

this covenant shall run with the licence 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 existing prior to the construction of said pipe there upon; 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, but 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:
R.P. Nicholson
G.B. Le Foe
as to Railway Company.

Southern Railway Company
By John B. Hyde
Vice President



In presence of:
J. Wilbur Triche
Mary M. Paet
as to Licensee.

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

District of Columbia
City of Washington

Personally appears before me G. B. Le Foe who after being sworn says that he saw the Southern Railway Co., by its Vice President John B. Hyde, sign, seal and as its act and deed deliver the within right of way agreement, and that he with R.P. Nicholson, witnessed the execution thereof.

Sworn to and subscribed before me this the 23rd day of Feb., 1937.
Paul R. Howard (Seal)
Notary Public for District of Columbia

G. B. Le Foe

State of South Carolina
County of Greenville

Personally appears before me Mary M. Paet, who after being duly sworn says that she saw the Parker Water and Sewer Sub-District, Inc., by its Chairman, Carl L. Kullick, sign, seal, and as its act and deed deliver the within right-of-way agreement, and that she, with J. Wilbur Triche, witnessed the execution thereof.

Sworn To And Subscribed before me this the 1st day of December, 1936.
J. Wilbur Triche (Seal)
Notary Public For S.C.

Mary M. Paet

Recorded March 6th. 1937 at 9:00 o'clock A.M. #2794

