

along land other than that of said second party, and to pay or cause to be paid to said second party, the full sum of five hundred (\$500) dollars, to be expended by second party in defraying in part or in whole, the expenses incident to the necessary grading and filling in of the entire twenty-nine-hundred and fifty (2,950) feet of right-of-way upon which said side-track shall be laid, and further grants exclusively to the second party, its successors and assigns, the right to construct, maintain and operate said side-track substantially as shown upon the plat hereto attached and made a part hereof, until sixty (60) days after second party or its successors or assigns shall have given notice as next hereinafter provided of its intention to discontinue the use of said side-track.

It is mutually agreed that the ownership of said track shall be vested in the second party, and its successors and assigns, and it and they shall have the right to use, without cost or charge therefor, the whole or any part of said track for other business than that of the first party, or its successors or assigns, when the track is not actually occupied by cars, either being loaded or unloaded by the first party, and the second party or its successors or assigns, shall have the right at any time hereafter, upon giving at least sixty (60) days notice to said first party or its successors or assigns, of its intention so to do, to enter upon the said premises aforesaid, or any part thereof, and to take up and remove said track and appurtenances from said premises, whether the same be upon the land owned or controlled by said second party, whenever the business of the first party, for the accommodation of which the track is laid, shall be discontinued, or whenever, in the judgment of said second party, or its successors or assigns, such business of the first party shall not be sufficient to justify second party or

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