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Contract No -----
 Charleston & Western Carolina Rwy Co.
 Spur Track Agreement.

State of South Carolina,
 County of Greenville,

This contract made and executed in duplicate, this ----- day of ----- 19---- by and between the Charleston & Western Carolina Ry Company, a corporation created and organized under and by virtue of the laws of the State of South Carolina, hereinafter for convenience called the Railway Company, party of the first part, and the Simpsonville Cotton Mill Company of Simpsonville S.C., part--- of the second part:

Whereas the party of the second part has requested the Railway Company to construct a side or spur track for its use and benefit at or near Simpsonville, in the County of Greenville State of South Carolina, on the Greenville Branch Division of the line of the railroad of the said Railway Company, commencing at a point about 200 feet from Simpsonville station to consist of one main and two spur tracks as will more fully appear by reference to a blue print or Plat of the same hereto attached, as part of this agreement, whereon said side or spur track is shown in red.

Now Therefore, This Agreement Witnesseth: that for and in consideration of the sum of One Dollar, each to other paid by the parties hereto, and in further consideration of the premises, and mutual advantages to accrue to the parties hereto, it is mutually covenanted and agreed by and between said parties as follows to wit:

The Railway Company Covenants and Agrees:

First; that it will furnish all necessary rails, switches, spikes and fastenings and will do the work necessary to lay said rails and construct said track, after said party of the second part have prepared the road-bed therefor, as hereinafter provided.

Second; that it will thereafter deliver cars consigned to the party of the second part at the junction of said track with its main track, and will accept from said Party of the second part cars loaded by it as hereinafter provided, for movement over its lines to destinations, or to connections. The party of the second part covenants and Agrees:

Third; that if the lands of third parties will be occupied or needed it will obtain for the railway Company all necessary rights, of ways for said spur or side track, said right of way to be evidenced by deeds or grants in writing, under seal and acknowledged for record or probated from the owner or owners of all lands crossed or occupied by said side or spur track, said grants to be made to the Railway Company, subject to the terms of this agreement, and in ratification of the terms hereof.

Fourth; That it will grade and prepare the road-bed for said side or spur track in manner satisfactory to the Railway Company and will furnish and deliver on said road-bed all necessary cross-ties and switch-ties.

Fifth; That the Railway Company shall not be liable as a common carrier, nor as a bailee for any property loaded into any car on said side or spur track, until said car is attached or coupled to the engine or train by which it is to be moved from said side or spur track, toward its destination or until a Bill of lading shall have been issued to the party of the second part thereof, and that until said car is so attached or coupled up, or until said Bill of Lading is issued, the said car and its contents shall be deemed and held to be in possession of the party of the second part, so far as liability for the safety and care thereof is concerned.

That said party of the second part further agrees that all shipments consigned to it for delivery on said side or spur track shall be deemed to have been fully and completely delivered as soon as the car or cars containing such shipments shall have been placed on said side or spur track and detached from the engine or train on which it was moved and that said Railway Company shall thereupon be fully and completely relieved of any further liability therefor, either as common carrier or bailee.

Sixth, That the privileges hereby granted as to shipping and receiving goods and merchandise, from or on said side or spur track, shall not extend to any other person or persons that the party of the second part thereto, provided however, the said Railway Company may extend and grant such privileges to other parties under the terms and conditions set forth, but not to such extent or to such number of persons as will interfere with the rights of the party of the second part or impair the utility of the said side or spur track for its proper purposes as herein set out.

Seventh; that from and after the construction of said side or spur track it will ship and receive over the line of railroad controlled and operated by the said Railway Company all goods delivered by it or received by it to and from points reached by the line of railroad of the said Railway Company and its connecting roads or lines, provided that the rate or freight charges of the said Railway Company shall not be higher than the lawful rates over other transportation companies for like goods to and from such points and that reasonably prompt service and delivery is made.

Eight; That it will promptly load and unload at its own proper cost and expense all cars placed on said side or spur track, in accordance with the Rules and Regulations of the Southeastern Car Service Association, subject to demurrage charges thereby provided and that it will return all such cars as may be placed thereon in as good order and condition as when placed there, and that it will promptly pay to the Railway Company all damages sustained by such cars which are in any way due to the acts of commission or omission of said party of the second part, its agents, servants or employees.

Tenth; that the title in the rails, spikes, fastenings and other appliances, furnished by the railway company shall be and remain in the said Railway Company, and that said appliances shall not be or become fixtures upon the real estate whereon said spur is built.

Eleventh, That the said Railway Company shall be released and discharged from and shall not be liable for damage to stock of the party of the Second part, which may be injured or killed on said side or spur track, that it will and does hereby assume the duty of keeping the road-bed ~~and~~ and right of way of said side or spur track clean and clear of combustible and inflammable materials and that the Railway Company shall be released and discharged from any liability for damage by fire set out by its engines while on said side or spur track, unless the party of the second part shall show that such fire was due to defective equipment or conditions of said Engines, which said condition was due to neglect of said Railway Company in failing to equip or repair same after reasonable opportunity to do so. It is further agreed by the said party of the second part that it will and does hereby waive any presumptions of negligence that may be raised by law upon the happenings of any fire, and that it will and does hereby assume the burden of proving that said fire was due to the neglect of said Railway Company its agents or employees.

(see next page)

