

track described herein. Industrial shall clear all obstructions from the right of way for the extension of Track No. 3 described herein, and Greenville and Northern shall then construct that extension of Track No. 3 at its own expense. Greenville and Northern shall remain the owner of the railroad track, cross ties, railroad scales, scales house, and any and all other railroad materials and equipment placed on the property by Greenville and Northern, both as to the track and equipment already constructed and as to the extension of Track No. 3 to be constructed.

The railroad track and related materials shall be maintained by Greenville and Northern to its satisfaction. Greenville and Northern shall bear the expense of all routine maintenance resulting from normal use or from normal wear and tear to the track and related materials. Industrial shall bear the expense of any and all repairs necessitated by damage to the track and related materials caused by the negligence or neglect of Industrial or any of its employees, customers or agents. It is understood that Industrial and its customers will operate heavy motor vehicles across the easement and tracks and such operation shall not be considered negligence so long as such crossings are made at regularly established crossing points. Such crossing points shall be established by mutual agreement of the parties. Greenville and Northern will provide two (2) crossing points over the extension of Track No. 3 from its present terminating point.

Greenville and Northern shall have the right to use said track for general railroad purposes and to extend said track or to connect other tracks thereto for the use of other shippers provided such use, extension or connection does not unreasonably interfere with the business of Industrial. It is understood that the extended Track No. 3 will be used by Greenville and Northern in the regular course of its business as through track to reach the property beyond that owned by Industrial. Greenville and Northern agrees that by its use of the track, it shall not unreasonably limit access by Industrial to property beyond the tracks, and particularly the portion of Industrial's property south of Track No. 3. It is understood that this agreement does not give Greenville and Northern the right to place or store its cars upon that part of the track passing over Industrial's property, except in the routine process of transit and switching, but in no event to unreasonably interfere with the business of Industrial.

*PR.* ~~Industrial shall have the right to construct loading ramps upon the right of way which it considers necessary or advisable in the operation of its~~

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