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 T. J. Green 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 both sides 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 herein contained 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 his own expense, build a three strand barbed wire over 26" woven wire fence with the necessary fence posts for spacing 16' apart on the North side of the track, beginning 340' east of M.P. S-424 and extending in a westerly direction 1090'; and along the South side of the track, beginning 560' West of M.P. S-424 and extending in a westerly direction 275', as shown in red on the attached plat of Central of Georgia Railway, No. 5101, which is hereby made a part of this contract, 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 and 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 against all loss, damages, 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. When 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. McPhilar, L. F. Smith

Central of Georgia Railway Company
By P. H. Baldwin Vice President
T. Gail Mgr.

Executed by T. J. Green in Shelby County, Alabama in presence of J. O. Dorough, Edna Dorough

T. J. Green (L. S.)
mark

The State of Alabama. — Shelby County.

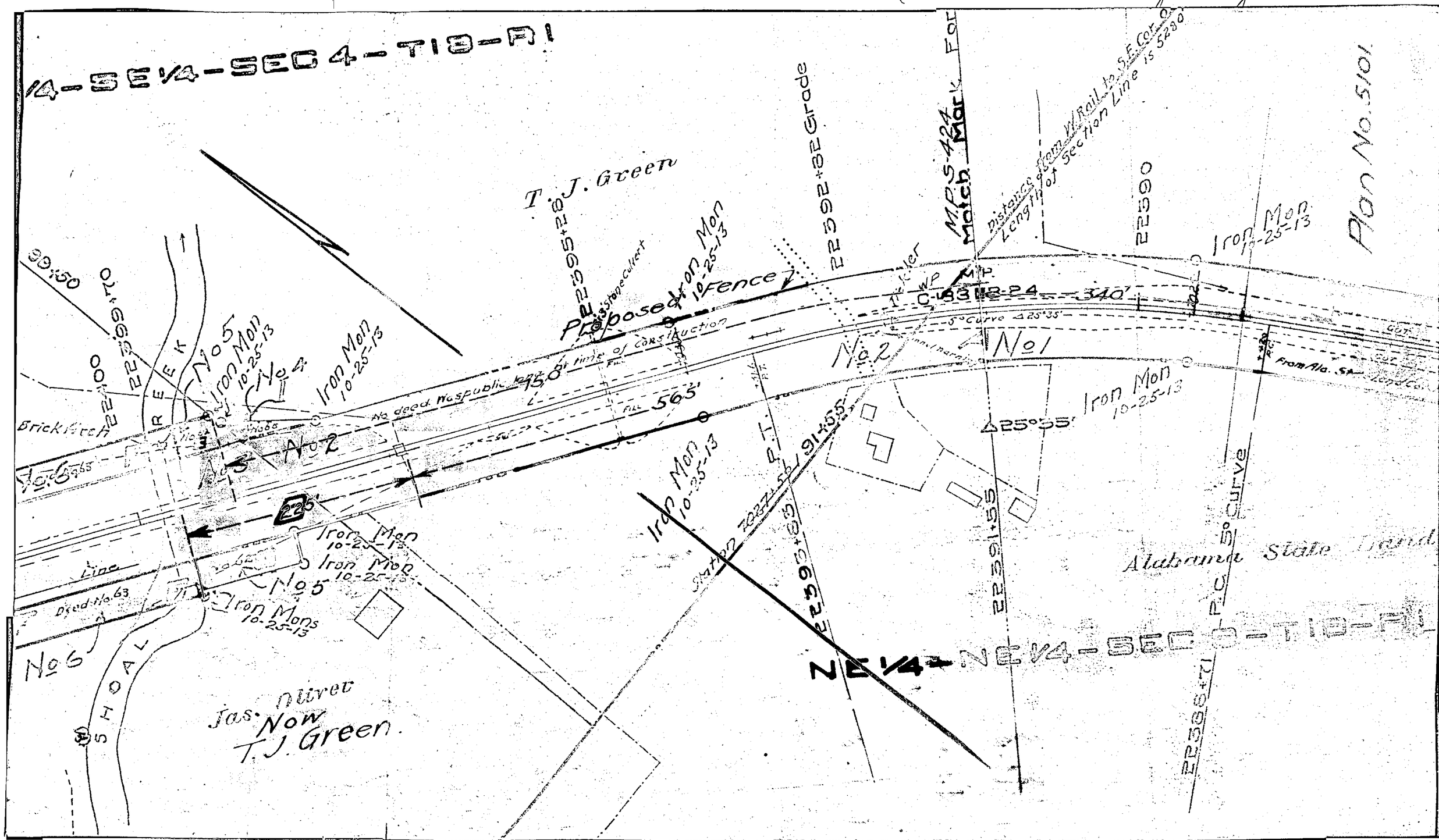
I, J. O. Dorough, a Notary Public in and for said County, in said State, hereby certify that T. J. Green whose name is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of said contract, he executed the same voluntarily on the day the same bears date.

Given under my hand, this, the 6th day of Feby 1918.

J. A. Dorough Jr. Notary Public.

Geo. F. Smith Land Tax Agent.

Approved as to Form
Lawton & Cunningham. General Counsel.
Correct and Recommended.
C. W. Lawrence. Chief Engineer



The State of Alabama
Shelby County.

I hereby certify that the within Contract was filed in this office for record 2 day of April 1918 at 9 o'clock A.M. and recorded in Deed Record 64 Pages 66-68 and examined.

G. W. Webster.
Judge of Probate