State of Georgia } This Agreement made on this 1st day of August
County of Fulton } 1914 between Oden Elliott Lumber Co. of the County of Jefferson, State of Alabama, of the first part, hereinafter called the Tenant, and E. T. Lamb, Receiver for Atlanta, Birmingham & Atlantic R.R. Co. 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 Sections Nos. 28 & 29 Township #19-S Range #1 West, Shelby County Ala., for the location of a tram road, more particularly described as follows: A strip of land fifteen (15) ft. wide lying on the North side of the said rail road company's main track between a point three thousand six hundred eighty (3680) ft. West of said railroad company's mile post D. 414 and a point four thousand three hundred seventy (4370) ft. West of said railroad company's mile post D-415. Said strip of land is to be at least thirty-five (35) ft. from the center line of the said railroad company's main track at its nearest point. ~~File D-174,~~ the location of which is more fully shown by the annexed plat, File D-174 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 persons 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 damages 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 thirty 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 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

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 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: That the tenant will construct and maintain waterways as large as are now under the roadbed of the Company.
Tenth, That the tenant will in no way interfere with the roadbed of the Company by the construction and maintenance of its proposed Trans Road.
Eleventh: That the tenant will pay an annual rental of Five ($5.00) Dollars payable in advance.

Approved for traffic Department — J. L. Sims Traffic Manager.

Signed, sealed and delivered for The Company in the presence:
E. B. Rony
John F. Pickard.

E. T. Lamb, Receiver for Atlanta, Birmingham
By B. F. Bugg — Assistant General Manager.

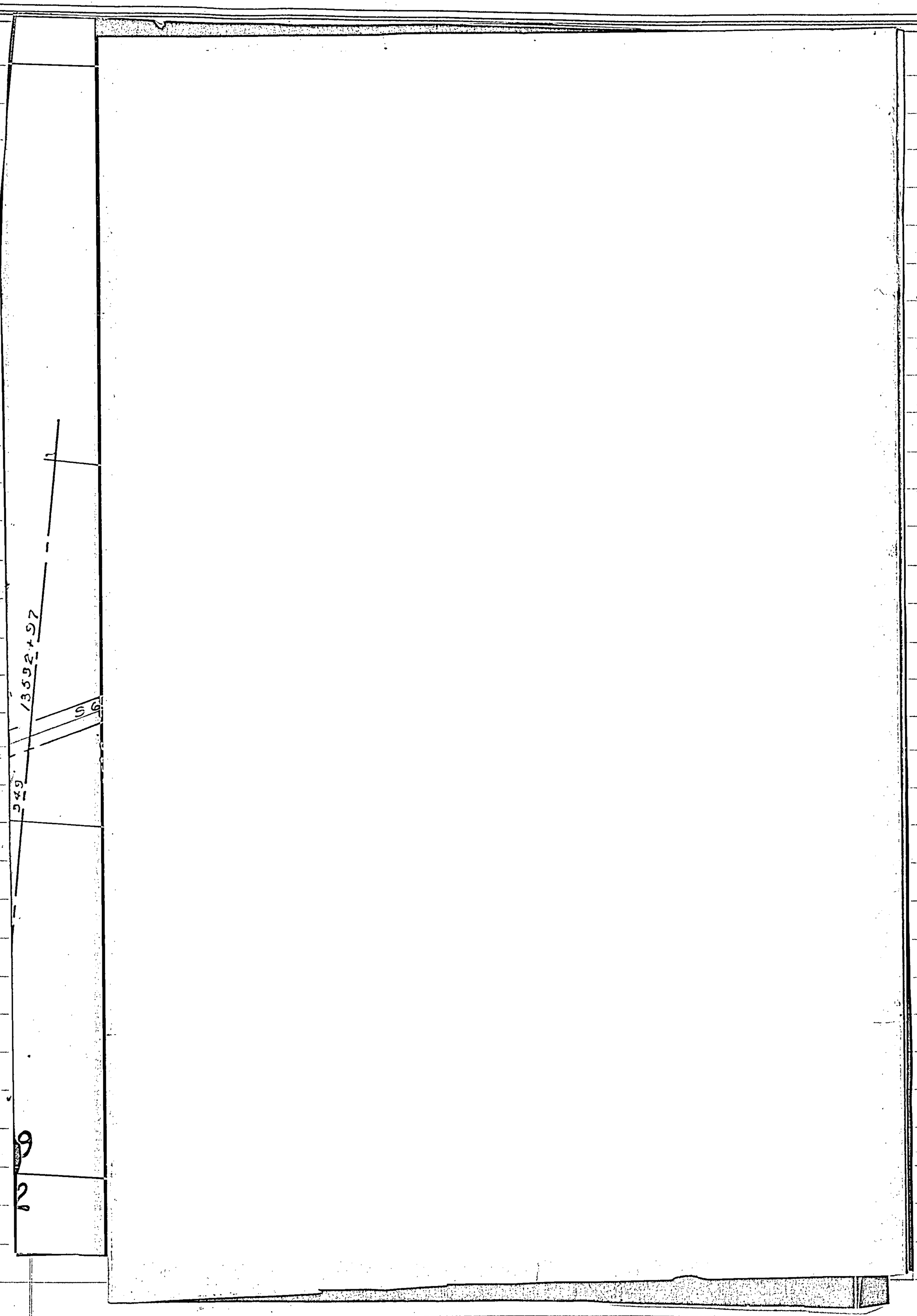
Signed, sealed and delivered by the tenant in the presence of
M. A. Hines.
F. N. Brand

Odell Elliott Lumber Company
By J. N. Odell — Pres.

