

- survey, dated January 2, 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 construct at said point of crossing substantial concrete masonry abutments to support the superstructure required to carry the said electric railroad tracks of the Greenville Company over and above the said main tracks of the Southern Company; the said abutments to be spaced at such distance face to face of neat work as will provide a minimum of ten (10) feet side clearance westwardly from the center line of the said present main track of the Southern Company, measured at right angles thereto, and also a minimum of ten (10) feet side clearance eastwardly at right angles, from the center line of a future track to be constructed on the east side of said present main track of the Southern Company; and the superstructure of said bridge to provide a net clear head room of twenty-two (22) feet between top of rail in either of said tracks of the Southern Company and the lowest member of such structure of the Greenville Company; it being understood that no temporary structure, from bracing or other obstruction shall be erected, placed or maintained by the Greenville Company upon the said right of way of the Southern Company except upon the approval of a duly authorized representative of the Southern Company of the location and construction thereof.
 2. That before any of the work contemplated hereunder shall be begun, the Greenville Company shall submit to the Chief Engineer of Maintenance of Way and Structures of the Southern Company a detail plan of the masonry abutments for said structure, and shall obtain his formal approval of the same.
 3. That the work of construction and maintaining the abutments and superstructure for said permanent structure, as well as that of constructing such temporary supports or bracings as may be necessary in the prosecution of said work, shall be done and performed by the Greenville Company, at its sole cost and expense; shall at all times during its progress and upon 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 at all times be prosecuted in such manner as to cause the least practicable interference with, interruption of, danger or delay to the operation by the Southern Company upon its said main track.
 4. 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 construction or maintenance of said structures or the operation of trains, engines or cars over the same.
- And It Is Mutually Covenanted and Agreed:
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.

In Witness whereof, the parties hereto have executed these presents the day and year first above written.

Signed, sealed and delivered

in presence of:

(next page)

T.C. Allen,

F.L. Downs,
Subscribing witnesses.

Signed, sealed and delivered
in the presence of:
D.C. Carmichael,
B. Hutchison,
Subscribing Witnesses.

3-28-12-Br.
5248.

State of South North Carolina, SS.
Mecklenburg County.

On this 5th, day of December, 1912, at my office in said County aforesaid, personally 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 Thomas F. Hill, sign, seal and deliver the foregoing writing and deed, as Vice-President and Secretary, respectively, of said Greenville, Spartanburg & Anderson Railway Company, a corporation, as and for their act and deed, and as and for the act and deed of said Greenville, Spartanburg & 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 5 day of December, 1912.

D.C. Carmichael

H. Colquhoun Miller
Notary Public.
Mecklenburg County, N.C.
My Commission Expires Oct. 27th, 1913.

District of Columbia, SS:
City of Washington.

On this 26th day of December, 1912, at my office in said District 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 and 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 F.L. Downs, witnessed the due execution thereof on the day of the date thereof.

Sworn to and subscribed before me

this 26 day of Decr 1912.

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

Recorded for January 7th, 1913.

Southern Railway Company,
By
E.H. Coapman,
Vice-President & General Manager.
Attest:
Geo. R. Anderson,
Assistant Secretary. L.S.
Greenville, Spartanburg & Anderson
Railway Company,
By
W.S. Lee
Vice-President.
Attest:
Thos. F. Hill,
Secretary. L.S.