

An Agreement, made and entered into this 17th day of June, 1936, 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 Supt. 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 or maintain the eight (8) inch cast iron Class "C" water mains or pipes of the Licensee across the right of way and above and below grade the main tracts of the Railway Company, and the side-tracts tributary thereto, at Greenville, in the County of Greenville and State of South Carolina, substantially as shown colored red upon the blue-print of Drawing E-780, dated January 15, 1936, revised May 13, 1936, hereunto annexed and by mutual agreement of the parties hereto made a part hereof.

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

1. That in the installation and construction of said pipes across the right of way and tracts of the Railway Company, as aforesaid, the Licensee shall conform to the plans and specifications shown upon the said blue-print hereto attached, and such other specifications as may be prescribed by the Railway Company in the installation and construction of said pipes; it being understood that the work of installing and constructing said pipes 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. On the event that the Railway Company shall, in consequence of the prosecution by the Licensee of the work of constructing said pipes under the said tracts of the Railway Company, as aforesaid, find it necessary or advisable to incur any expense whatsoever in providing proper protection for its tracks and to safeguard and expedite operations over the same, during the progress of said work, then and in that event, the Licensee shall reimburse to the Railway Company the entire expense so incurred by the Railway Company, promptly upon bill rendered to the Licensee therefor.

2. That the Licensee will maintain the said pipes, at all times during the existence of the same upon the right of way of the Railway Company, in such condition that the said pipes,