

After recording, return to:

Hershner Hunter, LLP
P.O. Box 1475
Eugene, OR 97440

MEMORANDUM OF PRIVATE RAILROAD CROSSING AGREEMENT

This MEMORANDUM OF PRIVATE RAILROAD CROSSING AGREEMENT evidences that a Private Railroad Crossing Agreement ("Agreement") was entered into as of July 8, 2026 by and between OREGON INTERNATIONAL PORT OF COOS BAY, and MAPLETON WATER DISTRICT. The Agreement, as it may be amended, modified, and/or supplemented from time to time, describes the parties' respective rights and obligations with regard to the Mapleton Water District's right of way access over certain railroad property to access the property described in Exhibit A.

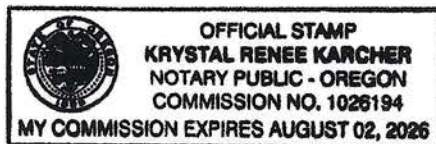
OREGON INTERNATIONAL PORT OF COOS BAY MAPLETON WATER DISTRICT

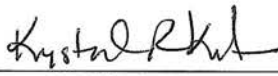
By: 
Lanelle Comstock, CEO

By: _____
Vanessa West, Board Chair

STATE OF OREGON)
) ss.
COUNTY OF COOS)

This instrument was acknowledged before me on July 8, 2026, by Lanelle Comstock, CEO of the Oregon International Port of Coos Bay, on behalf of the organization.




Notary Public for Oregon
My commission expires: August 02, 2026

STATE OF OREGON)
) ss.
COUNTY OF LANE)

This instrument was acknowledged before me on _____, 2026, by Vanessa West as Board Chair of the Mapleton Water District, on behalf of the organization.

Notary Public for Oregon
My commission expires: _____

MEMORANDUM OF PRIVATE RAILROAD CROSSING AGREEMENT

EXHIBIT A

Legal Description of Mapleton Water District Property

All that part of Government Lot 3 lying west of the Railroad right of way, in Section 34, Twp.17 South, Range 10, West, W.M., Lane County, Oregon; Excepting therefrom that part conveyed to the United States of America by deed recorded November 10, 1936, in Book 188, Page 34, Lane County Oregon Deed Records, in Lane County, Oregon.	1963	R.206 88815	
Containing more or less			8.17

UNDERGROUND UTILITY LICENSE AGREEMENT CBR702.99MWD

This Agreement (hereinafter "**Agreement**") made this 8 day of July 2026 (the "**Effective Date**") by and between **OREGON INTERNATIONAL PORT OF COOS BAY**, its successors, assigns or affiliated companies (hereinafter "**LICENSOR**" or "**RAILROAD**"), whose address is 125 West Central Avenue, Suite 300, Coos Bay, OR 97420, and **MAPLETON WATER DISTRICT** (hereinafter "**LICENSEE**") whose address is 88151 Riverview Avenue, Mapleton OR 97453.

WITNESSETH:

For valuable consideration as outlined herein, the receipt of which is hereby acknowledged, LICENSOR hereby conveys to LICENSEE a license (hereinafter "**Occupancy**") under LICENSOR'S property as indicated below.

Multiple utility crossings at LICENSOR'S property, including an 8" underground water line at or about MP 702.99, a 3" underground water line at or about MP 703.5, a 3" underground water line at or about MP 703.7, an 8" underground water line at or about MP 703.8, a 3" underground water line at or about MP 704.61, a 12" underground water line at or about MP 705.2, a 3" underground water line at or about MP 705.55, a 3" underground water line at or about MP 705.6, and a 3" underground water line at or about MP 706.1, near the city of Mapleton, County of Lane, State of Oregon. Said Occupancy is further described in the attached **Exhibit "A"**, attached hereto and incorporated herein ("**LICENSEE'S Facilities**"). Notwithstanding any other provision of this Agreement, LICENSEE'S Facilities are subordinated to all matters of record and LICENSEE hereby acknowledges the title of LICENSOR in and to the property described in this agreement and agrees never to assail or resist said title. Additionally, LICENSOR reserves the right to use the area below ground level and to enter LICENSEE'S Facilities for construction and maintenance of LICENSOR'S property.

THE UNDERSIGNED AGREES that the continuation of the Occupancy and use herein shall be subject to the following conditions, the default upon same could cause LICENSOR, its successors or assigns, to terminate this Agreement and to order the removal of LICENSEE'S Facilities and Occupancy for any and all costs at LICENSEE'S expense. The conditions are as follows:

1. Said Agreement and Occupancy is granted contingent upon payment to LICENSOR of an annual fee of \$0 (zero dollars) with the effective with the date of this License. RAILROAD has waived, and LICENSEE shall not be required to pay, the application fees of \$1,200 (one thousand two hundred dollars) and the expedited processing fees of \$1,000 (one thousand dollars) for each crossing.

