

or the use thereof by the Licensee, shall not be or become an obstruction to or interfere with the safe and proper maintenance of the roadbed or the tracks or structures upon the same, or endanger life or limb of employes of the Railway Company or other persons or the right of way and premises of the Railway Company.

3. That in the event that the Railway Company shall, at any time hereafter during the life of this agreement, make any change in its roadbed, or the structures thereon, or construct any additional tracks or structures upon its said right of way, and shall find it necessary to disturb said pipes in so doing, then and in such event, the Licensee will, at its own cost and expense, upon notice in writing, so to do, served upon it by the Railway Company, change the location of said pipes and thereafter maintain the same hereunder so that the said pipes shall not interfere with the work of the Railway Company.

4. That the privilege hereby granted is to be used and enjoyed at the sole risk of the Licensee, and, in consideration of the benefit to be derived therefrom by the Licensee, it covenants hereby that it will indemnify and save harmless the Railway Company against any and all risks, loss, injury, damage or expense, accruing from or by reason of the construction or maintenance of the said pipes upon and across the right of way or premises and under the tracks of the Railway Company, or the use of the same by the Licensee hereunder, whether such loss, injury, damage or expense is due in whole or in part, proximately or remotely, to the presence of said pipes on the right of way or premises of the Railway Company, or whether it may be attributable to any extent to the negligence of the Railway Company, or otherwise.

5. That in the event that the Licensee shall make default in the performance of any one or more of its covenants in this agreement contained, or in the event that the said pipes shall by reason of improper maintenance or otherwise become a source of danger to, or be likely to interfere with the operations of the Railway Company on its said line of railroad, then and in either of such events, the license hereby granted may, at the option of the Railway Company, be deemed to be forfeited, and the Licensee shall, at its own cost and expense, remove its said pipes from the right of way of the Railway Company, and restore said right of way to condition existing prior to the construction of said pipes thereupon, or, in default thereof, the Railway Company may bring an action to require the removal of said pipes by the Licensee, or may itself remove the same and restore the condition of said right of way, at the expense of the Licensee.

And It Is Mutually Covenanted And Agreed:

6. That this agreement is intended to and does supersede and cancel that certain other agreement, in writing, heretofore made and entered into by and

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