An agreement dated this 15th day of August 1919 between the Central of Georgia Railway Company, a corporation created by and existing under the laws of the State of Georgia, and Director General of Railroads, by W. A. Winburn, as Federal Manager, of the Central of Georgia Railroad, parties of the first part, hereinafter collectively called the Railroad, and P. H. Tyler of the County of Jefferson, State of Alabama, party of the second part, hereinafter called the party of the second part.

Whereas, the party of the second part is the owner of the land on both sides of the Railroad in Shelby County, Alabama, between the mileposts hereinafter described, and the parties desire to fence the same off from the right of way of the Railroad.

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 railroad will, at its own expense, furnish and deliver to the party of the second part the necessary material to construct a fence

consisting of three strands of barbed wire over a 26 inch width of woven wire with the necessary fence posts for spacing 16' apart, on both sides of the Railroad's tracks, beginning 3374 feet west of mile post S-420 and extending in a westerly direction 3757 feet, the location of said fence being more fully shown in red on blue print of Plan no. 5098 hereto attached and thereby made a part of this agreement.

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

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

4. To indemnify and hold harmless the Railroad against all loss, damage, liability or expense arising from a breach by the party of the second part of any of his covenants herein contained or from injury or damage to his cattle, horses, livestock and other animals or poultry which may be caused or contributed to or by the Railroad or its employes 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 he may have on said land shall become the property of the Railroad, and it may remove the same without accountability to the party of the second part, or to any other persons, 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 such party hereto 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.

8. The party of the second part agrees to record this agreement at his own expense.

9. This agreement of Director General of Railroads shall not extend beyond the period of Federal control of Railroads, and unless sooner terminated shall, as to him, terminate at the end of such Federal control.

In Witness Whereof the parties have executed this agreement the day and year first above written.

Signed, sealed and delivered by Central of Georgia Ry Co. in Chatham Co. Ga. in presence of:
E. Walsh
B. W. Helmken
Notary Public Ga., at large
Savannah, Ga.
Seal

Central of Georgia Railway Company
By A. R. Lawton
President
Seal

Attest:
Chas. L. Groves
Secretary

Signed, sealed and delivered by Federal Manager, Central of Georgia Railroad in Chatham County, Ga., in the presence of:
T. G. Baggett
H. H. Morgan Jr
Notary Public Chatham Co. Ga.
Seal

Director General of Railroads
By W. A. Winburn
Federal Manager
Central of Georgia Railroad
P. H. Tyler (L.S.)

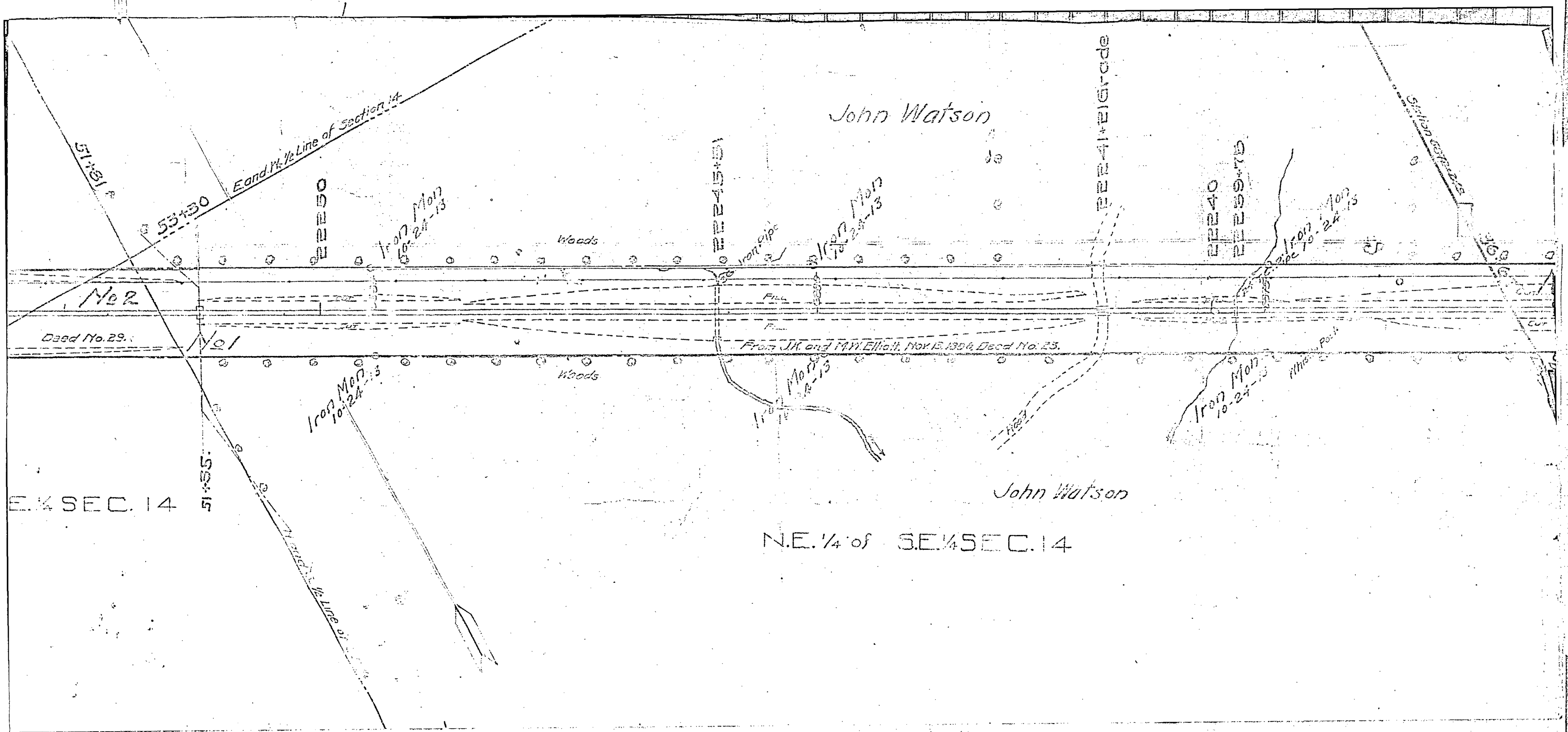
Signed, sealed and delivered by party of the second part in Jefferson County, Ala in the presence of:
John J. Walker
Notary Public
Lillie Spence
Seal

(Map, next page)

State of Alabama }
Shelby County }

I, G. W. Weaver, Judge of Probate, hereby certify that the within contract was filed in this office for record 15 day of Oct. 1920 at 8 o'clock A.M. and recorded in Deed Record 68 pages 81, 82, 83

G. W. Weaver
Judge of Probate


John Watson
E. and W. ¼ Line of Section 14
51+81
53+30
22250
Iron Mon 10-24-13
Woods
22245.51
Iron pipe
Iron Mon 10-24-13
22241+21 Grade
22240
22239+75
Iron pipe
Iron Mon 10-24-13
Station 22236.5
No 2
Deed No. 29.
No 1
Fill
Cut
From J.K. and M.M. Elliott, Nov 6, 1906, Deed No. 23.
Woods
Iron Mon 10-24-13
Iron Mon 10-24-13
Iron Mon 10-24-13
Rhododendron
Road
John Watson
E. ¼ SEC. 14
51+35
N.E. ¼ of S.E. ¼ SEC. 14
E. and W. ¼ Line of

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