

THIS SUPPLEMENTAL AGREEMENT, made this 20th day of July, 1951, by and between the ATLANTIC COAST LINE RAILROAD COMPANY, hereinafter for convenience referred to as the Railroad, and the ALABAMA AGGREGATE COMPANY, INC., a corporation under the laws of the State of Alabama, hereinafter for convenience referred to as the Industry:

W I T N E S S E T H : that

WHEREAS, the parties hereto, as provided in an agreement dated October 1, 1946 which is made a part hereof by reference, have constructed and are maintaining and operating track facilities, as more fully described in said agreement, at or near Pelham, County of Shelby, State of Alabama, serving rock quarry of the Industry, and

WHEREAS, experience has shown the necessity for and the Industry has requested that the two loading tracks comprising a part of said track facilities be relocated as shown in yellow and green and extended as shown in red on blueprint designated File No. V-4081, dated July 18, 1946, last revised 3-10-51, attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, it is mutually agreed that the said loading tracks shall be relocated and extended and thereafter owned and maintained, and the Railroad hereby agrees to operate the same, under the following terms and conditions.

1. The Industry shall, with its forces and at its sole expense, relocate the last 267 feet of the northerly loading track and the last 350 feet of the southerly loading track from the present locations shown in yellow to locations shown in green on said blueprint, or such portions thereof to such locations as may be necessary to conform to the grade and alignment of and to connect with additional trackage required to extend and connect each of said loading tracks to the Railroad's main line, and thereafter, in accordance with the agreement dated October 1, 1946, shall maintain such portions of said loading tracks as relocated.
2. The Railroad shall, with its forces and at its sole expense, construct and thereafter own and maintain additional trackage required to extend and connect each of the loading tracks to its mainline as shown in red on attached print and more particularly described as follows: Track No. 1, commencing at a point in the Railroad's main line about 3,593 feet northwestwardly from mile post NJ-960 and extending in a general eastwardly direction 1,023 feet to connection with the existing southerly loading track after being relocated as aforesaid, said Track No. 1 being 160 feet from switch point to clearance point, 180 feet beyond the clearance point and upon right of way of the Railroad, and 683 feet beyond the limits of said right of way upon the property of the Industry for which an easement is to be provided to the Railroad as hereinafter set forth. Track No. 2, commencing at a point in Track No. 1 about 160 feet from switch point of Track No. 1 and extending in a general eastwardly direction 863 feet to connection with the existing northerly loading track after being relocated as aforesaid, said Track No. 2 being 105 feet from switch point to the Railroad's right of way line and 758 feet beyond the limits of said right of way upon the property of the Industry for which an easement is to be provided to the Railroad as hereinafter set forth.

3. The Industry hereby grants and conveys to the Railroad an easement or right of way upon and over the lands of the Industry for all necessary right of way required for the proper construction, operation and maintenance of the additional trackage to be constructed, owned and maintained by the Railroad as provided in Article (2) hereof; said right of way to be satisfactory to the Chief Engineer or other proper officer of the Railroad.

4. Except as herein otherwise provided and agreed, the maintenance, operation and ownership of said existing loading tracks, as relocated, and of said additional trackage, as constructed, shall be and is hereby made subject to the terms and conditions of the aforesaid agreement dated October 1, 1946.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly signed, sealed and delivered in duplicate the day and year first above written.

WITNESSES FOR THE RAILROAD:

E. C. Adams
L. M. Worley

WITNESSES FOR THE INDUSTRY:

