

State of South Carolina,
County of Greenville.

This agreement made and entered into this 9th, day of Dec. 1910, between the Charleston & Western Carolina 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 Railway Company, party of the first part, and the Southern Power Company, a corporation organized and existing under and by virtue of the laws of the State of New Jersey, hereinafter, for convenience, styled the Licensee, party of the second part. WITNESSETH:

That the Railway Company, for and in consideration of the covenants of the Licensee, hereinafter expressed, hereby gives and grants unto the Licensee the right of license, determinable as hereinafter expressed, of erecting and maintaining a certain power line along and across the right-of-way of the Railway Company between the distributing plant of the Licensee and the trestle of the Southern Railway Company over Reedy River near the Air Line Depot in the City of Greenville S.C.; all being substantially as shown upon the sketch or blue print thereof, hereto annexed and made a part of this agreement.

And the Licensee hereby covenants and agrees, in consideration of said License:

I.

That it will indemnify and save harmless the Railway Company against any and all loss or damage to property of the Railway Company. and against all claims, demands, suits, judgements and sums of money accruing to the Licensee or to any other party, against the Railway Company, for loss or injury howsoever resulting, and arising directly or indirectly in consequence of the presence of said power line upon the premises of the Railway Company.

II.

That in the construction of the said power line, it will observe the following regulations:

- (a) That wires shall be strung at least 30 feet above the top of the rail of the main track of the Railway Company.
- (b) Where said Power line crosses the telegraph wires upon the right-of-way of the Railway Company, the wires thereof shall be strung at least ten feet above the said telegraph wires, and shall be sufficiently insulated. ~~by being covered with rubber.~~
- (c) The poles supporting said power line shall be substantial and at least six inches in diameter at the top.

III.

That it will at all times hereafter and during the life of this agreement, maintain the said power line and the poles supporting the same, so far as they are upon or near said right-of-way in all respects, in accordance with the reasonable requirements of the Railway Company, looking to the safe and convenient operation of its said railroad, and to that end will make all necessary renewals of poles when called upon by the Railway Company so to do.

IV.

That it will remove said power line from the right-of-way of the Railway Company at any time hereafter upon receipt of thirty (30) days' notice in writing served upon it by the Railway Company, and restore the said right-of-way to its condition existing at the date of these presents; or, in default thereof, the Railway Company may itself remove the same and restore the said condition of said right-of-way, but at the expense of the Licensee.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.