Billing or acceptance by LICENSOR of any annual fee shall not imply a definite term or otherwise restrict either party from canceling this Agreement as herein provided.

In the event LICENSEE shall not promptly and fully cure any default by LICENSEE hereunder within 30 days after receipt of notice of such default from RAILROAD, or if the cure cannot reasonably be cured within 30 days, then if LICENSEE does not commence a cure within 30 days and thereafter diligently prosecute a cure to completion, RAILROAD shall have the right to terminate this Agreement. Termination of this Agreement by either party shall not relieve or release LICENSEE from any liability incurred by reason of any act, default, or occurrence prior to such termination.

2. In the event that the use as set forth above is (1) materially changed without Licensors prior written consent, which will not be unreasonably withheld, (2) terminated or (3) LICENSEE'S Facilities are permanently removed, this Agreement shall automatically terminate.
3. This Agreement or Occupancy herein granted may not be transferred, assigned or sublet to another party not signatory hereto without the prior written approval of LICENSOR. Said approval by LICENSOR, subject to LICENSEE'S satisfaction of applicable transfer of rights or assignment fees in effect at that time, shall not be unreasonably withheld.
4. LICENSOR shall not be responsible for any damage to LICENSEE'S Facilities at any time while this Agreement is in effect.
5. To the extent permitted under Article 11, Section 10 of the Oregon Constitution and subject to the limits of the Oregon Tort Claims Act, LICENSEE HEREBY AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS AND DEFEND LICENSOR, AND ITS RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES FROM ANY AND ALL ACTIONS AT LAW, CLAIMS, DEMANDS, LOSSES, DAMAGES, SUITS, FINES, PENALTIES, BY LICENSEE OR ANY OTHER PARTY TO RECOVER ACTUAL OR PUNITIVE DAMAGES FOR DEATH, BODILY INJURY, PERSONAL INJURY OR PROPERTY DAMAGE, WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM LICENSEE'S ACTIVITIES HEREUNDER, INCLUDING BUT NOT LIMITED TO THE SUBSEQUENT USE AND OCCUPANCY OF LICENSEE'S FACILITIES BY LICENSEE, ITS PERMITTEES, INVITEES OR ANY OTHER PERSON.

UNDERGROUND UTILITY LICENSE AGREEMENT CBR702.99MWD

THE PARTIES ACKNOWLEDGE THAT THE USE OF LICENSOR'S PREMISES IS FOR THE SOLE CONVENIENCE OF LICENSEE AND THAT LICENSOR SHALL HAVE NO DUTY TO LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS TO PROVIDE A REASONABLY SAFE PLACE IN WHICH TO WORK, TO PROVIDE ADEQUATE OR SAFE METHODS AND EQUIPMENT FOR THEIR WORK OR TO INSPECT OR MAINTAIN LICENSEE'S FACILITIES FOR SAID SAFE METHODS AND WORK EQUIPMENT NOR TO GIVE ANY WARNINGS OR OTHER NOTICES TO LICENSEE'S EMPLOYEES OR INVITEES REGARDING SAFETY EITHER OF LICENSEE'S FACILITIES AND RELATED WORKPLACE OR LICENSOR'S PROXIMATE RAILROAD OPERATIONS AND THAT ALL SUCH DUTIES SHALL BE ASSUMED BY LICENSEE WHO FURTHER AGREES TO DEFEND AND HOLD HARMLESS LICENSOR FROM ANY AND ALL CLAIMS ALLEGING ANY FAILURE TO PERFORM SAID DUTIES.