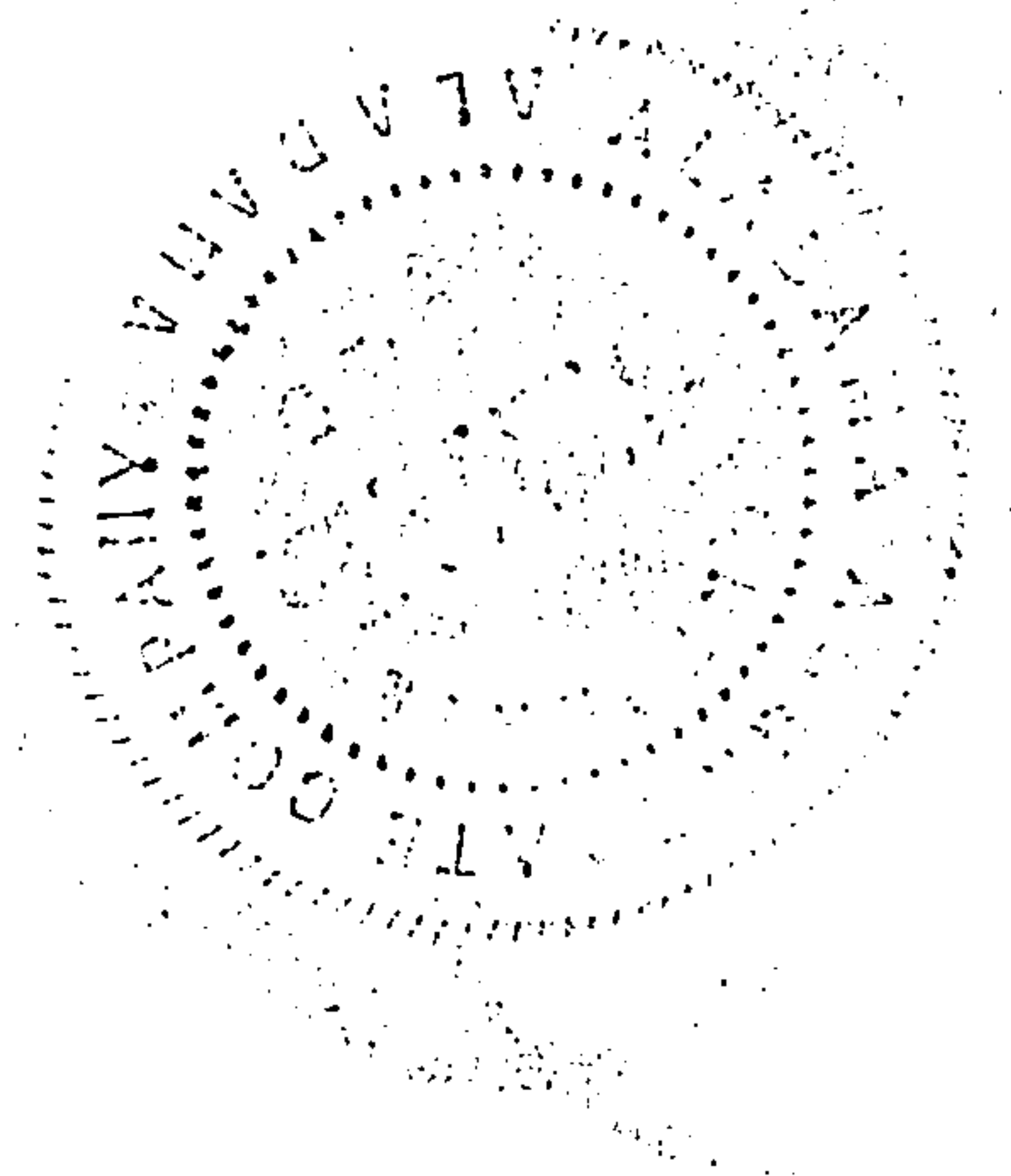
R. H. Muir
Kathleen B. White

ATLANTIC COAST LINE RAILROAD COMPANY:

By: E. S. Sweeney
Asst. Vice-President
Attest: W. T. MacFarlane
Asst. Secretary

ALABAMA AGGREGATE COMPANY, INC.:

By: A. L. McCullough (seal)
President
Attest: J. P. McElroy (seal)
Secretary



ALABAMA FORM

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STATE OF North Carolina
COUNTY OF New Hanover

