

3. MAINTENANCE.

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

(b). The Railway shall maintain and/or renew said side track from the switch point to the clearance point.

(c). The Industry shall, without cost to the Railway, maintain and/or renew that portion of said sidetrack beyond the clearance point.

4. OWNERSHIP.

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

(b). Track material furnished by the Railway, at its expense, and laid in said sidetrack on the right of way or premises of the Railway or on the premises of, or right of way furnished by the Industry, shall remain the property of the Railway, and may be by it removed from said premises or right of way after the termination of this agreement.

~~(c). Track material furnished by the Industry and laid in said sidetrack on the right of way or premises of the Railway shall remain the property of the Industry, subject to use hereunder by the Railway for the maintenance of the use of said sidetrack for the purposes of the Industry, such material may be removed from said right of way or premises at the sole expense of the Industry, but at the option of the Railway, by its employees under the Railway's control, the Railway shall then have the right to use such material and shall have the right to dispose of the same in the manner it deems proper.~~

5. USE.

(a). The Railway shall have the right to use, without cost, the whole or any part of said sidetrack for general railway purposes and to reach industries, if any, located thereon or reached thereby, provided such use shall not unreasonably interfere with the use thereof by the Industry, and to this end the Industry agrees to permit said sidetrack to be extended or connected with other sidetracks.

(b). The Industry shall not, without the written consent of the Railway, permit or authorize any use of, extension of, or connection with said sidetrack by or for the benefit of any other person, firm or corporation, ~~and none of the parties hereto shall assign this contract or any rights hereunder.~~

6. CHANGES OR ENLARGEMENT.

(a). If any change, rearrangement, extension or enlargement of said sidetrack or its structures shall at any time be required by reason of any change in the Railway's track or tracks, or because of any changes in the operating practice of the Railway, or for any other cause, then and in that event any expense or damage resulting from such change, rearrangement, extension or enlargement of said sidetrack shall be borne by the Industry.

7. CLEARANCES.

(a). The Industry agrees not to permit any obstruction over said sidetrack having a clearance of less than twenty-two (22) feet above the top of rail, or alongside of said sidetrack within six (6) feet of the nearest rail of said sidetrack, with the necessary additional clearance on curves. All structures erected over the sidetrack shall be built and maintained in a manner satisfactory to the Chief Engineer or other proper officer of the Railway.

8. OPERATION AND LIABILITY.

(a). ~~After the completion of said sidetrack~~ The Railway will deliver to the Industry, on said sidetrack, cars containing carload shipments and consigned to the Industry for delivery thereon, and will deliver to the Industry on said sidetrack empty cars for loading thereon, and will accept from the Industry on said sidetrack cars containing carload shipments, for movement to destination over the lines of the Railway or its connections. For such service the Industry will pay the legal charges shown from time to time in the proper tariff of the Railway, duly filed and published according to law.