

- the said main track of the Southern Company, a 2 degree curve, at a point 375.3 feet north-eastwardly from Milepost No. V-141; the said center lines of the Greenville Company forming a Southwesterly intersection angle of 63 degrees 54 minutes with the tangent of the said center line of the Southern Company produced from the point of intersection; it being understood that the right of way of the Southern Company at said point crossing is 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 June 24, 1911, hereto annexed and made a part of this agreement.

The Southern Company agrees, moreover, that it will build and construct such temporary trestlework or structure as may be necessary to enable it to operate its trains, engines and cars over said crossing, with safety and dispatch, during the progress of said work.

AND THE GREENVILLE COMPANY hereby covenants and agrees, in consideration of said privilege:

1. That it will, at its own cost and expense, and in all respects in accordance with the reasonable requirements of the Southern Company, do all excavating which may be necessary in effecting said crossing and constructing said underpass, and will likewise construct, and thereafter maintain, except as to crossties and steel rail, at said point of crossing, a substantial steel bridge, supported by substantial stone or concrete masonry abutments of such design and specifications as may be reasonably prescribed by the Southern Company, and subject to the approval of the Chief Engineer of Maintenance of Way and Structures of the Southern Company or his duly authorized representative, to carry the said main track of the Southern Company over and above said crossing.
2. That it will pay unto the Southern Company, in cash promptly upon bills rendered therefor, whatever sum may be the actual cost to the Southern Company of building and constructing said temporary trestlework and structure at said point of crossing.
3. That the work of constructing the said crossing and maintaining the same shall, at all times, be done and performed by the Greenville Company in such manner as to cause the least practicable interference with, interruption of, danger or delay to the operations of the Southern Company, upon its said main track.
4. That if the Southern Company shall at any time hereafter, construct an additional track to extend parallel or substantially parallel with its said main track at said point, the Greenville Company will, at its own cost and expense, provide and maintain such additional masonry and superstructure as may be necessary to carry and support such additional track of the Southern Company over and across the track or tracks of the Greenville Company, in all respects in accordance with the plans specifications and requirements of the Southern Company, and subject to the supervision and approval of the Chief Engineer of Maintenance of Way and Structures of the Southern Company, or his duly authorized representative.
5. 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, injury or damage, either to person or estate, which may be caused by the negligence of the Greenville Company, its servants, agents or employees, in or about the construction or maintenance of said crossing, or the operation of trains, engines or cars upon the said line of railroad of the Greenville Company at said point of crossing.
6. 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. --