Map on opposite Page.

State of Alabama, } I, M. A. Hines a Notary Public in and for
County of Jefferson } said County in said State, hereby certify that Odell Elliott Lumber Co. by J. N. Odell President 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 Birmingham Ala, this the 21 day of August 1914.

M. A. Hines
Notary Public (Seal)



The State of Alabama } I hereby certify that the within convey-
Shelby County } ance was filed in this office for record
25 Sept 1914 at 1 o'clock P.M. and recorded in Deed Record
57 page 74 and examined

A P Longshore, Judge of Probate.

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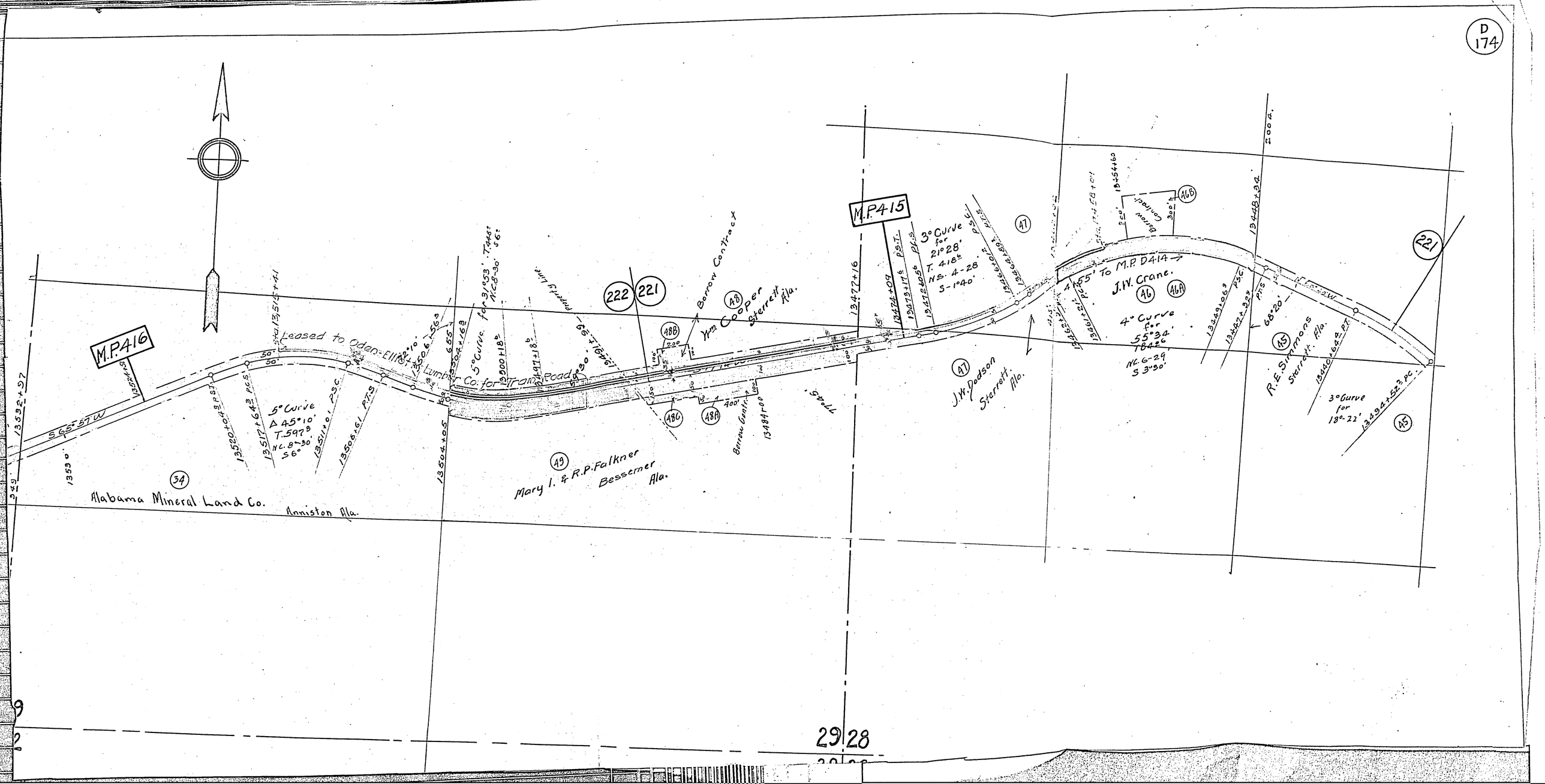
M.P.416
M.P.415
S 65°-57' W
Leased to Oden-Ellis Lumber Co. for Tram Road
5° Curve
Δ 45°10'
T. 597.8'
N.C. 8-30
S 6°
5° Curve for 3°253' T.448' N.C. 8-30 S 6°
Property Line
Borrow Contract
Borrow Contract
Borrow Contract
Borrow Contract
Borrow Contract
Wm Cooper
Sterrett Ala.
3° Curve for 21°28' T. 418.6' N.S. 4-28 S-1°40'
4° Curve for 55°34' T.842' N.C. 6-29 S 3°50'
3° Curve for 18°22'
J.W. Crane.
J.W. Dodson
Sterrett Ala.
R.E. Simmons
Sterrett. Ala.
Mary I. & R.P. Falkner
Bessemer Ala.
Alabama Mineral Land Co.
Anniston Ala.
4155' To M.P. D414
68°20'
200 a.
34
49
47
48
48A
48B
48C
46
46A
46B
45
221
222
29
28