

State of South Carolina
County of Greenville

This Agreement, made and entered into this 22nd day of October A.D. 1924 by and between Greenville and Northern Railway Company, a corporation organized under the laws of the State of South Carolina, hereinafter for convenience called the Railway Company, party of the first part, and Parker Water and Sewer Sub-District, a municipal corporation, County of Greenville, State of South Carolina, hereinafter for convenience called the Licensee party of the second part.

Witnesseth

That the Railway Company, for and in consideration of the sum of One Dollar (\$1.00) to it paid by the Licensee, and the further consideration of the covenants and agreements of the Licensee as hereinafter set forth, gives unto the Licensee, terminable as hereinafter expressed, the license or privilege to lay and maintain two lines of cast iron sewer pipe beneath and not less than Four Feet (4') below the tracks of the Railway Company, the said pipe of the dimensions and at the specific locations as hereinafter set forth, both lines being in the vicinity of Cedar Lane Road and Reedy River, near the City of Greenville, County of Greenville, State of South Carolina, said pipe dimensions with their specific locations more particularly recited as follows:

An eight inch (8") Cast Iron Sewer Line under the Railway Company's track and across the right of way between 2 mile Post and 3 mile Post, at, or near the point where the Railway Company's track crosses Reedy River, a distance of approximately Three Hundred Feet (300') north of the Southern Public Utilities Company Street Car Line crossing, and near the plant of Brooks Brothers & Company, Inc.

An Eight inch (8") Cast Iron Sewer Pipe Line under the Railway Company's track and across the right of way between 2 mile Post and 3 mile Post, approximately Six Hundred Feet (600') south of the Southern Public Utilities Company Street Car Line crossing and Two Hundred Fifty Feet (250') southwest of the plant of Southern Silk Fabric Company;

And the Licensee, for itself, its successors and assigns, hereby covenants and agrees:

First: That this license is a privilege, to the herein named Licensee and is not transferable or assignable, and any attempt to transfer or assign the same to others shall operate as a forfeiture thereof.

Second: That said pipe shall be placed and maintained at the cost and expense of the Licensee, but in the manner and of the materials satisfactory to the Railway Company.

Third: That in the event the Railway Company shall at any time hereafter, during the life of this Agreement make any change in its road bed, tracks, or other structures thereon, or increase the number of tracks, or construct any appliances or fixtures necessary or convenient for the operation of same, and shall find it necessary or convenient to disturb said pipe line and pipes in so doing, then and in such event, the Licensee shall, upon notice in writing, so to do, at its own expense, change the location of said pipe line so that the same shall not interfere with the work of the Railway Company or its successors and assigns, in its use of said tracks and other property.

Fourth: That it will indemnify and save the Railway Company harmless from and against any and all loss of or damage to property of the