AN AGREEMENT, dated this 24 day of June A.D., 1932, between GENTRAL OF GEORGIA RAILROAD COMPANY a corporation created by and existing under the laws of the State of Georgia, party of the first part, hereinafter called the Railroad, and W.A.Belcher of the County of ______, State of ______, party of the second part, hereinafter called the Tenant.

WHEREAS, the Tenant has constructed a telephone line ofer the right of way and across the tracks of the Railroad at Sterretts, Shelby County, Alabama, at a point 4282 feet west of Mile Post S-414, Birmingham District, the location of said line being more fully shown colored in red on blue print of Plan NO. 172-83/13863 hereto attached and made a part hereof, and

WHEREASk the Railroad is willing to allow the Tenant to keep and maintain the above same telephone line over and across the Railroad's right of way and tracks, if the Tenant makes the following agreement which the Tenant is willing to make in consideration of the rights granted him.

NOW THEREFORE, THIS AGREEMENT, WITNESSETH:

- 1. The covenants herein contained are mutual, and except as hereinafter specified, will bind the heirs, successors and assigns of the parties hereto.
- 2. The Railroad agrees to allow the Tenant to leave his poles and wires at the present location on and over the Railroad's right of way and tracks, reserving to itself, however, the right to require the removal or change of location thereof, as hereinafter specified.

THE TENANT AGREES:

- 3. (a) That, except insofar as changes may be necessary to conform to the specifications hereinafter mentioned, he will make no change in the present location of his wires and/or poles and will not place any other or additional wires and/or poles on or over the Railread's right of way without the written consent of the Railroad, or except upon the Railroad's request.
- (b) That he will at his own expense, maintain his telephone line in strict accordance with the Specifications wolf National Electrical Safety Code, Fourth Edition, December 31, 1926, contained in the Handbook Series of the United States Bureau of Standards NO. 3 and all changes therein or additions thereto and will make such changes in said telephone line as are or may become necessary for strict compliance with said specifications.
- (c) That he will indemnify and hold the Railroad harmless from any loss, damage, liability or expense arising from the Tenants failure to comply with paragraph 3 (b) hereof,
 or arising directly or indirectly from the presence of said 'phone line'er over the Railroad's
 right of way, it being the intention of this agreement that, as the privileges granted to the
 Tenant are for the sole benefit of the Tenant the Railroad will hot incur any loss, damage,
 liability or expense which it would not have incurred had the said 'phone line hever been
 placed across the Railroad's right of way.
- (d) That he will, at his own expense, remove said 'phone line entirely from its present or future location on or over the Railracd's right of way, (or will change the location of all or any part of said 'phone line on or over the Railroad's right of way in accordance with the Railroad's wishes) within thirty (30) days after written request so to do has been made to him by the Railroad and that if the Tenant fails to so remove his 'phone line, his property on or over the Railroad's right of way will therefore become the property of the Railroad, which my at any time remove it at the Tenant's expense.
 - (e) That he will record this agreement at his own expense.
- (f) That he will pay to the Railroad annually in advance, a rental of Two Dollars (\$2.00) per annum for the privilege of keeping and maintaining 2 poles on the Railroad's right of way or property.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate on the day

and year first above written.

CENTRAL OF GEORGIA RAILROAD COMPANY,

By C.B. Michans, Real Estate Engineer-

Signed, selaed and delivered by Central of Georgia Railroad in Chatham County, Georgia in presence of

Frank W. Camposse Notary Public

Chatham County Georgia.

Signed , sealbed and delivered by the Tenant in Shelby County in presence of Cage Head, Judge of robate.

State of Georgia Chatham County)

I, Frank W. Campos, a Notary Puble immandofor said County in said State, hereby certify that C.B. Michans whose hame as Real Estate Engineer, of the Central of Georgia Railway Company, a corporation, is signed to the foregoing management instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and of -ficial seal this 13th day of June 1932.

Frank W. Campos.

Notary Public, Chatham County, Ga

State of Alabama Shelby County)

I, Cage Head, Judge of Probate hereby certify that the within agreement was filed for record ij this office June 23rd 1932 at 2 o'clock PMand recorded in Deed record 93 and page 409 and examined, June 23rd 1932.

Cage Head, Judge of Probate.

