

~~business, provided that such loading ramps shall not unreasonably interfere with the track or the reasonable use of the right of way or be in violation of any regulations of any governing body having regulatory authority. Industrial shall indemnify Greenville and Northern from any loss or expense arising out of the position or location of any such loading ramps, buildings or other structures hereafter constructed.~~

Industrial shall not permit anything to be placed above the tracks described herein lower than a height of twenty-seven (27) feet above the top of the rail, unless permission to do so is granted in writing by Greenville and Northern, except that this provision shall not apply to anything now existing. If any change is required in existing overhead structures, this shall be done at the expense of Greenville and Northern. All structures hereafter erected extending over the track shall be built and maintained in a manner satisfactory to Greenville and Northern. All wires suspended over the track shall be placed and maintained at the elevation and in accordance with the standards prescribed by the National Electric Safety Code.

Industrial shall keep the tracks and rights of way clear of obstruction caused by it or its customers and shall not unreasonably interfere with the operation of trains over the rights of way hereby granted.

Notwithstanding any inconsistent foregoing provision of this agreement, Industrial shall have the right to repurchase and extinguish the easements presently existing which are designated Track No. 1 and/or Track No. 2 above, at a price of One Thousand (\$1,000.00) Dollars for each such easement. In the event Industrial should desire to purchase one or more of said easements, it shall give notice of its intention to Greenville and Northern in writing and the closing shall take place within twenty (20) days after such notice at a time and place mutually agreeable to the parties. The agreement on the part of Greenville and Northern to sell the easements pertaining to Tracks Nos. 1 and 2 does not include the railroad track, cross ties, railroad scales, scale house or any other railroad material and equipment owned by Greenville and Northern and located on the subject property.

Upon the sale and conveyance or other extinguishment for any reason of any of the easements provided herein, Greenville and Northern shall have the right to remove any tracks, cross ties, scales, scale houses and any other materials and equipment owned by it.

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