

formance 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 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 remove its said pipe from the right of way or property of the Railway Company and restore said right of way or property to condition existing prior to the construction of said pipe thereon; 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 or property, at the expense of the Licensee.

AND IT IS MUTUALLY COVENANTED AND AGREED:

6. That this agreement shall inure 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:

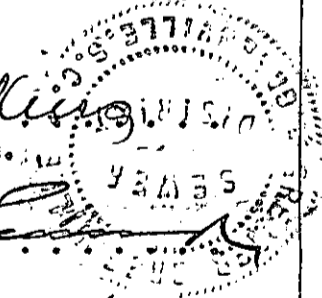
*James V. Smiley* .....  
*L. M. Dean* .....  
As to Railway Company.

SOUTHERN RAILWAY COMPANY,  
By *J. S. Bray* .....  
ATTEST: *J. H. Ashcraft* .....  
Vice President.  
Asst. Secretary.

In presence of:

*E. J. Fry* .....  
*Louise Curdlee* .....  
As to Licensee.

GREATER GREENVILLE SEWER DISTRICT  
COMMISSION,  
By *J. S. Bray* .....  
Chairman.  
*W. W. Carter* .....  
*J. H. Ashcraft* .....  
Members.



8-8-51 DT/e  
4713