and Rebecca his wife George Lynn and Virginia his wife Jonathan W Magruder and Mary his wife Frederick A Schley and Barbara his wife Anna B Teighman and James C Lynn of Hard Lynn deceased of the first part and the Mount Savage Iron Company of the second part.

Whereas the parties of the first part that is to say Mary Lynn William Lynn John T Lynn George Lynn Mary T Magruder Frederick A Schley Anna B Teighman and James C Lynn own and are possessed of a certain tract or parcel of land lying between the Potomac River and Flat Street in the County Cumberland and upon which they are desirous to have erected wharves and other improvements which will afford proper facilities for the accommodation of the Canal and other trade upon the Chesapeake and Ohio Canal and whereas the construction of wharves and other improvements as aforesaid and the construction of a Rail Road leading from the Rail Road of the Maryland Mining Company now in process of construction to the said tract or parcel of land are necessary to render said property valuable for the purposes contemplated with a view to the interests of both parties to this agreement these Articles have been executed. The Mount Savage Iron Company agrees and binds itself to the parties of the first part at its own expense to construct a Rail Road extending from the Rail Road of the Maryland Mining Company now about to be constructed commencing at a point on said last mentioned Road near the present deep cut of the Baltimore and Ohio Rail Road near James Lannery and running thence through the cut made by the said Maryland Mining Company under the agreement between said parties of the first part and the said Maryland Mining Company to the said piece of land fronting on the Potomac River and to that part thereof hereinafter mentioned said road to be laid out at present with one track and to be applied hereafter with as many other tracks as the accommodation of all trade seeking said wharves from time to time render necessary And the said parties of the first part, agree and bind themselves to and do by these presents assign transfer and set over unto the said Mount Savage Iron Company all the rights privileges and easements acquired by the said parties of the first part and under certain Articles of Agreement heretofore entered into between the parties of the first part and the said Maryland Mining Company and also all the covenants and agreements on the part of said Maryland Mining Company in said Articles of Agreement contained that is to say as far as said rights privileges and easements covenants and agreements and in any manner bear upon or effect the construction use and preservation of the Road to be constructed by the said Mount Savage Company under this Agreement.

And the said parties to the first part do further agree and bind themselves to and by these presents assign transfer and set over unto the said Mount Savage Iron Company all the rights privileges and easements acquired and found to the said parties of the first part by certain Articles of Agreement between the said Mary Lynn William Lynn, John T Lynn George Lynn James Chesley Lynn Jonathan W Magruder Anna B Teighman and Frederick A Schley of the one part and the Baltimore and Ohio Rail Road Company of the other part together with all the covenants and agreements on the part of said Baltimore and Ohio Rail Road Company

in said Articles of agreement contained that is to say so far as the said rights privileges and easements covenants and agreements and in any manner bear upon and effect the right of way for and construction and preservation and benefit and working of the said road to be constructed by the Mount Savage Iron Company under this agreement. And the said Mount Savage Iron Company agrees and binds itself to perform all the covenants stipulations and agreements which have been entered into by some of the parties of the first part and the Maryland Mining Company in the Articles of Agreement are to be performed by some of the parties of the first part that is to say so far as said covenants agreements and stipulations relate to the road to be constructed under this agreement and contemplated by the aforesaid Articles of agreement such as keeping the road in repair making and renewing necessary sidings water stations &c. so as to relieve those of the parties of the first part who had signed the aforesaid agreement with the Maryland Mining Company the obligations they have taken upon themselves as to the matters above specified The Mount Savage Iron Co to receive all the tolls accruing upon the roads to be constructed under this agreement. And the said parties of the first part do hereby agree to and with the party of the second part to grant and convey to the party of the second part in perpetuity the right of way in perpetuity for a Rail Road with as many tracks as may be required through such portions of their land, between points aforesaid now owned by them, and through which the said Rail Road shall be constructed together with as much land at the contemplated depot on the Potomac River and hereinafter more particularly described as may be required for the accommodation and protection of the Engines and Machinery used in working said road to be constructed by the Mount Savage Iron Company that is to say the erection of an Engine House water station Turn tables necessary sidings or whatever else may be required to the successful and convenient working of said road as the same shall be worked by the Mount Savage Iron Company or by any other person or Company under the aforesaid agreement with the Maryland Mining Co. And also to grant and convey to the party of the second part on the piece of land hereinafter particularly described the land necessary for the tracks sidings and switches running upon or along the wharves slips or other improvements which may be made upon said piece of land and which tracks sidings switches shall be to be to be made and considered and built and kept in repair by the Mount Savage Iron Company and never to be considered as a part of said slips wharves and improvements And the said Mount Savage Iron Co agrees and binds itself to the parties of the first part to commence the construction of said Rail Road as soon as the right of way for the same is obtained and to complete the same by the time the Chesapeake and Ohio Canal shall be completed unless prevented or hindered therefrom by the operations or acts or acts of the Baltimore and Ohio Rail Road Company or by legal process by the failure of the Maryland Mining Company in proper time to do the excavation &c on the line of said road by them agreed to be done in the aforesaid agreement or by the failure of the Baltimore and Ohio Rail Road Company to comply with its agreement with the aforesaid Articles of agreement with it contained.

And the said parties of the first and second part do hereby further agree