

shall be renewed, extended and continued for a period of five years; provided, however, that the party of the second part shall be in successful operation and business at the end of the said first period of five years, when the said written notice shall be given, and provided, that the amount of freight shipped to and from said side track, for the account of the party of the second part, shall in the opinion of the Railway Company be sufficient to justify such extension and renewal of this contract and the maintenance of the said side or spur track, and continue in force thereafter and until thirty days written notice shall be given by either the said Railway Company or the party of the second part to the other of its desire to terminate and end the same, and upon such written notice then so given this contract shall terminate and be at an end.

Thirteenth: It is mutually covenanted and agreed between the parties hereto that the right, title and interest in and to the rails, ties, spikes and all other material of every kind and description used in and about the construction and equipment of the said side or spur track shall be and remain in the said Railway Company; and the said Railway Company, its agents, servants and employees shall have the right to peaceably take up and remove and carry away the said rails, ties, spikes and all other of said materials whenever under the terms of this agreement it has the legal right so to remove the same, provided that the removal of such rails, ties, spikes and other material shall be made under the directions of and by the agents and employees of the said Railway Company, and at the expense of the said party of the second part.

Fourteenth: That the party of the first part will save and hold harmless the said Company, its successors and assigns, from all damage, injury or liability that may arise from the destruction of or injury to any building, improvements or personal property of any description, by fire or from any other cause whatever, whether the same should be attributable to the negligence of the employees of said company or not, where such damage, injury or liability is caused, increased or in any manner contributed to by reason of the use of the premises hereunder, and the party of the first part agrees to insure and keep insured for benefit of party of second part the said building or buildings and contents and all personal property on the said right of way or lot of the property of the second part adjacent thereto.

Fifteenth: And it is further mutually covenanted and agreed that the said Railway Company shall have the right, privilege and power, to cancel, annul, determine and put an end to this Agreement upon thirty days notice in writing to the party of the second part, in the event of the failure of the said party of the second part to keep or perform any of the covenants, conditions, agreements and stipulations, herein contained on its part to be kept and performed.

Sixteenth: The party of the third part, each and all of them, in consideration of the premises and of one dollar to each in hand paid, the receipt whereof is hereby acknowledged do hereby give, grant and convey unto the said Railway Company, its successors and assigns, the free right of entry, right of way and easement to it, its agents, servants and employees at any and all times to quietly and peaceably enter upon said lands hereinbefore mentioned and described, at all times during the existence of this contract, for the purpose of constructing, repairing, maintaining and operating the said side or spur track during the existence of this contract, and at the termination of this contract, either by the expiration of the same or by the ending thereof under the terms and conditions hereof, or by the violation of any one or more of its covenants that are to be kept and performed by the party of the second part for the purpose of re-taking, removing and carrying away of the said side or spur tracks, cross ties and rails and the material used in the construction of the same, without