

STATE OF SOUTH CAROLINA, ( C O N T R A C T )

GREENVILLE COUNTY.

THIS CONTRACT AND AGREEMENT, made and entered into in duplicate this First day of August, - 1905, by and between the CHARLESTON AND WESTERN CAROLINA RAILWAY COMPANY, a corporation, acting herein by John B. Cleveland, its President, duly authorized, party of the first part, and the FOUNTAIN INN MANUFACTURING COMPANY, of Fountain Inn, S.C. party of the second part. WITNESSETH THAT,

WHEREAS, the said party of the second part proposes to increase the capacity of its Manufacturing plant located a short distance from the road of the party of the first part, and has requested said party of the first part to construct a coal chute, and put in a spur track running to the new building to be located by the said party of the second part, as shown on the accompanying blue print, which is 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 said party of the second part that it will construct said track and coal chute upon the following terms and conditions, to-wit;

FIRST: Said track shall be put in as soon as it is responsibly 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; and the party of the first part shall furnish suitable Cars, and shift the same when necessary and practicable to do so for the business of the party of second part.

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 track as may not be upon the right-of way of the party of the first part; do all the necessary grading for for the Construction of said track; and pay for the entire cost of construction and maintenance of the said coal chute.

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 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 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 connection roads or lines; provided, that the rates or 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 cost, any and all cars which may be removed 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 return 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.

( O V E R )