

AUG 6 1948

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THIS AGREEMENT, Made and entered into this 4th day of June, 1948, by and between the CHARLESTON & WESTERN CAROLINA RAILWAY COMPANY, a corporation created and organized under the laws of the State of South Carolina, hereinafter for convenience styled the Railway, party of the first part, and WOODSIDE MILLS, a corporation created and organized under the laws of the State of South Carolina, hereinafter for convenience styled the Industry, party of the second part:

WITNESSETH, That:

WHEREAS, on the 4 day of June, 1908, a certain contract was entered into between the Railway and The Simpsonville Cotton Mill Company (recorded April 13, 1908, in Book QQQ, Pages 236-237, Office of Register Mesne Conveyance, Greenville County), covering construction, maintenance, ownership, use and operation of sidetrack facilities (designated as Tracks Nos. 1, 2, and 3), serving the Industry, at or near Simpsonville, Greenville County, South Carolina, as in said contract fully set forth, which contract is made a part of this agreement by reference; and

WHEREAS, Woodside Mills has succeeded to all the rights, powers, privileges, and obligations of said The Simpsonville Cotton Mill Company; and

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WHEREAS, the Industry desires and has requested the Railway's permission to relocate and extend said Track No. 3 from the position and length of 348 feet, as shown in yellow on blueprint dated June 4, 1948, hereto attached and made a part hereof, to position and total length of 645 feet, as shown in red and green on said attached blueprint;

NOW, THEREFORE, In consideration of the premises and of the covenants and agreements herein contained on the Industry's part to be kept and performed, it is mutually agreed as follows, to-wit:

First: The Railway shall, at its expense, relocate the first 348 feet of said Track No. 3 from position shown in yellow to position shown in red on said blueprint, except that the Industry shall donate labor costs incident to the 198 feet of said track beyond the 150-foot turnout.

Second: The Industry shall, at its expense, furnish all materials and labor for and shall construct 297-foot extension to said Track No. 3, as shown in green on said blueprint; and, in addition, shall bear expense of all grading, including street work where the track will cross South Avenue, repair the street where existing track is removed, and remove two small structures in the path of the relocated track.

Third: That the Railway shall retain ownership of and shall hereafter maintain the first 348 feet of said Track No. 3 from switch point, as shown in red on said blueprint.

Fourth: That the Industry shall own and shall hereafter maintain the last 297 feet of said Track No. 3, as shown in green on said blueprint.

Fifth: That said relocated and extended Track No. 3 shall be otherwise subject to all of the terms and conditions of said agreement dated 4 day of June, 1908, hereingbove referred to.

IN WITNESS WHEREOF, The parties hereto have executed these presents in