

This Agreement, Made and entered into this 13th day of February, 1935, by and between the Charleston & Western Carolina Railway Company, a corporation created and organized under and by virtue of the laws of the State of South Carolina, hereinafter for convenience styled the Railway Company, the first party, and the Parker Water and Sewer Sub-District, a municipal corporation, of Greenville, South Carolina, the second party,

witnesseth: That the Railway Company, for and in consideration of the sum of One Dollar to it in hand paid by the second party, the receipt whereof is hereby acknowledged and the performance of the covenants hereinafter contained on the part of the second party, does hereby give and grant unto the second party the right and privilege to lay and maintain, for the purpose of sewage disposal, a line of 15-inch cast iron sewer pipe under trestle and across right of way of connection track of the Railway Company, at location described as follows:

Commencing at a point on the eastern edge of right of way and running in a westerly direction 20 feet across right of way, at right angles to center line of said track, point of crossing being 13,320 feet north of point of switch of said track, said point of switch being 3,335 feet west of mile post 130, Greenville Branch Line of the Railway Company (as measured from Augusta, Ga), all more fully shown, in red, on blue print attached and made a part hereof.

And the second party hereby covenants and agrees with the Railway Company in consideration thereof, as follows:

1. That the second party shall lay and maintain said pipe in a manner satisfactory to the Assistant Engineer of the Railway Company and so as not to interfere with pipe or other structures now in place; and in the event that the said pipe shall become in need of repairs, the second party shall repair same upon notice given by the said Engineer, and upon the failure of the second party to make such repairs, the Railway Company may make all necessary repairs, but at the cost of the second party, which said cost the second party hereby agrees and promises to pay on demand.

2. That the second party shall assume entire responsibility for all damages caused in any manner by the said pipe, or the installation or maintenance of same, to the property or employees of the Railway Company or to any other person or property; and that the second party shall protect and save harmless the Railway Company, from any and all damages and losses caused in any manner from the said pipe, or the installation or maintenance of same, however resulting.

3. That the second party will not use said pipe for any other purpose than that specified herein, and will not assign this agreement or suffer or permit any other person or corporation to use said pipe without the consent in writing of the Railway Company.

4. That the second party will, within thirty days after receipt from the Railway Company of written notice so to do, remove said pipe from the premises of the Railway Company and restore said premises to a condition satisfactory to the Assistant Engineer or other property officer of the Railway Company, and that, in the event of the failure of the second party so to do, the Railway Company may remove said pipe and restore said premises at the cost and expense of the second party, which cost and expense the second party hereby promises to pay to the Railway Company on demand.

In Witness whereof, the parties hereto have executed these presents, in duplicate the day and year first above written.

Witnesses for first party:

S. D. Hurse, Jr.  
J. K. Rehder

Witnesses for second party:

Mary M. Rast,  
J. Wilbur Hicks.

State of South Carolina,  
County of Greenville

Personally appeared J. Wilbur Hicks who being duly sworn says he saw the above named Parker Water and Sewer Sub-District by Carl L. Gullick Chairman and Jas. F. Howard, Secretary, sign, seal and as the act and deed of said corporation deliver the within written instrument and that he with Mary M. Rast witnessed the execution thereof.

Sworn to before me this August 8, 1935.

Mary S. Wilburn (SEAL)

Notary Public, S. C.

State of North Carolina,  
County of New Hanover.

Personally appeared S. D. Hurse Jr, who being duly sworn says that he saw the within named Charleston & Western Carolina Railway Company, by J. N. Brand, General Manager, sign, seal and as the act and deed of the corporation deliver the above written instrument and that deponent with J. K. Rehder witnessed the execution thereof.

Sworn to before me this 12  
day of August, 1935.

S. D. Hurse, Jr.,

Charleston & Western Carolina Railway  
Company;

BY: J. N. Brand, General Manager.

Parker Water and Sewer Sub-District.

BY: Carl L. Gullick  
Chairman.

Attest: Jas. F. Howard, Secretary.

(SEAL)



(OVER)