Memorandum of agreement made and entered into this 9th day of July, 1917, by and between Central of Georgia Railway Company, a Corporation organized and existing under the laws of the State of Georgia, hereinafter called the Railway Company, party of the first part, and H. G. King, of the County of Shelby, State of Alabama, party of the second part.

Whereas the party of the second part is the owner of the land on the South side of the Railway in Shelby County, Alabama, between the mile posts hereinafter described, and the parties desire to fence the same off from the right of way of the Railway Company;

Now, therefore, this agreement Witnesseth:

1. The covenants contained herein are mutual and are made by each party in consideration of the covenants of the other. They shall be binding upon the heirs, executors and assigns of the respective parties.

2. The Railway Company will, at its own expense, build a three strand barbed wire over 26" woven wire fence with the necessary fence posts for spacing 16' apart on the South side of the track, beginning 2240' West of M. P. S-424 and extending in a Westerly direction 295'; - also extending 125' along the eastern line of the Section house lot at Dunnavant, as shown in red on Central of Georgia Railway Plan No. 5101, which is hereto attached and made a part hereof, the said mile posts and right of way herein described and the fence provided for by this agreement all being located within the County of Shelby State of Alabama.

In consideration of the Railway's covenants herein contained the party of the second part agrees:

3. To maintain at his own expense the fence hereinbefore described in such manner as to prevent any and all cattle, horses, live stock, and other animals or poultry from going through, over or under the same, and on to the Railway Company's tracks or on to its right of way between the fence and its tracks.

4. To indemnify and hold harmless the Railway Company against all loss, damage, liability or expense for injury or damage to his cattle, horses, live stock and other animals or poultry which may be caused or contributed to by the Railway Company or its

employees or by the running of its engines, cars or vehicles of any description, and this without regard to negligence.
5. It is hereby and if this agreement is terminated the fence and any of the property of the party of the second part which the may have on said land shall become the property of the Railway Company, and it may remove the same without accountability to the party of the second part, or to any other person, firm or corporation.
6. The covenants of the respective parties hereto contained in this agreement are intended, and shall be construed as covenants real running with the land owned by each party hereto and along the boundary of which said fence is to be erected, and the same shall extend to and bind the parties hereto and their respective successors, assigns, heirs and personal representatives.
7. It is understood and agreed that this contract shall take effect as of the date hereof, and shall continue in full force and effect for the term of twenty years next thereafter.
In Witness Whereof the Railway Company has caused these presents to be executed by its duly authorized officers, and the party of the second part has hereunto set his hand and seal, all being done in duplicate the day and year first above written.

Executed by the Railway Company in Chatham County, Georgia, in presence of E. McPhelan, T. F. Smith.

