

Looking to the safe and convenient operation and maintenance of its railway and right-of-way. That all man holes shall be flush with the ground and kept locked with cast iron tops, and whenever it shall be necessary to remove the tops from said man holes proper enclosures shall be kept around said manholes, and red flags shall be kept on the enclosures, and at all times at night between dusk and dawn a sufficient number of lanterns shall be kept burning upon said enclosures as a warning against the falling or running into said manholes.

Third: That it will take all necessary precautions in laying said pipe line near the Duke Power Company's tower adjacent to station 10 plus 90 so as not to disturb the foundation of said tower.

Fourth: 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 or the structures thereon, or increase the number of railway tracks upon its 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 lines or any of them 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 lines or any of them required to be changed by the Railway Company so that the same shall not interfere with the work of the Railway Company or its use of its said railway tracks or other property.

Fifth: 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 or on account of any injury or damage caused in any manner whatsoever resulting either to person or property arising or growing out of the location and maintenance of said pipe lines upon the right-of-way of the Railway Company, and that it will assume any and all liability arising from channel obstructions of Long Creek resulting from the laying and maintenance of said pipe lines.

Sixth: The Licensee agrees to pay to the Railway Company

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Company the expense of its representative in supervising the laying of said pipe lines, 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 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.

Witness  
F. E. Lagerholm,  
W. J. Kerr, Jr.



Piedmont and Northern  
Railway Company,  
By: E. J. Thomason  
Vice-President.

attest:  
J. L. McRowan  
Secretary.

Witness  
E. D. Fry,  
Louise Purcell  
attest:  
Dupont Querry,  
Secretary.



Greater Greenville Sewer District  
Commissioner,  
By: J. L. Kover,  
Chairman.

State of North Carolina,  
County of Mecklenburg.

Personally appeared before me W. J. Kerr, Jr. who being duly sworn says that he saw Piedmont & Northern Railway Company, by E. Thomason Vice President, and J. L. McRowan Secretary, sign seal and deliver the within written instrument for the uses and purposes therein stated, and that he with F. E. Lagerholm witnessed the execution thereof.

Sworn to and subscribed  
before me this eighth day  
of February, 1929.

W. J. Kerr, Jr.

Joe S. Sedee,  
Notary Public for N. C.,  
Notary Public, Mecklenburg County, N. C.,  
my commission expired June 18, 1929.

Over for other "Probate".