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Charleston & Western Carolina Railway Company

Spur Track Agreement.

State of South Carolina,

County of Greenville.

THIS CONTRACT, made and executed in duplicate, this First day of November 1906, by and between Charleston & Western Carolina Railway Company, a corporation duly organized and existing under the laws of the State of South Carolina hereinafter styled the "Railway Company", party of the first part and Markley Hardware & Manufacturing Company, of the second part, and Mallard Lumber and Bobbin Co. of the third part, witnesseth as follows:

WHEREAS, the party of the second part has requested the Railway Company to Construct a side or spur track for the accommodation and benefit of the party of the second part at or near Greenville, S. C. on the Spartanburg (Greenville branch) Division of the line of railroad of the said Railway Company, commencing at a point about three hundred and forty six (346) feet from the west end of Reedy River trestle, measuring in length about two hundred and seventy (270) feet and with a capacity of about three (3) cars, as will more fully appear and be shown by reference to the blue-print hereto attached upon which the line and route of the said spur track is shown in red, and which blue-print is hereby made a part of this Agreement and is to be taken as a part hereof, and as showing the line of the location and construction of the said spur track as fully as if incorporated herein:

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 Railway Company doth hereby covenant and agree with the said party of the second part, that it will construct said side or spur track upon the following terms and conditions, to wit:

First: The said side or spur track shall be constructed as soon as it is reasonably practicable after this agreement has been executed by the parties to the same.

Second: The said party of the second part covenants and agrees to provide at its own proper cost and expense the necessary right of way for such portion of the said side or spur track as may not be upon the right-of-way of the said Railway Company, and to secure from the owner or owners of any lands whereon the said side or spur track may be constructed the full, complete and perfect right to the said Railway Company, its agents, servants or employees, at any and all times to peaceably enter upon the said lands for the purpose of constructing, building and operating and of taking up, removing and carrying away the said side or spur track, and the consent of the said owner, or owners of the said lands, granting the said right to the Railway Company shall be evidenced by their joining in the execution of these presents, and the said Railway Company shall have the free use of said side track for all of its objects and purposes, subject to the terms and conditions herein set forth, and shall at all times hereafter and from time to time during the continuance of this Contract have the right to extend the said side or spur track, so as to reach any other enterprise or industry that may be located near or in the neighborhood of said side or spur track and thereafter to have the free use of said side or spur track for the movements of its trains, cars and engines to or from such other enterprise or industry.

Third: And the said party of the second part expressly covenants and agrees with the Railway Company that it will at its own proper cost and expense provide, build and furnish and at all times hereafter during the continuance and existence of this contract maintain and keep in good repair such suitable and proper crossings as may be necessary for the intersection of said side or spur track hereinbefore mentioned with the track of any