

An Agreement, made and entered into this 28th day of December, 1927, 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 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 a twenty-one (21) inch vitrified clay sewer pipe across the right of way and under the upper track of the Railway Company known as the "Bleaching Spout", buried at a depth of at least five (5) feet below

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the base of the rails in said track, at Greenville, in the County of Greenville and State of South Carolina, substantially as shown colored red upon the blue print of sketch dated July 19, 1927, last revision January 6th, 1928, 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 pipe, 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 pipe 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 structures thereon, or construct any additional tracks or structures upon its said right of way, and shall find it necessary to disturb said pipe in so doing, then in such event, the Licensee will, at its own cost and expense, upon notice, in writing, so to do, served upon it by the Railway Company, change the location of said pipe and thereafter maintain the same hereunder, so that the said pipe shall not interfere with the work of the Railway Company.

3. That the privileges hereby granted are 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, its covenants hereby and 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 this said pipe 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

(over)