

APPLICATION FOR INDUSTRIAL OR COMMERCIAL TRACK.

The undersigned, herein called "the applicant," being engaged or about to engage in the business of

applies to the Northern Pacific Railway Company for the construction and operation of a track
feet in length measured from the switch headblock, and connecting with existing tracks of said Railway Com-
pany at

and in consideration of the advantages to accrue to the applicant by reason of the construction, maintenance and
operation of said track by the Railway Company, agrees as follows:

~~1. For that portion of the track off the right of way of the Railway Company, to procure and deliver to the
Railway Company an easement, or easements, executed by the owners, granting to the Railway Company the
right to construct, operate and maintain the track, which easement or easements, will be in form satisfactory to
the Railway Company.~~

2. In a manner satisfactory to the Railway Company, to do all of the work of constructing a roadbed for the
track, including culverts, bridges or other structures necessary, and furnish and put in place cross ties, including
switch ties, also crossing plank, fencing and cattle guards for same, the Railway Company to furnish the metal
for the track.

3. To pay on demand of the Railway Company the cost of maintaining and renewing track and keeping neces-
sary switch lamps lighted, including material and labor, and cost of keeping track clear and free from obstruc-
tions, ice, snow, weeds, etc.

4. To permit no obstruction within six feet of the track, and no structure or obstacle over the track or above it
within said distance of six feet, at a less height than twenty-three feet above the top of the rail, and to conform
in the future to such rules providing for greater clearance as the Railway Company may adopt from time to time,
and save harmless the Railway Company from all loss, damage and costs, by injuries to persons or to property in
any manner resulting from or arising out of the failure to perform this agreement. Knowledge of or notice to the
Railway Company of such non-performance and its continued operation of the track thereafter shall not be a
waiver of this agreement; but the Railway Company may, if this agreement is not complied with, discontinue
operating over the track, and remove its track material.

5. The work of putting in the frogs and switches, laying the tracks and surfacing and ballasting same shall
be done by the Railway Company at the applicant's expense, and the applicant will pay in advance to the Rail-
way Company the estimated cost of such work, and if such estimate be insufficient, will pay the additional amount
upon demand; if the estimate is in excess of the actual cost, the Railway Company will refund the surplus.

6. The track shall be and forever remain the property of the Railway Company, which shall have the right to
use or extend it for the accommodation of the business of other parties, provided that does not unnecessarily inter-
fere with the reasonable use of the applicant.

7. Should the applicant cease to do business on said track, or should the amount of business done on same be
deemed by the Railway Company insufficient to justify its continuing to operate the track, the Railway Company
may after thirty days' notice remove its track material and cease operation.

8. All freight to or from the applicant's business and industries along, upon, or reached by way of the track
shall be delivered to and transported by the Railway Company, over its line or lines of railway, if its rate of
transportation is as low as the rate over competing railway lines, otherwise the Railway Company may discon-
tinue operating the track, and remove its material.

9. Experience has shown that there is hazard in bringing locomotives close to buildings and property. The
applicant understands that his premises and property will be in dangerous proximity to the track and will be in
danger of injury or destruction by fire arising from the operation of engines upon such track, and the applicant
understands such dangers. In order, however, to gain the advantage of having cars placed by the Railway Com-
pany on said track and thus save to applicant the expense of draying goods to and from the Railway Company's
team tracks or freight depot, the applicant agrees as one of the material considerations, without which this con-
tract would not be made, to assume all risk of loss, damage to or destruction of buildings, or contents or property
of any kind located or stored along the track by the applicant, or by any other person upon the premises of
applicant or adjacent to his premises with his procurement or consent, caused by fire escaping from locomo-
tives, without regard to whether such loss or damage be the result of negligence of the Railway Company's em-
ployees, or of defective engines or appliances. And the applicant will save and hold harmless the Railway Com-
pany from all damage, claims and losses herein specified.

Dated at..... this..... day of..... 191.....

Accepted:

NORTHERN PACIFIC RAILWAY CO.

By.....

General Manager.

while using such track