

AGREEMENT

AN AGREEMENT made and entered into this August 25th, 1924, between Central of Georgia Railway Company, a corporation, created by and existing under the laws of the State of Georgia, hereinafter called the lessor of the first part, and J. A. Kreis, Knoxville, Tenn., hereinafter called the Lessee of the second part.

1. The covenants herein contained are made by the parties hereto in mutual consideration of the covenants of the other and the same shall be binding upon and available to the successors and assigns of the respective parties, but no assignment hereof by the lessee shall be valid except with the written consent of the lessor endorsed hereon.

2. In consideration of the rents hereinafter reserved to be paid and the covenants to be performed by the lessee the lessor has demised, leased and to-farm-let, and by these presents does demise, lease and to-farm-let unto the lessee the following material:

- 2 - 56-Lb No. 8 Rigid Frogs
- 2 - 56-Lb Switch Points complete
- 2 - Low Yard Switch Stands, with lamp and lock

for the purpose of constructing a track at Sterretts, Alabama, for and during the full term or period of one year, beginning from the 8th day of Sept. 1924, and thereafter until this lease shall be terminated by either party giving to the other sixty (60) days notice in writing of its desire to terminate the same.

3. The rail and fastenings herein described shall be delivered to the lessee by the lessor f.o.b. at Sterretts, Alabama, as soon as practicable after the execution of this agreement.

4. The lessee agrees to pay to the lessor as rental for said material twenty six dollars and twenty five (\$26.25) cents per annum, said rental payable in equal monthly installments in advance on the first day of each and every month during the continuance of this agreement.

5. The lessee shall not use or allow to be used the said rail, fastenings and other material for any purpose other than that hereinbefore specified, nor affix the same to land over which the lessee has not a lawful right of way for railroad purposes, nor remove, nor allow to be removed, the same from the location above specified without the written consent of the Railway Company first had and obtained.

6. It is expressly understood and agreed that the rail and other material hereby demised are delivered to the lessee in relaying condition, and that upon the expiration of this agreement or its termination in any manner the lessee is to remove and redeliver said rail and other material to the lessor on cars at Sterretts, Alabama, in same condition as delivered to the lessee, ordinary wear and tear excepted, and in the event of the lessee's failure so to do the lessor shall have the option to enter upon the premises wherever such rail and other material is located and remove and retake the same, and the lessee will repay to the lessor the cost of moving said rail and placing it on cars at Sterretts, Alabama.

7. The lessee will pay the expenses of having this agreement properly recorded in the county or counties where the said rail and other material is to be used.

8. The lessee will pay all taxes and assessments that may be assessed in respect of or charged against the rail and other material hereby demised during the continuance of this lease. Upon his failure so to do the lessor may, at its option, pay the same, in which case the lessee covenants to promptly repay to the lessor the amount so paid with all interest and costs, upon the presentation of proper bill

therefor.

9. If the lessee shall fail or neglect to pay any installments of rent promptly as herein provided for, or to keep any other of the conditions, covenants, obligations and stipulations in this contract, the lessor shall be at liberty to resume possession of all of the property herein leased immediately or at any time thereafter, it being expressly understood and agreed that a waiver at any time by the lessor of a breach of any provision of this agreement shall extend to the particular breach so waived and shall not in any manner impair or affect the existence of said provision or the right of the lessor, its successors and assigns, to thereafter avail itself of such provision and any subsequent breach thereof.

10. The lessee, in constructing track from the rail and other material, hereby agrees to place under each thirty foot section of said track not less than fifteen (15) good and sound cross ties, and that it will thereafter maintain said track with said number of cross ties to the section of thirty feet, and will protect the said rail and other material from damage while in its possession.

11. The lessee further agrees that the rail herein leased shall be subject to inspection from time to time by said lessor, and the lessee agrees to make such alteration and changes in the track as in the judgment of the lessor are necessary in order to protect said rail and other material from damage.

12. As one of the express conditions herof, and one of the main considerations moving the lessor thereto, the lessee covenants and agrees without other qualifications or conditions than are hereinafter expressed that they and all others who may at any time be in possession of the material hereby leased will route or cause to be routed via the lines of the lessor and the ocean steamship company of Savannah (in which the lessor is largely interested) or of any other company whose relation to the lessor may be similar thereto, all shipments in or out of freight made either by, to or for account of the lessee, or occupant when such shipments are to or from points reached by either of the said lines and their connections, this covenant being on the sole condition that lawful and open rates and facilities shall be equal.

IN WITNESS WHEREOF the parties hereby have caused these presents to be executed in duplicate by their proper officers thereunto duly authorized on the day and year first above written,

Executed by Central of Georgia
Railway Company, in Chatham
County, Ga. in the presence of:

CENTRAL OF GEORGIA RAILWAY COMPANY
By H. D. Ward--General Manager

J. N. McDonough Jr.

C. C. Cronk
Notary Public, Chatham Co. Ga.

J. A. Kreis

Executed by J. A. Kreis in Knox County, in the
presence of: C. Leach

J. A. Kreis

W. B. Henderson
Notary Public. My commission expires Oct. 7, 1924

THE STATE OF ALABAMA
SHELBY COUNTY

I, L. B. Riddle, Judge of Probate hereby certify that the within agreement was filed in this office for record Oct. 24th 1924 at 9 oclock A.M. and recorded in Deed record 77 pages 487 and examined.

L. B. Riddle--Judge of Probate