State of Georgia, } This Agreement made on this 21st day of
County of Chatham. } August, 1916, Between Alabama Power Company an Alabama Corporation of the County of Jefferson, State of Alabama, of the first part, hereinafter called the Tenant, and the Central of Georgia Railway 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 Shelby County, Alabama, between Mile Posts S-405 and S-406, Birmingham District, on South side of track with wall 16 inches in diameter, attached to South end of pier, at a point 1022 feet East of Mile Post S-406, the location of which is more fully shown in red on blue print of Plan No. 9257, attached, 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 damages, injury or liability that may arise from the destruction or injury of any building, improvement or personal property of any description, 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, when such damage, injury or liability is caused or increased by reason of the use of the premises hereunder.

Second. That the tenant will save and hold harmless the Company, its successors and assigns from all damages 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 damage be caused by the negligence of the Company's employees, or from any cause whatever.

Third, That the tenant does not now, nor will he set up

title to said property against the Company, its successors or assigns, but will hold the same only as a tenant at will, subject to notice hereinafter specified.

Fourth. Within 30 days after the Company, its successors or assigns has given to any person in possession of the premises notice of its desire to terminate this agreement, the Tenant will vacate the premises and remove all obstructions, buildings, improvements and personal property.

If the Tenant fails to perform the Covenants of the preceding paragraph, he will pay to the Company, rent for the premises, at the rate of $1.00 per month (payable in advance) until the Company enters upon or takes possession of the premises, which it is agreed that the Company may do at any time after the expiration of the notice hereinbefore provided for. The Company's failure to thus enter, or take possession shall not deprive it or its right to do so.

Fifth. The Tenant will record this instrument and any future agreements with reference to the premises, at his own expense.

Sixth. It is further understood and agreed that should the tenant at any time during the continuance of this agreement be adjudicated a bankrupt, then and in that event, this lease shall immediately cease and shall become void as of the date of such adjudication, and the Railway Company, its successors and assigns, shall have the right to resume and retake possession of the property herein leased without any accountability whatsoever to the tenant or to the estate or trustee of such bankrupt.

Seventh. The words "tenant" wherever used herein, shall be construed to apply to the first party, his heirs, executors, administrators and any person who may enter upon said above described premises as his or their successors, lienees or assignees: but nothing herein contained shall be so construed as to confer upon the tenant the right to transfer or assign this agreement or sublet the premises herein described, without the written consent of the Railway Company being first endorsed hereon.

Approved
W. D. Gunter
Chief Engineer

As to Sub-lease and transfer
Approved
Thos. Vice
Pres. & Gen. Mgr.
Feb 24 - 1925
N. Martin
Pres. & Gen. Mgr.

Signed, sealed and delivered by the Tenant in the presence of Mann M. Wood. Ruby Hubble

Alabama Power Company (L.S.)
By H. N. Wahmsley (L.S.)
Its General Manager.

