

other structures of Southern Railway Company make necessary or advisable, in the judgment of the Grantor, any change in location, grade or elevation of Facilities, the Grantee agrees upon notice, and at the expense of Grantor or Southern Railway Company to make such change in its Facilities as will permit the change in location of existing tracks and related railroad facilities or as will permit the construction of additional tracks and such other railroad facilities as are necessary for the operation and maintenance of the railroad tracks. If such change in Grantee's Facilities requires a relocation, such relocation shall be to a mutually acceptable location and right of way for such change shall be provided by Grantor.

(e) If the Grantee shall default in the performance of any of its covenants herein or if the maintenance of the Facilities shall become a source of danger to or be likely to interfere with the operation of the railroad located across said easement, and the Grantee shall not remedy such default or condition within thirty (30) days after written notice by the Grantor to do so, Grantor may, at the expense of Grantee, correct such default or condition.

(f) Grantee agrees to indemnify and save Grantor and Southern Railway Company harmless for any and all loss of or injury or damage to person or property which results from or is attributable to the construction, maintenance, presence or use of said facilities upon said property of the Grantor, which loss, injury or damage results from the sole negligence of the Grantee or the concurrent negligences of Grantor or Southern Railway Company and Grantee. This indemnity and hold harmless agreement shall also be applicable to and be applied in favor of any other corporation owned by or operated by Grantor or under common control with Grantor.

TO HAVE AND TO HOLD said easement unto Lake Power Company, its successors and assigns, inasmuch as it or they may require the same for the construction, maintenance and use of said Facilities; PROVIDED, however, and this covenante is made upon the condition, that in the event Grantee shall, at any time hereafter, abandon said Facilities, and in evidence thereof, shall discontin-
 uous the use of the same, and remove and return the materials and fixtures

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