

An Agreement, made and entered into this 25th day of March, 1935, 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 convenience styled the Railway Company, party of the first part; and

Parker Water and Sewer Sub-District, Inc., 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, hereinafter expressed, and of other good and sufficient considerations thereunto moving it, hereby gives and grants unto the Licensee the right or license, determinable as hereinafter expressed, to construct and maintain an eight (8) inch cast iron sewer pipe across, below grade, the so-called "Bleachery Spur" of the Railway Company, and the right of way therefor, and through the trestle supporting said spur-track, at Greenville, in the County of Greenville and State of South Carolina, substantially as shown colored red upon the blue-print of Tracing 5369, dated February 16, 1935, hereunto annexed and by mutual agreement of the parties hereto made a part hereof.

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 track of the Railway Company, as aforesaid, the Licensee shall lay the same at the depth below the top of the rails in said track and in accordance with plans and specifications shown upon the said blue-print map hereto attached; and shall, moreover, conform to 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 constructing and maintaining 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.
2. That the Licensee will maintain the said pipe, at all times during the existence of the same upon the right of way of the Railway Company, in such condition 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 location 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 construction or maintenance of the said pipe upon and across the right of way or premises and under the tracks of the Railway Company, or the use of the same by the Licensee here under, whether such loss, injury, damage or expense is due in whole or in part, proximately or remotely, to the presence of said pipe on the right of way or premises of the Railway Company, or whether it may be attributable to any extent to the negligence of the Railway Company or otherwise. And this covenant shall run with the license herein granted.
5. That in the event that the Licensee shall make default in the performance of any one or more of its covenants in this agreement contained, or in the event that the said pipe shall be 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 of the Railway Company, and restore said right of way to its condition existing prior to the construction of said pipe thereupon; 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, at the expense of the Licensee.

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