

purpose of reaching business and industries of others than County, and Railway Company may handle and transport the business of Railway Company and others either upon or along said spur track, as well as any extensions thereof or tracks leading therefrom or connected therewith, provided, such use of such spur track will not unreasonably interfere with the business of County.

6. Either party hereto may terminate this agreement at any time on thirty (30) days written notice to the other party of intention to terminate the same. Upon the termination of this agreement in any manner, Railway Company shall have the right to remove said spur track, together with the connections, switches, frogs and all other material used in connection therewith, or any part thereof.

7. It is understood that the movement of railroad locomotives involves some risk of fire, and County agrees that Railway Company shall not be liable for loss of or damage to property of County, regardless of Railway Company's negligence, arising from fire caused by locomotives operated by Railway Company on said track, or in its vicinity for the purpose of serving County, except to shipments in the course of transportation; and County agrees to release, and does hereby release, Railway Company from liability for any and all such loss or damage.

8. County shall not erect or maintain, or allow to be erected or maintained any building, structure or fixture, or place or store, or allow to be placed or stored material of any kind in dangerous proximity to said spur track, and in no case shall any building structure, fixture or material be erected, maintained placed or stored within six (6) feet of the nearest rail of spur track or at a height of less than twenty three (23) feet above the top of the rails of said spur track.

9. County further agrees that in the event Railway Company, by reason or of in compliance with any law resolution, ordinance or order of any proper authority, Federal State or Municipal, or by reason of the necessary repair of said spur track, or for any other reason, is temporarily prevented from operating cars, engines or trains over said spur tracks, or any part thereof, Railway Company shall not be liable to County for any loss, damage, cost or expense, suffered or incurred, or that may be suffered or incurred by reason of or resulting from the failure of Railway Company so to operate cars, engines or trains over said spur track during such period, and County agrees to release, and does hereby release, Railway Company from any and all such loss, damage cost and expense; and should Railway Company be permanently prevented from operating cars, engines or trains over said spur track, on any part thereof, by reason of any of the causes aforesaid, or otherwise Railway Company may thereupon terminate this contract on notice in writing to County of intention so to do.

10. This Agreement shall be binding upon and inure to the benefit of the successors, lessees and assigns of the parties hereto, respectively; provided, however that County shall have no right to assign this agreement or any interest therein, or to connect or cause of permit to be connected said spur track, or any extensions thereof or tracks leading therefrom, with the line of any railroad other than the railroad of Railway Company executed by its President, or one of its Vice Presidents.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

ATTEST:

By: Its:

\_\_\_\_\_  
Secretary.

COUNTY OF TULSA, OKLAHOMA. Acting by and Through its