

State of South Carolina.

County of Greenville.

An agreement, made and entered into this the 3 day of January, 1928, by and between Southern Public Utilities Company, a corporation duly organized and existing under and by virtue of the laws of the State of Maine, hereinafter for convenience styled the Utilities Company, party of the first part; and,

Greater Greenville Sewer District Commission, 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;

Witnesseth: That the Utilities Company, for and in consideration of the covenants of the Licensee upon its part to be kept and performed, as hereinafter expressed, hereby gives and grants unto the Licensee, determinable as hereinafter expressed, the license or privilege to construct and maintain three (3) cast iron sewer pipe lines across its right of way and under its tracks near the City of Greenville, in the County of Greenville, State of South Carolina, as follows:

First: A Twenty (20) inch cast iron sewer pipe line at a point one hundred thirty three (133) feet east of the intersection of the Utilities Company's car track and the track of the Piedmont & Northern Railway Company near Poe Mill, as shown on blue print hereto attached, marked "Exhibit A," and made a part hereof.

Second: A sixteen (16) inch cast iron sewer pipe line at a point near where the track of the Utilities Company's Belt line crosses Long Creek, near Woodside Mill, as shown on blue print hereto attached, marked "Exhibit B," and made a part hereof.

Third: A Twenty (20) inch cast iron pipe at a point twenty one and one-half (21½) feet west of the West Bank of Reedy River, at a point where the Utilities Company's Belt line crosses said Reedy River north east of Monaghan Mill, as shown on blue print attached hereto, marked "Exhibit C," and made a part hereof.

And the Licensee hereby covenants and agrees in consideration of said license:

First: That this license is a personal privilege to it hereunder and is not transferable or assignable, and

next page.

any attempt to transfer or assign the same shall operate as a forfeiture thereof.

Second: That in the installation and construction of said pipe lines the Licensee shall conform to such requirements as may be prescribed by the said Utilities Company, and at all times thereunder and during the existence of the same upon the right of way of the Utilities Company, the Licensee will maintain the said pipes, and each of them, in such condition that the same, or the use thereof by the Licensee, shall not be, or become an obstruction to, or interference with the same, or the safe and proper maintenance of the road bed, or the tracks, or structures upon the same, or endanger the life or limb of employees of the Utilities Company, or other persons upon the right of way and premises of the Utilities Company.

Third: That in the event the Utilities Company shall at any time hereafter during the life of this agreement make any change in its road bed 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 pipes or either of them in so doing, then in such event the Licensee will at its own cost and expense, upon notice in writing, so to be served upon it, by the Utilities Company, change the location of said pipes or either of them and thereafter maintain the same hereunder so that the said pipes, or either of them, shall not interfere with the work of the Utilities Company.

Fourth: 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 Utilities Company against any and all risks, loss, injury, damage or expense incurred from or by reason of the construction or maintenance of the said pipe lines, or either of them, upon and across the right of way, or premises and under the tracks of the Utilities Company, or by the use of the same by the Licensee thereunder, whether such loss, injury, damage or expense is due in whole or in part, proximately or remotely, to the presence of the said pipes, or either of them, on the right of way or premises of the Utilities Company, or whether

(Over)