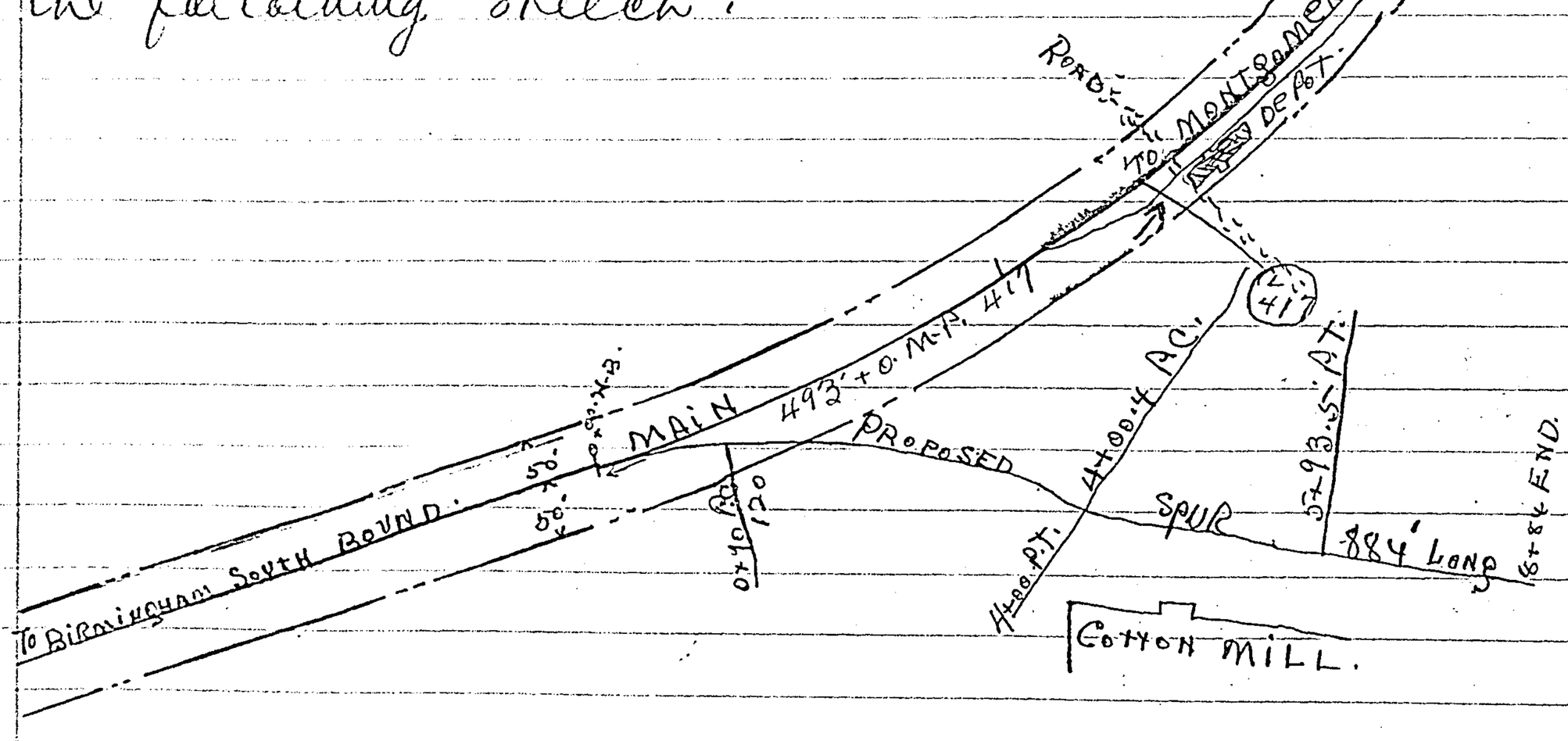
This agreement, made and entered into this the 1st day of May 1911 by and between the South & North Alabama Railroad Company, first party, and Buck Creek Cotton Mills, Siluria, County of Shelby and State of Alabama second party,

Witnesseth, That the South & 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 884 feet in length; said spur track to be located at or near Siluria in the County of Shelby, State of Alabama, diverging from the main track track of the S. & N. A. Railroad Company on the West side thereof 493 feet North of mile-post No. 417 from Louisville and running in Southwesterly direction, in accordance with the following sketch:



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 said rails and splices and any removals thereof 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 or to substitute heavier rails, frog and switches the said second party agrees to pay actual cost of materials used, and labor expended for such repairs or renewals, or replacements 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 its 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 part —, 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 & North Alabama Railroad Company.
By — B. M. Starks — General Manager.
(Seal) Buck Creek Cotton Mills.
By — J. C. Thompson — President.

State of Alabama } I, B.A. Thompson, a Notary Public in and
County of Jefferson } for said County in said State, hereby
certify that J.C. Thompson whose name as President of
the Buck Creek Cotton Mills, a Corporation, is signed
to the foregoing Conveyance, and who is known to me,
acknowledged before me on this day, that, being informe-
d of the contents of the Conveyance, 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 1st day
of May, 1911.

B.A. Thompson, Notary Public.

The State of Kentucky }
Jefferson County } I, George E. Zubrod, a Notary
Public in and for said County in said State, hereby
certify that B.M. Starks, whose name as General Man-
ager of the South & 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
16th day of May, A.D. 1911.

SEAL

George E. Zubrod.
Notary Public, Jefferson County, Kentucky.

Approved For recording, June 13, 1911.
Albert H. Bronleie - General Solicitor.

Examined and approved May 16th 1911 - C.O. Bradford - Real Estate agent.

Filed & Recorded June 22nd 1911.
A.P. Langshaw, Judge of Probate.