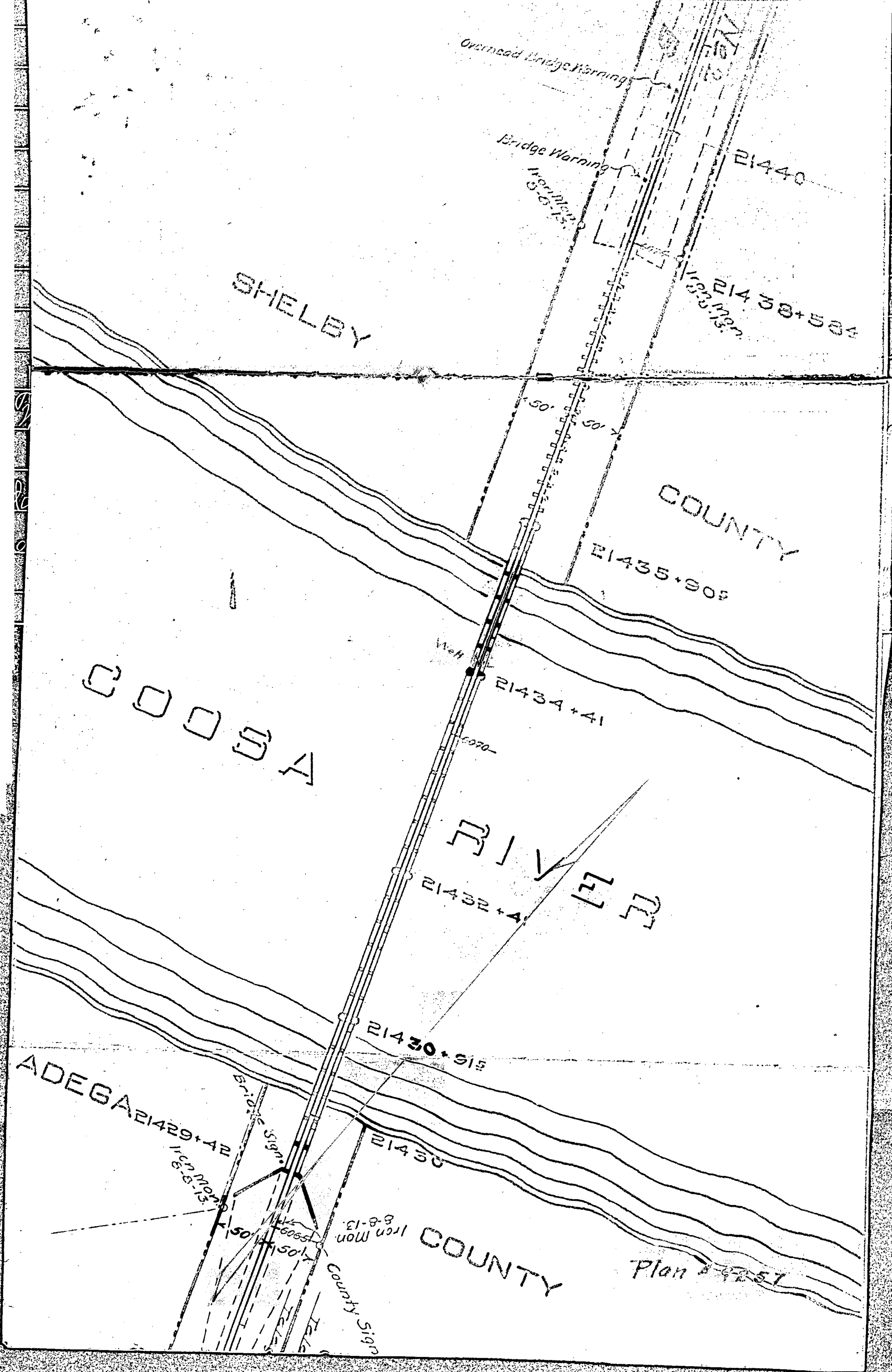
Signed, sealed and delivered by the Company in the presence of M. H. Bohan. E. McPhelan.

Central of Georgia Railway Co. (L.S.)
By J. F. Firth - Land & Tax Agent

State of Georgia. } I. E. McPholan, a Notary Public in and for
County of Chatham. } said County and State, hereby certify that
M. A. Bohan, a subscribing witness to the foregoing agreement,
known to me, appeared before me this day, and being sworn,
stated that T. F. Smith, voluntarily executed the same in his
presence, and in the presence of the other subscribing wit-
ness, on the day the same bears date; that he attested the
same in the presence of the said T. F. Smith and of the other
witness, and that such other witness subscribed his name
as a witness in his presence.
Given under my hand and seal this 21st day of August
A.D. 1916.
E. McPholan

State of Alabama.
County of Jefferson. } I. Ruby Hubble, a Notary Public
in and for said County, in said State, hereby certify that H.
N. Wahnsley, whose name as General Manager of Alabama
Power Company, a Corporation, is signed to the foregoing con-
strument, and who is known to me, acknowledged before
me on this day that, being informed of the contents of the in-
strument, he, as such officer and with full authority, ex-
ecuted the same voluntarily for and as the act of said
Corporation.
Given under my hand this the 29th day of March, 1918.
Seal
Ruby Hubble, Notary Public.
Jefferson County, Alabama.

The State of Alabama } I hereby certify that the within agreement
Shelby County. } was filed in this office for record 22
day of April 1918, at 9 o'clock A.M. and recorded in Deed Record
64 Pages 84-86 and examined.
G. H. Weary
Judge of Probate


Overhead Bridge Warning
Bridge Warning
Iron Mon. 8-8-13
21440
21438+58
SHELBY
50'
50'
COUNTY
21435+95
21434+41
COOSA
RIVER
21432+4
21430+91
ADEGA
21429+42
Iron Mon. 8-8-13
21430
Bridge Sign
150'
150'
Iron Mon. 8-8-13
COUNTY
County Sign
Plan