

said Railway Company) without cost to the Railway Company and under the direction of the Engineer of Roadway of the Railway Company.

(c)- The said owner shall and will procure the necessary authorith from the City of Greenville authorizing and permitting the necessary steps and things to be done in order to properly construct, build, operate and maintain the two said side tracks, and the building and maintaining of the said retaining wall.

(d)- The said spur or side track designated as Track No. 1 is designated and designated to serve certain business of the owner and its tenants on the property of the owner ~~xxxxxxx~~ through which it passes, but the tracks designated as Tracks No. 2 and No. 3 are intended for general railroad purposes, entirely separate from any interests of the owner, and for such interests as may be served thereby in the future and as desired by the Railway Company, and it is not binding on the Company at this time to build or construct the said tracks No. 2 and No. 3, but it has the right which is hereby specifically given and granted by the owner to the said Railway Company, its successors and assigns, to build, construct, maintain and operated the said tracks No. 2 and No. 3 at any time in the future that it may elect so to do, on the said right-of-way and as designated on said blue print, and for the purposes stated herein, to all of which the owner agrees and binds itself, its successors and assigns.

3rd. The said owner agrees that in all contracts or leases to be executed by and between the owner, its certain successors or assigns, and its or their tenants, there shall be provided ~~and~~ an agreement on the part of the said tenants that they will ship or caused to be shipped over the lines of the Railway Company and its connections, all freight used or produced in or about the business of the said tenants, provided however, that rates are offered the said tenants by the Railway Company not in excess of those of competing carriers for similar services, performed under similar circumstances or conditions.

4th. The said owner shall and will and does hereby agree to ~~xxx~~ release and discharge, and to indemnify and save harmless the Railway Company, its successors and assigns from and against any and all claims, demands, suits, judgements and sums of money whatsoever accruing, or to accrue, to the said owner, and to any and all persons against the Railway Company for, or on account of, the loss of or damage to any goods or wares stored or left by the owner or other person or persons, in or on the said premises, and also against any loss of or any damage to any and all buildings or other structures thereon- whether such losses or damages are the result of fire caused by the Railway Company, or its employees, or otherwise. And the said owner further agrees that any insurance it may take out on buildings on the said premises or on the contents thereof, and on any and all property of every kind whatsoever connected therewith, shall be so taken out as to make the insurance company the party liable for losses by fire- the policies of insurance to contain provisions to the effect that for any such losses the insurance company is to have no right of subrogation against the Railway Company.

5th The owner further agrees for itself, its successors and assigns, that all rent contracts with its tenants located on the property through which said side track passes, and served thereby, shall be in writing and shall contain the provisions set out in paragraphs 3 and 4 of this contract.

6th It is expressly agreed that no change or alteration can be made in this contract except the same be in writing, signed by an duly authorized officer of the Railway Company, and the terms and conditions of this contract cannot be waived, vhanged or modified in any way by parole.

7th The said spur track designated as Track No. 1 shall be put in as soon as it is reasonably -

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