

practicable after this agreement has been signed by the parties hereto, and after the owner has obtained the necessary rights-of-way and authority from the City permitting and authorizing the same as herein stipulated.

8th. The said owner will not claim or attempt to claim or collect penalties from the Railway Company for failure to deliver freight moving ~~cars~~ from or to the warehouse herein provided for, for failure to furnish cars for loading, or for failure to promptly transport any freight which may be shipped by or to the said owner, which is to be loaded from or into such warehouse.

9th. The title to all rails, ties, spikes and materials of every kind whatsoever furnished by the Railway Company and used in the construction, equipment and operation of the said spur track, is and shall remain in the said Railway Company. This contract shall continue for a period of ten years from the time hereof as to track No. 1 with the right to renew the same under like terms and conditions at the expiration of the said time. Provided, however, in so far as the tracks designated as tracks, No. 2 and No. 3 are concerned, the same shall be and hereby is perpetual, and the maintenance, use and operation of said tracks No. 2 and No. 3 shall at no time be interfered with in any way by the owner, its successors and assigns, and can only be discontinued at the pleasure of the Railway Company. And it is further agreed by and between the parties hereto, that in the event of the discontinuance of Track No. 1 for any reason, then and in that event the right-of-way between Station C and the starting point of track No. 1- Station A, beginning at Monaghan Mill track, shall be taken and considered as a part of track No. 2 for the purpose of making effectual the use of said track No. 2. That is to say in the event track No. 1 for any cause is discontinued, then so much of track No. 1 as is necessary to use, enjoy and operate track No. 2, shall be taken and considered, and hereby is fixed for said purpose as a part of track No. 2.

IN WITNESS WHEREOF, The parties to this agreement have hereunto set their hands and seals, this year and day above written. ✓

Witness:

Jesse Cleveland,
T.E. Screven,
W.R. Milford,
V.D. Ramseur,

CHARLESTON & WESTERN CAROLINA RY. CO.

By Jno. B. Cleveland,
President.

MAIN STREET LAND COMPANY

By Davis Furman,
President.

W.L. Gassaway,
Sect.



Appr. J.B. Grin. Appr. A.W. Anderson.

State of South Carolina,
Spartanburg County.

Personally appeared before me Jesse Cleveland who being duly sworn says that he saw the within named Charleston and Western Carolina Railway Company, by its President, John B. Cleveland, sign, seal and as its act deliver the within agreement and that he with T.E. Screven, witnessed the due execution thereof.

Sworn to and subscribed before me
this 9th day of Aug. 1912.

Jesse Cleveland

T.E. Screven (Seal)
Notary Public for S.C.