

THIS AGREEMENT, Made and entered into this 16 day of August, A. D., 1938, by and between PIEDMONT AND NORTHERN RAILWAY COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of South Carolina, party of the first part, hereinafter designated as and called the "Railway Company", and GREATER GREENVILLE SEWER DISTRICT, a body corporate and politic created and existing under and by virtue of the laws of the State of South Carolina, part of the second part, hereinafter designated as and called the "Licensee",

WITNESSETH:

THAT the Railway Company, for and in consideration of the covenants of the Licensee, determinable hereinafter expressed, hereby gives unto the Licensee, determinable as hereinafter set forth, the license or privilege to lay and maintain a ten (10") inch cast iron sewer pipe line across the right of way and through the culvert in fill beneath its line of railway at a point approximately thirteen hundred and forty-two (1342) feet North of mile post No. 59 on its main line of railway in the County of Greenville, between Greenville and Spartanburg, in the State of South Carolina, the said cast iron sewer pipe line to be placed and maintained in said concrete culvert as shown on drawing hereto attached and made a part hereof. And the Licensee hereby covenants and agrees in consideration of said license as follows:

FIRST: That this license is a personal privilege to it hereunder and is not transferable or assignable, and any attempt to transfer or assign the same shall operate as a forfeiture thereof.

SECOND: That it will lay said pipe line, and, at all times thereafter during the life of this agreement, maintain the same in all respects in accordance with the reasonable requirements of the Railway Company, looking to the safe and convenient operation and maintenance of its said culvert, right of way and railway.

THIRD: That in the event the Railway Company shall, at any time hereafter during the life of this agreement, make any change in its said culvert, road bed or the structures thereon, or increase the number of railway tracks upon the said right of way, or construct any appliances or fixtures necessary or convenient for the operation of the same, and shall find it necessary or convenient to disturb said pipe line 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 use of its said culvert, railway 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 Railway Company, and against any and all claims, demands, suits, judgments or sums of money accruing to the Licensee or to any person, firm or corporation against the Railway Company for any injury or damage caused in any manner, howsoever resulting, either to person or property arising or growing out of the location and/or maintenance of said pipe line in said culvert upon the right of way of the Railway Company.

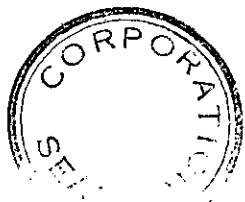
FIFTH: That it will remove said pipe/line from said culvert and right of way of the Railway Company at any time hereafter, upon thirty (30) days' notice in writing so to do, and restore said culvert and right of way to the condition existing prior to the location of said pipe line therein, and in the event of any default thereof the Railway Company may remove said pipe line and restore its said right of way and culvert to the condition existing prior to the exercise of the license herein granted, but at the expense of the Licensee.

SIXTH: The Licensee agrees to pay to the Railway Company the expenses of its representative in supervising the laying of said pipe line, promptly upon receipt of bill rendered by the Railway Company therefor.

IN WITNESS WHEREOF, the Railway Company has caused this agreement to be signed in duplicate in its name and behalf by its Vice President, its corporate seal to be hereunto affixed, and to be attested by its Secretary; and the Licensee, by resolution duly adopted by its Commission in meeting assembled, has likewise caused this agreement to be signed in its name and behalf by its Chairman, its corporate seal to be hereunto affixed, and to be attested by its Secretary, the day and year first above written.

ATTEST:

J. C. McGowan
Secretary



PIEDMONT AND NORTHERN RAILWAY COMPANY
By W. T. Gill
Vice President

ATTEST:

DuPont Guerry, Jr.
Secretary

GREATER GREENVILLE SEWER DISTRICT COMMISSION
By C. T. Gower
Chairman

WITNESS

J. Will Hunter)
A. F. Day)

As to T. C. Gower, Chairman and
DuPont Guerry Jr. Secretary