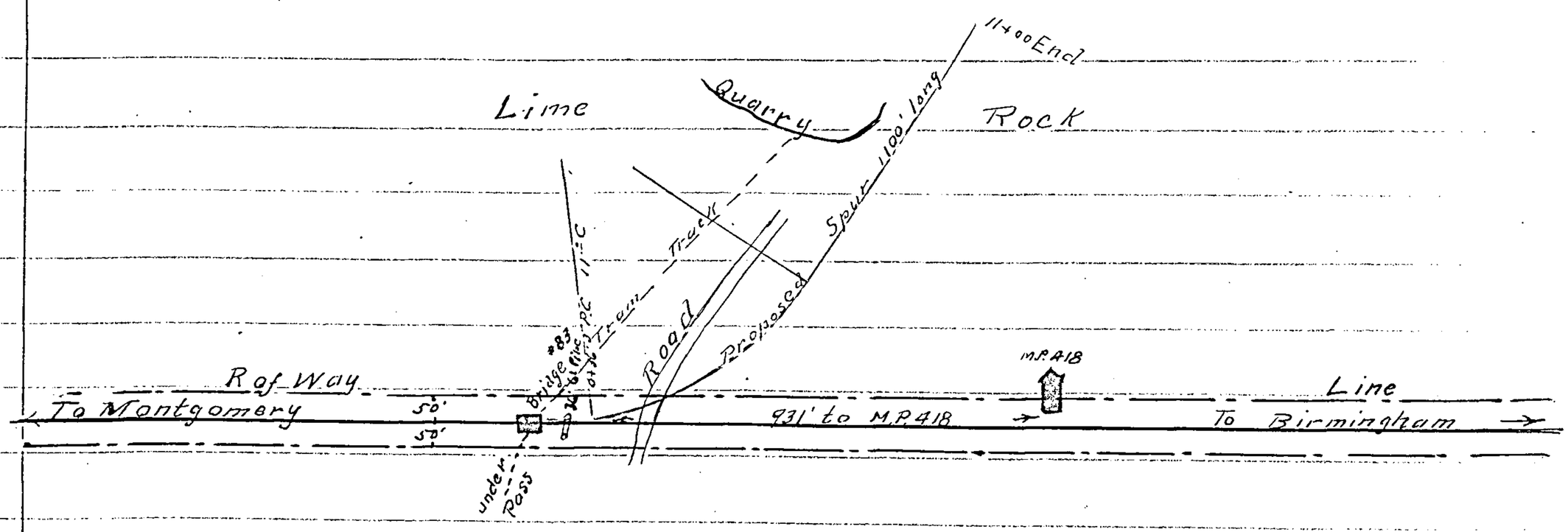
This agreement, made and entered into this the 24th day of November 1908 by and between the South and North Alabama Rail road Company, first party, and Bowdon Lime Works, R. E. Bowdon Proprietor, of Keystone, County of Shelby and State of Alabama second party, Witnesses, That the South and North Alabama Railroad Company agrees and binds itself to furnish the necessary rails, spikes, splices and bolts, frog and switch-rigging complete for the construction of a spur track not exceeding 1100 feet in length; said spur track to be located at or near Silurio in the county of Shelby State of Alabama diverging from the main line track of the S and N.A. Division of the said Rail road Company on the west side thereof 931' feet South of mile post No. 418 from Louisville and running in north westerly direction, in accordance with the following sketch -



The second party agrees to do the necessary grading, furnish switch-ties and cross-ties, and pay actual cost of labor of laying said track and the cost of all other material except rails and splices on completion of the work; and the second party also agrees to pay as rent 8 per cent. per annum, payable semi-annually in advance from the date of completion of the track, on the value of the rails and splices used in the construction of said track. The second party also grants and conveys to the first party a right of way 15' feet in width on each side of the center line of said track for so much of said track as is located on the land of said second party; but the right of way so granted shall revert to the second party when said track is removed by the first party -

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

	Dollars	cents
Rails per Ton	29	00
Splices per joint 80# 76# 70#		52
Bolts, per keg	5	23
Nut Locks, per box	6	33
Spikes, per keg	4	24
Rail Braces, each		
Tie Plates each, intermediate 12# joint		14
Switch Points, Bridle Rods, and Special Splices, per set	34	87
Switch Stands, including Connecting Rod and Lock, each	17	15
Switch Lamps, each	4	57
Switch Point Guards, each	1	43
Frog, each	45	59
Guard Rails, each with foot Guards	9	63
Guard Rail Fastenings, per set	8	80
Compromise Splices, per joint	4	90
Switch Ties per set	60	00
Cross Ties		40

The said rails and splices and any renewals thereof said spur track are and shall remain personal property of the said first party, together with the entire control of same; and the said first party hereby reserves the right, and is fully authorized whenever and at any time it shall desire or deem it necessary, for any reason whatever, and without let or hindrance from the said second party to take up and remove the rails and splices from said track and to take up and remove all other track material from so much of said track as is located on said first party's land or original right of way.

The said track shall be maintained and kept in good condition at the expense of said second party; and if at any time the said first party shall deem it necessary to make any repairs to, or renewals of, said track the said second party agrees to pay actual cost of materials used and labor expended for such repairs or renewals, according to accounts kept of same by the said first party. The second party also agrees to take care of and keep in order, fill, trim, light and extinguish the lamp of the switch of said track, in accordance with the first party's rules and regulations.

And the said second party for itself successors and assigns hereby further covenants and agrees with the first party that it and they will hold said first

party harmless against the claims of property owners who may claim damages for, or on account of the construction or operation of the said track. And the said second party also agrees to place no overhead structure lower than 22 feet above the top of rail of said track, and to place no structure closer than seven feet from the center of the track, and to keep the track free from obstructions; and agrees to hold the first party harmless from the claims and demands of any and all persons on account of any damages or injuries caused directly or indirectly by the existence, location or condition of any structures or obstructions of any kind on the premises of the second party, or by any obstructions on said track.

It is further stipulated and agreed that the second party its successors and assigns shall, and do hereby release the first party from all claims for loss or damage to any buildings, or the contents thereof, or property of any kind which may now or hereafter be put or piled upon the premises of the second party, resulting from fires which may be caused by sparks from engines while being operated on said track.

It is further expressly stipulated and agreed that the second party shall not have the right to assign or transfer this contract without the written consent of the first party.

South and North Alabama Railroad Company,
By B. M. Starks, General Manager
Bowdon Lime Works,
By R. E. Bowdon, Proprietor.

The State of Alabama, Shelby County. } I, R. L. Hill N. P. in and for said County in said State, hereby certify that R. E. Bowdon, whose name as Proprietor of the Bowdon Lime Works, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he, as such Proprietor, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 24 day of November AD 1908.

R. L. Hill Notary Public (Seal)

State of Kentucky } I George F. Zuhrod, a Notary Public
Jefferson County } in and for said County in said State, hereby certify that B. M. Starks, whose name as General Manager of the South and North Alabama Railroad Company, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand and seal of office this 21st day of December, A. D. 1908 –

(Notary Seal Public)

George E. Zuhrod Notary Public
Jefferson County, Kentucky –

Examined and approved Dec 21st 1908 – C. O. Bradford, Real Estate agent.

Approved for recording this Dec – 31st 1908 –
Albert S. Brunden, General Solicitor,

Filed and recorded January 14th 1909 –
A. P. Longshore, Judge of Probate.