

THIS AGREEMENT, made this 7th day of April, 1947, between the CHARLESTON & WESTERN CAROLINA RAILWAY COMPANY, a corporation created and organized under the laws of the State of South Carolina, hereinafter for convenience referred to as the Railway, and CITIZENS LUMBER COMPANY, INC., a corporation created and organized under the laws of the State of South Carolina, hereinafter for convenience referred to as the Industry;

WITNESSETH:-that

WHEREAS, the Industry desires track facilities, hereinafter called sidetrack, for the economical and convenient conduct of the business of the Industry, at or near Greenville Station, County of Greenville, State of South Carolina, described as follows:

Commencing at a point about 8965 feet west of mile post 130 on the Greenville Branch Line of the Railway (as measured from Augusta, Georgia), and springing from "Bleachery Spur Track" in a southeasterly direction a distance of 452 feet, being 150 feet from the switch point to the clearance point, and 302 feet beyond the clearance point; the first 105 feet from switch point being on right of way of the Railway; the remaining 347 feet being beyond the limits of the right of way of the Railway; the Industry to provide an easement, as hereinafter set out, for that 45 feet of said sidetrack extending in a southeasterly direction and beginning at a point 105 feet southeast of point of switch of same - in accordance with plan dated January 9, 1947, hereto attached and made a part hereof, on which said sidetrack is shown in red and green.

Now, therefore, in consideration of the covenants and agreements herein contained, it is mutually agreed that the said sidetrack shall be constructed and maintained, and the Railway hereby agrees to operate the same, under the following terms and conditions:

1. RIGHT OF WAY.

(a) The Industry hereby grants and conveys to the Railway an easement or right of way upon and over the lands of the Industry of variable width on each side of centerline of that 45 feet of said sidetrack extending in a southeasterly direction and beginning at a point 105 feet southeast of point of switch of same; said right of way herein conveyed being 15 feet in width at the clearance point, that is, 6½ feet on north side and 8½ feet on south side of said centerline, and extending thence in a northwesterly direction on both sides of said sidetrack, with diminishing width, to junction with right of way of the Railway, shown on said plan dated January 9, 1947, hereto attached, together with such additional widths as may be necessary for slopes and fills.

(b) The Industry shall provide, without cost to the Railway, all necessary right of way outside of the right of way of the Railway, required for the proper construction and operation of said sidetrack, said right of way to be satisfactory to the Chief Engineer or other proper officer of the Railway.

(c) The cost and expense of procuring or complying with any ordinance, order, permit or consent whatsoever, at any time, and from time to time adopted or required by Municipal, County, State or other lawfully constituted authorities in connection with the construction, operation, maintenance and/or use of said sidetrack shall be borne by the Industry.

(d) The Railway, its officers and employees, shall have the right to enter upon the property of the Industry, for the purpose of constructing, maintaining and/or operating said sidetrack.

2. CONSTRUCTION.

(a) The cost of constructing said sidetrack, including roadbed, trestles, drains, bridges and all other appurtenances in connection therewith, shall be borne as follows:

(b) The Railway shall furnish, at its expense, all material and labor for and shall construct the sidetrack from the switch point to the clearance point.

(c) The Industry shall, without cost to the Railway, furnish all material and labor for and shall, in a manner satisfactory to the Railway, construct the sidetrack beyond the clearance point.