

This Agreement, made and entered into this 3rd day of August, A. D. 1934, 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 Parker Water and Sewer Sub-District, Inc., a body corporate and politic created and existing under and by virtue of the laws of the State of South Carolina, party 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 hereinafter expressed, hereby given unto the Licensee, determinable as hereinafter set forth, the license or privilege to lay and maintain the following described cast iron sewer pipe lines across its rights-of-way and under its tracks near the City of Greenville, in the County of Greenville, State of South Carolina, at the following described locations;

1. An eight (8") inch cast iron sewer pipe under spur track to Brandon Mills at Chester and Cabinet Streets.
2. An eight (8") inch cast iron sewer pipe under tracks at Cedar Lane Road near the Piedmont Warehouse.
3. An eight (8") inch cast iron sewer pipe under tracks at East Bates Street near the American Spinning Company.
4. (marked out)
5. A fifteen (15") inch cast iron sewer pipe under spur track to the Monaghan Mills at Smyth Street.
6. An eight (8") inch cast iron sewer pipe under tracks approximately 200 feet North of Masley Road Bridge on Chester street on spur leading to Brandon Mills.

All of said pipe lines shall be laid and maintained at least three (3') feet beneath the ties of said tracts of the Railway Company and shall be encased in larger cast iron pipe.

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 lines, 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 tracks and rights-of-way.

Third: 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 rights-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 locations 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.

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 or on account of any injury or damage caused in any manner, however resulting either to person or property, arising or growing out of the location and maintenance of said pipe lines upon the rights-of-way of the Railway Company.

Fifth: The Licensee agrees to pay to the Railway 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 President, its corporate seal to be hereunto affixed, and to be attested by its Secretary; and the Licensee, by resolution duly adopted by its Committee 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
W. M. Ellison
W. J. Kerr, Jr., } Witnesses as to
Attest: James F. Howard, Secretary

J. Wilbur Hicks
Mary S. Wilburn } Witnesses as to-----

Piedmont and Northern Railway Company,
BY: E. Thomason,
President.

Parker Water and Sewer Sub-District, Inc.,
BY: Carl L. Gullick, Chairman Parker Water
Sewer Sub-District Committee.

