

THIS AGREEMENT, made this 9th day of July, 1948, between the CHARLESTON & WESTERN CAROLINA RAILWAY COMPANY, hereinafter for convenience referred to as the Railway, and Peyton Guthrie, P. E. Guthrie, Chilton Guthrie, Mrs. Miriam Guthrie Martin, Mrs. Cressie Guthrie Money-maker, and Mrs. Dona Guthrie, partners, trading under the name and style of QUALITY COAL COMPANY,

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 Greenville Station, County of Greenville, State of South Carolina described as follows: Commencing at a point ~~about~~ ~~feet~~ ~~from~~ ~~the~~ ~~line~~ ~~of~~ ~~the~~ ~~Railway~~ ~~and~~ ~~extending~~ ~~in~~ ~~a~~ ~~southerly~~ ~~direction~~ ~~a~~ ~~distance~~ ~~of~~ ~~feet~~ ~~from~~ ~~the~~ ~~switch~~ ~~point~~ ~~to~~ ~~the~~ ~~clearance~~ ~~point~~ ~~and~~ ~~extending~~ ~~in~~ ~~a~~ ~~southerly~~ ~~direction~~ ~~a~~ ~~distance~~ ~~of~~ ~~feet~~ ~~beyond~~ ~~the~~ ~~clearance~~ ~~point~~ ~~and~~ ~~on~~ ~~the~~ ~~right~~ ~~of~~ ~~way~~ ~~of~~ ~~said~~ ~~Railway~~ ~~and~~ ~~extending~~ ~~in~~ ~~a~~ ~~southerly~~ ~~direction~~ ~~a~~ ~~distance~~ ~~of~~ ~~feet~~ ~~beyond~~ ~~the~~ ~~limits~~ ~~of~~ ~~the~~ ~~right~~ ~~of~~ ~~way~~ ~~and~~ ~~the~~ ~~property~~ ~~of~~ ~~the~~ ~~Industry~~ in "Swamp Rabbit" track of the Railway (said point being 8685 feet west of point of switch of said "Swamp Rabbit" track in main track of the Railway - said latter point of switch being 3331 feet southwest of mile post 130 on the Greenville Branch Line of the Railway) and extending in a southerly direction a distance of 426 feet, being 120 feet from switch point to right of way line, 30 feet from right of way line to clearance point, and 276 feet from clearance point to end,

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in accordance with plan dated July 9, 1948, hereto attached and made a part hereof, on which said sidetrack is shown in red and green;

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). The Industry shall provide, without cost to the Railway, all necessary right of way outside of the right of way of the Railway, required for the proper construction and operation of said sidetrack, said right of way to be satisfactory to the Chief Engineer or other proper officer of the Railway.

(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. CONSTRUCTION.

(a). The cost of constructing said sidetrack, including roadbed, trestles, drains, bridges and all other appurtenances in connection therewith, shall be borne as follows:

(b). The Railway shall furnish, at its expense, all material and labor for and shall construct the sidetrack from the switch point to the clearance point, except grading.

(c). The Industry shall, without cost to the Railway, furnish all material and labor for and shall, in a manner satisfactory to the Railway, construct the sidetrack beyond the clearance point. The Industry shall also, without cost to the Railway, perform the grading for that portion of the sidetrack from switch point to clearance point.