

whole or in part, proximately or remotely, to the proceeds 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 Contract shall run with the 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 expense, 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 itself may 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.

In the presence of: Southern Railway Company
 D. L. Rose By: F. S. Wynn, President
 G. B. Lefore Attest: Guy E. Mauldin, Assistant Secretary

As to Railway Company: Greater Greenville, S.C.
 In the presence of: District Commissioner
 A. G. Lower By: T. B. Rowan, Chairman

In the presence of: Licensee
 A. G. Lower
 Ed. D. Fry

11-7-27-cr.
 4712
 District of Columbia } ss:
 City of Washington

On this 25th day of January, 1928, at my office in said City aforesaid, personally appeared before me, Charles Horn, a Notary Public for said District, G. B. Lefore, to me known, and Rowan to me to be one of its subscribing witnesses to the foregoing instrument, and made oath.

Notary Public

that he saw the within named F. S. Wynn and Guy E. Mauldin, sign, seal and deliver the foregoing writing and instrument, as Vice-President and Assistant Secretary, respectively, of Southern Railway Company, a corporation, as and for their act and deed, and as for the act and deed of said Southern Railway Company, that he with D. L. Rose, witnessed the due execution thereof on the day of its date hereof.

G. B. Lefore

Sworn to and subscribed before me
 the 26 day of January, 1928
 Charles Horn
 Notary Public

State of North Carolina)
 County of _____)

Personally appeared before me _____ and made oath that he saw the within named Southern Railway Company, by its duly authorized officers Vice-President and _____, sign, seal with its corporate seal, and as the act and deed of said corporation deliver the written easement within, and that he with _____ witnesses the execution thereof.

Sworn to before me this _____ day of _____, A. D. 1927

(LS)
 Notary Public for North Carolina

State of South Carolina)
 County of Greenville)

Personally appeared before me T. D. Fry who being duly sworn says, that he saw Greater Greenville Sewer District Commissioner, By G. C. Gower, Chairman, sign seal and deliver the within written instrument for the uses and purposes therein stated, and that he with A. G. Lower, witnessed the execution thereof.

T. D. Fry

Sworn to and subscribed before me this 28 day of December, 1927

A. G. Lower
 Notary Public for South Carolina

Recorded April 5, 1928 at 12 M.