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An Agreement, made and entered into this 4th day of September, 1934, 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

Parker Water and Sewer Sub-District, Inc., 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, hereinafter expressed, and of other good and sufficient considerations thereunto moving it, hereby gives and grants unto the Licensee the right or license, determinable as hereinafter expressed, to construct and maintain its sewer pipes upon, along and across the right of way and under the main tracks of the Railway Company running between Washington and Atlanta, and across below grade, certain spur tracks tributary thereto, and the right of way therefor, together with manholes for the purpose of access to said pipes, at Greenville, in the County of Greenville and State of South Carolina, substantially as shown colored red upon the blue-print of Tracing 843, dated July 18, 1934, hereunto annexed and by mutual agreement of the parties hereto made a part hereof.

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

- 1. That in the installation and construction of said pipes across the right of \*sy and under the tracks of the Railway Company, as aforesaid, the Licensee shall bury the same at the depths below the base of the rails in said tracks shown upon said blue-print hereto attached, and shall, moreover, conform to such other specifications shown thereon and ass may be prescribed by the Railway Company in the installation and construction of said pipes and manholes; it being understood that the work of constructing and maintaining said pipes and manholes shall, at all times during its progress, be subject to the inspection and supervision, and upon its completion, to the approval, of the proper officer of the Railway Company.
- 2. That the Licensee will maintain the said pipes and manholes, at all times during the existence of the same upon the right of way of the Railway Company, in such condition that the said pipes and manholes, 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 kimb of employees of the Railway Company or other persons on the right of way and premises of the Railway Company.
- 3. 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 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, served upon it by the Railway Company, change the location of said pipes and manholes and thereafter maintain the same hereunder, so that the said pipes and manholes shall not interfere with the work of the Railway Company,
- 4. 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

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