

Form 215--Sheet 1

Revised March 1, 1926.

This Agreement, made this 2nd day of September, 1936, between the Charleston & Western Carolina Railway Company, hereinafter for convenience referred to as the Railway, and J. P. Rosamond, of Greenville, South Carolina, hereinafter for convenience referred to (severally, if more than one) as the Industry;

Witnesseth:--that

Whereas, the Industry desires track facilities, hereinafter called sidetrack, for the economical and convenient conduct of the business of the Industry, at or near Simpsonville Station, County of Greenville, State of South Carolina, described as follows: Commencing at a point about 1659 feet southeast of mile post 118 on the Greenville Branch line of the Railway, and extending in a northwesterly direction a distance of 347.5 feet, being 150 feet from the switch point to the clearance point, 197.5 feet beyond the clearance point and on the right of way of said Railway, and in accordance with plan dated September 2, 1936, hereto attached and made a part hereof, on which said sidetrack is shown in red and green.

The sidetrack herein described was constructed under an agreement dated March 24, 1930, between the Railway and the Fountain Inn Oil & Fertilizer Company, the Railway having furnished all labor and material for constructing that part between the switch point and the clearance point, or the first 150 feet, and the Fountain Inn Oil Mill & Fertilizer Company having furnished all labor and material for constructing that part beyond the clearance point. The Railway owns the first 150 feet of said sidetrack and J. P. Rosamond owns the remainder. The said contract of March 24, 1930, is hereby cancelled.

Now, therefore, in consideration of the covenants and agreements herein contained, it is mutually agreed that the said sidetrack shall be constructed and maintained, and the Railway hereby agrees to operate the same, under the following terms and conditions:

1. Right of way.

(a) marked out

(b). The cost and expense of procuring or complying with any ordinance, order, permit or consent whatsoever, at any time, and from time to time adopted or required by municipal, County, State or other lawfully constituted authorities in connection with the construction, operation, maintenance and/or use of said sidetrack shall be borne by the Industry.

(c.) The Railway, its officers and employes, shall have the right to enter upon the property of the Industry, for the purpose of constructing, maintaining and/or operating said sidetrack.

2. (marked out)

3. Maintenance.

(a). Said sidetrack shall be maintained and/or renewed to the satisfaction of the Chief Engineer, or other proper officer of the Railway; the work shall be performed and the cost thereof borne as follows:

(b). The Railway shall maintain and/or renew said sidetrack from the switch point to the clearance point.

(c). The Industry shall, without cost to the Railway, maintain and/or renew that portion of said sidetrack beyond the clearance point.

4. Ownership.

(a). The title and ownership of said sidetrack shall be as follows:

(b). Track material furnished by the Railway, at its expense, and laid in said sidetrack shall remain the property of the Railway, and may be by it removed from said right of way after the termination of this agreement.

(c). Track material furnished by the Industry and laid in said sidetrack shall remain the property of the Industry, subject to use hereunder by the Railway. Upon discontinuance of the use of said sidetrack for the purposes of the Industry, such material may be removed from said right of way at the sole expense of the Industry, but, at the option of the Railway, by its employes, unless the Railway shall then desire to purchase such material, which it shall have the right to do on paying the then value thereof to the Industry.

5. Use.

(a) The Railway shall have the right to use, without cost, the whole or any part of said sidetrack for general railway purposes and to reach industries, if any, located thereon or reached thereby, provided such use shall not unreasonably interfere with the use thereof by the Industry, and to this end the Industry agrees to permit said sidetrack to be extended or connected with other sidetracks.

(b). The Industry shall not, without the written consent of the Railway, permit or authorize any use, of, extension of, or connection with said sidetrack by or for the benefit of any other person, firm or corporation not one of the parties hereto, nor assign this contract or any rights hereunder.

6. Changes or Enlargement.

(a) If any change, rearrangement, extension or enlargement of said sidetrack or its