

That the said Railway Company shall and does hereby absolve the American Spinning Company from, and itself assumes all risks, conditions and elements of injury and damage arising from time to time to the property of the said American Spinning Company and all others, by reason of the laying and building of said road-bed, the change of the said branch channel, or the overflow and lack of care of all water whether by natural flow, surface water, or due to temporary overflow and to pay such damage as may be suffered therefrom and due thereto by any negligence of the said Railway Company.

As it is necessary to move four dwellings and a barn in order that said right-of-way may be used by said Railway Company, said Railway Company hereby agrees to pay to said Spinning Company the sum of eight hundred and fifteen (\$815.00) Dollars to cover the expense to it for moving said buildings.

✓ Said Railway Company proposes to raise the grade of the Buncombe road at the point where it crosses the same, and will thereby cause said Buncombe road-bed to be several feet higher than the road-bed of Sampson Street (which intersects said Buncombe road nearby) that said Railway Company will at its own expense construct a proper and sufficient approach from said Sampson Street to said Buncombe Road so that the travel thereon shall be convenient and practicable; it shall also in like manner provide and maintain proper and sufficient crossing and approaches on Dill Street and to build and maintain said Street as a fill from said crossing to a point across the Valley, being between the waste house and warehouse of Mill No. 1; said road-way to be sixteen feet wide at the top; it shall also in like manner provide and maintain and underpass where Buff Street is now located, same to be fifteen feet wide in the clear and six and a half feet high from its present road-bed to the underside of the girders or supports of its road-way; also Hammett Street underpass, which shall have a road-way of sixteen feet and a side walk of six feet wide, making twenty-two feet in the clear, and roadway shall be nine feet high from its present road-bed to the bottom of girders or supports, the sidewalk to be from one to two feet higher than the road-way; also Campbell Street underpass, which shall be fifteen feet wide in the clear and the height to the bottom of the girders to be six feet in the clear from the road-way as it now is; also Willow Street underpass, which is to be twelve feet wide in the clear, space from road-bed to bottom of girders to be six and a half feet in the clear, and this street or underpass shall be located so that its center will be two thousand and forty-four (2044) feet from the N.E. line of the Buncombe Road where said railway crosses said road. All underpasses lowered, as shown on the blueprint hereto attached shall be constructed by the Railway Company at its own cost and expense, so that water shall not collect or stand therein and shall upon the request of the Spinning Company be macadamized. ✓

In witness whereof the parties hereto have in duplicate caused their corporate seals to be hereunto affixed and these presents subscribed by their duly authorized officers the day and year first above written.

Signed, sealed and delivered in the presence of:
D.C. Carmichael, by AS TO G.S. & A. RY. Co.
C.B. Miller, and

T.A. Sizemore, by AS TO American Spinning Co.
Harry M. Pickett, and

South Carolina,
Greenville County.

AMERICAN SPINNING CO.
J.H. Morgan, Prest. & Treas.
W.B. Boyd, Secy.
GREENVILLE, SPARTANBURG & ANDERSON RAILWAY Co.
By W.S. Lee,
Vice-Prest.



Personally comes before me C.B. Miller who on oath says: that he saw the within named Greenville, Spartanburg and Anderson Railway Company, by its duly authorized officer W.S. Lee, Vice Pres. -