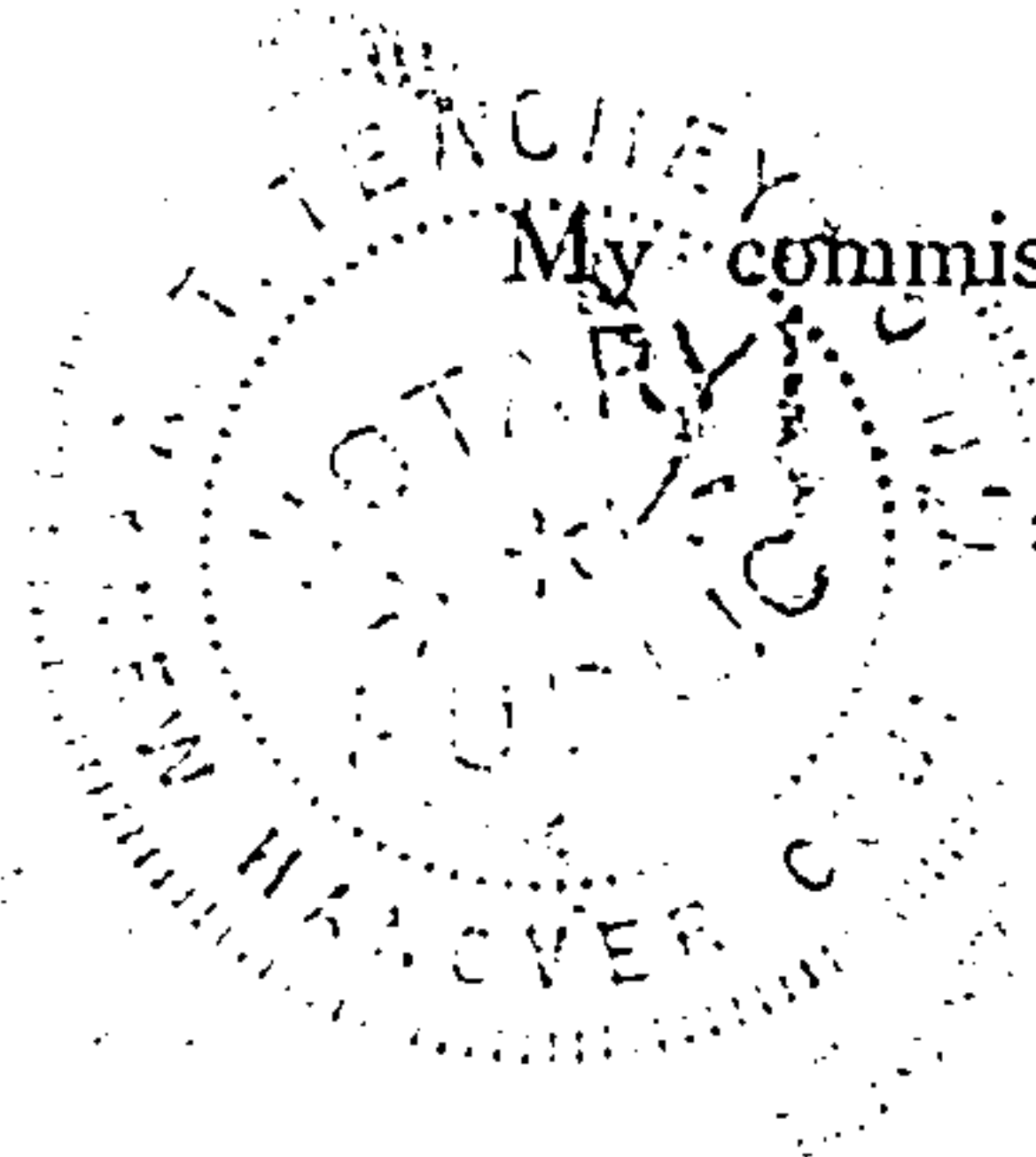
I, A. J. Leachery, a Notary Public in and for said County and State, hereby certify that C. G. Sibley, and M. J. Marble whose names as Asst. Vice Pres. and Asst. Secy respectively, of the Atlantic Coast Line Railroad Company

a corporation, are signed to the foregoing instrument, and who are known to me, severally acknowledged before me this day that, being informed of the contents of the instrument, they as such officers and with full authority executed the same voluntarily for and as the act of the said corporation

Given under my hand and official seal this 8th day of September 1951.

A. J. Leachery
Notary Public.

My commission expires on the 30th day of Sept. 1952.



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ALABAMA FORM

STATE OF Alabama
COUNTY OF Jefferson

I, Dessie Lee Greene, a Notary Public in and for said County and State, hereby certify that D. L. McCallough, and J. P. McCarty Treasurer whose names as President and Secretary respectively, of the Alabama Aggregate Company, Inc.

_____ a corporation, are signed to the foregoing instrument, and who are known to me, severally acknowledged before me this day that, being informed of the contents of the instrument, they as such officers and with full authority executed the same voluntarily for and as the act of the said corporation

Given under my hand and official seal this 1st day of August 1951.
Dessie Lee Greene
Notary Public.

My commission expires on the 22nd day of April 1953.

Approved as to Form

Clifford Hendrix
Division Counsel. Solicitor

Approved as to execution
by Lessee:

Clifford Hendrix
Division Counsel. Solicitor

Approved and Description checked:

Real Estate Agent.

