

pay the party of the first part the sum of \$50 cents per car royalty for all of the sand taken out of said river during the above mentioned period, payments to be made monthly on the first day of each month for all sand loaded during the preceding month.

It is understood and agreed that said switch or spur may be used for other lines of business or manufacturing by first party or its assigns, at the option of the party of the first part, free of charge to the party of the first part, or to any person or corporation authorized to use same by party of the first part. Party of the first part also reserves the right to extend said switch to any length it desires or to authorize any other person as to do for the purpose of reaching any other business or manufacturing plant that may be established on or beyond the land of the party of the first part.

Party of the second part agree that within ten days from the time the Engineering Department of the Frisco Railway Company furnishes her with the estimate of the costs of said switch she will deposit ^{the cost} thereof with the Frisco Railway Company for the building of the said switch.

She further agrees that within ten days from this date she will purchase appliances and machinery necessary for said plant, and will have said plant completed within thirty days from the date of completion of said switch. Party of the second part agree to operate said plant for taking out sand and aforesaid continuously throughout the life of this lease. Any cessation of work at any time for a period of thirty days, or a failure to pay any royalty when due shall work a forfeiture of this lease at the option of the party of the first part. Provided that a delay