

An Agreement made and entered into this 31st day of October 1914, by and between,
 Southern Railway Company, a corporation organized and existing under and by virtue of the laws of the State of Virginia hereinafter for convenience styled the Railway Company party of the first part; and,
 F. H. Hardy of the County of Shelby in the State of Alabama, party of the second part;
 Witnesseth; That

Whereas, by deed dated June 15th 1855, William F. Young and Harriett A. Young, conveyed to Alabama & Tennessee River Railroad Company (predecessor of said Southern Railway Company party of the first part hereto) certain land at or near Newala, in the County and State of Alabama, described as follows to wit: "All those parts of the east half of the northeast quarter of section six, Township twenty-four, Range thirteen east and of the west half of the northwest quarter of section five, Township twenty-four, Range thirteen east which lie within fifty feet of the center line of the Alabama & Tennessee River Railroad on each side of said center line." And,

Whereas, the party of the second part, owner of the land

abutting upon said strip conveyed by the said Spring to Alabama & Tennessee River Railroad Company, has heretofore constructed and now maintains, portions of a lime house and cooper shop and certain fences within the limits of the above described strip of land and desires to continue the maintenance of said buildings and fences upon the said strip of land, until such time as the Railway Company shall require the same for additional tracks; and the Railway Company is willing that the said party of the second part shall make use of the said land until same should be needed by the Railway Company for additional tracks.

Now therefore the parties hereto, each in consideration of the premises, and of the covenants, promises and undertakings of the other, hereinafter expressed, do hereby contract and agree as follows:

1. That the party of the second part shall until the same shall be needed by the Railway Company, for additional tracks continue in the possession, use and enjoyment of such portions of the strip of land heretofore conveyed to said Alabama & Tennessee River Railroad Company, as aforesaid, as are now occupied or enclosed by the aforesaid structures of the party of the second part.

2. That in the event that the Railway Company shall at any time hereafter, require any portion of the said land occupied by the aforesaid structures of the party of the second part for additional railroad tracks, then and in such event, the Railway Company shall, and the party of the second part hereby agrees that it may, at its own cost and expense, move the said fences, lime house and cooper shop of the party of the second part back to a line parallel with and fifty (50) feet northwardly from the center line of the present main track of the Railway Company, whereupon any interest which the party of the second part may have or claim to have in the aforesaid strip of land shall forthwith cease and determine. Provided however, that if it shall be necessary to make any repairs or alterations in the said buildings, fences or structures, or if the same may be damaged in being so moved, the Railway Company shall make such repairs in such way that the usefulness of the said

buildings, fences or structures to the party of the second part shall not be impaired and the same shall be as available to the party of the second part as they may have been before such removal.

3. That this agreement shall inure to the benefit of and be binding upon the respective heirs, executors and administrators, successors and assigns of the parties hereto, as well as upon the parties themselves.

In Witness Whereof the Railway Company, has caused these presents to be executed and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, and the party of the second part has hereunto subscribed his name and affixed his seal, the day and year first above written.

Attest:

Geo. R. Anderson, (Seal)

Assistant Secretary

Southern Railway Company,

By - E. H. Crapman, Vice-President &

General Manager.

F. H. Hardy, -

(Seal)

State of Alabama, } I, J. W. Whitley, a Notary Public in and for
County of Shelby, said County, and State, hereby certify that F. H.
Hardy, whose name is signed to the foregoing conveyance, and
who is known to me, acknowledged before me on this day
that being informed of the contents of the conveyance, he ex-
ecuted the same voluntarily on the day the same bears date.

Witness my hand and official seal this 8th day of October, 1914, (Seal)

J. W. Whitley, Notary Public, (Seal)

District of Columbia, } I, Pearce Harpe, Commissioner of Deeds
City of Washington, for the State of Alabama, in the District
of Columbia, hereby certify that E. H. Crapman whose name
as Vice-President & General Manager of Southern Railway Com-
pany a corporation, is signed to the foregoing conveyance, and
who is known to me, acknowledged before me on this day
that, being informed of the contents of the conveyance, he (as
such officer and with full authority, executed the same vol-
untarily for and as the act of said corporation.

Given under my hand this 24 day of November, 1914,

(Seal)

Pearce Harpe, Commissioner for
the State of Alabama in the District of Columbia.

The State of Alabama, } I hereby certify that the within conveyance
Shelby County, was filed in this office for record 17
Nov. 1914, at 1 o'clock P.M. and recorded in Deed Record 57, page 162
and examined.

A. Longshore, Judge of Probate.