

An Agreement, made and entered into this 21st day of February, 1914, 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 Railway Company, party of the first part; and

Piney Mountain Land Company, a corporation organized and existing under and by virtue of the laws of the State of South Carolina, party of the second part;

Witnesseth: That

Whereas, the party of the second part owns a tract of land, near Greenville, in the County of Greenville and State of South Carolina, which it has subdivided and proposes to sell off in small lots; and

Whereas, the party of the second part, in order to provide a convenient way of ingress to and egress from said subdivision, has located and proposes to construct a roadway leading from said subdivision to an existing highway, known as the National Highway; and

Whereas, the said proposed roadway, as located, will extend across the main track of the Railway Company, and the right of way therefor, at a point, near said Greenville, 360 feet east of Molepost No. 484; and

Whereas, the parties hereto, in order to avoid the danger and inconvenience incident to the use of a grade crossing of said railroad by said proposed roadway, propose to build and construct a bridge to carry said roadway over and above the said main track of the Railway Company;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

- (1) That the Railway Company, in consideration of the premises, and of the convenience to the traveling public, and of the covenants of the party of the second part, hereinafter expressed, hereby agrees that it will build and construct a suitable bridge at said point of crossing to carry the said proposed roadway over, above grade, the said main track of the Railway Company; the location, design and specifications of said bridge being substantially as shown upon the blue-print map hereunto annexed and made a part of this agreement.
- (2) That the party of the second part will pay unto the Railway Company, promptly upon bill rendered therefor, the entire cost of the filling required for said bridge, and fifty per centum of the cost to the Railway Company of the construction of the bridge proper, including the abutments or supports required therefor; and will, moreover, at its own exclusive cost and expense, construct the necessary approaches to said bridge.
- (3) That the party of the second part will, at all times hereafter, maintain, at its own cost and expense, the surface of said Bridge and the approaches thereto, in good condition and repair.
- (4) That the party of the second part will indemnify and save harmless the Railway Company against any and all loss of or damage to property of the Railway Company, and against all claims, demands, suits, judgements or sums of money to any party accruing, against the Railway Company, for loss of life, injury of or damage to person or property, which may be caused by or result from the negligence of the party of the second part, its servants, agents or employees, in or about or in connection with the maintenance of the surface of said bridge or of the approaches thereto.
- (5) 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.

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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.

Signed, sealed and delivered

in presence of:

T.C. Allen,

L.M. Hendricks,
Subscribing witnesses.

Signed, sealed and delivered

in presence of:

W. Carroll McDaniel,

H.L. Todd,
Subscribing witnesses.
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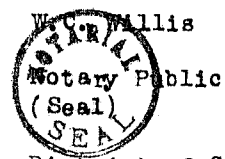
State of South Carolina,
Greenville County.

SS:

On this 21st, day of Feby., 1914, at my office in said County aforesaid, personally appeared before me, W.C. Willis, a Notary Public for said County, W. Carroll McDaniel, 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 T.F. Hunt and C.S. Allen, sign, seal and deliver the foregoing writing and deed, as President and Secretary, respectively, of said Piney Mountain Land Company, a corporation, as and for their act and deed, and as and for the act and deed of said Piney Mountain Land Company, and that he, with H.L. Todd, witnessed the due execution thereof on the day of the date thereof.

Sworn to and subscribed before me this 21,
day of Feby. 1914.

W. Carroll McDaniel



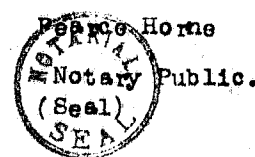
District of Columbia,
City of Washington.

SS:

On this 7th day of April, 1914, at my office in said City aforesaid, personally appeared before me, Pearce Horne, 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 Assistant Secretary, respectively, of said Southern Railway Company, a corporation, as and for their act and deed, and as and for the act and deed of said Southern Railway Company, and that he, with L.M. Hendricks witnessed the due execution thereof on the day of the date thereof.

Sworn to and subscribed before me this 7th,
day of April 1914.

T.C. Allen



Recorded for April 18th, 1914