

An Agreement, made and entered into this 14 day of October, 1927, by and between:

Southern Railway Company, a corporation organized and existing under and virtue of the laws of the State of Virginia, hereinafter for convenience styled the Railway Company, party of the first part; and

Greater Greenville Sewer District Commission, a Corporation organized and existing under and by virtue of the laws of the State of South Carolina, hereinafter for convenience styled the Licensee, party of the second part;

Witnesseth:

That the Railway Company, for and in consideration of the covenants of the Licensee upon its part to be kept and performed, as hereinafter expressed, hereby gives and grants unto the Licensee the right or license, determinable as hereinafter expressed, to construct and maintain two hundred and one (201) feet of twenty (20) inch C.I. sewer pipe, and three hundred and sixty-five (365) feet of eighteen (18) inch S.I. sewer pipe, together with two (2) manholes for the purposes of access to said pipes, upon, along and across the right of way and under the main tracts of the Railway Company running between Washington and Atlanta, and the switching lead tributary tracts, at a depth of at least thirty-six (36) feet below the base of the rails in said tracks, in the City of Greenville, County of Greenville and State of South Carolina; all being as substantially as shown upon the blue-print of sketch dated July 16, 1927, hereto annexed and made a part of this agreement.

And the Licensee, hereby covenants and agrees in consideration of said license:

1. That in the installation and construction of the said pipes and manholes, the Licensee will conform to such specifications as may be prescribed by the Railway Company, and at all times thereafter, and during the existence of the same upon the right of way of the Railway Company, the Licensee will maintain the said pipes and manholes in such condition that the same or the use thereof by the Licensee, shall not be or become an obstruction to, or interfere with, the safe and proper maintenance of the roadbed or the tracks or structures upon the same, or endanger life or limb of employees of the Railway Company or other persons on the right of way and premises of the Railway Company.

2. That in the event that the Railway Company shall, at any time hereafter during the life of this agreement, make any change in its roadbed, or the

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structures thereon, or construct any additional tracks or structures upon its right of way, and shall find it necessary to disturb said pipes and manholes in so doing, then and in such event, the Licensee will, at its own cost and expense, upon notice, in writing, so to do, remove upon it by the Railway Company, change the location of said pipes and manholes, and thereafter maintain the same hereunder, so that said pipes and manholes shall not interfere with the work of the Railway Company.

3. That the privilege hereby granted is to be used and enjoyed at the sole risk of the Licensee, and, in consideration of the benefit to be derived therefrom by the Licensee, it covenants hereby that it will indemnify and save harmless the Railway Company against any and all risks, loss, injury, damage or expense, accruing from or by reason of the construction or maintenance of the said pipes and manholes upon and across the right of way or premises and under the tracks of the Railway Company, or the use of the same by the Licensee hereunder, whether such loss, injury, damage or expense is due in whole or in part, proximately or remotely, to the presence of said pipes and manholes on the right of way or premises of the Railway Company, or whether it may be attributable to any extent to the negligence of the Railway Company or otherwise. And this covenant shall run with the license herein granted.

4. That in the event that the Licensee shall make default in the performance of any one or more of its covenants in this agreement contained, or in the event that the said pipes and manholes shall, by reason of improper maintenance or otherwise, become a source of danger to, or be likely to interfere with the operations of the Railway Company on its said line of railroad, or in the event that the Railway Company shall at any time require for railroad purposes the right of way occupied by said pipes and manholes, or any part or parcel thereof, then and in either of such events, the license hereby granted may, at the option of the Railway Company, be deemed to be forfeited, and the Licensee shall, at its own cost and expense, upon being notified by the Railway Company, in writing, so to do, forthwith remove its said pipes and manholes from the right of way of the

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