

An Agreement, made and entered into this 6th day of May, 1930, 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;

W I T N E S S E T H.

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 sixteen (16) inch cast iron sanitary sewer pipe across the right of way and
 under the main track of the Railway Company running between Columbia and Greenville, at
 Greenville, in the County of Greenville and State of South Carolina, 1407 feet northeast of
 Milepost V-141; All being substantially as shown upon the blue-print or sketch dated Febru-
 ary 25, 1930, hereunto annexed and made a part of this agreement; the said sewer pipe being
 colored red thereon.

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 Com-
 pany, 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 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
 its covenants hereby that 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 con-
 struction 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 re-
 motely, 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 be 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 re-
 move its 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 de-
 fault 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 respec-
 tive 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 part being an original, the day and year first above written.

In presence of:

I. L. Reese
 G. B. Le Fee.
 as to Railway Company

Attest: Guy E. Mauldin.
 Asst. Secretary.



Southern Railway Company,
 F. S. Wynn.
 Vice President.

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