

construction 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 remotely, 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.

5. 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 by reason of improper maintenance or otherwise become a source or 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 remove its said pipe from the right of way of the Railway Company, and restore said right of way to condition existing prior to the construction of said pipe thereupon; or, in default thereof, the Railway Company may bring an action to require the removal of said pipe by the Licensee, or 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:

6. That this agreement shall insure to the benefit of and be binding upon the respective 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, as of the day and year first above written.

In presence of:

J. W. Martin
G. B. LeFoe
As to Railway Company

SOUTHERN RAILWAY COMPANY,
By

John B. Hyde
Vice-President

In presence of:

Henry Fairchild
A. G. Gower
As to Licensee.

ATTEST: Guy E. Mauldin
Asst. Secretary



GREATER GREENVILLE SEWER DISTRICT
COMMISSION,

By
T. C. Gower
Chairman

7-16-37 C-s
4713

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PERSONALLY appeared before me Henry Fairchild who being duly sworn says, that he saw GREATER GREENVILLE SEWER DISTRICT COMMISSION, by T. C. Gower, Chairman, sign, seal and deliver the within written instrument for the uses and purposes therein stated, and that he with A. G. Gower witnessed the execution thereof.

Sworn to and subscribed before me this

15th. day of September, 1937

A. G. Gower
Notary Public for South Carolina

Henry Fairchild

DISTRICT OF COLUMBIA,
City of Washington.

On this 22d. day of September, 1937, at my office in said District aforesaid, personally appeared before me, Pearce Horne, a Notary Public in and for the District of Columbia, J. W. Martin, to me known, and known to me to be one of the subscribing witnesses to the foregoing instrument, and made oath that he saw the within named John B. Hyde and Guy E. Mauldin, sign, seal and deliver the foregoing writing and indenture as Vice President and Assistant Secretary, respectively, of Southern Railway Company, a corporation, as and for their act and deed, and as and for the act and deed of said Southern Railway Company, and that he, with G. B. Lefoe, witnessed the due execution thereof on the day of the date thereof.

SWORN to and subscribed before me
this 22d. day of September, 1937

J. W. Martin

Pearce Horne, Notary Public in and for the District of Columbia (Recorded Sept. 29, 1937 at 8:45A.M.) BY: J.H.