6. LICENSEE shall name LICENSOR, and its officers, directors and employees, as additional insured for all risks, (including, if applicable, fire and explosion) due to LICENSEE'S crossing(s), in an amount not less than Two million and no/100 dollars (\$2,000,000.00) per occurrence, Six million and no/100 dollars (\$6,000,000.00) aggregate liability and, prior to any construction project, a policy of Railroad Protective Liability Insurance in the amount of Two million and no/100 dollars (\$2,000,000.00) per occurrence, Six million and no/100 dollars (\$6,000,000.00) aggregate. Each policy shall be endorsed to provide a minimum of 10 days advance notice of cancellation to said additional insured. LICENSEE shall furnish a certified policy of insurance prior to the construction period. Said coverage shall remain in force for the duration of this Agreement. Provided, however, LICENSOR may require increases in liability coverage to equal or exceed LICENSOR'S own level of liability coverage, having regard for the circumstances. LICENSOR shall further have the right to approve the Carrier furnishing such coverage. Evidence satisfactory to LICENSOR'S General Counsel of LICENSEE'S authorized self-insurance program capable of providing for such limits, will be accepted in lieu of a policy from a commercial carrier. This clause shall not serve in any way to limit LICENSEE'S liability to the amounts of insurance required. The form, substance and limits of said insurance policy shall be subject to the approval of RAILROAD and shall be in compliance with the provisions contained in the Exhibit "B" attached hereto and made a part hereof by this reference.
7. If required by LICENSOR, LICENSEE at its sole cost and expense, shall, upon completion of the construction and installation of said LICENSEE'S Facilities, furnish LICENSOR with a survey drawing, showing the final exact location of said Occupancy as constructed. The survey drawing shall indicate LICENSOR'S survey valuation station which said installation is located, and/or the position of LICENSEE'S Facilities in relation to the center line of the track and/or the centerline of the closest public street crossing said track(s). LICENSEE has provided a map of the Mapleton Water District Existing Distribution System and Study Area, attached hereto as Exhibit "A" and incorporated herein.
8. LICENSEE'S Facilities shall be installed and maintained to the satisfaction and approval of LICENSOR'S Engineer and LICENSEE hereby agrees to reimburse LICENSOR for any and all costs of LICENSOR'S Engineer and other technicians or professional consultants as may be required from time to time, within thirty (30) days after receipt of LICENSOR'S invoice for payment.
9. LICENSEE hereby agrees to reimburse LICENSOR for any and all expenses LICENSOR may incur or be subjected to, or in consequence of, the planning, negotiation, installation, construction, location, changing, alteration, relocation, operation or renewal of said Facilities, within thirty (30) days after receipt of LICENSOR'S invoice for payment.
10. In the event LICENSEE shall at any time desire to make changes in the physical or operational characteristics of said Occupancy, LICENSEE shall first secure in writing, the consent and approval of LICENSOR, which consent and approval will not be unreasonably withheld. All renewals, changes or additional construction after LICENSEE'S Facilities have initially been constructed, shall be authorized only after an additional RIGHT OF ENTRY AGREEMENT is approved and executed by LICENSOR. LICENSEE agrees that such changes shall be made at LICENSEE'S sole risk, cost and expense and subject to all the terms, covenants, conditions and limitation of this Agreement.
11. No other use shall be made by anyone under, across, upon and/or over the Occupancy herein described, without obtaining the prior written permission of LICENSOR, its successors or assigns; LICENSOR shall have any and all access as it deems appropriate to operate, maintain or use thereof on LICENSOR property.
12. This Agreement shall continue in force indefinitely from and after the date hereof. The parties acknowledge that LICENSEE hereby asserts that it has a prescriptive easement over the multiple utility crossings described in the preamble of this Agreement, and desires that this Agreement supplements whatever prescriptive easement rights and obligations that LICENSEE may have under applicable law. Notwithstanding the foregoing, and for the avoidance of doubt, LICENSOR'S execution hereof shall not be deemed in any way to be an agreement on the part of LICENSOR that LICENSEE has

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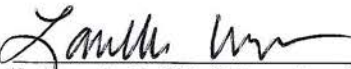
prescriptive easement rights with regard to the crossings. Nothing herein contained shall be construed as conferring any property right on LICENSEE.

13. Upon termination of this Agreement and Occupancy for any reason, all structures and alterations shall be removed from LICENSOR'S property and said property shall be returned to a physically and environmentally whole condition to the satisfaction of LICENSOR'S designated Officer or Representative, all at the sole cost and expense of LICENSEE. LICENSOR may, at LICENSOR'S sole discretion, during the removal of LICENSEE'S Facilities, require LICENSEE to conduct and fund any/all environmental appraisal, report and mitigation of the property formerly occupied by LICENSEE'S Facilities, all reports shall be prepared by a LICENSOR approved environmental consultant, to determine if LICENSOR'S property has been environmentally impacted by said Occupancy. All environmental reports, which are prepared subject to this clause, shall be immediately available to LICENSOR by LICENSEE. This clause shall survive termination of this Agreement.
14. LICENSEE agrees that any installation, maintenance, renewing or removal provisions referenced in this Agreement, covers only the requirements and/or specifications of installation, maintenance, renewing or removal. Any said reference shall not be construed as LICENSOR'S permission or authority for LICENSEE to enter LICENSOR'S property without first obtaining a RIGHT OF ENTRY AGREEMENT from LICENSOR, and fulfilling the requirements contained therein.
15. Execution of this Agreement shall supersede and/or cancel, as of the date first above written, any and all previous agreements, if any, related to the Occupancy and use herein described, which may exist between the parties or their predecessors.

THIS AGREEMENT IS hereby declared to be binding upon the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seals this 8th day of July 2026.

