

District of Columbia, SS:
City of Washington.

On this 1st day of April, 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 Asst. Secretary respectively, of said Southern Railway Company, a corporation, 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 1st, day of April, 1913.

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

T.C. Allen

Recorded for April 11th, 1913.

(Agreement \$1.50)

An Agreement, made and entered into this 25th, day of March, 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,

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

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 or privilege to lay and construct, maintain and operate, two (2) electric railroad tracks, of the Greenville Company, one of which the Greenville Company now has under construction, and the other, which, as located, lies parallel therewith and 15 feet west thereof, it proposes to construct in the future, over and across, at grade, a certain spur track of the Southern Company, known as the Piedmont Manufacturing Company spur, and the right of way therefor, at Piedmont, in the County of Greenville and State of South Carolina; Together with the right to erect and maintain such trolley wires and superstructure as may be required for the operation of said electric railroad tracks of the Greenville Company over and above the said spur track of the Southern Company; the center line of the said track now proposed to be constructed by the Greenville Company, a tangent, to cross and intersect the center line of the said spur track of the Southern Company, a 11 degree 40 minute curve, with center to the west, at a point twelve hundred nineteen and five-tenths (1219.5) feet southwardly (measured along the center line of same) from the point of switch of said Piedmont Manufacturing Company spur with the south end of the siding of the Southern Company which parallels its main track running between Columbia and Greenville; said point of switch being opposite a point eight hundred and thirty-one (831) feet -

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southwardly from Milepost No. V-132 of the said main track of the Southern Company; measured along the center line of said Main track; the said center line of the said railroad of the Greenville Company forming a southeasterly intersection angle of 26 degrees 44- $\frac{1}{2}$ minutes with the tangent of the said curved center line of the said spur track of the Southern Company produced from the point of intersection; 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 install, maintain and renew, at its own cost and expense, such standard steel railway crossing frogs, trolley wires and superstructure at said points of intersection as may be reasonably prescribed by the Southern Company; it being distinctly understood that before the work of installing either of said crossings shall be commenced, the Greenville Company shall submit to the Chief Engineer of Maintenance of Way and Structures of the Southern Company a detail plan of the crossing frogs, trolley wires and superstructure to be used, and shall obtain his formal approval of the same.

2. That the work of installing, maintaining and renewing said crossing frogs, trolley wires and superstructure 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 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 or 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 track or tracks 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 track or tracks 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 in 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 -

(over)