

attached print, the work shall be done and thereafter be maintained in accordance with reasonable requirements of the Railway Company looking to the safe and convenient operation and maintenance of its property for railroad purposes.

3. It is agreed that in event the Railway Company shall at any time hereafter during the life of this agreement, make any changes or additions to its tracks or structures, or to increase the number of its tracks, or construct any appliances or fixtures for the operation of its railroad, and shall find it necessary or convenient to disturb any portion or portions of said sewer line, as shown on said print, the Sewer District shall, upon notice in writing, at its own expense, change the location of said sewer line so that same shall not interfere with the work of the Railway Company or interfere with the use of its tracks, right of way or other property.

4. The Sewer District agrees that if either or both of the now existing drain lines from the pit of the engine shed to the pit of the turn table of the Railway Company, or from the pit of the said turn table, are disturbed or impaired, same will be replaced in good condition satisfactory to the Railway Company by the Sewer District.

5. The Sewer District will notify the Railway Company when it proposes to do any work in connection with laying or maintaining any portion of said sewer line, as shown on said print, so that the Railway Company may have a representative present to supervise said work, should it elect to do so.

6. The Sewer District will indemnify and save the Railway Company harmless from and against any and all loss of or damage to property of the Railway Company, and against any and all claims, demands, suits, judgements or sums of money accruing to the Sewer District or to any person, firm or corporation against the Railway Company for or account of any injury or damage caused in any manner howsoever resulting, either to person or property, arising or growing out of the location and maintenance of said sewer line upon the property of the Railway Company.

IN WITNESS WHEREOF, the Railway Company has caused this agreement to be signed in duplicate in its name and behalf by its Vice