

any appliances or fixtures for the operation of its railroad, and shall find it necessary or convenient to disturb any portion or portions of said sewer line, as shown on said print, the grantee shall, upon notice in writing, at its own expense, change the location of said sewer line so that same shall not interfere with the work of the railway company or interfere with the use of its tracks, right of way or other property or make such alterations thereto as will prevent interference with grantor's use of its tracks, right of way or other property.

5. The grantee will notify the grantor when it proposes to do any work in connection with laying or maintaining any portion of said sewer line, as shown on said print, so that the grantor may have a representative present to supervise said work, should it elect to do so.

6. The grantee will indemnify and save the grantor harmless from and against any and all loss of or damage to the property of the grantor, and against any and all claims, demands, suits, judgments or sums of money accruing to the grantee or to any person, firm or corporation against the grantor for or on account of any injury or damage caused in any manner howsoever resulting, either to person or property, arising or growing out of the location and maintenance of said sewer line upon the property of the grantor.

7. It is further understood and agreed that insofar as it is within the power of the grantee to do so, rates and other things being equal, the grantee will route or cause to be routed over the line of the grantor such materials as may enter into the construction of the above described sewer line.

IN WITNESS WHEREOF, the hand and seal of the Grantor

(CONTINUED ON NEXT PAGE)