LICENSOR:
OREGON INTERNATIONAL PORT OF COOS
BAY

Signed: 
By Lanelle Comstock, Chief Executive Officer

LICENSEE:
MAPLETON WATER DISTRICT

Signed: _____

Name: _____

Title: _____

UNDERGROUND UTILITY LICENSE AGREEMENT CBR702.99MWD

EXHIBIT "A"

Map of the Mapleton Water District Existing Distribution System and Study Area

MAPLETON WATER DISTRICT EXISTING DISTRIBUTION SYSTEM & STUDY AREA

SYMBOL LEGEND

BLOW OFF VALVE	Symbol
WATER TREATMENT PLANT	Symbol
WATER STORAGE TANK	Symbol
FIRE HYDRANT	Symbol
AIR RELIEF VALVE	Symbol
PUMP STATION	Symbol
RAW WATER INTAKE PIPE 8"	Symbol

PIPE LEGEND

SIZE	SYMBOL
3"	Symbol
4"	Symbol
6"	Symbol
8"	Symbol
12"	Symbol

SIZE	TYPE	LENGTH (FT)	SUB-TOTAL (FT)
3"	AC	1859	5,314
4"	PVC	136	
6"	UNKNOWN	2270	
8"	AC	8408	10,000
8"	STEEL	62	
8"	UNKNOWN	2381	
8"	AC	11372	
8"	STEEL	2252	18,124
8"	PVC	500	
8"	AC	6405	
8"	PVC	7568	
8"	CI	283	
8"	UNKNOWN	1336	15,018
12"	AC	1865	
12"	CI	400	2,300
TOTAL (FT)			49,964

HYDRANT PRESSURE INFO

LABEL	NOTE
1	50PSI 45-55PSI (BOOST PUMP CYCLING)
2	62.5PSI ABOVE BOOSTER PUMP
3	10PSI ABOVE BOOSTER PUMP
4	48 PSI BELOW BOOSTER PUMP & 10.5PSI ON TANKS
5	60PSI HYDRANT AT SCHOOL METER & 10.5PSI ON TANKS
6	60PSI TANKS 10.5
7	N/A
8	HYDRANT IS 15' UP CHESTNUT (60PSI 10.5PSI TANKS)
9	70PSI
10	70PSI TANKS AT 10.5
11	N/A
12	77PSI TANKS AT 10.5PSI
13	70PSI 10.5PSI TANKS
14	80PSI 10.5PSI AT PLANT
15	N/A
16	N/A
17	N/A
18	HYDRANT MAIN VALVE WAS 95% OFF WITH NO KNOWN REASON
19	N/A
20	N/A
21	N/A
22	N/A
23	75PSI
24	10.5PSI TANKS
25	N/A
26	~10.5 PSI TANKS 41PSI AT HYDRANT
27	40PSI TANKS AT 10.7PSI
28	N/A
29	N/A
30	N/A
31	47.5PSI TANKS AT 10.1PSI

PRELIMINARY



DATE	10/10/2024
BY	JD
CHECKED BY	JD
APPROVED BY	JD
SCALE	AS SHOWN

MAPLETON WATER DISTRICT
LANE COUNTY
WATER MASTER PLAN
EXISTING OVERVIEW DISTRIBUTION MAP

MAY 2024

UNDERGROUND UTILITY LICENSE AGREEMENT CBR702.99MWD

EXHIBIT "B"

Insurance Requirements

The coverage afforded hereunder shall include the liability assumed by the named insured (the "LICENSEE") under the following indemnification provisions contained in an agreement in writing between the named insured and OREGON INTERNATIONAL PORT OF COOS BAY (the "RAILROAD"), covering work to be performed upon or adjacent to RAILROAD property. Evidence of such coverage shall be provided to RAILROAD before any work by LICENSEE or any third party contractor or subcontractor of LICENSEE (each, a "Contractor Party") commences on RAILROAD property, and before any Contractor Party accesses RAILROAD property to perform any inspections or work thereupon.

To the extent permitted under Article 11, Section 10 of the Oregon Constitution and subject to the limits of the Oregon Tort Claims Act, LICENSEE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS RAILROAD, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, COSTS, EXPENSES, AND LIABILITIES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER EXPENSES RELATED THERETO) FOR INJURY TO OR DEATH OF A PERSON OR FOR LOSS OF OR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY WORK DONE, ACTION TAKEN OR PERMITTED BY LICENSEE OR ANY CONTRACTOR PARTY OR THEIR RESPECTIVE AGENTS OR EMPLOYEES UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT BY LICENSEE OR ANY CONTRACTOR PARTY.

IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH LICENSEE AND RAILROAD, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH INDEMNIFIES RAILROAD FOR ITS OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS ACTIVE OR PASSIVE, OR IS THE SOLE OR A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE; PROVIDED THAT SAID INDEMNITY SHALL NOT PROTECT RAILROAD FROM LIABILITY FOR DEATH, INJURY OR DAMAGE ARISING SOLELY OUT OF THE CRIMINAL ACTIONS OF RAILROAD, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS STIPULATED BY THE PARTIES THAT RAILROAD OWES NO DUTY TO LICENSEE, ITS CLIENTS, ANY CONTRACTOR PARTY OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AGENTS OR INVITEES, TO PROVIDE A REASONABLY SAFE WORK PLACE AND THAT ALL PARTIES ENTERING ONTO RAILROAD PROPERTY DO SO AT THEIR SOLE RISK.

