

1715

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THIS AGREEMENT, made and entered into by and between

SOUTHERN RAILWAY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Virginia, hereinafter for convenience styled the Railway Company, party of the first part; and

UNITED CEMENT COMPANY, INC., a corporation organized and existing under and by virtue of the laws of the State of Alabama, hereinafter for convenience styled the Lessee, party of the second part;

W I T N E S S E T H:

THAT the RAILWAY COMPANY, for and in consideration of the rents or sums of money herein reserved to be paid to it by the Lessee, and of the covenants of the Lessee upon its part faithfully to be kept and performed, as hereinafter expressed, has leased, and by these presents does lease, unto the Lessee, the following described relay rails and joints, now in the possession of the Lessee, to wit:

(GROUP A)

|  | <u>Gross Tons</u> |
|--|-------------------|
| 3,337 Lineal feet of 85-lb. relay rail | 42.2091           |
| 116 100% 85-lb. relay joints           | 2.5893            |
| Total - (Group A)                      | 44.7984.          |

(GROUP B)

|                                      |        |
|--------------------------------------|--------|
| 621 Lineal feet of 85-lb. relay rail | 7.8549 |
| 20 100% 85-lb. relay joints          | .4464  |
| Total - (Group B)                    | 8.3013 |

SAID rails and joints hereinbefore described in Group A having been heretofore delivered to the Lessee by the Railway Company on the 2nd day of January, 1956, at ROBERTA, in the State of Alabama, and said rails and joints hereinbefore described in Group B having been heretofore delivered to the Lessee by the Railway Company on the 1st day of May, 1957, at said Roberta, and used and to be used by the Lessee in the construction of (a) that portion of an industrial track to be known as Track No. "1" extending from survey station 16 + 66.72 thereon to the easterly terminus thereof and (b) that portion of a second industrial track to be known as Track No. "2" extending from the frog therein to the easterly terminus thereof, at said Roberta; said Track No. "1" to spring from the main track of the Railway Company

running between York and Atlanta Junction, at a point thereon 1683 feet west of Milepost 134-N, and to extend thence in a southeasterly direction, thence in a southerly and thence in an easterly direction for a distance of 3356.53 feet, more or less; and said Track No. "2" to spring from said Track No. "1" at survey station 20 + 96.54 thereon, and to extend thence in an easterly direction for a distance of 408.5 feet, more or less; both of said industrial tracks to be located entirely within the limits of the County of Shelby, in the State of Alabama.

TO HAVE AND TO HOLD the said rails and joints hereinbefore described in Group A unto the Lessee for a term beginning as of the 2nd day of January, 1956, and TO HAVE AND TO HOLD the said rails and joints hereinbefore described in Group B unto the Lessee for a term beginning as of the 1st day of May, 1957, and to continue thereafter until such time as either party hereto shall terminate this agreement by serving upon the other sixty (60) days' notice, in writing, of the election so to do.

AND the LESSEE hereby covenants and agrees:

1. That it will pay unto the Railway Company for the use of said rails and joints rental at the rate of THREE DOLLARS (\$3) per gross ton per annum, a full year's rental for each of said groups to be payable for any fractional part of a year; said rental to be payable annually in advance; beginning as of the 2nd day of January, 1956, for Group A and as of the 1st day of May, 1957, for Group B.

2. That it will use the said rails and joints for the purpose hereinbefore mentioned, and will use the same for no other purpose.

3. That it will not assign this lease, or sublet the said rails and joints, or any part thereof, to any third person or persons, except upon the consent, in writing, of the Railway Company.

4. That it will pay all taxes which may be assessed upon said industrial tracks or against the Railway Company by reason of its ownership of said rails and joints.

5. That it will, at all times during the life of this agreement, keep a sufficient number of cross ties under said rails to prevent the same from bending or kinking.

6. That the Railway Company may, at its option, declare this agreement



and all of the rights of the Lessee hereunder, notwithstanding the term hereby created, or any thing in this agreement to the contrary, to be terminated in any one or more of the following events, viz:

(a) if the Lessee shall be in default in the payment of the annual rental herein reserved for thirty (30) days after the same shall be due, or

(b) if the Lessee shall violate any of the covenants of the Lessee in this agreement, or

(c) if the Lessee shall become insolvent or bankrupt, or the property of the Lessee shall be placed in the hands of a receiver or trustee, or taken from the control of the Lessee by operation of law or otherwise.

AND upon declaration of termination by the Railway Company in a written notice to the Lessee, or any one lawfully holding in place of the Lessee, and at all events upon the termination of this agreement as hereinbefore provided, the Lessee will forthwith return the said rails and joints to the Railway Company in good condition, ordinary wear and tear excepted, loaded upon cars on tracks of the Railway Company at Roberta, Alabama; or in default of such return of said rails and joints by the Lessee, the Railway Company may enter upon said rails and joints wheresoever the same may be, take physical possession thereof, and load the same upon cars and deliver on tracks of the Railway Company at said Roberta, Alabama, at the cost and expense of the Lessee, and again possess and enjoy the said rails and joints as of its own proper estate.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and their corporate seals to be hereunto affixed and attested by their respective officers thereunto duly authorized, as of the 6<sup>th</sup> day of Dec, 1957.

L. S.  
ATTEST:

Assistant Secretary.

L. S.  
ATTEST:

Secretary.

