

TITLE TO REAL ESTATE

incident to the laying out, construction, maintenance, paving and draining of said highway or street and future additions or improvements thereto and the maintenance thereof, including the cost of constructing and maintaining bridges or culverts for such drains and ditches as shall be desired by the second party, or required by the first party.

(b) That the grade of said highway or street on said right of way and of said ditches and drains shall be so established and always maintained as to be satisfactory to the first party and shall be submitted to and approved by its Engineer Maintenance of Way; and in the event of any change in the roadbed of the first party, the second party will make all necessary changes in said highway or street and drainage, at the cost and expense of the second party and in all respects satisfactory to the first party.

(c) That the first party, acting by its Engineer Maintenance of Way, shall have the right to decide as to whether culverts or bridges shall be installed and maintained at the road crossings of said ditches or other waterways, and shall approve the plans and materials to be used in the construction of such bridges or culverts.

(d) That said highway or street and all drainage therefor shall be constructed and maintained so as to allow and provide for the proper and efficient drainage of the right of way, roadbed and tracks of the first party as they now exist or as they may hereafter exist, and that there shall at no time be any construction or maintenance of said highway or street or drainage therefor by the second party that will damage or injure or interfere with the proper drainage of the right of way, roadbed or tracks or other property of the first party.

(e) That if the second party should at any time fail or refuse to keep said culverts or bridges or ditches for the drainage of said highway or street in good repair as herein agreed and as required by the Engineer Maintenance of Way of the first party, then the first party shall have the right, at its option, to make such repairs or renewals at the expense of the second party, or to terminate this contract and the rights of the second party hereunder, and the second party hereby expressly agrees to repay promptly, or within sixty days after receipt of statement of expenditures of same, any sum or sums which may be so expended by the first party.

(f) That if at any time hereafter the second party should abandon the use of said highway, or street, on said right of way or any part thereof, then all rights of the second party in the portion of said right of way so abandoned shall immediately cease and determine and revert absolutely and without encumbrance or restriction to the first party.

(g) That if at any time hereafter the first party should require or need for railroad purposes the land hereby leased, or any portion thereof, then to the extent, but only to the extent necessary to permit such use by the first party, the easement or right of user hereby granted in and to the same, or the portions thereof so required and needed, shall cease and determine and all rights of the second party and of the public herein shall be at an end, and the same shall cease to be used as such highway or street, in which event the party of the second part shall be relieved of its obligation under Paragraph (n) herein, and may without prejudice institute or re-institute the proceeding referred to in Paragraph (n) herein for the extension of Depot Street across the right of way of the party of the first part.

(h) That the party of the first part shall have the unquestioned right to lay and construct tracks across said herein leased land at such points as it may desire, and to operate trains thereon, but it is distinctly understood that the first party shall pay for the cost of construction and the maintenance of any crossings made across the street herein contemplated.

(i) That only an easement or right of user is hereby granted in said land for highway or street purposes, and it is expressly understood and agreed that the title to said land shall always remain in the first party, subject to the terms and conditions of this instrument; and that no use of the same by the second party or the public shall at any time be considered as a grant or