

sidetrack for general railway purposes and to reach industries, if any, located thereon or reached thereby, provided such use shall not unreasonably interfere with the use thereof by the Industry, and to this end the Industry agrees to permit said sidetrack to be extended or connected with other sidetracks.

(b). The Industry shall not, without the written consent of the Railway, permit or authorize any use of, extension of, or connection with said sidetrack by or for the benefit of any other person, firm or corporation.

6. CHANGES OR ENLARGEMENT.

(a). If any change, rearrangement, extension or enlargement of said sidetrack or its structures shall at any time be required by reason of any change in the Railway's track or tracks, or because of any changes in the operating practice of the Railway, or for any other cause, then and in that event any expense or damage resulting from such change, rearrangement, extension or enlargement of said sidetrack shall be borne by the Industry.

7. CLEARANCES.

(a). The Industry agrees not to permit any obstruction over said sidetrack having a clearance of less than twenty-two (22) feet above the top of rail, or alongside of said sidetrack within six (6) feet of the nearest rail of said sidetrack, with the necessary additional clearance on curves. All structures erected over the sidetrack shall be built and maintained in a manner satisfactory to the Chief Engineer or other proper officer of the Railway.

8. OPERATION AND LIABILITY.

(a) The Railway will deliver to the Industry, on said sidetrack, cars containing carload shipments and consigned to the Industry for delivery thereon, and will deliver to the Industry on said sidetrack empty cars for loading thereon, and will accept from the Industry on said sidetrack cars containing carload shipments, for movement to destination over the lines of the Railway or its connections. For such service the Industry will pay the legal charges shown from time to time in the proper tariff of the Railway, duly filed and published according to law.

(b) It is mutually agreed by the parties hereto that all carload shipments consigned to the Industry for delivery on said sidetrack shall be deemed to have been fully and completely delivered as soon as the car containing such shipment shall have been placed on the sidetrack and detached from the engine or train by which it was moved, and the Railway shall thereupon be fully and completely relieved of any liability, either as common carrier or as bailee or otherwise, for loss of or injury to such shipment occurring after such delivery, and that the Railway shall not be liable as common carrier, nor as bailee, nor otherwise, for any property loaded into any car on said sidetrack until said car is attached or coupled to the engine or train by which it is to be moved from said sidetrack towards its destination, or until a bill of lading shall have been issued to the Industry therefor, and that until said car is so attached or coupled up, or a bill of lading is issued therefor, the said car and its contents shall be deemed and held to be in the possession of the Industry so far as liability therefor is concerned.

(c) The Industry will promptly, at its own cost and expense, and subject to all proper demurrage and other charges, load or unload all cars which are placed on said sidetrack for loading or unloading by the Industry; that it will not allow cars delivered to the Industry on said sidetrack to be removed therefrom except by the Railway; and that in the event of damage to or destruction of any of such cars while on said sidetrack, whether due to improper use of the cars by the Industry, or agents or employes of the Industry, or to fire, or to any other cause, unless the same be the result of negligence of the agents or employes of the Railway, the Industry will make good and pay to the Railway the loss due to such damage to or destruction of such car or cars.

(d) It is hereby expressly agreed that inasmuch as the Industry desires and has requested the operation of said sidetrack for its convenience, notwithstanding the proximity of the tracks and engines to the property of the Industry, and notwithstanding the operation of trains in the vicinity and the risk of fire on account thereof, the Industry assumes the duty of keeping the right of way of said sidetrack and the property adjacent thereto clean and clear of combustible or inflammable material, and agrees to release the Railway from liability for, and hereby assumes