

its successors or assigns in maintaining said side-track, without any other or further proceeding whatsoever.

The first party further covenants that it shall not place or erect, or permit to be placed or erected, any structures, temporary or otherwise, over or above said track at a lower level than twenty-two (22) feet above the track rail, nor nearer to the sides of the rail than five (5) feet, without the consent of the second party, or its successors or assigns, in writing; shall not permit any other railroad company, person or corporation to connect its track with the side-track so constructed; shall exercise the greatest care in the use of said side-track to prevent cars or other obstructions from getting upon or too close to the main or other tracks of the second party; shall secure the safe closing, locking and lighting of all switches on or about or connected with said side-track, and use such means and care as will best tend to avoid accidents of any and every kind; shall and will pay and indemnify the second party, and its successors and assigns, from any and all damage to cars or contents by fire originating upon the premises of the first party, or any part thereof, and against the claims of all third parties or claimants because of any such damages so caused or resulting. It is expressly understood and agreed that after cars are placed by the Railway Company upon said side-track, to be loaded or unloaded by said first party, then said first party shall be responsible for any and all damage that may be done, excepting only such damage as may be done by the Railway Company, or its employees, and said first party agrees that for such damages, and for other damages whatsoever caused by or resulting from the fault, neglect, carelessness or negligence of said first party, its agents or servants, it will indemnify the Railway Company and save it harmless in the premises, and pay to the Railway Company, the necessary and reasonable expense of repairing any such

(Continued on next page)