

An Agreement, made and entered into this 25th, day of Sept. 1910 by and between SOUTHERN RAILWAY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Virginia, hereinafter for convenience styled the Railway Company, party of the first part: and VIRGINIA-CAROLINA CHEMICAL COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New Jersey, party of the second part: WITNESSETH:

THAT THE RAILWAY COMPANY, for and in consideration of the covenants of the party of the second part, hereinafter expressed, hereby agrees:

1. That it will lay and construct, and will maintain and operate, for the purpose of affording unto the party of the second part facilities for the shipment of its freights, and until this agreement and license shall be terminated as hereinafter provided, three (3) industrial tracks, at GREENVILLE, in the County of Greenville, and State of South Carolina

which may be described as follows, to-wit:

TRACK No. 1: A spur track to spring from the main track of the Railway Company running between Columbia and Greenville, at a point thereon 398 feet southwest of Milepost No. 141, and to extend thence in a southwesterly direction, for a distance of 1530 feet, more or less; of which 565 feet will be upon the present right of way of the Railway Company for its said main track, and 965 feet, more or less upon a right of way hereinafter granted to the Railway Company.

TRACK No. 2: A spur track to spring from said track No. 1, to a point thereon 200 feet from the said point of connection thereof with the said main track of the Railway Company, and to extend thence, in a southwesterly direction, for a distance of 853 feet, more or less; of which 264 feet will be upon the present right of way of the Railway Company and 589 feet, more or less, upon a right of way hereinafter granted to the Railway Company.

TRACK No. 3: A side track to spring from said track No. 1, at survey station thereon No. 8 plus 40, and to extend thence, in a southwesterly direction, and entirely upon the right of way hereinafter granted to the Railway Company, for a distance of 690 feet, more or less. All being substantially as shown upon the blue-print map hereto annexed and made a part of this agreement.

AND THE PARTY OF THE SECOND PART hereby covenants and agrees, in consideration of the advantage to be by it derived from the operation of said Industrial Tracks:

2. That it will, and hereby does, grant unto the Railway Company, its successors and assigns, the right or license to construct, maintain and operate the said tracks, during the life of this agreement, upon the strips of land or premises belonging to the party of the second part, as shown on the blue-print attached hereto and designating said right of way; it being understood, however, that it is not intended hereby to grant unto the Railway Company an interest in said land, but only a license as aforesaid; the title to the said land to remain at all times in the party of the second part, its successors and assigns, and the title to said tracks in the Railway Company, its successors and assigns.

3. That the agreed estimated cost of the construction of said industrial tracks is Fourteen thousand, Four hundred dollars (\$14,400.) and as a condition precedent to any obligation of the Railway Company to begin the work of construction, to the party of the second part will advance and pay to the Railway Company, upon demand, the sum of EIGHT THOUSAND DOLLARS (\$8,000.) as a contribution to the cost of construction. In the event that the actual cost of construction of said tracks shall be found, upon completion thereof, to be more or less, than the estimated cost aforesaid, then and in such event, the difference between the amount of the estimated cost aforesaid and the actual cost shall be adjusted between the parties hereto: the party of the second part to pay to the Railway Company, on demand, in the event that the actual cost exceeds the estimated cost, or the Railway Company to repay unto the party of the second part, on demand, in the event the actual cost is less than the estimated cost, such proportion of the difference between the actual and the estimated cost as the contribution by the party of the second part aforesaid bears to the estimated cost aforesaid.

4. That the Railway Company shall have entire control of said industrial tracks and the operation thereof, and may use the same as well for the business of third persons, not-