Approved:

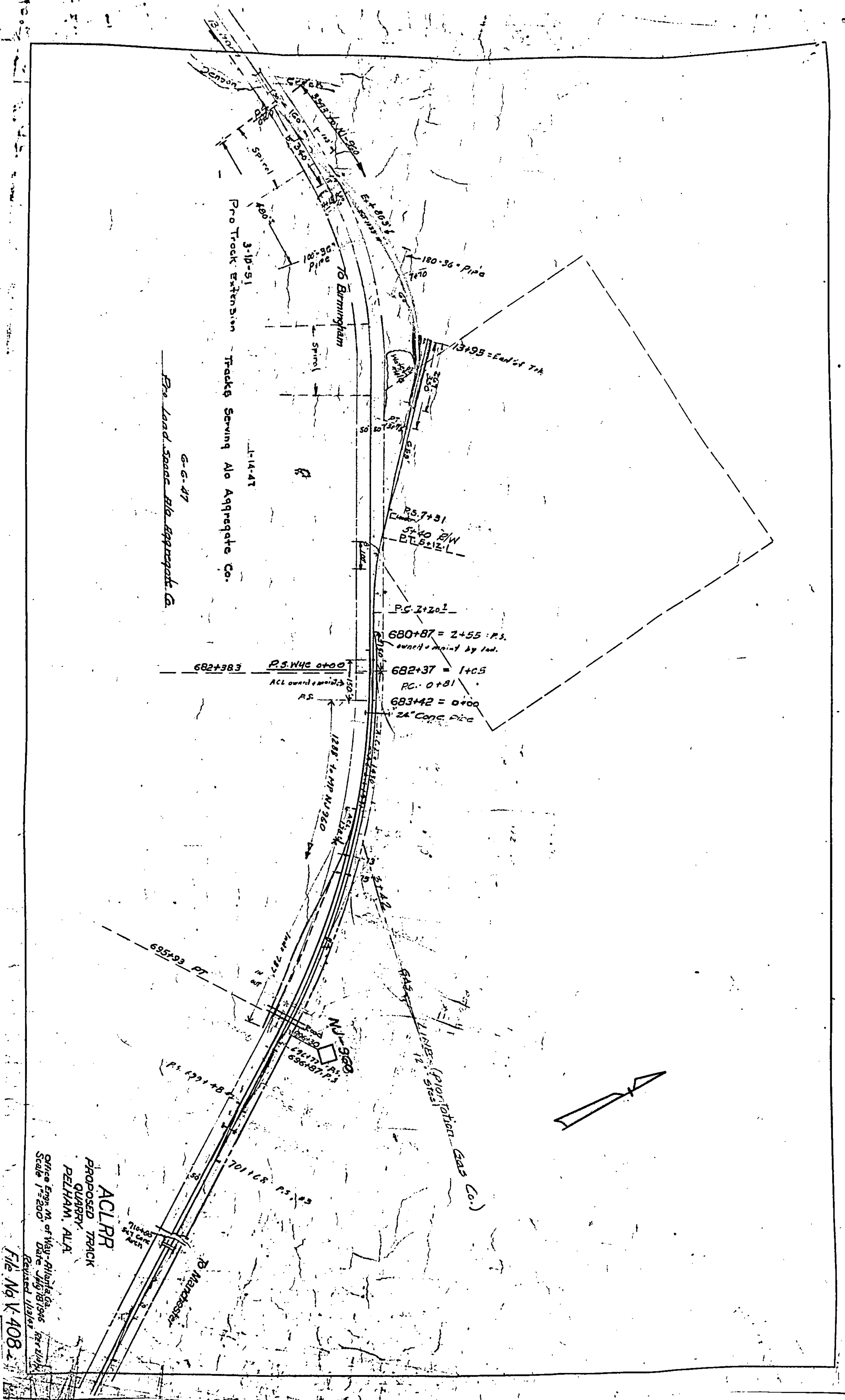
H. L. Chastain
Acting Superintendent.

Approved:

W. A. Seel
Engineer Maintenance of Way.

Approved:

J. J. Stockard
Acting General Superintendent.



— indicate yellow } as agreed to in
 — indicate green } agreement

ACLRR
 PROPOSED TRACK
 PELHAM, ALA.
 Office Engr. M. of Way, Atlanta, Ga.
 Scale 1"=200'
 Date July 18, 1946
 Revised 1/19/47
 File No. V-408