

**1. RIGHT OF WAY.**

(a). The Industry shall provide, without cost to the Railroad, all necessary right of way outside of the right of way of the Railroad, required for the proper ~~construction and~~ operation of said sidetrack, said right of way to be satisfactory to the Chief Engineer or other proper officer of the Railroad.

(b). The Railroad, its officers and employes, shall have the right to enter upon the property of the Industry for the purpose of ~~constructing~~ maintaining and/or operating said sidetrack.

~~**2. CONSTRUCTION**~~

~~(a). The cost of constructing said sidetrack, including roadbed, trestles, drains, bridges and all other appurtenances in connection therewith, shall be borne as follows:~~

~~(b). The Railroad shall furnish, at its expense, all material and labor for and shall construct~~

~~(c). The Industry shall, without cost to the Railroad, furnish all material and labor for and shall, in a manner satisfactory to the Railroad, construct~~

**3. MAINTENANCE.**

(a). Said sidetrack shall be maintained and/or renewed to the satisfaction of the Chief Engineer, or other proper officer of the Railroad; the work shall be performed and the cost thereof borne as follows:

(b). The Railroad shall maintain and/or renew the said sidetrack.

~~(c). The Industry shall, without cost to the Railroad, maintain and/or renew~~

**4. OWNERSHIP.**

(a). The title and ownership of said sidetrack shall be as follows:

(b). Track material furnished by the Railroad, at its expense, and laid in said sidetrack on the right of way or premises of the Railroad or on the premises of, or right of way furnished by the Industry, shall remain the property of the Railroad. Upon termination of this agreement the Railroad shall have the right to enter upon the property of the Industry and upon any right of way provided by the Industry and to remove any or all of the material owned by the Railroad, and shall not be liable to account in any way to anyone for monies paid or expended on account of any of the track or tracks covered by this agreement.

~~(c). Track material furnished by the Industry and laid in said sidetrack on the right of way or premises of the Railroad shall remain the property of the Industry, subject to use hereunder by the Railroad. Upon the termination of this agreement the Industry shall remove such ma-~~