

(Agreement)

This Agreement, made and entered into this 6th, day of June, 1917, by and between The Poinsett Mills, a corporation organized and existing under and by virtue of the laws of the State of South Carolina, hereinafter for convenience styled the Mills, party of the first part; and Southern Railway Company, a corporation organized and existing under and by virtue of the laws of the State of Virginia, hereinafter for convenience styled the Railway Company, party of the second part.

W-I-T-N-E-S-S-E-T-H: That

Whereas, the Railway Company proposes to open a new Street leading from Birnie Street to Gates Street, in the City of Greenville and State of South Carolina, and to erect an overhead bridge across the right of way and present and proposed tracks of Atlanta & Charlotte Air Line Railway Company so as to connect Cain Street on the north side of said right of way with Gates Street on the north side of said right of way with Gates Street on the south side thereof; and also proposes to widen Cain Street as it extends along the north side of said right of way east of Birnie Street; and

Whereas, in connection with its proposed railroad construction and the enlargement and improvement of yard facilities at said Greenville, it will be necessary for the Railway Company to revise the location and grade of a part of the Columbia & Greenville Railroad at and near its intersection with the tracks of Atlanta & Charlotte Air Line Railway; and

Whereas, in order that the said plans of the Railway Company may be accomplished and said construction work accommodated, it will be necessary for the Railway Company to utilize certain land now belonging to the Mills.

Now, Therefore, in consideration of the premises and of the promises and agreements made by each party hereto, unto and with the other, as hereinafter set forth, the Mills and the Railway Company do hereby contract and agree each with the other as follows:

(1) That the blue print map or plan or survey made in the office of Assistant Engineer of Southern Railway Company, at Greenville, South Carolina, dated February 10, 1917, hereunto annexed and made a part of this agreement shows the plan of the proposed work of the Railway Company, and as outlined in red thereon, the several parcels of land of the Mills which it will be necessary for the Railway company to utilize in and in connection with the said work.

(2) That in consideration of the covenants of the Railway Company hereinafter contained, the Mills will convey or cause to be conveyed to Atlanta & Charlotte Air Line Railway Company the strip of land delineated in red on said map lying along present Cain Street on the north side of said Right of way, and the two parcels of land delineated in red on said map lying south of said right of way and on either side of Gates Street, and will convey or cause to be conveyed to Southern Railway Company the strip of land delineated in red on said map lying along and adjacent to the east side of the right of way of Columbia & Greenville Railroad. The Mills further agrees to, and hereby does, consent to the street changes and improvements contemplated to be made by the Railway Company, as indicated on said map.

(3) That in consideration of the conveyance by the Mills to Atlanta & Charlotte Air Line Railway Company and Southern Railway Company, as aforesaid, the Railway Company agrees on its part;

(a) That it will remove the huse shown on said map as fronting on Birnie Street (No.1) and re-establish the same outside of the new location of Cain Street at such point as may be reasonably required by the Mills.

(b) That it will raise the houses of the Mills fronting on Cain Street, numbered two (2) to -

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fifteen (15), inclusive, on said map, to practically the same grade as the fill which is to be made in connection with the construction of the overhead bridge. If any of said houses shall be elevated as much as four (4) feet from the ground they shall be re-set on brick wall foundations, and if the elevation aforesaid shall be high enough to provide rooms within such walls, doors and windows shall be put in the walls.

(c) That it will put in permanent approaches connecting said Cain Street houses numbered 2 to 15 inclusive with the new Cain Street, the approaches to be concrete side walls, filled in with earth material and shall be of no less width than the steps of the houses respectively; if the approaches shall be more than four (4) feet high, protection rails are to be put up so as to prevent children from being injured by falling from approaches.

(d) That when new Cain Street is completed a side walk shall be constructed by the Railway Company along said Cain Street from Birnie Street to the Street shown on said map as extending from the County Road down to the railroad right of way; said side walk to be cement and to be three (3) Feet in width.

(e) That the house numbered 36 on said map fronting on Birnie Street shall be moved by the Railway Company and placed on such new location as may be reasonably required by the Mills.

(f) That the houses fronting on Gates Street (on either side) affected by the said new work, i.e. houses 20 and 26, as shown on said map, are to be elevated on brick foundations and entrances are to be provided from street front to houses 20, 21, 26, and 27 similar to those hereinbefore agreed to be provided for Cain Street houses, but no cement side walks are to be put down.

The Railway Company further agrees:

(4) That it will extend the spur track of the Railway Company shown on said map on the east side of the Mills building, from its present terminus northwardly for a distance of 75 feet, as indicated on said map, and will change the grade of said track as indicated on a map dated December 12th, 1916, annexed hereto.

(5) That it will, and hereby does, grant, unto the Mills and its successors or assigns, the right to the use of the two strips of land shown as outlined in yellow on said map of February 10th, 1917, being portions of the right of way of Atlanta & Charlotte Air Line Railway Company and Columbia & Greenville Railway Company, respectively, which are now enclosed by the fences of the Mills until such time as the Railway Company may require the said parcels of land or either of them for railroad purposes; in the event of such requirement the Railway Company will serve upon the Mills, or its successors or assigns, written notice thereof and within thirty (30) days from the date of the service of such notice the Mills, its successors or assigns, will vacate and surrender such portions of said right of way so occupied to the Railway Company, or in default, the Railway Company may re-enter upon and take possession of said portions of said right of way as of its own proper estate.

(6) That all of the work herein contracted to be done by the Railway Company for the Mills shall be done by the Railway Company at its entire cost and expense and as soon as may be practicable to the end that the Mills shall be put to no more inconvenience in the use of its said houses than may be reasonably necessary to enable the Railway Company to do said work.

(7) That in addition to its covenants and agreements herein contained, the Railway Company will pay unto the Mills upon the execution and deliver of this agreement, the sum of twenty-five Dollars (\$25.00)

(Over)