SOUTHERN RAILWAY COMPANY,  
By

Vice President.

UNITED CEMENT COMPANY, INC.,  
By

President.

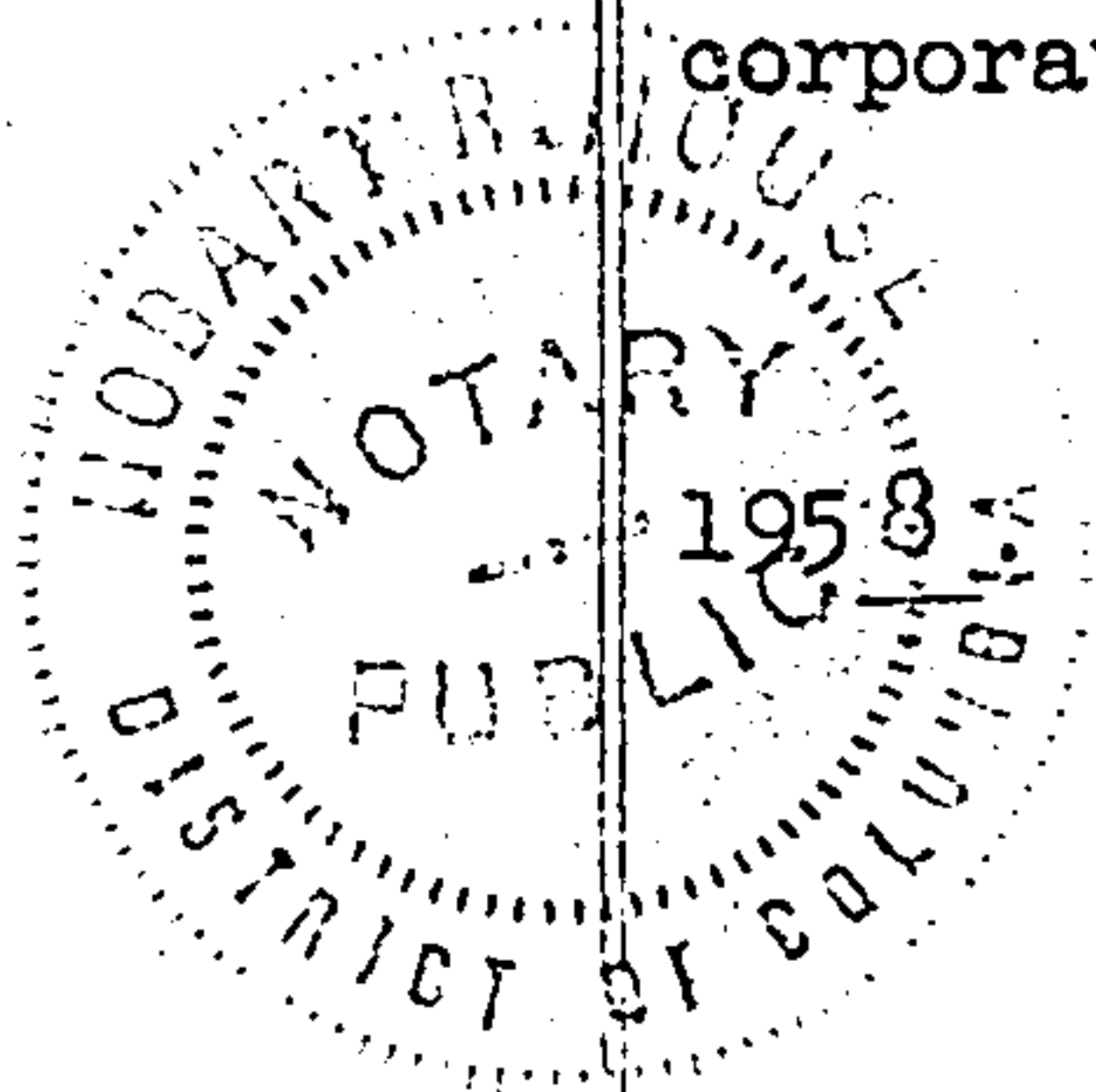
DISTRICT OF COLUMBIA,  
City of Washington.

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ss:

I, Hobart R. House, a Notary Public in and for the District of Columbia, hereby certify that D. W. Brosnan, whose name as Vice President of Southern Railway Company, a corporation, 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 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 official seal, this 4th day of January,



Hobart R. House  
Notary Public in and for the District of Columbia.

My commission expires November 14, 1961.

STATE OF ALABAMA,

ss:

SHELBY County.

I, J. J. Blakely, a Notary Public in and for said County, in said State, hereby certify that PHILIP J. KYSER, whose name as THE President of United Cement Company, Inc., a corporation, 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 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 official notarial seal this 6th day of December, 1957.

(SEAL)



J. J. Blakely  
Notary Public.

Notary Public, State of Alabama at Large  
My commission expires Aug. 29, 1960.  
Bonded by Employers Liability Assurance Corporation.

My commission expires

State of Alabama, Shelby County  
I, L. C. Walker, Judge of Probate hereby certify that the within agreement was filed in this office for record the 14 day of Feb. 1958 at 8 o'clock A.M. and recorded in 191 Page 425 & examined 2 C Walker has been paid.  
and the Mortgage Tax of \$ — Deed Tax of \$ —  
Fee \$ 2.50 Judge of Probate