

or structures upon its said right of way, and shall find it necessary to disturb said pipe in so doing, then and 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 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 expenses, accruing from or by reason of the construction or maintenance of the 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 whole or in part, proximately or remotely, to the presence of said pipe 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 pipe 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, 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 the said pipe from the right of way of the Railway Company, and restore said right of way to its condition existing prior to the construction of said pipe thereupon; or, in default thereof, the Railway Company may itself remove the same and restore the condition of said right of way, at the expense of the Licensee.

And It is Mutually Covenanted and Agreed:

5. 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.

In Witness Whereof, the parties hereto have executed these presents, in duplicate, each

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part being an original, the day and year first above written.

In presence of:
D. L. Rose
G. B. LeFors

Southern Railway Company
By: F. S. Wynn
Vice-President

as to Railway Company.

Attest: Guy C. Mauldin
Assistant Secretary

In presence of:
Louise Purcell
E. D. Fry

Greater Greenville Sewer
District Commission
By: J. C. Gowers
Chairman

as to Licensee.

District of Columbia } ss:
City of Washington }

On this 11th day of January, 1928, at my office in said City aforesaid, personally appeared before me, Pearce Horne, a Notary Public for said District, G. B. LeFors, to me known, and known to me to be one of the subscribing witnesses to the foregoing instrument, and made oath that he saw the within named F. S. Wynn and Guy C. Mauldin, sign, seal and deliver the foregoing writing and instrument, as Vice-President and Assistant Secretary, respectively, of Southern Railway Company, a corporation, as and for their act and deed, and as and for the act and deed of said Southern Railway Company, and that he, with D. L. Rose, witnessed the due execution thereof on the day of its date thereof.

Sworn to and subscribed before me
this 11th day of January, 1928.

Pearce Horne
Notary Public

State of South Carolina }
County of Greenville }

Personally appeared before me E. D. Fry who being duly sworn, says, that he saw Greater Greenville Sewer District Commission, By J. C. Gowers, Chairman, sign, seal and deliver the within written instrument for the uses and purposes therein stated, and that he, with Louise Purcell witnessed the execution thereof.

Sworn to and subscribed before me
this 2nd day of Nov. 1927.

B. A. Morgan
Notary Public for South Carolina

Recorded April 5, 1928 at 12 M.