

READING BLUE MOUNTAIN & NORTHERN RAILROAD TEMPORARY LICENSE PERMITTING ENTRY ON RAILROAD PROPERTY

THIS AGREEMENT, dated < > between < >, hereinafter called "Licensee" and READING BLUE MOUNTAIN & NORTHERN RAILROAD COMPANY, hereinafter called "RBMN".

WHEREAS, Licensee has requested permission to enter upon the property of RBMN; and

WHEREAS, RBMN is willing to grant a temporary License for such entry, subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, RBMN and Licensee, intending to be legally bound, agree as follows:

1. PERMISSION, LOCATION & ACCESS

RBMN hereby grants to Licensee, a temporary License to enter upon RBMN property for the purpose of,

All work associated with the < > located at Milepost < > of RBMN's < >, located at a point

In < >, < > County, Pennsylvania. (Location specified in attachment A)

2. LIABILITY

Licensee hereby releases and will protect, defend, indemnify and save harmless, RBMN and its subsidiaries, and their officers, agents and employees, against all claims, liabilities, demands, actions at law and equity, judgments, settlements, losses, damages and expenses of every character whatsoever (hereinafter collectively referred to as "Claims") for injury (including death) sustained by the officers, agents and employees of RBMN and its subsidiaries, Licensee and any officers, agents and employees of Licensee, and all other persons whomsoever, and for damage to or loss or destruction of property of any kind by whomsoever owned, caused by, resulting from, arising out of, or occurring in connection with the entry or presence of Licensee and its officers, agents and employees on RBMN property or incidental to or appertaining thereto, and whether or not such injury (including death) and such damage to or loss or destruction of property are due to or chargeable to, in whole or in part, any alleged active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation by RBMN or any subsidiary, including their officers, agents and employees. As a result of any such Claims, Licensee will assume at its own expense, on behalf of RBMN and its subsidiaries, and their officers, agents and employees, the defense of any such Claims which may be brought against said parties and pay on behalf of said parties the amount of any settlement agreed upon, judgment that may be entered, and any other amounts assessed in connection therewith, plus all costs and expenses involved as aforementioned.

3. CONSIDERATION

Licensee will pay to RBMN, the sum of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1500.00) as compensation for this License.

4. ENTRY UPON PROPERTY

Licensee shall notify RBMN's Real Estate Department, at least thirty (30) working days in advance before entering upon or starting any work upon RBMN property. No entry or use of RBMN property will be permitted until this License is signed, charges hereunder paid, evidence of any insurance coverage required under Paragraph 10 hereof has been received and accepted by RBMN, and permission received from the Real Estate Department.

5. RBMN OPERATIONS

All operations of Licensee shall be carried on in such a manner so as not to interfere with RBMN property and operations or the use of any RBMN facilities. If in the opinion of the Real Estate Department, conditions warrant at any time, RBMN will provide flag protection, signal/communication line protection and engineering inspection at the expense of Licensee and Licensee will pay to RBMN, the full cost and expense therefore. All work done by Licensee will be in accordance with RBMN's RB-6 Specifications.

6. CROSSING OR FOULING TRACK

In no event shall equipment or material be transported across RBMN track or tracks without special permission and with advance notice of at least thirty (30) days so that RBMN may arrange for necessary flag protection at the expense of Licensee and Licensee will pay to RBMN the full cost and expense therefore. Such permission shall be obtained from RBMN Real Estate Department. Licensee agrees not to enter upon or foul track until given signal to do so by a flagman.

7. CLEARANCES

All equipment working on or material in use upon the property of RBMN shall be kept at all times not less than twelve feet (12') from the nearest rail of any track, or as subsequently modified in writing by RBMN Real Estate Department. Licensee shall conduct its operations so that no part of its equipment shall foul an operating track, transmission, signal or communication line, or any other structure of RBMN.

8. RESTORATION OF PREMISES

Upon completion of the work, RBMN's property shall be left in a condition satisfactory to RBMN's Real Estate Department. This includes, without limitation, immediate restoration of any fences removed. All land will be returned to its original condition.

