

inspection, supervision and approval of the said Chief Engineer of Maintenance of Way and Structures of the Southern Company, or his duly authorized representative, and shall at all times be prosecuted in such manner as to cause the least practicable interference with, interruption of, danger or delay to the operations by the Southern Company upon its said main track or tracks.

Eighth: That the original cost and expense of the construction and installation, as well as the future cost of maintenance and renewal of said abutment now to be constructed, and of future extensions thereof or additions thereto, as well as of the superstructure for said present main track of the Southern Company, shall be divided between the Greenville Company and the Knoxville Company upon such fair and equitable basis as they may agree upon; it being distinctly understood that the Southern Company is not to be called upon or expected to participate in such expense. The cost and expense of the construction and future maintenance and renewal of said pier now proposed to be constructed, as well as of such future extensions thereof or additions thereto as may hereafter be made for the accommodation of said additional main track or tracks of the Southern Company, shall be borne by the parties hereto in the following proportions: Greenville Company, one-half ($\frac{1}{2}$); Knoxville Company, one-fourth ($\frac{1}{4}$) and the remaining one-fourth ($\frac{1}{4}$) by the Southern Company; the Knoxville Company and the Southern Company to pay their proportionate share of said expense, in the usual course of business, upon bills rendered therefor, after the final completion of said work by the Greenville Company and the approval of same by the Southern Company.

Ninth: That the Southern Company shall furnish and install, and thereafter maintain, at its sole cost and expense, such steel superstructure as may be required for the accommodation of either or both of the said two (2) additional main tracks which may hereafter be constructed by the Southern Company.

Tenth: That the Greenville Company and the Knoxville Company shall and will severally indemnify and save harmless the Southern Company against any and all loss of or damage to property, tracks or equipment of the Southern Company, and against any and all claims, demands, suits, judgments or sums of money to any party accruing against the Southern Company, for loss of life, or injury of or damage to person or property, which may be caused by or result from any act, fault, omission or negligence of the Greenville Company or the Knoxville Company, or any of their agents, servants or employees, in or about the construction or maintenance of said underpass, or the operation of trains, engines or cars through the same.

Eleventh: That this agreement shall inure to the benefit of, and be binding upon the respective successors and assigns of the parties hereto, as well as upon the parties themselves.

In Witness Whereof, the parties hereto have caused these presents to be executed, and their respective corporate seals to be hereunto affixed and attested by their respective officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered
in the presence of:
T.C. Allen,
F.L. Downs,
Subscribing Witnesses.

Signed, sealed and delivered,
in presence of:
D.C. Carmichael,
B. Hutchison,
Subscribing Witnesses.

Signed, sealed and delivered
in presence of:
O.R. Moore,
E.B. Patterson,
Subscribing Witnesses.

Southern Railway Company
By
E.H. Coapman
Vice-President & General Manager.
Attest:
Geo. R. Anderson
Assistant Secretary.

Greenville, Spartanburg and Anderson
Railway Company,
By

W.S. Lee
Vice-President.
Attest:
Thos F. Hill,
Secretary.

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Greenville and Knoxville Railway
Company,
By

12-11-11-Rt.
5236.

W.H. Patterson,
President.

Attest:
C.R. Grey,
Actg. Secretary.

District of Columbia,
SS:
City of Washington.

On this 10th day of January, 1913, at my office in said District and City aforesaid, personally appeared before me, Pearce Horne, a Commissioner for the State of South Carolina, at Washington, D.C., T.C. Allen, to me known, and known to me to be one of the subscribing witnesses to the foregoing deed, and made oath that he saw the within named E.H. Coapman and Geo. R. Anderson, sign, seal and deliver the foregoing writing and deed, as Vice-President & General Manager and Assistant Secretary, respectively, of said Southern Railway Company, a corporation, as and for their act and deed, and as and for the act and deed of said Southern Railway Company, and that he, with F.L. Downs witnessed the due execution thereof on the day of the date thereof.

Sworn to and subscribed before
me this 10th day of January, 1913.
Pearce Horne.

T.C. Allen

Commissioner for the State of South Carolina
at Washington, D.C.
(Seal)

State of ~~South~~ North Carolina,
SS:
Mecklenburg County.

On this 5th, day of December, 1912, at my office in said County aforesaid, personally appeared before me, H. Colquhoun Millar, a Notary Public for said County, D.C. Carmichael, to me known and known to me to be one of the subscribing witnesses to the foregoing deed, and made oath that he saw the within named W.S. Lee and Thomas F. Hill, sign, seal and deliver the foregoing writing and deed, as Vice-President and Secretary, respectively, of said Greenville, Spartanburg and Anderson Railway Company, a corporation, as and for their act and deed, and as and for the act and deed of said Greenville, Spartanburg and Anderson Railway Company, and that he, with B. Hutchison witnessed the due execution thereof on the day of the date thereof.

Sworn to and subscribed before me
this 5th, day of December 1912.

D.C. Carmichael

H. Colquhoun Millar
Notary Public
Mecklenburg County, N.C.
My Commission Expires Oct. 3rd, 1913.
(Seal)

State of South Carolina,
SS:
Greenville County.

On this 20 day of Dec. 1912, at my office in said County aforesaid, personally appeared before me, Oscar K. Mauldin, a Notary Public for said County, E.B. Patterson, to me known and known to me to be one of the subscribing witnesses to the foregoing deed, and made oath that he saw the within named W.H. Patterson, and C.R. Grey, sign, seal and deliver the foregoing writing and deed, as

President and Secretary, respectively, of said Greenville and Knoxville Railway Company, a corporation as and for their act and deed, and as and for the act and deed of said Greenville and Knoxville Railway Company, and that he, with O.R. Moore, witnessed the due execution thereof on the day of the date thereof.
Sworn to and subscribed before me
this 20 day of Dec. 1912.
Oscar K. Mauldin
Notary Public.
E.B. Patterson

Recorded for January 22nd, 1913.