

10. RIGHT OF WAY (Cont'd).

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

Lying within 10 feet on each side of the center line of that portion of said sidetrack which commences at location 115 feet from the switch point thereof and extends southwestwardly and westwardly a mean distance of 1,492 feet.

11. SUBSTANDARD CLEARANCES AND OTHER INSTALLATIONS:

(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 listed below and shown in YELLOW on said print, adjacent to and over said sidetrack:

- (i) Concrete platform on the south side of said sidetrack, between Survey Stations 14 + 22 and 16 + 07, at clearance of 6.1 feet from the center line thereof, at height of 4.5 feet, measured above top of rail.
- (ii) Corrugated metal roof (of warehouse) on the south side of said sidetrack, between Survey Stations 14 + 22 and 16 + 07, at clearance of 6.1 feet from the center line thereof, at height of 11.5 feet, measured above top of rail.
- (iii) Movable steel ramp (bascule bridge), hydraulically lifted, extending over said sidetrack at Survey Station 14 + 22 at height of 4.5 feet, measured above top of rail, when in operating position. It is understood and agreed that prior to the operation of engines and cars beyond Survey Station 14 + 22, the facility will be raised and positioned in such a manner as will afford clear passage of engines and cars (i.e., standard vertical and horizontal clearances.)

(b) Notwithstanding the provisions of Article 8(d) or any other provisions hereof, by reason of the additional hazard created by said structures and facilities and in consideration of the Railroad agreeing, notwithstanding such hazard, to operate with its equipment and employees over said sidetrack, the Industry shall and does hereby assume responsibility for and agrees to indemnify and hold harmless the Railroad from and against all loss, costs and expense, including attorneys' fees, claims, suits and judgments whatsoever in connection with injury to or death of any persons or loss or damage to property, including property of the Industry, caused by or in any way connected with the maintenance, use, operation or presence of said structures and facilities, or removal thereof, whether resulting from the operation of engines or cars on said sidetrack or from any cause whatsoever, and whether

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