9. TERM OF LICENSE

RBMN reserves the right to revoke this License at any time. Unless modified or terminated, this License shall extend from < > until < >, at which time it shall expire automatically. Licensee will notify RBMN's Real Estate Department when use of the property or work is completed. Under NO Circumstances shall this License be construed as granting Licensee any right, title or interest of any kind or character in or about the land or premises of RBMN.

10. INSURANCE

In addition to any other forms of insurance or bonds required under this License and except to the extent that any of the requirements of this section are expressly waived or revised in writing by RBMN, Licensee, prior to the commencement of any work pursuant to this License and throughout the term of this License, shall at its own cost and expense, maintain insurance of the following kinds and amounts to deliver to RBMN Real Estate Department satisfactory evidence of such insurance as indicated herein.

- a. Public Liability Insurance – including contractual liability insurance, with a limit of not less than \$5,000,000 combined single limit for bodily injury and/or property damage for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence. RBMN shall be named as an additional insured under this insurance.
- b. Worker's Compensation Insurance in Statutory Amounts. Employer's Liability and Occupational Disease Insurance with limits of \$1,000,000 each accident, \$1,000,000 policy limit and \$1,000,000 each employee. Such policy shall include a waiver of subrogation in favor of RBMN.
- c. Automobile Liability Insurance with a limit of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence. RBMN shall be named as an additional insured under this insurance.
- d. Licensee, with respect to the operations performed by it or any of its' subcontractors, shall provide Railroad Protective Liability Insurance (ISO-RIMA FORM) in the name of Reading Blue Mountain & Northern Railroad, with a limit of not less than \$2,000,000 per occurrence, combined single limit for bodily injury and/or property damage, for damages arising out of bodily injuries or to death of all persons and for damage to or destruction of property, including the loss of use thereof. Such insurance shall also contain an aggregate of not less than \$6,000,000 for damages arising out of more than one occurrence. RBMN shall be the "Named Insured" on this policy.
- e. General Contractor's Pollution Liability coverage, with limits of not less than \$5,000,000 aggregate bodily injury, property damage and cleanup expenses resulting from pollution conditions, Also provides coverage for contractor's liability for subcontracted activities, such as lead paint removal and asbestos abatement. RBMN shall be named as Additional Named Insured under this insurance.
- f. The insurance specified above shall be carried until the Project is satisfactorily completed and formally accepted by RBMN. Failure to procure and maintain such insurance shall constitute a Breach of this License.
- g. The above indicated insurance coverages shall be effected under standard form policies issued by insurers of financial responsibility that are rated "A" or better by Best's Insurance Reports, "AA" or better by Standard & Poor's Insurance Rating Service and "Aa" or better by Moody's Investors Service. RBMN reserves the right to reject as inadequate any insurance coverage provided by an insurance company that is rated less than the ratings above by any of the aforementioned rating services.
- h. The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this License or any attachment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the period of time when the License was in effect and the insurance was in force.
- i. Licensee shall furnish RBMN with certificates of insurance evidencing the insurance coverages required in subsections a,b,c, etc. above and shall also furnish the original Railroad Protective Liability insurance policy referred to in subsection d, above at least thirty (30) days prior to the commencement of this License. RBMN shall be named as an additional insured under the insurance coverages outlined in subsections a,b,c, etc. above. Certificates of Insurance and/or policies should be sent to:

Reading Blue Mountain & Northern Railroad Real Estate Department
P.O. Box 188,
Port Clinton, PA 19549

- j. All insurance policies shall be endorsed to provide that the insurance company shall give thirty (30) days prior written notice to: Reading Blue Mountain & Northern Railroad Real Estate Department, P.O. Box 188, Port Clinton, PA 19549 if the polices are to be terminated or if any changes are to be made which will in any way affect the insurance requirements of this License.

IN WITNESS WHEREOF,

WITNESS:

< _____ >
(Licensee)

BY: _____

WITNESS:

**READING BLUE MOUNTAIN & NORTHERN
(RBMN)**

BY: _____