

An Agreement, made and entered into this 23rd, day of December, 1912, 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 Traction 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, the single track line of electric railroad which the Greenville Company has located and has under construction to extend from Greenville to Dunean Mills, both in the State of South Carolina, over and across, at grade, a certain spur track of the Southern Company, known as the Westervelt Mills Spur, and the right of way therefor, at Greenville, 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, over and above the said spur track of the Southern Company; the center line of the said proposed railroad of the Greenville Company, a 9° curve, with center to the west, to cross and intersect the center line of the said spur track of the Southern Company, a tangent, at a point 3021 feet from the point of connection of said spur track with the main track of the Southern Company (which said point of connection is 143 feet south of Milepost No. 489) and at an angle of 39° 07' turned northwestwardly from a tangent to the said curved center line of said railroad of the Greenville Company, produced from said point of intersection; ALL being substantially as shown upon the blue-print map, dated September 15th, 1912, 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 furnish and install, maintain and renew, at its own cost and expense, such standard steel railway crossing frogs, trolley wires and superstructure at said point of intersection as may be reasonably prescribed by the Southern Company; it being distinctly understood that before the work of installing said crossing shall be commenced, the Greenville Company shall submit to the Chief Engineer Maintenance of Way & 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 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 Westervelt Mills Spur, and to cross and intersect the said railroad of the Greenville Company, then and in such event, the Greenville Company shall at its own cost and expense, furnish and install, maintain and renew, such standard railway crossing frogs, trolley wires and superstructure for such additional crossing or crossings as may be reasonably prescribed by the Southern Company.

3. That the work of installing, maintaining and renewing the crossing frogs, trolley wires and superstructure for said crossing now contemplated and for future crossings at said point, shall, -

(Next page)

- at all times during its progress and upon its final completion be subject to the inspection and supervision and approval of the Chief Engineer Maintenance of Way & 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.

4. 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.

5. 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.

6. 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 be brought to a full stop at least fifty (50) feet from the crossing, and before any such car shall be moved over the crossing, the conductor in charge thereof shall precede the car over the crossing, ascertain that the way is clear and signal the motorman operating the car accordingly.

7. 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.

8. 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 the Southern Company 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, and thereafter maintain and operate, 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 Maintenance of Way & Structures of the Southern Company.

AND IT IS MUTUALLY COVENANTED AND AGREED:

9. 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 caused these presents to be executed and their respective corporate seals to be hereunto affixed and attested by their respective officers thereunto duly authorized, the day and year first above written.

(Over)