- 2. Shell Oil Company does hereby grant unto Star Enterprises, Inc. the right and privilege to extend a sewer line or sewer lines from other property owned by Star Enterprises, Inc. to the sewer line connecting the sewer system on the leased premises of Shell Oil Company with the sewer line heretofore installed and now owned by Star Enterprises, Inc. and to use said section of the sewer line for the purpose of disposing of waste and sewage from other property owned by Star Enterprises, Inc. bounding on South Carolina Highway 291.
- 3. It is understood and agreed that if in the opinion of Star Enterprises, Inc. the use by Shell Oil Company of the sewer line connecting the sewer system on its leased premises to the line already installed and now used by Star Enterprises (whether said line is used by Shell Oil Company alone or by said lessee in connection with lines from other property of Star Enterprises, Inc. bounding on South Carolina Highway 291) causes the line serving the property of Star Enterprises, Inc. or any part thereof to become overloaded or fail to perform satisfactorily as in the past, Shell Oil Company will, upon receipt of 30 days notice in writing from Star Enterprises, Inc., disconnect the connecting line constructed and used by it under the terms of this agreement and thereafter will cease and desist from using any part of the sewer line of Star Enterprises, Inc. for the purpose of disposing of waste and sewage from its filling station constructed on the premises leased by it from Star Enterprises, Inc. In the event this notice is given by Star Enterprises, Inc. to Shell Oil Company, Star Enterprises, Inc. agrees that on or before the expiration of said notice it will disconnect any sewer line or lines which it has constructed after the date of this agreement on other property owned by it and connected with the connecting line constructed and used by Shell Oil Company and that it will after said expiration date cease and desist from further use of any part of said sewer line.
- 4. It is understood and agreed that any sewer line or lines heretofore installed or hereafter installed by either of the parties hereto shall remain the sole and separate property of the party installing the same and that upon condemnation thereof by any governmental body having the right of eminent domain or upon a transfer and conveyance of said sewer lines by either of the parties hereto to the City of Greenville or to any sewer district or other political subdivision or body having control of the sewer system in said area, the consideration for the condemnation or conveyance of the sewer lines paid to each party shall be its separate property, free from any claim by or on the part of the other party to this agreement.

WITNESS the hands and seals of the parties hereto the

date first above written.

WITNESSES:

STAR ENTERPRISES, INC.

Bv

SHELL OIL COMPANY

(SEAL)

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SALES MANAGER

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