

This agreement, made and entered into this 10<sup>th</sup> day of February, A. D. 1936, by and between Piedmont and Northern Railway Company, a corporation duly organized and existing under and by virtue of the laws of the State of South Carolina, party of the first part, hereinafter designated as a party, called the "Railway Company", and Parker Water and Sewer Sub-District, a body corporate and politic created and existing under and by virtue of the laws of South Carolina, party of the second part, hereinafter designated as and called the "Licensee", witnesseseth:

That the Railway Company, for and in consideration of the covenants of the "Licensee" hereinafter expressed hereby gives unto the Licensee, hereinafter as hereinafter set forth, the license or privilege to lay and maintain the following described cast iron water pipe lines across its rights-of-way and under its tracks near the City of Greenville, in the County of Greenville, State of South Carolina, at the following described locations:

1. An eight (8) inch cast iron water pipe under its main line at Furman Road.
2. An eight (8) inch cast iron water pipe under the Hampton Avenue Extension track at Cedar Lane Road.
3. An eight (8) inch cast iron water pipe under track extending to the Virginia Carolina Chemical Company plant at the old Underwood Road.

All of said pipe lines shall be laid and maintained at least five (5) feet beneath the top of said tracks of the Railway Company and shall be encased in fourteen (14) inch cast iron pipe casing. And the Licensee hereunto and agrees in consideration of said license as follows:

First: That the license is a personal privilege to it hereunder and is not transferable or assignable, and any attempt to transfer or assign the same shall operate as a forfeiture thereof.

Second: That it will lay said pipe lines, and at all times thereafter during the life of this agreement, maintain the same in all respects in accordance with the reasonable requirements of the Railway Company, looking to the safe and convenient operation and maintenance of its tracks and rights-of-way.

Third: That in the event the Railway Company shall, at any time hereafter during the life of this agreement, make any change in its road bed or the structures thereon or increase the number of railway tracks upon its rights-of-way, or construct any appliances or fixtures necessary or convenient for the operation of the same, and shall find it necessary or convenient to disturb said pipe lines or any of them in so doing, then, and in such event, the Licensee shall upon notice in writing so to do, at its own expense, change the location of said