

An Agreement, made and entered into this 5 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, 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; and Greenville and Knoxville 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 Knoxville Company, party of the third part;

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

Whereas, the Greenville Company has located, and has under construction, a line of double track electric railroad, to extend from Greenville to Greenwood, both in the State of South Carolina; and Whereas, the Knoxville Company has located, and has under construction, a single railroad extending from Greenville to Travelers Rest, both in the State of South Carolina; and Whereas, the said respective railroads of the Greenville Company and the Knoxville Company, as located, will extend across the right of way and below the grade of the main track of the Southern Company running between Atlanta and Charlotte, on the northerly side of Reedy River, in or near the City of Greenville, County of Greenville and State of South Carolina; and Whereas, the parties hereto propose to build and construct, and thereafter to maintain, upon the terms and conditions hereinafter expressed, a suitable opening or underpass in and through the embankment or fill upon which the said main track of the Southern Company is constructed, for the construction and operation of the said respective railroads of the Greenville Company and the Knoxville Company across the said right of way and below the grade of the said main track of the Southern Company: Now, Therefore, in consideration of the premises and of the sum of One Dollar by each party hereto in hand paid to the other, the receipt whereof is hereby acknowledged, the parties hereto do hereby mutually covenant and agree as follows:

First: That the Southern Company will, and hereby does, grant unto the Greenville Company and the Knoxville Company the right to lay and construct, maintain and operate, the said respective railroads, with appurtenant trolley wires and superstructure, of the Greenville Company and the Knoxville Company across the said right of way and below the grade of the said main track of the Southern Company, at Greenville, in the County of Greenville and State of South Carolina, and to build and construct at said point of crossing a suitable underpass or opening through which to operate their said respective railroads; the common center line of the said proposed double track railroad, of the Greenville Company to cross and intersect the center line of the said main track of the Southern Company, a tangent, at a point nineteen hundred thirty-four and two-tenths (1934.2) feet northwardly from Milepost No. 488 of the Southern Company, measured along the center line of the said main track of the Southern Company; and the center line of the said single track of the Knoxville Company to cross and intersect the said center line of the said main track of the Southern Company, a tangent, at a point nineteen hundred fourteen and seven-tenths (1914.7) feet northwardly from said Milepost No. 488, measured along the said center line of said main track of the Southern Company; it being understood that the right of way of the Southern Company at said point of crossing is one hundred (100) feet in width on either side of the center line of its said main track; ALL being substantially as shown upon the blue print map of survey, dated September 20, 1911, hereunto annexed and made a part of this agreement.

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Second. That the Greenville Company shall do all excavating which may be necessary in effecting said crossing and constructing said underpass; that it will construct such temporary structure as may be required to support the said main track of the Southern Company during the progress of the work of building said underpass; that it will construct on the north and south sides, respectively, of said crossing a substantial concrete masonry abutment, and a substantial concrete masonry pier, to support the steel superstructure^{required} for the said present main track of the Southern Company; the said abutment to be of such plan and design as to admit of the same being extended in either or both directions so as to accommodate, if necessary, two (2) additional main tracks of the Southern Company to extend parallel or substantially parallel with and be located, one on the east, and the other on the west side of its said present main track; and the said pier to be constructed upon a foundation of sufficient length and width to provide for future extensions of the neat work of said pier in both directions so as to accommodate the said two (2) additional main tracks of the Southern Company, and that it will install upon the said abutment and pier such steel girders and other superstructures as may be reasonably prescribed by the Southern Company for its said present main track.

THIRD: 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 detail plans of the said abutment and pier, as well as detail plans showing any and all proposed attachments of trolley wires, cables or superstructure to said underpass, and shop details of the steel work entering therein, and shall obtain his formal approval of the same; it being distinctly understood that in all plans made and submitted hereunder, the arrangement of the said abutment and pier, as well as the spacing of the girders and tracks, shall be in conformity with the said blueprint plan, dated September 20, 1911, hereunto annexed.

Fourth, That in the event that the Southern Company shall, at any time, or from time to time, hereafter, construct one or two additional main track or tracks, to extend parallel or substantially parallel with, and be located on either side or both sides of its present said main track, and to intersect the said respective railroads of the Greenville Company and the Knoxville Company, then and in such event, the Greenville Company shall, as promptly as may be practicable after demand therefor by the Southern Company, construct such extension of or additions to the said abutment and pier as may be reasonably prescribed by the Southern Company for such additional main track or tracks of the Southern Company.

Fifth: That all metal work entering into or forming a part of said structure now contemplated, and of such future additions thereto or extensions thereof as the Greenville Company may be required to provide hereunder, shall be fabricated, constructed and erected in strict accordance with Southern Railway Company General Specifications for Steel Structures, which shall be submitted to the Greenville Company by the Southern Company.

Sixth: That the Greenville Company shall, at all times hereafter, maintain and renew the said abutment and pier now to be constructed, and such future extension thereof, or additions thereto as may hereafter be constructed for one or both of said additional main tracks of the Southern Company, as well as the superstructure for said present main track of the Southern Company, in standard condition, for safe and efficient service.

Seventh: That all work to be done and performed hereunder by the Greenville Company, both present and future, shall, at all times during its progress and upon final completion, be subject to the -

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