

This agreement, made and entered into this 4 day of May 1916, by and between

Souther 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 first part, and

American Spinning Company, a corporation organized and existing under and by virtue of the laws of the State of South Carolina, hereinafter for convenience styled the Spinning Company, party of the second part;

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

Whereas, by an exchange of conveyance between Atlanta & Charlotte Air Line Railway Company and the Spinning Company, the right of way of Atlanta & Charlotte Air Line Railway Company, now in possession and control of Southern Railway Company, where the same abuts upon the property of the Spinning Company upon which its manufacturing plant is located, in or near the City of Greenville, in the County of Greenville and State of South Carolina, has been limited, on the northwest side of the railroad of Atlanta & Charlotte Air Line Railway extending from the street or road known as Buncombe Street, thence in a northeasterly direction for a distance of twenty-nine hundred seventy-three (2973) feet, more or less, so that said right of way for said distance has a uniform width of sixty three (63) feet, measured northwestwardly from the center line of original single main track of Atlanta & Charlotte Air Line Railway; and

Whereas, prior to such exchange of conveyance and limitation of said right of way as aforesaid, the Spinning Company placed upon the right of way of Atlanta & Charlotte Air Line Railway Company certain pipe lines, hydrants, post-indicator valves, regular valves and meters connected with the fire system of the Spinning Company, and for many years past has maintained such facilities on the right of way of Atlanta & Charlotte Air Line Railway Company with the permission of Southern Railway Company; and

Whereas, the Spinning Company desires to continue the maintenance of said facilities heretofore placed upon the said right of way so limited and upon other right of way of Atlanta & Charlotte & Charlotte Air Line Railway Company not so limited so far as the said facilities have been heretofore so placed and maintained and are now placed and maintained upon the right of way of Atlanta & Charlotte Air Line Railway Company, for the convenience of the Spinning Company in connection with its said fire system; and

Whereas, the Railway Company is willing that the Spinning Company shall continue to maintain said facilities upon the said right of way of Atlanta & Charlotte Air Line Railway Company until Southern Railway Company shall require the removal of the same upon due notice to the Spinning Company:

Now, therefore, in consideration of the premises and of the sum of One Dollar to the Railway Company paid by the Spinning Company, the receipt whereof is hereby acknowledged, the Railway Company hereby gives and grants unto the Spinning Company the licenses or privilege to maintain, use and operate the said facilities hereinbefore recited and described upon the said right of way at the cost and risk of the Spinning Company; Provided, however, that the Spinning Company, in consideration of said right and privilege, shall remove the said facilities or any or all of them, from the said right of way after notice, as hereinafter limited, shall have been served upon the Spinning Company by the Railway, whereupon such right or privilege shall cease and determine.

The Spinning Company agrees unto and with the Railway Company, in consideration of such privilege, that the Railway Company shall not be responsible to the Spinning Company for any loss of, or injury or damages to any of the said facilities, howsoever the same may accrue or result, while the same are so placed, maintained, used and operated upon the said right of way, the intention being that the same are located and are to be maintained upon the said right of way at the risk of way at the risk of the Spinning Company, and the Spinning Company agrees to indemnify and save harmless the Railway Company against any such loss, injury or damage, or claims therefor, accruing to it; the Spinning Company further agrees that when and after the Railway Company shall have served upon it sixty (60) days notice in writing to remove the said facilities or any or all of them, from said right of way, it, the Spinning Company, will take up and remove the same and restore the said right of way to its condition existing prior to the location of said facilities upon said right of way.

In witness whereof, the parties hereto have caused these presents to be executed in duplicate by their respective officers thereunto duly authorized, the day and year first above written.

In presence of:

P. M. Becker, Jr.

C. F. Brooks

AS To Railway Company

C. F. Brooks

L. Y. Smith

As to Spinning Company

SOUTHERN RAILWAY COMPANY

By H. B. Spencer

Vice President

Attest:

G. R. Anderson

Assistant Secretary

AMERICAN SPINNING COMPANY

By J. H. Morgan

President & Treas.

ATTEST:

W. B. Boyd, Secy,