

The Norris Company will indemnify and save harmless Railway Company, its successors and assigns, against any and all loss of or damage to property of or in possession of Railway Company, and against all liability accruing to any person, firm or corporation against Railway Company, its successors or assigns, for loss, injury or damage of or to person or property, or death of person, in any manner arising or growing out of the construction, presence, use or removal of said encroachments or any of same upon or from the right of way and property of Railway Company.

In the event Railway Company shall, at any time hereafter during the life of this agreement, make any change in its roadbed or increase the number of tracks or construct any structures, appliances or fixtures upon its right of way necessary or convenient for the operation of its railway, or otherwise use or desire to use its right of way or property in any manner that it is entitled to make use of same, and in doing so shall find it necessary or convenient to disturb all or any of said encroachments, then and in any such event Norris Company will, upon 30 days notice in writing from Railway Company, at its own cost and expense, remove all or any of said encroachments as may be directed by such notice.

If at any time Norris Company fails to pay any installment of rental when due or fails to comply with any of its agreements herein contained and such failure continues for 30 days after written notice from Railway Company, Railway Company, at its option, may terminate this agreement and Norris Company will remove all of said encroachments from the right of way and property of Railway Company, and upon its failure to remove same Railway Company may do so at the expense of Norris Company and without liability for the manner of such removal.

Upon the termination of this agreement and the removal of Norris Company's property from the right of way and property of Railway Company, any rental then prepaid will be repaid by Railway Company to Norris Company.