To the extent permitted under Article 11, Section 10 of the Oregon Constitution and subject to the limits of the Oregon Tort Claims Act, LICENSEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS RAILROAD, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, COSTS, EXPENSES, AND LIABILITIES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER EXPENSES RELATED THERETO) ARISING FROM OR IN CONNECTION WITH SUCH DAMAGE, INCLUDING WITHOUT LIMITATION THOSE ARISING FROM OR IN CONNECTION WITH ANY INTERRUPTION OR DELAY OF TRAIN SERVICE, OR OTHERWISE ARISING FROM OR IN CONNECTION WITH ANY LICENSEE OR CONTRACTOR PARTY WORK.

The policy or policies shall provide commercial general liability coverage in amount of not less than Two million and no/100 dollars (\$2,000,000.00) per occurrence, Six million and no/100 dollars (\$6,000,000.00) aggregate, for all damages arising out of bodily injury to or death of persons and for loss of or damage to property. Licensee shall also maintain property insurance insuring its equipment, materials and other personal property in their full replacement value, and such policy shall include a waiver of the insurer's subrogation rights against RAILROAD. The form, substance and limits of said insurance policy shall be subject to the approval of RAILROAD and shall comply with the terms of this Exhibit "B" and the terms of the Agreement.

The policy or policies, where applicable and available, shall contain Insurance Services Office Standard Endorsement CG 2417.

No cancellation of this policy or modification of the coverage afforded under this endorsement shall be effective until ten (10) days' notice thereof has been given to: OREGON INTERNATIONAL PORT OF COOS BAY, 125 Central Ave., Suite 300, Coos Bay, OR 97420 or FAX 541-269-1475.

The policy as required in Section 6 of the Agreement shall name RAILROAD as an additional insured.

The policy as required in Section 6 shall name RAILROAD and affiliates as listed below as additional insured with respect to F.E.L.A. coverage, and/or if applicable under the Laws of the State in which the work is performed.

The policy as required in Section 6 shall name **OREGON INTERNATIONAL PORT OF COOS BAY** as insured.

RAILROAD requires each Insurance Carrier providing coverage must be an Admitted Company in the State of Oregon and have an A.M. Best rating of "A" or better and a financial class rating of 10 or better.

UNDERGROUND UTILITY LICENSE AGREEMENT CBR702.99MWD

EXHIBIT "C"

Requirements for Contractors Working on Railroad Property

- A. In order to protect RAILROAD'S investment in its right-of-way and for the safety of persons coming onto RAILROAD property, RAILROAD has established certain requirements. The following constitute minimum requirements for all persons coming on or near RAILROAD right-of-way. Each Contractor or subcontractor of the Licensee named in this Agreement (for purposes of this Exhibit "C", each a "CONTRACTOR"), is encouraged to develop their own safety rules that meet or exceed the following requirements. No CONTRACTOR will be allowed to occupy or work on the RAILROAD the right-of-way or adjoining RAILROAD property (collectively, the "Railroad Property") prior (a) to signing and dating this Agreement in the space provided below and returning it to the RAILROAD contact person noted herein and (b) providing evidence that such CONTRACTOR maintains the insurance required under the terms of Exhibit "B" of this Agreement.
- B. All permits and agreements must be in effect, required payments made and insurance certificates received and approved prior to CONTRACTOR entering Railroad Property. Insurance must remain in effect during the entire project, as stated in Section 11 and Exhibit "B" of the Agreement to which this Exhibit "C" is attached above.
- C. Any dewatering utilizing drains or ditches on Railroad Property must be approved by RAILROAD prior to commencement.
- D. CONTRACTOR must have constructions plans and specifications approved in advance by the RAILROAD (the "Construction Plans") prior to commencing work on a project. No changes will be made to the Construction Plans without the prior written approval by all parties involved, including (without limitation) the RAILROAD. Approved revised plans will be furnished to all parties prior to implementation of changes.
- E. CONTRACTOR will incur all costs for track work, including flagging, etc., made necessary due to the work contemplated in the Construction Plans.
- F. Pursuant to Federal laws and regulations, flagging protection is always required when equipment crosses or is working within 25 feet of center of any live track. When deemed necessary by RAILROAD, a flagman may be required at all times while working on a RAILROAD right-of-way. The RAILROAD's requirements regarding flagmen, protective services and related devices are more particularly set forth on Schedule 1 attached to this Exhibit "C" and incorporated herein for all intents and purposes.
- G. Crossing of any RAILROAD tracks must be done at approved locations and must be over full depth timbers, rubber material, or specific requirements per RAILROAD's sole determination and as local conditions or use mandates etc. All equipment crossing over the railroad must have rubber tires or tracks, any equipment with steel wheels, lugs or tracks must not cross steel rails without aid of over full depth timbers and rubber tires or other approved protection.
- H. If temporary construction crossings are necessary, they must be covered by a written Private Roadway and Crossing Agreement and must be barricaded when not in use. An applicable Private Roadway and Crossing Agreement would be prepared by RAILROAD under the same general terms as this Agreement.
- I. CONTRACTOR must furnish written details acceptable to the RAILROAD in its sole discretion regarding how CONTRACTOR will perform work that may affect existing drainage and/or possible fouling of track ballast as well as removal of overhead bridges/structures. (Structures and bridge spans over tracks must be removed intact).
- J. Absolutely no piling of construction materials or any other material, including dirt, sand, etc., may occur within 15 feet of center on any secondary track (25 feet of Main Line and siding tracks) or on property of RAILROAD not covered by an existing Construction Easement, permit, lease or agreement. A 10' clear area on both sides of a main track must remain unobstructed at all times to allow for stopped train inspection.
- K. (a) All bore pits must be a minimum of 25 feet from the nearest outside rail of any track, measured at a 90 degree angle to said track and all under track bores shall be no less than six feet below the bottom of the ties.
- (b) No construction will be allowed within 15 feet of center of any track unless authorized by RAILROAD and as shown on plans approved by RAILROAD. This includes any excavation, slope encroachment and driving of sheet piles.
- L. No vehicles or machines shall remain unattended within 15 feet of a secondary track or within 25 feet of a main line track.

