

State of South Carolina;) CONTRACT C. & W. C. Ry Co  
Greenville County.) and

R. E. Allen & Bro. Co

This Contract and agreement made and entered into in duplicate this 1st day of September, 1904, by and between the CHARLESTON & WESTERN CAROLINA RAILWAY COMPANY, a corporation, acting herein by John B. Cleveland, its President, duly authorized, party of the first part, and R. E. Allen & Bro. Company, of Greenville, South Carolina, party of the second part;

WITNESSETH THAT,

WHEREAS, the said party of the second part owns a lot and proposes to construct and operate a warehouse on same, said location being adjacent to the line of the party of the first part, near Main Street, in the City of Greenville, South Carolina, and has requested said party of the first part to put in a spur track to the Warehouse of the party of the second part;

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 party of the second part that it will construct said spur track

upon the following terms and condition to wit;

- (1) Said spur track shall be put in as soon as it is reasonably practicable after this agreement has been signed by the parties hereto.
- (2) The said party of the first part further covenants and agrees with the party of the second part not to make any trackage charge on carload shipments made by the said party of the second part from its premises to such points as are reached by the lines of the Charleston & Western Carolina Railway Company, or its connections, and on carload shipments of freight that may come into the City of Greenville over the lines of the said road, consigned to said party of the second part. The said party of the first part also agrees that the trackage charges shall not exceed those made to similar enterprises located on other Railroads in Greenville.

(3) The party of the second part covenants and agrees with the party of the first part to provide at its own expense the necessary right-of-way for such portion of said spur track as may not be upon the right-of-way of the party of the first

part. (4) Said party of the second part further covenants and agrees with the said party of the first part, that after the construction of said spur track they will ship and receive over the road of the said party of the first part all goods to be delivered at or received from points reached by said road, or its connecting 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.

(5) 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 moved to and from its said warehouse, consigned to or by it, that said cars including tank cars, shall be subject to the Car Service Rules, and that all cars placed upon said spur track, on the property of the party of the second part, shall be returned to the party of the first part in the same condition as they were delivered, except in case of destruction by fire for which the party of the second part is in no wise responsible.

(6) 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 moved to and from its said warehouse, consigned to or by it, that said cars including tank cars, shall be subject to the Car Service Rules, and that all cars placed upon said spur track, on the property of the party of the second part, shall be returned to the party of the first part in the same condition as they were delivered, except in case of destruction by fire for which the party of the second part is in no wise responsible.

they do hereby, contract to release said party of the first part from all damage resulting from fire from locomotives while upon said spur track, or originating on the right-of-way hereby agreed to be furnished by the party of the second part, unless said party of the second part can show that the same resulted from the negligence of the party of the first part, its agents or employees, in the lawful discharge of their duties.

(7) This contract is to remain in force for five years from the completion of said spur track, provided there is no violation of its agreements in the meantime by either party; and at the end of the said period of five years, upon the same terms and conditions, this contract will be renewed for another period of five years as herein set forth, if satisfactory to both parties; provided that the aforesaid warehouse of R. E. Allen & Bro. Company is in successful operation at the time; and so on from five years to five years. Should the parties of the second part fail to comply with any of the terms of this contract, the party of the first part shall have the right to remove said spur track at any time upon thirty days notice; and the party of the second part shall have the right to remove said spur track upon thirty days' notice if the party of the first part fails to perform its part.

(8) It is distinctly understood and agreed between the parties hereto that the title in and to all the rails, ties, spikes, and all other material of every kind and description used in the construction and equipment of the said spur track aforesaid, is and shall remain in the said party of the first part, and that the said party of the first part, its agents, servants and employees, shall have the right to peaceably enter upon the premises of the said party of the second part for the purpose of taking up and removing said spur track, whenever, under terms of this agreement, it has the legal right to remove it; and that the said party of the first part shall, at any time hereafter, and from time to time, during the continuance of this contract, have the right to extend said spur track so as to reach any other enterprise or industry that may be located near, or in the vicinity of, the said spur track and to hereafter have the use of the said spur track for the use of moving its trains, cars and engines to and from such other enterprise or industry.

IN WITNESS WHEREOF, the said parties hereto have interchangeably signed, sealed and delivered this contract this, the day and year first above written.

Signed sealed and delivered ) CHARLESTON & WESTERN CAROLINA RAILWAY CO

in the presence of : (L.S.) By: John B. Cleveland  
President

Thos Screven

R. E. Allen & Bro. Co.,

R. B. Cleveland  
As to Railway Co.

H. W. Allen, V.P. & Treas

J. C. McCall

Maule G. Rowland

As to R. E. Allen & Bro. Co.  
State of South Carolina,  
Spartanburg County.)

Personally appeared before me R. B. Cleveland who being duly sworn

says that he saw the Charleston & Western Carolina Railway Co by its President John B. Cleveland, sign, seal and deliver the within written agreement, and that he with

Thos Screven witnessed the execution thereof.

Subscribed and sworn to before me this 9th day of Jan 1905

(L.S.)

R. B. Cleveland

Thos Screven

(L.S.)

Thos Screven

Not Public (SEAL)

State of South Carolina,

Greenville County.)

Personally appeared before me J. C. McCall who being duly sworn says that he saw R. E. Allen & Bro. Co by its Treas. H. W. Allen, sign, seal, and deliver the within written agreement, and that he with Maule G. Rowland witnessed the execution thereof.

Subscribed and sworn to before me this 9th day of Jan 1905

(L.S.)

J. C. McCall

Maule G. Rowland