

agreement, at the option of the Railroad, may be considered breached by Industry, and without notice, may be cancelled and terminated, in which event neither Industry nor any person claiming through or under Industry by virtue of any statute or of an order of any court shall treat this agreement as an asset of Industry or shall be entitled to possession or to remain in possession of the sidetrack but shall forthwith quit and surrender the sidetrack and Railroad, in addition to any other rights and remedies Railroad may have by virtue of any provisions in this agreement contained or by virtue of any statute or rule or law, may retain as liquidated damages any material furnished by the Industry and laid in said sidetrack on the right of way or premises of the Railroad and any rent, security, deposit or monies received by Railroad from Industry or others in behalf of Industry.

#### 10. TERMINATION.

(a). It is expressly understood and agreed that if the Industry fails to keep and perform any of the covenants, terms, or conditions, herein set forth to be kept and performed by the Industry, then the Railroad reserves the right to terminate this agreement upon thirty days' written notice to the Industry. If the termination of this agreement by the Railroad, occasioned by the default of the Industry, should result in any litigation, then the Industry hereby agrees to indemnify and hold harmless the Railroad, its successors and assigns, from and will pay and discharge all loss, including attorneys' fees, costs and expenses resulting from or in any manner connected with such litigation.

(b). Unless so terminated or unless terminated as otherwise provided in this agreement, this agreement shall continue in force for the period of thirty (30) days from the date first above written, and thereafter until terminated by either party hereto upon thirty days' notice in writing to the other party.

(c). Unless terminated as hereinabove provided, this agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

#### 11. RIGHT OF WAY (cont'd).

The Industry hereby grants and conveys to the Railroad an easement or right of way for operating and maintaining a portion of said sidetrack over and upon that portion of its land as described below, and as shown outlined in RED on attached print; such grant and conveyance, however, to terminate automatically upon termination of this agreement:

Of varying width, lying within 8 feet on each side of  
the center line of said sidetrack between Survey Stations  
8+68 and 14+48.

#### 12. SUBSTANDARD CLEARANCES AND OTHER INSTALLATIONS.

(a) Pursuant to the exception referred to in Article 7(a), it is expressly understood and agreed that the Industry shall have the right and privilege of maintaining, using and operating the structures and facilities which are adjacent to and over said sidetrack, shown in YELLOW and as more particularly indicated on said print attached hereto and made a part hereof, at the clearances shown on said print, and with the understanding that the gate across said sidetrack will be equipped by the Industry, at its expense, with double-end hasps so as to allow use of padlock by Industry and standard switch lock by the Railroad