

~~terial and restore said right of way and premises to a condition satisfactory to the Chief Engineer, or other proper officer of the Railroad. In the event of the failure of the Industry so to do, the Railroad may remove such material and restore said right of way or premises at the cost and expense of the Industry, which cost and expense the Industry hereby agrees to pay the Railroad on demand.~~

5. USE.

~~(a). The Railroad shall have the right to use, without cost, the whole or any part of said sidetrack to reach industries, if any, located thereon or reached thereby, provided such use shall not unreasonably interfere with the use thereof by the Industry, and to this end the Industry agrees to permit said sidetrack to be extended or connected with other sidetracks.~~

(b). The Industry shall not, without the written consent of the Railroad, permit or authorize any use of, extension of, or connection with said sidetrack by or for the benefit of any other person, firm or corporation not one of the parties hereto, nor assign this contract or any rights hereunder.

6. CHANGES OR ENLARGEMENT.

(a). If any change, rearrangement, extension or enlargement of said sidetrack or its structures shall at any time be required by reason of any change in the Railroad's track or tracks, or because of any changes in the operating practices of the Railroad, or for any other cause, then and in that event any expense or damage resulting from such change, rearrangement, extension or enlargement ~~of the portion of said sidetrack owned by the Industry~~ or of the Industry's facilities adjacent or appurtenant thereto shall be borne by the Industry.

(b). If said sidetrack or its appurtenances should be relocated, rearranged, extended or enlarged, either by the Railroad or by the Industry, then the sidetrack as relocated, rearranged, extended or enlarged shall be fully covered by all of the terms and provisions hereof as fully as though described herein as so relocated, rearranged, extended or enlarged and so shown upon the print attached hereto.

7. CLEARANCES.

~~(a). The Industry agrees~~ ^{except as hereinafter set forth in Article 11 hereof} ~~not to permit any obstruction over said sidetrack having a clearance of less than twenty-two (22) feet above the top of rail for the full width of the horizontal clearance hereinafter provided for, or parallel with said sidetrack within eight (8) feet of the center line of said sidetrack, with the necessary additional clearance on curves. All structures erected over the sidetrack shall be built and maintained in a manner satisfactory to the Chief Engineer or other proper officer of the Railroad. All wires suspended over said sidetrack shall be placed and maintained at the elevations and in accordance with the standards prescribed by the National Electric Safety Code.~~

(b). Notwithstanding any other provision herein contained, the Industry shall and does hereby expressly assume and agree to indemnify and hold harmless the Railroad from and against all loss and damage, costs, expenses, including attorneys' fees, claims, suits and judgments whatsoever arising from or growing out of any injuries, loss or damage caused by or contributed to by the failure of the Industry, its employees, agents or licensees, (i) to comply with the provisions of this Article 7, or (ii) to keep the right of way of said sidetrack free and clear of all commodities, rubbish, trash or other objects which may be hazardous or dangerous to those engaged in the operation of the Railroad.

8. OPERATION AND LIABILITY.

(a). All car load shipments consigned to the Industry for delivery on said sidetrack shall be deemed to have been fully and completely delivered as soon as the car containing such shipment

(Continued on next page)