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M. Should CONTRACTOR in any way interfere with RAILROAD operations or damage property during construction operations over RAILROAD'S tracks and right-of-way, CONTRACTOR, upon demand by RAILROAD to CONTRACTOR and/or the LICENSEE, shall immediately stop work on RAILROAD'S right-of-way for a period of not less than 48 hours to allow RAILROAD to investigate. Any necessary repairs shall be made by RAILROAD at CONTRACTOR'S sole cost and expense. No work will proceed until authorized by RAILROAD.

N. CONTRACTOR'S safety rules, including rules regarding personal Safety Equipment, must not conflict with RAILROAD safety policies or rules.

CONTRACTOR'S ACKNOWLEDGMENT: WORK SITE LOCATION

Company _____	Address: _____
By: _____	Town: _____
Title: _____	State: _____
Date: _____	Project No. _____

RAILROAD CONTACT PERSON:

Brian Early
General Manager
125 West Central Avenue, Suite 300
Coos Bay, OR 97420
Office: (541) 267-7678
Cell: (541) 294-9139

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Schedule 1

Statement of Conditions when Flagmen, Protective Services and Devices or other appropriate personnel will be furnished by RAILROAD at sole expense of CONTRACTOR:

A. RAILROAD flagmen will be required for, but not limited to, the following conditions:

1. When, in the sole opinion of RAILROAD, protection is necessary to safeguard RAILROAD'S trains, engines, facilities and property.
2. When work is performed, in any way, over, under, or in close proximity to tracks or any RAILROAD facilities.
3. When work in any way interferes with the operation of trains at usual speeds or threatens, damages, or endangers track or RAILROAD facilities.
4. When any hazard is presented to RAILROAD communications, signal, electrical, or other facilities due to persons, material, equipment, or blasting in the vicinity.
5. When and where material is being hauled across tracks. Provided, however, special clearance must be obtained from RAILROAD before moving heavy or cumbersome objects and equipment which might result in making the track impassable for any period of time.

B. Protective Services and Devices, other specialized personnel shall be provided when, in the sole opinion of RAILROAD, such are necessary in addition to flagging.

COST OF FLAGGING AND OTHER PROTECTIVE SERVICES AND DEVICES

A. Flagging

1. Shall be billed a minimum of **actual cost (please verify rates with the RAILROAD office)** per day plus any expenses incurred for each flagman required, for each day, or for any portion thereof, for up to eight hours in one shift Monday through Friday, excepting holidays recognized by RAILROAD.
2. Time worked in excess of eight hours in one shift Monday through Friday, or worked in any amount on Saturday, Sunday and on holidays recognized by RAILROAD, shall be billed at the rate of **actual cost (please verify rates with the RAILROAD office)** per eight-hour day, per flagman required, for each day or portion thereof worked.

B. Communications Linemen, Signalmen, Protective Services and Devices

All services required shall be billed at RAILROAD'S contracted rate with service provider plus a 20 percent RAILROAD administrative fee.

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EXHIBIT "D"

MINIMUM WALL THICKNESS FOR CASING PIPES UNDER RAILROAD TRACKS

1. STEEL CASING PIPE (A.R.E.A. SPEC. 1964)

<u>NOMINAL DIAMETER</u> (Inches)	<u>NOMINAL WALL THICKNESS</u> (Inches)	
	<u>PROTECTED</u>	<u>NOT PROTECTED*</u>
Under 14	0.188	0.188
14 and 16	0.219	0.281 (9/32)
18	0.250	0.312
20	0.281	0.344
22	0.312	0.375
24	0.344	0.406
26	0.375	0.438
28 and 30	0.406	0.469
32	0.438	0.500
34 and 36	0.469	0.531
38, 40 and 42	0.500	0.562

Steel Pipe to have minimum yield strength of 35,000 psi.

