

sketch, dated July 19, 1927, revised October 7, 1927, hereto annexed and made a part of this agreement. And the Licensee hereby covenants and agrees in consideration of said license:

1. That in the installation and construction of the said pipe, the Licensee will conform to such specifications as may be prescribed by the Railway Company, and at all times thereafter, and during the existence of the same upon the right of way of the Railway Company, the Licensee will maintain the said pipe in such condition that the same, 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.

2. 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, remove 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.

3. That the privilege hereby granted is to be used and enjoyed at the sole risk of the Licensee, and, in consideration of the benefits 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 expenses, accruing from or by reason of its 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 hereunder, 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 otherwise may be attributable to any extent to the negligence of the Railway Company or otherwise. And this covenant shall run with the

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license herein granted.

4. 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 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 expenses upon being notified by the Railway Company, in writing, so to do, forthwith remove the 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 itself remove the same and restore the condition of said right of way, at the expense of the Licensee.

And it is mutually covenanted and agreed:

5. 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, the day and year first above written.

Impressed of:  
 L. Rose  
 G. B. LeFors  
 As to Railway Company.  
 Impressed of:  
 Ed. D. Fry  
 Louise Percell  
 As to Licensee.

Southern Railway Company  
 By: F. S. Dymally, President  
 Attest: Guy B. Mauldin, Assistant Secretary  
 Greater Greenview Sewer District  
 Commission  
 By: H. Gower, Chairman



11-7-27-cv  
 4713

District of Columbia } s. s.  
 City of Washington }

On this 14<sup>th</sup> day of January, 1928, at my office in said City aforesaid, personally appeared before me, Phares H. Stone, a Notary Public for said District, G. B. LeFors, to me known, and known to me to be one of the subscribing witnesses to the foregoing instrument, and made oath that he saw the within

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