

Q. Q. Q.

State of South Carolina,
Greenville County

This Contract and Agreement, made and entered into in duplicate this First day of March, 1906, by and between the Charleston and Western Carolina Railway Company, a corporation, acting herein by J.B. Cleveland, its President, duly authorized, party of the first part; and by the Reedy-River Manufacturing Company, a Corporation, acting herein by James H. Maxwell, its President and Treasure, duly authorized, party of the second part.

Whereas, the said party of the second part has requested the said party of the first part to erect a coal chute a short distance from the railroad of the party of the first part, and has also requested the said party of the first part to put in a spur track to the said coal chute of the party of the second part, as is more clearly shown on the accompanying blue print, which is made a part of this contract. Now therefore, This Contract and Agreement Witnesseth: That for and in consideration of the premises and of the mutual advantages to accrue to the parties hereto, the said party of the first part does hereby covenant and agree with the party of the second part that it will construct said spur track and coal chute upon the following terms and conditions, to wit: First, said spur track and coal chute shall be put in as soon as it is reasonably practicable after this agreement has been signed by the parties hereto, and shall be maintained by the party of the first part in good condition. Second.- Said party of the Second part covenants and agrees with the said party of the first part to provide at its own expense the necessary right-of-way for such portion of said spur track as may not be upon the right-of-way of the said party of the first part. Third.- It is further distinctly understood and agreed that the party of the Second part guarantees to ship a reasonable amount of business after the completion of said spur track, and in the event of its failure to do so, will refund to the party of the first part all expenditures made by it in connection with said track; and will further concede the right of the said party of the first part to cancel this agreement and remove the track. Fourth.- Said party of the second part covenants and agrees with the said party of the first part that after the construction of said spur track, it will ship and receive over the road of the said party of first part all goods to be delivered at or received from points reached by said road, and its connecting roads or lines, provided, that the rates of freight charges be not higher than the rates over other transportation companies for like goods to or from such points. Fifth.- Said party of the second part further covenants and agrees with the said party of the first part that it will promptly load and unload, at its own costs, any and all cars which may be moved to and from its said Manufacturing Plant, consigned to or by it; that said cars shall be subject to car service rules; and that all cars placed upon said track, on the property of the said

party of the second part, shall be returned to said party of the first part in the same condition as when delivered, and that in the event of the damage to any such cars while on the property of the said party of the second part, it will make good to the party of the first part all losses occasioned by such damage. Sixth.- Said party of the second part further covenants and agrees that it will, and does hereby, contract to release, protect and save harmless said party of the first part from all damages resulting from fire from locomotives while upon said track, or originating on the right-of-way hereby agreed to be furnished by the said party of the second part, unless said party of the second part can show that the same resulted from the negligence of the said party of the first part, its agents, or employees in the lawful discharge of their duties. Seventh.- This contract is to remain in force for five years from the completion of said Spur track, provided there is no violation of its agreements in the meantime by either party; and at the end of the said period of five years, upon the same terms and conditions, this contract will be renewed for another period of five years as herein set forth, if satisfactory to both parties; provided that the aforesaid plant of the Reedy-River Manufacturing Company is in successful operation at that time; and so on from five years to five years. Should the party of the second part fail to comply with any of the terms of this contract, the party of the first part shall have the right to remove the said spur track at any time, upon thirty day's notice; and the party of the second part shall have the right to have the said spur-track removed upon thirty days notice if the party of the first part fails to perform its part. Eighth.- It is further distinctly understood and agreed between the parties hereto that the title in and to all the rail, ties, spikes and all other material of every kind and description used in the construction and equipment of the spur track and coal chute aforesaid, is and shall remain in the said party of the first part; and that the said party of the first part, its agents, servants or employees, shall have the right to peaceably enter upon the premises of the said party of the second part for the purpose of taking up and removing the said spur track, whenever under the terms of this agreement, it has the legal right to remove it, and that the said party of the first part shall, at any time hereafter, and from time to time during the continuance of this contract, have the right to extend said track so as to reach any other enterprise, or industry, that may be located near, or in the vicinity, of the said spur track, and to hereafter have the free use of said spur track for the movement of its trains, cars and engines to and from such other enterprise or industry.

In witness whereof, the said parties hereto have interchangeably signed, sealed and delivered this contract, this, the day and year above written. Charleston and Western
Signed, sealed and delivered in the presence of: Carolina Railway Company.

Jesse Cleveland,

by Jno B. Cleveland, President [ES]

R. B. Cleveland,

Signed, sealed and delivered in the presence of. Reedy-River Manufacturing Company

Chas M. Rabb, Jr.

by Jas. H. Maxwell,

J. D. Charles.

President and Treasure.

State of South Carolina,
County of Spartanburg.

Personally appeared before me Jesse Cleveland, who being duly sworn says, that he saw the within Charleston and Western Carolina Railway Company by its President, J. B. Cleveland sign, seal and as its act deliver the within written contract, and that he with R. B. - Cleveland witnessed the due execution thereof. Jesse Cleveland.

Sworn to before me this, 20th., day of April A.D. 1906

Thos E. Screven,
Notary Public, for South Carolina.
(Notarial seal)

(see next page for remainder of this contract)