

TITLE TO REAL ESTATE

An Agreement, made and entered into this 4th day of September 1934, 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;

Witnesseth

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 class "A" first grade sewer pipe across, below grade, the so-called "Brandon Mill Track" of the Railway Company and the right of way therefor, at Greenville, in the County of Greenville and State of South Carolina, substantially as shown colored red upon the blue-print of Tracing 5070, dated July 17, 1934, hereto annexed and by mutual agreement of the parties hereto made a part thereof.

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 bury the same at a depth of, at least five and five-tenths (5.5) feet below the top of the rails in said track 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, conveyed 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

Approved as to Form
9/5/34
Hester & Johnston, Attys

Approved as to Form
of G. S. S. & Co.
By Sam M. Hunter