

THIS AGREEMENT, made this 7th day of February, 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 RABB & SMITH, 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 the use of track facilities, hereinafter called sidetrack, for the economical and convenient conduct of the business of the Industry, at or near Fountain Inn Station, County of Greenville, State of South Carolina, described as follows:

Commencing at a point about 1086 feet northwest of Mile Post 112 on the Greenville Branch Line of the Railway (as measured from Augusta, Georgia), and extending in a northwesterly direction a distance of 768 feet, being 150 feet from the switch point to the clearance point, 285 feet beyond the clearance point, on right of way of the Railway, and 333 feet beyond the limits of the right of way of the Railway for which an easement is to be provided for the Railway as hereinafter set out - in accordance with plan dated February 7, 1947, hereto attached and made a part hereof, on which said sidetrack is shown in red.

Now, therefore, in consideration of the covenants and agreements herein contained, it is mutually agreed that the said sidetrack shall be 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, seventeen (17) feet in width; that is to say, eight and one-half ($8\frac{1}{2}$) feet on each side of the centerline of the last 333 feet of the sidetrack, and shown on the blue print hereto attached, together with such additional widths as may be necessary for slopes and fills.

(b) 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 operation, maintenance and/or use of said sidetrack shall be borne by the Industry.

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

3. MAINTENANCE.

(a). Said sidetrack shall be maintained and/or renewed to the satisfaction of the Chief Engineer, or other proper officer of the Railway; the work shall be performed and the cost thereof borne as follows:

(b). The Railway shall maintain and/or renew said sidetrack from the switch point to the clearance point.

(c). The Industry shall, without cost to the Railway, maintain and/or renew that portion of said sidetrack beyond the clearance point.

4. OWNERSHIP.

(a). The title and ownership of said sidetrack shall be as follows:

(b). Tract material furnished by the Railway, at its expense, and laid in said sidetrack on the right of way or premises of the Railway or on the premises of, or right of way furnished by the Industry, shall remain the property of the Railway, and may be by it removed from said premises or right of way after the termination of this agreement.

5. USE.

(a). The Railway shall have the right of use, without cost, the whole or any part of said