N.P. Seal

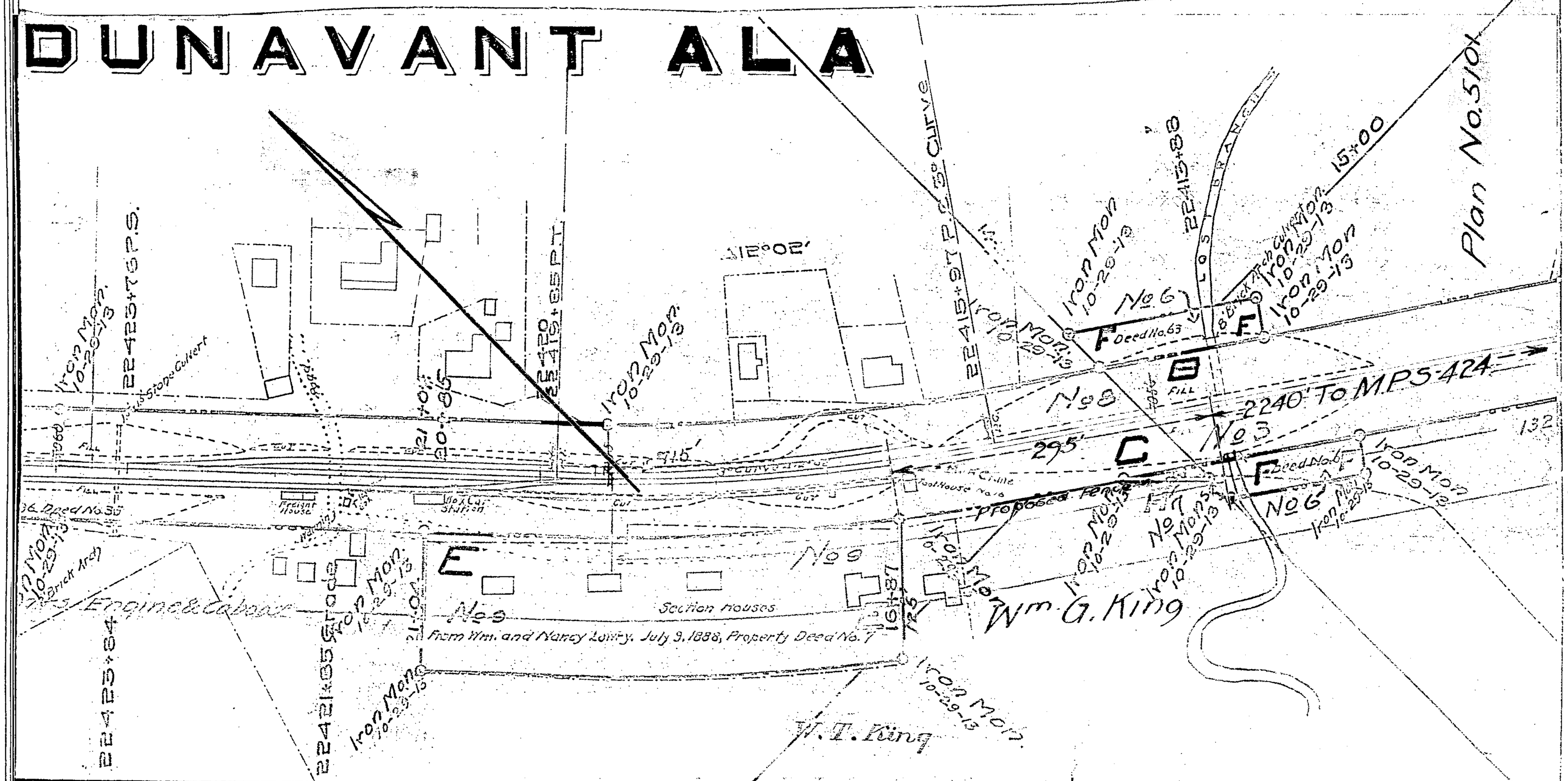
Central of Georgia Railway Company
By P H Baldwin
Vice President & Gen'l Mgr.

Executed by Wm B. King in Shelby County, Alabama, in presence of J. A. Dorough, Troy T. Dorough.

William B. King (L.S.)

The State of Alabama, Shelby County. } I, J. A. Dorough, a Notary Public, in and for said County, in said State, hereby certify that Wm B. King whose name is signed to the foregoing contract, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said contract he executed the same voluntarily on the day the same bears date.
Given under my hand, this, the 18 day of Feby 1918.
J. A. Dorough Notary Public

DUNAVANT ALA



FILE

RECORDED SHELBY COUNTY, ALA. PAGE	DATE	DESCRIPTION AND REMARKS
148	Feb. 1895	R/W - 50' each side ℄ thru N.E. 1/4 - N.E. 1/4 Sec. 9 - T18 - R1E

State of Alabama, Shelby County, } I hereby certify that the within map of Dunavant Ala was filed in this office for record, on the day of April, 1918, at 9 o'clock A.M. and recorded in Deed Record 67 Page 61 - and examined.

J. M. Shares
Judge of Probate

Approved as to form: Kimbro & Cunningham, Attorneys. Correct and recommended: E. A. Ashburne, City Engineer. J. E. Smith, Acting City Engineer.