

## 10. RIGHT OF WAY (cont'd)

The Railroad, for and in consideration of One Dollar to it in hand paid by the Industry, and other valuable considerations, receipt of which is hereby acknowledged, hereby demises and leases unto Industry, subject in all respects to the terms and conditions of this agreement during the tenure thereof, for constructing, maintaining and using a portion of said sidetrack and for the maintenance of portion of a fence thereon, all that certain parcel of land, property of Railroad, described as follows and shown in RED on print attached:

BEGINNING at a point 8 feet southwestwardly, measured at right angles from the center line of said sidetrack and 641 feet southeastwardly from the switch point thereof, and extending parallel with said sidetrack and prolongation thereof a distance of 343 feet; thence a distance of 146 feet to a point 8 feet southeastwardly, measured at right angles from the center line of a prolongation of said sidetrack; thence northwestwardly a distance of 488 feet parallel with the said sidetrack and prolongation thereof; thence southwestwardly a distance of 16 feet to the point of beginning.

## 11. OTHER INSTALLATIONS:

It is understood and agreed that the Industry shall have the right and privilege of constructing and maintaining in a manner satisfactory to the Division Engineer of the Railroad the following installations:

- (a) GATE: A 16-foot gate, hinged on the north end, across said sidetrack at location 644 feet from the switch point thereof, the said location of the gate being shown on attached print; said gate to be maintained so as to afford a clearance, when open, of 8 feet on the north side of the center line of said sidetrack, with gate post on the south side providing clearance of 8 feet from the center line of said sidetrack, and to be equipped by the Industry, at its expense, with double-end hasp so as to allow use of private padlock by Industry and Atlantic Coast Line standard switch lock by the Railroad;
- (b) FENCE: A fence along the southwesterly boundary of that portion of the right of way of the Railroad which is leased to the Industry pursuant to the provisions of Article 10 hereof, i.e., commencing at location 644 feet from the point of switch of said sidetrack, at clearance of 8 feet southwestwardly from the center line thereof, and extending southeastwardly a distance of 486 feet, as shown on attached print. It is understood and agreed that upon the termination of this agreement the Industry shall remove the said fence placed upon the leased area and restore said premises to a condition satisfactory to the Division Engineer of the Railroad. In the event of the failure of the Industry so to do, the Railroad may remove the said fence at the cost and expense of the Industry, which cost and expense the Industry hereby agrees to pay to the Railroad on demand;

Notwithstanding the provisions of Article 8(d) or any other provisions hereof, by reason of the additional hazard created by the gate and fence, it is further understood and agreed that the Industry shall and does hereby assume and agree to in-

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