

Avenue, at the points where the outfall sewer crosses said streets, roads and avenues as shown in red on the accompanying plat hereto attached, marked outfall sewer, plat No. 1, etc., said outfall sewer and its works and appurtenances, the same to be constructed, operated and maintained as a part of or in connection with said sewerage system. (2) In consideration of the rights and privileges hereby granted, the party of the second part shall have the right and authority from time to time, to tap said outfall sewer for the purpose of disposing of the house sewage and drainage, as distinguished from storm water drainage, of Highlandtown, Orangeville and Canton, upon payment to the party of the first part of the fair cost to the party of the first part, of disposing of the sewerage thus brought into the outfall sewer; the said fair cost to include not only the actual cost of pumping and disposing of the said sewerage, but also the pro rata cost of maintaining the disposal plant, to be determined annually by the Board of Estimates. All work done in connection with said tapping of said outfall sewer shall be at the sole expense of the party of the second part and shall be under the absolute direction, supervision and control of the Chief Engineer of the Sewerage Commission, or such engineer as shall be in charge of said system at the time of said tapping. Nor shall any sewer constructed by or under the authority of the party of the second part be connected up with said outfall sewer until the same has been passed upon and approved by the Chief Engineer of the Sewerage Commission, or such engineer as shall be in charge of said system at said time, the requirements and restrictions in such cases to be the same as those imposed in similar cases upon property owners in Baltimore City; provided, however, that the right to so tap the said outfall sewer upon the terms above described is subject to the express condition precedent that this agreement shall be ratified by the General Assembly of Maryland as hereinafter provided. (3) And in further consideration of the grant of the rights and privileges aforesaid by the said party of the second part to the party of the first part, said party of the first part does hereby agree to present to the General Assembly of Maryland, early in the session of 1908, a bill ratifying and confirming the foregoing agreements, and further agrees to urge the passage of said bill by said General Assembly. It is further understood and agreed, that said party of the first part, by executing this agreement, does not admit the legal necessity of securing from said party of the second part the right and authority thus granted, but on the contrary, notwithstanding said agreement, claims that full authority to occupy the public highways of Baltimore County with said outfall sewer and its works and appurtenances, without securing the assent of said party of the second part, was granted to it directly by Chapter 349 of the Acts of the General Assembly of Maryland for the year 1904. It is further understood and agreed, that the police, legislative and governmental powers of the General Assembly of Maryland and of the Mayor and City Council of Baltimore are in no sense attempted to be abridged or restricted by this agreement.