* When casing is installed without benefit of a protective coating and said casing is not cathodically protected, the wall thickness shall be increased to the nearest standard size which is a minimum of 0.063 inches greater than the thickness shown for protected pipe except for diameters under 12.75 inch.

2. CONCRETE PIPE

All diameters of concrete pipe under main tracks shall be specified, as A.S.T.M. C-76 (Latest Revision) Table V. Concrete pipe under siding and yard tracks may be Table IV. (Either Wall "B" or "C" is acceptable.)

3. CORRUGATED METAL PIPE

Table shows permissible minimum and maximum height of cover for both riveted and helical pipe.

<u>NOMINAL DIAMETER</u> (Inches)	<u>16 GAGE</u>	<u>14 GAGE</u>	<u>12 GAGE</u>
12	4-53 (ft)	4-80 (ft)	
15	4-42	4-64	
18	4-34	4-53	
21	4-28	4-45	4-79 (ft)
24	5-23	4-40	4-70
30		4-31	4-56
36		5-23	4-46
42		4-49	4-78

EXHIBIT "E"**WIRELINE INSTALLATION ENGINEERING SPECIFICATIONS**

The following standard specifications are considered to be minimum design standards for wireline facilities crossing railroad tracks and right-of-way. Variances may be required by the utility applicant or the Railroad if needed because of the unique characteristics of a particular job or job site. Any such variances will be agreed to by the Railroad and utility using sound engineering design so as to allow construction of the crossing which will be safe, not adversely affect Railroad operations and reasonable in cost to construct. Notwithstanding the foregoing, in no event will the standard specifications be less restrictive than the minimum specifications of the current published National Electrical Safety Code (NESC) and the local governing authority.

Standard Specifications**Utility Line Crossing - Lines Carrying 750 Volts Or Less:**

Power, Television, Telephone, and Fiber Optic Lines and Cables

1. Underground

- a. A minimum depth of 4.5 feet below the base of rail (BBR) will be maintained except that a minimum of 5 feet BBR will be maintained for fiber optic cable wirelines.
- b. A minimum of 3.0 feet below natural grade (BNG) will be maintained except that a minimum of 5 feet below natural grade (BNG) will be maintained for fiber optic cable wirelines.
- c. Casing must extend a minimum of 30 feet out from the centerline of the nearest track, when measured at right angles. The casing material shall be steel or rigid metal conduit (no PVC) for typical burial depths. PVC will be considered acceptable if the burial depth is at least 15 feet.
- d. Horizontal directional drilling is not an approved method of installation unless the burial depth is at least 15 feet and the conduit/casing size is six inches or less.
- e. Crossings shall not be installed under or within 150 feet from the end of any railroad bridge, centerline of any culvert or switch area.
- f. A Railroad representative must be present during installation if railroad signals are in the vicinity of wireline crossing unless representative authorizes otherwise.

2. Overhead

- a. The latest published edition of the National Electrical Safety Code shall apply with the height of rail car assumed to be 23 feet. If the local governing body does not recognize the latest published edition of the NESC, the General Manager of the Railroad will have to review each item on a case by case basis.
- b. Minimum 4 feet clearance required above railroad signal and communication lines.
- c. Poles must be located 50 feet out from the centerline of railroad main, branch and running tracks, CTC sidings, and heavy tonnage spurs. Pole location adjacent to industry tracks must provide at least a 15 foot clearance from centerline of track when measured at right angles. If located adjacent to curved track, then said clearance must be increased at the rate of 1.5 inches per degree of curved track.
- d. Regardless of the voltage, unguyed poles shall be located a minimum distance from the centerline of any track equal to the height of the pole above the groundline plus 10 feet. If guying is required, the guys shall be placed in such a manner as to keep the pole from leaning/falling in the direction of the tracks.
- e. Poles (including steel poles) must be located a minimum distance from the railroad signal and communication line equal to the height of the pole above the groundline or else be guyed at right angles to the lines.

Utility Line Crossing - Lines and Cables Carrying More Than 750 Volts:**1. Overhead**

- a. The latest published edition of the National Electrical Safety Code shall apply with the height of rail car assumed to be 23 feet. If the local governing body does not recognize the latest published edition of the NESC, the General Manager of the Railroad will have to review each item on a case by case basis.

