

An Agreement, made and entered into this 22nd, day of February, 1913, by and between 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 Southern Company, party of the first part; and Greenville, Spartanburg and Anderson Railway Company, a corporation organized and existing under and by virtue of the laws of the State of South Carolina, hereinafter for convenience styled the Greenville Company, party of the second part;

WITNESSETH:

That the Southern Company, for and in consideration of the covenants of the Greenville Company upon its part faithfully to be kept and performed, as hereinafter expressed, will, and hereby does, grant unto the Greenville Company the right to lay and construct, maintain and operate, the double track line of electric railroad, with appurtenant wires and superstructure, which the Greenville Company has located, and has under construction, to extend from Greenville, to Greenwood, both in the State of South Carolina, across the right of way and below the grade of the main track of the Southern Company running between Atlanta and Charlotte, at or near Greenville, in the County of Greenville and State of South Carolina, and to excavate, build and construct a suitable underpass or opening in, through and upon the said right of way of the Southern Company, at the point hereinafter described, through which to operate its said proposed electric railroad; the center line of the said proposed railroad of the Greenville Company, a tangent, to cross and intersect the center line of the said Main track of the Southern Company, a tangent, at a point two hundred and twenty-eight (228) feet westwardly from Milepost No. 489 of the Southern Company, measured along the center line of the main track of the Southern Company; the center line of the said railroad of the Greenville Company forming a southwesterly intersection angle of 61 degrees 30 minutes with the center line of the said main track of the Southern Company; it being understood that the right of way of the Southern Company at said point of crossing is one hundred (100) feet in width on either side of the center line of its said main track, measured at right angles thereto: ALL being substantially as shown upon the blue-print map of survey, dated November 1, 1911, hereunto annexed and made a part of this agreement.

And the Greenville Company hereby covenants and agrees unto and with the Southern Company, in consideration of said privilege:

1. That it will do all excavating which may be necessary in effecting said crossing and constructing said underpass; that it will construct such temporary structure as may be required to support the said main track of the Southern Company during the progress of the work of building said underpass; that it will construct substantial concrete masonry abutments to support the steel superstructure required for the said present main track of the Southern Company; said abutments to be so located that the distance between the inner faces of the same shall not exceed thirty (30) feet; and that it will install upon the said abutments, such steel girders and other superstructure as may be reasonably prescribed by the Southern Company for its said present main track.

2. That before any of the work contemplated hereunder shall be begun, the Greenville Company shall submit to the Chief Engineer of Maintenance of Way & Structures of the Southern Company a detail plan of the masonry abutments for said structure, and shop details of the steel work entering therein, as well as detail plans showing any and all proposed attachments of said trolley wires, cables or superstructure of the Greenville Company to said underpass, and shall obtain his -

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3. That in the event that the Southern Company shall, at any time, or from time to time, hereafter, construct a second main track, to extend parallel of substantially parallel with its said present main track, on either side thereof, or shall construct two (2) additional main tracks, one on the north and the other of the south side of said present main track, and to intersect the said electric railroad of the Greenville Company, then and in such event, the Greenville Company shall, at its own cost and expense, and as promptly as may be practicable after demand therefor by the Southern Company, make such extensions of or additions to the said abutments, and furnish and install upon the same such additional steel superstructure as may be reasonably prescribed by the Southern Company for such additional main track or tracks of the Southern Company, and will connect the same up with the structure to be erected for said present main track substantially as shown upon the said blue-print map hereto annexed.

4. That all metal work entering into or forming a part of said structure now contemplated and of such future additions thereto or extensions thereof as may be hereafter required for said additional main track or tracks of the Southern Company, shall be fabricated and erected in strict accordance with Southern Railway Company General Specifications for Steel Structures, which shall be submitted to the Greenville Company by the Southern Company, and the general plan of arrangement of girders on the bridge seat and the spacings shall conform to the requirements as indicated on said blue-print map hereto annexed.

5. That the work of constructing said temporary and permanent structures, and such future extensions thereof or additions thereto as may hereafter be required by the Southern Company for the accommodation of its said additional main track or tracks, as well as the work of maintaining the same, shall be done and performed by the Greenville Company, at its sole cost and expense; shall, at all times during its progress and upon its final completion, be subject to the inspection, supervision and approval of the Chief Engineer of Maintenance of Way & 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; Provided, however, that nothing herein contained shall be so construed as to place upon the Greenville Company any duty or obligation to maintain the bridge ties, guard rails or track rails upon the said structure.

6. That it will 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 or damage to person or property, which may be caused by or result from any act, fault, omission or negligence of the Greenville Company, its servants, agents or employees, in or about the construction or maintenance of said underpass, or the operation of trains, engines or cars through the same.

AND IT IS MUTUALLY COVENANTED AND AGREED:

7. 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 executed these presents the day and year first above written.

(Over)