State of Alabama } This Agreement, made on this day
County of Shelby } of 190 between
J. W. Jones, of the County of Shelby State of Alabama, of the first part, hereinafter called the tenant and H. M. Atkinson and S. L. Parrott Receivers of the Atlanta, Birmingham & Atlantic Railroad Company, of the second part, hereinafter called the Company: Witnesseth: That whereas said tenant desires, with the permission of the Company, to occupy for pasture a portion of the right-of-way or land of the Company in Shelby County, Ala., described as follows:- beginning at a point 680 ft west of Company's M.P. 401 and 20 ft. north, measured at right angles to the center line of Company's main track, thence continuing north at right angles to said center line of Company's main track a distance of 20 ft. to a point; thence in a westerly direction parallel to and 60 ft. from company's line of company's main track a distance of 900 feet to a point; thence toward and at right angles to center line of company's main track a distance of 20 ft. to a point; thence in an easterly direction parallel to and 20 ft. from the center line of Company's main track a distance of 900 ft. to point of beginning. All of the above being and lying in Shelby County, Ala., and more fully shown on map file L 240 which is hereto attached and made a part of this agreement the location of which is more fully shown by the annexed plat, which is made a part of this paper; and Whereas, The tenants is not desirous of affecting in any manner the right of the Company to the full and undisturbed possession of the premises, nor the interfering in any way with any of the rights of the company relative thereto; and Whereas, The Company has consented to license, for the time being, the tenant to occupy the premises as aforesaid; Now Therefore, in consideration of the premise and license aforesaid, the tenant hereby covenants and agrees with the Company, its successors and assigns, as follows: First: That the tenant will save and hold harmless the Company, its successors and assigns, from all damage, injury or liability that may arise from the destruction or injury of any building, improvements, or personal property of any description, including contents of such

building or belongings to licensee or other parties, by fire or from any other cause whatever, whether the same should be attributable to the negligence of the employees of said Company or not, where such damage, injury or liability is caused or increased by reason of the use of the premises hereunder, and that the tenant will save and hold harmless the Company from any and all damages to persons or property which may be caused by any defect in any building or structure which may be occupied or erected by the tenant.

Second: That the tenant will save and hold harmless the Company, its successors and assigns, from all damages to person that may partly or wholly arise from or be traceable to the occupancy of said premises by the tenant or any other person, whether such damage be caused by the negligence of the Company's employees, or from any cause whatever.

Third: That the tenant does not now, nor will he set up title to said property against the Company, its successors or assigns, but will hold the same only as tenants at will, subject to the notice hereinafter specified.

Fourth: That the Tenant covenants and agrees, in consideration of the permission and licence aforesaid, to surrender the said premises to the Company, its successors or assigns, and remove all obstructions, buildings or improvements therefrom upon receiving (30) thirty days, notice from the Company, its successors or assigns. Said notice may be given to any person in possession of the premises, or at the option of the Company, to the tenant by mail, postage prepaid and addressed to the place of residence of the tenant herein state.

Fifth: That in case of failure to deliver said possession and remove said obstructions, the Company, its successors or assigns, shall have the right, upon the expiration of the period above named, or at any time hereafter, to enter upon and take possession of the premises; and all buildings, improvements, structures and personal property then remaining thereon shall be, and become, the absolute property of the Company, without any accountability to the tenant

or any other person. Sixth: The tenant will pay the expense of recording this instrument and any future agreements with reference to the premises.
Seventh: The word "tenant", when used herein, shall include the party of the first part, his heirs, executors, administrators, any person who may enter upon said above described premises as his or their successors, or licensee or assignee; transfer or assignment of this agreement by the tenant, cannot be made by the tenant without the written consent of the Railway Company.
Eighth: That will paint the said warehouse with paint of the standard color of the Railway Company, and will keep the same so painted and in good repair at all times during the life of this agreement; and moreover, will prevent the posting of circus or other advertising bills or signs upon the said warehouse, except the usual business signs of the licensee.

(Seal) Signed, Sealed and Delivered for The Company, in the presence of:
B. A. Wright
N.P.J.C. Ga.

H. M. Atkinson & S. T. Parrott
Receivers for
Atlanta, Birmingham and Atlantic Railroad Company (L.S.)

Signed, Sealed and Delivered by The tenant, in the presence of
J. B. Davis
J. W. Powers

Alex Bonnyman
General Manager

J. W. his X mark Jones (L.S.)

State of Alabama
Shelby County } I, J. B. Davis, a justice of the peace, in and for said State and County, hereby certify that J. W. Jones whose name is signed to the foregoing agreement, acknowledged before me on this day that being informed of the contents of said agreement he executed the same voluntarily on the day the same bears date.
Given under my hand this the 30th day of Apr. 1910.
J. B. Davis J.P.

For Map referred to see Page 87.

Filed and recorded May 16th 1910
A. P. Longshore, Judge of Probate.