

AN AGREEMENT, made and entered into this 9th. day of August, 1937,  
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 conveniences 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 of license, determinable as hereinafter expressed, to construct and maintain a fourteen (14) inch Class "C" cast iron sanitary sewer pipe, across, below grade, the present main tracks of the Railway Company running between Washington and Atlanta, and the old main track (A. & C. A. L.) of the Railway Company, and the right of way for said tracks, at or near GREENVILLE, in the County of Greenville and State of South Carolina, substantially as shown upon the blue-print of Drawing A-6246, dated May 20, 1937, hereunto annexed and by mutual agreement of the parties hereto made a part hereof; the location or locations of said pipe on said right of way of the Railway Company being colored in red thereon.

AND the LICENSEE hereby covenants and agrees in consideration of said license:

1. That in the installation and construction of said pipe across the right of way and under the tracks of the Railway Company, as aforesaid, the Licensee shall conform to the plans and specifications shown upon the blue print hereto attached, and such other specifications as may be prescribed by the Railway Company in the installation and construction of said pipe; it being understood that the work of installing and constructing said pipe shall, at all times during its progress, be subject to the inspection and supervision, and upon its completion, to the approval, of the proper officer of the Railway Company, it being further understood that said pipe shall be so constructed and maintained that the same will not in any way interfere with the drainage or flow through the culverts of the Railway Company under said tracks and through which said pipe passes.

2. That the Licensee will, at its own cost and expense, maintain the said pipe, at all times during the existence of the same upon the right of way of the Railway Company, in such conditions that the said pipe, 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.

3. 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 locations of said pipe and thereafter maintain the same hereunder, so that the said pipe shall not interfere with the work of the Railway Company.

4. 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, it 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