1st day of August 1905 to the 31st day of July 1910. The party of the first part futher agrees that she will not hold the parties of the second part liable or responsible for any damages to said property. Not growing out of their negligence. If at any time the ser- vices of the parties of the second part become unsatisfactory the question will be left to three disinterested civil engineers, who will have the power to declare this contract null and void, one of said engineers to be chosen by the party of the first party and one to be chosen by the party of the second part, and then the two chosen shall choose the third member of said boasd. The party of the first part and the partiys of the second part agree wherever the word "ton"

Given under my hand and seals, this the 31st day of July 1905.

Annie E. Vandergrift.

Coleman and Parry

per. J.L. ~~Wolfe~~ Parry.

W. R. Coleman.

The party of the second part agree if they do not make a lease within twelve months from ~~the~~ date of this contract, then this contract is null and void.

Coleman & Parry.

W.R.Coleman.

Annie E. Vandergrift.

Filed for record March 9th 1906 and recorded.

A. P. Longshore,

Probate Judge.

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