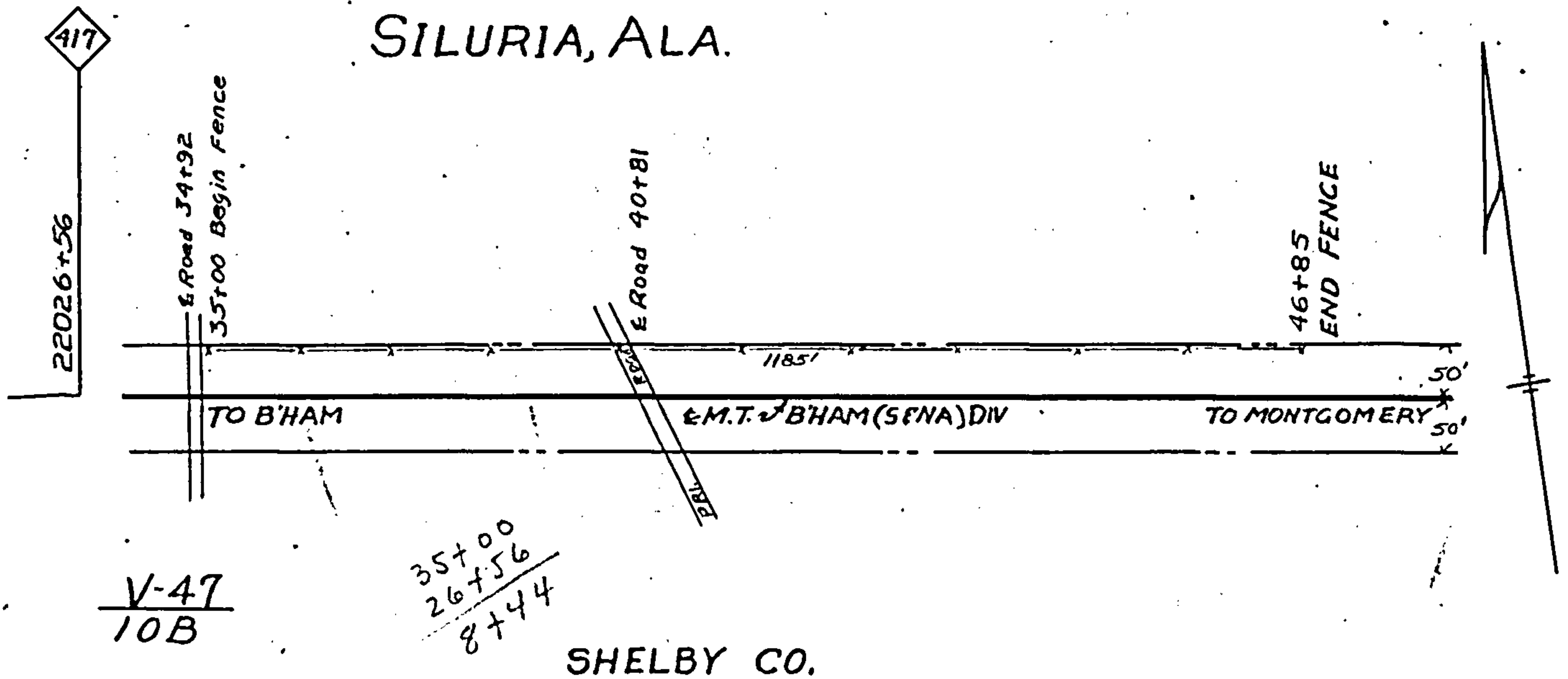


## LOUISVILLE &amp; NASHVILLE RAILROAD COMPANY

THIS CONTRACT, ENTERED INTO THIS 18th DAY OF June, 1954  
 BETWEEN JAMES T. JOHNSON, An Individual S&NA  
 OF THE COUNTY OF Shelby, STATE OF Alabama Siluria Hill Line  
418  
 PART y OF THE FIRST PART, AND THE LOUISVILLE AND NASHVILLE RAILROAD COMPANY, PARTY OF THE SECOND PART.

