

the inspection and supervision, and upon its completion to the approval, of the proper officer of the Railway Company.

2. That the Licensee will maintain the said pipe, at all times during the existence of the same upon the right of way or property and under the tracks of the Railway Company, in such condition that the said pipe, 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 of the Railway Company or tracks or structures upon the same, or endanger life or limb of employees of the Railway Company or other persons on the right of way or property of the Railway Company or engaged in the maintenance and operation of said tracks.

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 or property and shall find it necessary or advisable to disturb said pipe or change the location, grade or construction thereof 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, grade or construction of said pipe in accordance with the requirements of the Railway Company, and thereafter maintain the same hereunder in all other respects as herein provided.

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 pipe upon and across the right of way or property 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 pipe on the right of way or property 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 per-