State of Alabama } This agreement, Made on this day of
County of Shelby } between H. E. Archer of the County of Shelby State of Alabama of the first part hereinafter called the tenant and 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 a portion of the right of way or land of the Company in construct a telephone across the right of way of the Company at a point in Shelby County Alabama said point of crossing the right of way of the Company being three hundred feet east of said Company's Mile Post 407. the location of which is more fully shown by the annexed plat which is made a part of this paper; and
Whereas, The tenant 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 premises 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 improvement or personal property of any description including contents of such building belonging to tenant 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, 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 damage 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 or will he set up title to said property against the Company its successors or assigns but will hold the same only as tenant at will subject to the notice hereinafter specified.
Fourth: That the tenant covenants and agrees in consideration of the permission and license aforesaid to surrender the said premises to the Company its successors or assigns and remove all obstructions, buildings or improvements therefrom upon receiving 30 days notice from the Company its successors or assigns and that this contract and the possessory interest

of the tenant in and to said premises shall terminate upon the expiration of said period named. Said notice may be given to any person in the 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 stated.

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 thereafter, to enter upon and take possession of the premises without further notice; 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, can not be made by the tenant without the written consent of the Company.

Eighth: That the tenant will paint the said with paint of the standard color of the 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 except the usual business sign of the tenant.

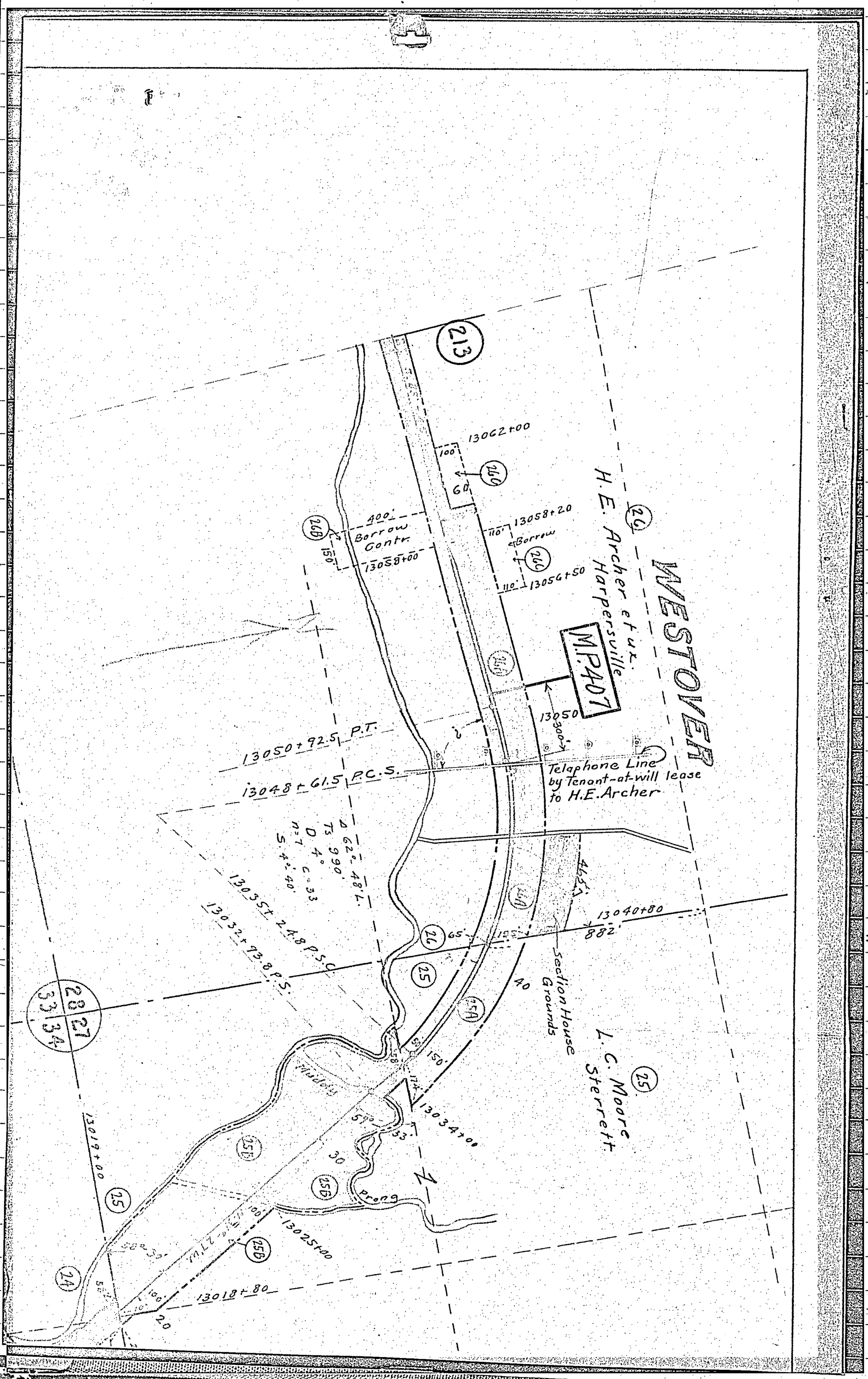
Ninth: The Company agrees to grant the tenant the right to string his telephone wires across its right of way but not parallel to its tracks, said wires shall be strung across the Company's right of way, so that they will not be less than twenty five feet above the top of the rail of said Company's track-- poles supporting said wires shall not be closer than fifty feet from the center line of said Company's main track.

Tenth: Where said telephone wires cross the Company's telegraph wires, tenant shall so erect the telephone wires that they shall not be less than five feet above the Company's telegraph wires. Tenant also agrees to erect such guard wires as the Company may require -- these guard wires to be erected so as to prevent the telephone wires from coming in contact with the Company's telegraph wires.

Eleventh: The tenant also agrees to indemnify and save harmless the Company against any and all loss of or damage to property caused by clattering, sagging or breaking of said telephone wires resulting either to persons or estate, and arising by reason of the presence of said telephone wires upon the right of way of said Company.

Signed sealed and delivered for the Company in the presence of:
R.L. Barrett. (Seal)
N.H. Wright. Notary Public Fulton Co. Ga.
Signed sealed and delivered by the tenant in the presence of
L. C. Moore J.P.

S.L. Schoonmaker and H.M. Atkinson
Receivers
Atlanta, Birmingham & Atlantic Railroad Company by - Alex Bonnyman.
General Manager.
H.E. Archer.



State of Alabama } I L. C. Moore a Justice of the Peace in and for said
County of Shelby } County in said State hereby certify that H. E. Archer
whose name is signed to the foregoing lease and who is known to
me acknowledged before me on this day that being informed of the
contents of said lease he executed the same voluntarily on the
day the same bears date.
Given under my hand this the 16 day of Oct. 1911.
L. C. Moore J.P.

The State of Alabama } I hereby certify that the within conveyance
Shelby County } was filed in this office for record Oct. 18, 1911,
at 3 o'clock P.M. and recorded in Deed Record 46 pages 561-4
and examined. A. P. Longshore Judge of Probate.