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FILED GREENVILLE CO. S. C.

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Sheet 1

OLLIE FARNSWORTH
R.M.C.

THIS AGREEMENT, made this 29th day of March, 1954, between the CHARLESTON & WESTERN CAROLINA RAILWAY COMPANY, a corporation created and organized under the laws of the State of South Carolina, hereinafter for convenience referred to as the Railway, and SMITH & BROOKS, Inc., a corporation created and organized under the laws of the State of South Carolina, hereinafter for convenience referred to as the Industry;

WITNESSETH:-that

WHEREAS, the Industry desires the use of track facilities, hereinafter called sidetrack, for the economical and convenient conduct of the business of the Industry, at or near Fountain Inn Station, County of Greenville, State of South Carolina, described as follows:

Commencing at a point about 1086 feet northwest of Mile Post 112 on the Greenville Branch Line of the Railway (as measured from Augusta, Georgia), and extending in a north-westerly direction a distance of 768 feet, being 150 feet from the switch point to the clearance point, 285 feet beyond the clearance point, on right of way of the railway, and 333 feet beyond the limits of the right of way of the railway for which an easement is to be provided for the railway as hereinafter set out - in accordance with plan dated March 29, 1954, hereto attached and made a part hereof, on which said sidetrack is shown in red.

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

1. RIGHT OF WAY.

(a) The Industry hereby grants and conveys to the Railway an easement or right of way upon and over the lands of the Industry, seventeen (17) feet in width; that is to say, eight and one-half (8½) feet on each side of the centerline of the last 333 feet of the sidetrack, and shown on the blueprint hereto attached, together with such additional widths as may be necessary for slopes and fills.

(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 operation, maintenance and/or use of said sidetrack shall be borne by the Industry.

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

Part to this Agreement Recorded in Book EE - Page 12