WITNESSETH, THAT: WHEREAS, THE SAID PART y OF THE FIRST PART THE OWNER OF CERTAIN LAND FRONTING 1185 LINEAL FEET, MORE OR LESS, ON North SIDE OF THE RAILROAD OF THE PARTY OF THE SECOND PART, ON MILE 418 OF Birmingham (S&NA) DIVISION, CIVIL DISTRICT NO. Siluria Shelby COUNTY, STATE OF Alabama, AND DESIRES S TO BUILD A LAWFUL FENCE ON his OWN LAND BUT IMMEDIATELY ADJACENT TO THE RIGHT-OF-WAY OF THE PARTY OF THE SECOND PART AND DISTANT 50 FEET FROM THE CENTER OF ITS MAIN TRACK, AS SHOWN ON THE FOLLOWING SKETCH:



NOW, THEREFORE, IN CONSIDERATION OF THE PARTY OF THE SECOND PART FURNISHING AT THE DEPOT AT Siluria STATION, THE WIRE AND STAPLES SUFFICIENT TO CONSTRUCT A LAWFUL RIGHT-OF-WAY FENCE, THE SAID PART y OF THE FIRST PART HEREBY AGREES, FOR himself, his HEIRS AND ASSIGNS, THAT he WILL FURNISH THE BALANCE OF THE MATERIAL AND WILL ERECT AND PERPETUALLY MAINTAIN SUCH FENCE AT his OWN COST AND EXPENSE.

IT IS FURTHER AGREED THAT ALL FUTURE REPAIRS TO SAID FENCE SHALL BE MADE ON THE SAME BASIS, I.E., THE PARTY OF THE SECOND PART SHALL FURNISH THE WIRE AND STAPLES AND THE PART y OF THE FIRST PART, his HEIRS AND ASSIGNS, SHALL FURNISH THE BALANCE OF THE MATERIALS AND DO THE WORK.

IT IS FURTHER AGREED THAT IF GATES ARE CONSTRUCTED IN SAID FENCE, IT SHALL BE THE DUTY OF THE PART y OF THE FIRST PART, his HEIRS AND ASSIGNS, TO KEEP SAID GATES CLOSED.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO THAT IN ENTERING INTO THIS CONTRACT, THE PARTY OF THE SECOND PART DOES NOT WAIVE OR SURRENDER ANY RIGHT WHICH IT NOW HAS OR MAY HEREAFTER HAVE IN THE LAW TO A GREATER WIDTH OF RIGHT-OF-WAY THAN 50 FEET ON EACH SIDE OF THE CENTER LINE OF SAID TRACK.

THE AGREEMENTS OF THE PART y OF THE FIRST PART IN THIS CONTRACT CONTAINED SHALL BE COVENANTS RUNNING WITH THE ABOVE-DESCRIBED LAND OF THE PART y OF THE FIRST PART AND SHALL BE BINDING UPON NOT ONLY THE PART y OF THE FIRST PART BUT ALSO UPON his HEIRS AND ASSIGNS AND ALL PERSONS WHO MAY HEREAFTER BECOME THE OWNER OF SAID LAND.

IN TESTIMONY WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS THE DAY AND YEAR FIRST ABOVE WRITTEN.

