

public. Permittee will reimburse Railroad upon annual bill rendered, therefor, with the first bill to be rendered twelve months after the date of the agreement and annually thereafter on the anniversary of the in-service date.

- 4) Permittee agrees to indemnify and hold Railroad, and any other corporation controlling, controlled by or under common control with Railroad, harmless from and against all loss, damage, liability or expense arising from injury or loss of life to any person or damage to any property while Permittee is engaged in the work of constructing and/or improving or maintaining said roadway on or near Railroad property and track(s).
- 5) Should the use of said grade crossing and said roadway be abandoned, then all rights hereby granted to Permittee shall hereinafter cease and terminate and Permittee will, at its cost and in a manner satisfactory to Railroad, remove all roadway and roadway materials. All signal materials will be removed by Railroad, and any removal expenses paid by Permittee.
- 6) Permittee, or its contractor, shall maintain the following insurance during all periods of construction, reconstruction, repair, or maintenance of said roadway and crossing:
 - a) Comprehensive General Liability Insurance with a limit of not less than a combined signal limit of \$3,000,000 each occurrence, Said policy shall include products and completed operations coverage and explosion, collapse and underground hazard (XCU) coverage. Permittee will furnish Railroad a copy of insurance limits.

Notices for this Agreement should be sent to:

To Railroad:

CaterParrott Railnet
 C/O - Agreements
 3825 Aubrey Lane
 Tifton, Georgia 31794

To Permittee:

IN WITNESS WHEREOF, the parties hereto have executed this agreement, under seal, in duplicate, each part being an original, as of the day and year first above written.

Permittee:

By: _____

In presence of:

Name: _____

Title: _____

As to Permittee