

State of South Carolina,

County of Greenville.

This Memorandum of Agreement entered into 17th, day of June, 1911, by and between the Charleston & Western Carolina Railway Company, party of the first part ( hereinafter for convenience styled the Railway Company, and the Long Blue Granite Company, party of the second part;

WITNESSETH:

1. That the Railway Company, in consideration of the covenants and agreements on the part of the Long Blue Granite Company, hereinafter set forth, agrees to estand its freight track, known as Passenger Track No. 2, from its present terminus at the Station in the City of Greenville across Falls Street to a point on the extreme- Western line of the property of the Long Blue Granite Company which fronts on East McBee Avenue, along the back line of said property , parallel with the rear of the buildings proposed to be erected thereon by the Long Blue Granite Company, to furnish all necessary material and to lay the track.
2. The Long Blue Granite Company in consideration of the covenants and agreements on the part of the Railway Company hereinafter set forth agrees as follows:
  - (a) It will secure and cause to be vested in the Railway Company all rights of way for said track and will procure the consent of the City Council of Greenville for the constructing and operation of said side track across Falls Street.
  - (b) It will pay the cost of any changes in the brick wall and shed of the Railway Company made necessary by the extension of said track.
3. The Long Blue Granite Company agrees that in all contracts of lease to be executed by and between the Long Blue Granite Company and its tenants, there shall be provided an agreement on the part of the tenants, that they will ship or cause to be shipped over the lines of the Railway Company and its connections, all freight used or produced in or about the business of said tenants; provided, however, that rates are offered said tenants by the Railway Company which are not in excess of these of competing carriers, for similar services performed in substantially similar circumstances and conditions; and the Long Blue Granite Company, for itself, hereby binds inself to the same agreement.
4. That the Long Blue Granite Company covenants and agrees that it will and hereby does release and discharge, indemnify and save harmless the Railway Company, its successors and assigns, from and against all claims, demands, damages, liabilities, suits, judgements and any sums of money whatsoever accruing, or to accrue to the Long Blue Granite Company, or to any and all other persons or companies, against the Railway Company, for or on account of any loss of or damage to buildings or other structures, or to their contents, by fire or from any other cause, where such damage, loss, injury, etc., is caused or in any manner contributed to by the Railway Company; and whether the same be attributable to the negligence of the said Railway Company, or its agents, servants or employes. And that any insurance it may take out upon buildings or other structures, or their contents, or upon any and all other property of every kind connected therewith shall be so taken out as to make the insurance company the party liable for losses, the policies of insurance to contain provision that for any such losses the insurance company is to have no right of subrogation sgains the Railway Company. And the Long Blue Granite Company further covenants and agrees that in all contracts of lease which may be executed by and between the Long Blue Granite Company and its tenants, similar provisions for the protection of the Railway Company, as above provided, shall be inserted. In the absence of such provisions in said contracts of lease, the Long Blue Granite Company hereby covenants and agrees that it will indemnify and save harmless -

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