James T. Johnson

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

BY RE. PARVILL VICE PRESIDENT





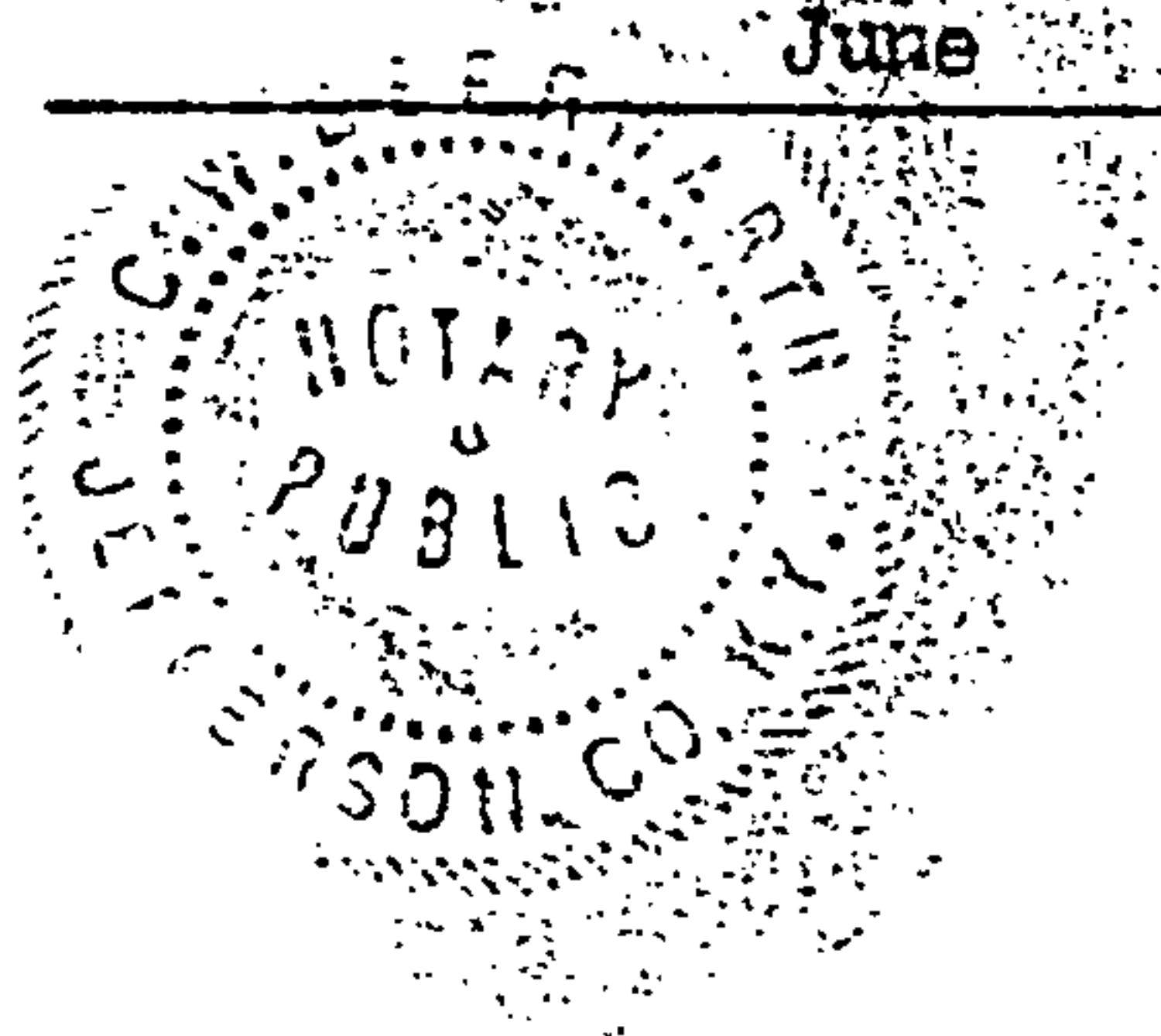
STATE OF KENTUCKY )  
JEFFERSON COUNTY )

BOOK 107 PAGE 323

I, C. W. Beerwarth, a Notary Public in and  
for said county in said state, hereby certify that R. C. Parsons,  
whose name as Vice President of the Louisville and Nashville Railroad  
Company, is signed to the foregoing instrument, and who is known to me,  
acknowledged before me 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 Company.

My commission expires as Notary Public April 29, 1955.

Given under my hand and seal of office this 18th day of  
June, 1954.



