

to the inspection, supervision and approval of the Chief Engineer of Maintenance of Way and Structures of the Southern Company, or his duly authorized representative, and shall be done and performed in all respects in accordance with the reasonable requirements of the Southern Company, and 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 spur track.

3. That in the event that the Southern Company shall at any time hereafter, make any change in the location or construction of its said spur track at said point, or in the grade thereof, which shall or may affect the location, grade or construction of the said railroad of the Greenville Company, then and in such event, the Greenville Company shall, at its own cost and expense, make such changes in the grade, plan and construction of its said railroad as may be rendered necessary by such work of the Southern Company.

4. That the said trolley wires and superstructure of the Greenville Company shall be so constructed and maintained that the same shall at all times run at a level of at least twenty two (22) feet above the top of the rail of any track of the Southern Company crossed thereby for one hundred (100) feet, on either side of the center line of such crossing.

5. That it will make and enforce a rule, binding upon all its employees, to the effect that all cars of the Greenville Company when approaching said crossing, in either direction, shall as required by the law of the State of South Carolina, be brought to a full or complete stop before crossing the track or tracks of the Southern Company.

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, judgements, 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 installation, maintenance or renewal of said crossing frogs, trolley wires or superstructure, or the operation of trains, engines or cars over the said crossing.

And It Is Mutually Covenanted And Agreed:

7. That if and when the same shall at any time hereafter be required by any competent municipal or governmental authority, or by any law or statute of the State of South Carolina, or if in the judgement of both parties hereto it is deemed necessary or advisable to safeguard and expedite operations over said crossing, the Greenville Company shall, at its own cost and expense, install for the protection of said crossing such standard modern interlocking plant and signal apparatus as may be acceptable to and approved by said Chief Engineer of Maintenance of Way and Structures of the Southern Company; Provided, however, that in the event that the Greenville Company and the Southern Company cannot agree as to the necessity or advisability of providing such protection for said crossing (if the installation of the same is to be made without reference to legal requirements or municipal order, but is deemed advisable by the Southern Company) then and in that event, the question so in dispute shall be submitted to a board of arbitrators, the members of which shall be selected in the usual manner, and the decision of such board, or of a majority of the members composing the same, upon the question submitted, shall be final, conclusive and binding upon the Greenville Company and the Southern Company; and Provided Further, that in the event that the Southern Company shall construct any additional parallel track or tracks to intersect the -

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said electric railroad of the Greenville Company at said point, either before or after the installation of said interlocking plant, the cost of the installation of such additional functions as may be required for interlocking the additional crossing or or crossings shall be divided between the parties hereto in equal contribution, share and share alike; the Greenville Company to also furnish and install, at its own cost and expense, such additional functions as may be required ^{to} interlock any future crossing of the Greenville Company at said point.

8. That the cost of the future maintenance and operation of said interlocking plant shall be divided between the parties hereto upon such basis as they may mutually agree is fair and equitable, and if they cannot agree upon the question of what would be a fair and equitable division of such cost, they shall submit the matter to the Railroad Commission of the State of South Carolina for a decision of the question, whose judgment or decision in the matter shall be abided by, carried out and performed by both parties hereto.

9. That in the event that the Southern Company shall, at any time hereafter, construct any additional track or tracks at said point, to extend parallel or substantially parallel with its said Union Bleachery Spur and to intersect the said electric railroad of the Greenville Company, each party hereto shall pay fifty per centum (50%) of the cost of installation, maintenance and renewal of the crossing frogs required for such additional crossing or crossings.

10. 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.

Signed, sealed and delivered

in presence of:

T.C. Allen,
F.L. Downs,
Subscribing witnesses.

Signed, sealed and delivered

in presence of:
D.C. Carmichael,
B. Hutchison,
Subscribing witnesses.

3-26-12-Br.
5244.

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

On this 26th, day of March, 1913, at my office in said County aforesaid, personally appeared before me H. Colquhoun Miller, 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 Thos. 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 26, day of March 1913.

D.C. Carmichael

H. Colquhoun Miller, Sealy
Notary Public, Mecklenburg County, N.C.
My Commission expires ~~Dec~~ 1st. 1913.

(Over)

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

Greenville, Spartanburg & Anderson
Railway Company,
By W.S. Lee
Vice-President
Attest:
Thos. F. Hill,
Secretary.