

(c) Upon termination of this agreement the Railway shall have the right to enter upon the property of the Industry and upon any right of way provided by the Industry and to remove therefrom any or all of the material owned by the Railway, and shall not be liable to account in any way to anyone for monies paid or expended on account of any of the track or tracks covered by this agreement, nor for any damages resulting from the removal of any or all of the material owned by the Railway.

(d) Covenants 1, 3, 4, 5, 6, 7 and 8 of this agreement are intended and shall be construed to be covenants running with the land of the Industry.

(e) Unless terminated as hereinabove provided this agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

11. CONVEYOR PIT.

(a) It is further expressly understood and agreed that the Industry shall, at its expense and in a manner satisfactory to the Engineer Maintenance of Way of the Railway, have the right to maintain a conveyor pit beneath said sidetrack, the location of said conveyor pit being more fully shown in green on said blueprint attached as a part hereof. It is further understood that the Industry shall and does hereby assume and agrees to hold harmless the Railway against and from all loss, costs and expense whatsoever in connection with injury or death to persons or loss of or damage to property caused by or in any way connected with the maintenance, operation or presence of said conveyor pit, and/or for loss of or damage to said conveyor pit resulting from the operation of engines, cars or trains on said sidetrack, and whether such injury, death, loss or damage results from negligence of the Railway, its agents, or otherwise.

This Agreement cancels and supercedes the one dated February 7, 1947, between the Railway and Rabb & Smith, Inc., covering said sidetrack.

NOTE: Following changes made in this Agreement prior to execution of same:
Clause 2: Eliminated.
Clause 4: Paragraph (c) eliminated.
Clause 5: Paragraph (b), third line, the following words eliminated: "not one of the parties hereto, nor assign this contract or any rights hereunder".
Clause 8: Paragraph (a), first line, the following words eliminated: "After the completion of said sidetrack". Paragraph (d), second line, the words "construction and" eliminated.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly signed, sealed and delivered the day and year first above written.

Witnesses for Railway:

E. J. Alley
R. D. Jewett

CHARLESTON & WESTERN CAROLINA RAILWAY COMPANY,

By B. S. Sweeney
Vice-President

Attest:

By W. T. Marable
Assistant Secretary (SEAL)
W. T. MARABLE

Witnesses for Industry:

E. W. Morrow Jr.
H. F. Hellmeyer

SMITH & BROOKS, INC.,
By Walter H. Smith
President

Attest:

By H. C. Brown
Secretary (SEAL)

Approved: C. Wick
Engineer Maint. of Way

Approved: H. C. Brown
General Solicitor

Approved: W. S. Sweeney
General Manager