

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 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 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 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 its said pipe from the right of way of the Railway Company, and restore said right of way to its condition 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.

And It Is Mutually Covenanted and Agreed:

6. 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, as of the day and year first above written.

In presence of:

J. L. Rose
G. B. Le Foe
As to Railway Company

Southern Railway Company
By John B. Hyde
Vice President

In presence of:

H. H. Glenn
Carl Lee Gullick, Jr.
As to Licensee

Parker Water and Sewer Sub-District Inc.
By Carl L. Gullick
Chairman

District of Columbia }
City of Washington }

Personally appeared G. B. Le Foe who being duly sworn, says that he saw Southern Railway Company, by John B. Hyde, Vice President, sign, seal and as its act and deed deliver the within written instrument, and that deponent with J. L. Rose witnessed the execution thereof.

Sworn to before me this 28th August, 1935.

G. B. Le Foe

Pearce Howe (Seal)
Notary Public D. C.



Notary Public in and for the District of Columbia