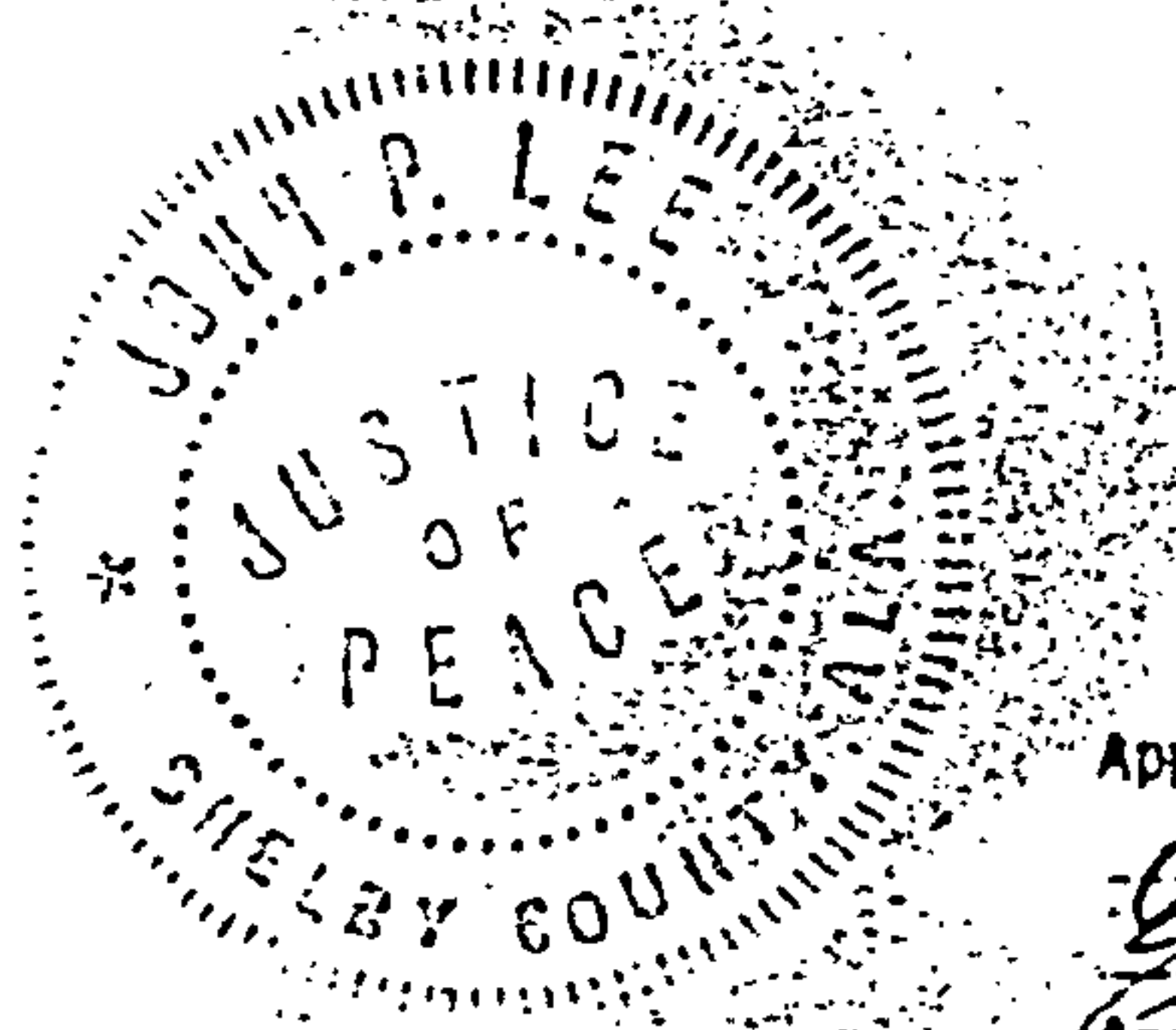
C. W. Beerwarth  
Notary Public, Jefferson County,  
Kentucky

STATE OF ALABAMA )  
SHELBY COUNTY )

I, John P. Lee, a Notary Public in and for  
said county in said state, hereby certify that James T. Johnson, an  
individual, is signed to the foregoing instrument, and who is known to  
me, acknowledged before me on this day, that, being informed of the  
contents of this instrument, he executed the same voluntarily for and  
as himself.

My commission expires as Notary Public Jan 14 1957

Given under my hand and seal of office this 25 day of  
June, 1954.



Approved for recording: 7/1/54  
John P. Lee R. E. Agt.  
Approved for filing: 7/17/54  
Gen. Atty.

John P. Lee  
Notary Public, Shelby County,  
Alabama

Filed in the office of the Probate Judge on the 30 day of July 1954 at 8 o'clock P.  
and recorded in Deed Book 162 Page 222 this 4 day of Aug 1954.  
Deed Tax        Mortgage Tax        has been paid.

L.C. Walker, Judge of Probate