UNDERGROUND UTILITY LICENSE AGREEMENT CBR702.99MWD

- b. Poles or other structures supporting power must be 50 feet out from the centerline of main running tracks, CTC sidings and heavy tonnage spurs. Pole location adjacent to industry tracks must provide at least a 30 foot clearance from centerline of track when measured at right angles. If located adjacent to curved track, then said clearance must be increased at the rate of 1.5 inches per degree of curved track.
- c. Regardless of the voltage, unguyed poles shall be located a minimum distance from the centerline of any track equal to the height of the pole above the groundline plus 10 feet. If guying is required, the guys shall be placed in such a manner as to keep the pole from leaning/falling in the direction of the tracks.
- d. High voltage poles and structures (34.5kV and higher) must be located off railroad right of way.
- e. Crossings will not be installed under or within 500 feet from the end of any railroad bridge, or 300 feet from the centerline of any culvert or switch area.
- f. CBRL requires all new and replacement overhead wirelines, that cross the track(s), to be visually identified with aerial cable markers.

2. Underground

- a. A minimum depth of 4.5 feet below the base of rail (BBR) to the top of the facility will be maintained.
- b. A minimum of 4.0 feet below natural grade (BNG) to the top of the facility will be maintained.
- c. The wireline must be encased completely across the railroad right of way with a rigid metallic conduit or non-metallic conduit (PVC) encased in a minimum of 3 inches of concrete.
- d. A 6-inch wide warning tape will be installed 1-foot BNG directly over the underground power line where located on railroad right of way outside the track ballast sections. No warning tape is required above directional boring routes.
- e. Crossings shall not be installed under or within 150 feet from the end of any railroad bridge, centerline of any culvert or switch area.
- f. A Railroad representative must be present during installation if railroad signals are in the vicinity of wireline crossing unless representative authorizes otherwise.

PRIVATE ROADWAY CROSSING AGREEMENT CBR 703.01MWD

This Agreement (hereinafter, the "Agreement") is made effective this 8 day of July, 2026 (the "Effective Date") by and between **OREGON INTERNATIONAL PORT OF COOS BAY**, its successors, assigns or affiliated companies (hereinafter "RAILROAD"), whose address is 125 West Central Avenue, Suite 300, Coos Bay, OR 97420 and **MAPLETON WATER DISTRICT** (hereinafter referred to as "LICENSEE"), whose address is 88151 Riverview Avenue, Mapleton OR 97453.

WITNESSETH:

1. RAILROAD hereby grants a license to LICENSEE (subject to the provisions contained herein) to construct, maintain and use a private roadway across the tracks and upon property of RAILROAD at or about Mile Post 703.01, crossing ID 756463M, located at 11419 Hwy 36, near the city of Mapleton, County of Lane, State of Oregon, 44.0315 N, 123.8582 W. The location is illustrated in the map attached hereto as Exhibit "A" and incorporated herein by this reference. The license herein granted is subject to all licenses, leases, easements, encumbrances and claims of title affecting said property of RAILROAD. This Agreement shall not be assigned by LICENSEE, in whole or in part, without RAILROAD'S consent, which consent will not be arbitrarily withheld.
2. Upon execution hereof, LICENSEE shall pay RAILROAD the sum of \$0 (zero dollars) per annum, payable annually in advance, but this provision shall not modify or amend in any way the RAILROAD'S right to terminate. RAILROAD has waived, and LICENSEE shall not be required to pay, the application fee of \$1,200 (one thousand two hundred dollars) and the expedited processing fee of \$1,000 (one thousand dollars).

Billing or acceptance by LICENSOR of any annual fee shall not imply a definite term or otherwise restrict either party from canceling this Agreement as herein provided. Provided, however, this Agreement may be canceled by RAILROAD by written notice to LICENSEE upon determination by RAILROAD, in RAILROAD's sole discretion, that LICENSEE is not in compliance with any of the terms herein.

3. This Agreement is effective as of the Effective Date. The parties acknowledge that LICENSEE hereby asserts that it has a prescriptive easement over the private roadway described in Section 1 above, and desires that this Agreement supplements whatever prescriptive easement rights and obligations that LICENSEE may have under applicable law. Notwithstanding the foregoing, and for the avoidance of doubt, LICENSOR's execution hereof shall not be deemed in any way to be an agreement on the part of LICENSOR that LICENSEE has prescriptive easement rights with regard to the roadway.

In the event LICENSEE shall not promptly and fully cure any default by LICENSEE hereunder within 30 days after receipt of notice of such default from RAILROAD, or if the cure cannot reasonably be cured within 30 days, then if Licensee does not commence a cure within 30 days and thereafter diligently prosecute a cure to completion, RAILROAD shall have the right to terminate this Agreement forthwith and to retake possession of the area covered by the license granted to LICENSEE under this Agreement. Waiver of any default shall not be construed as a waiver of a subsequent or continuing default. Termination of this Agreement by either party shall not relieve or release LICENSEE from any liability incurred by reason of any act, default, or occurrence prior to such termination.

4. LICENSEE, at LICENSEE'S expense, shall:
 - a) Construct and maintain said roadway in a good and safe condition, satisfactory to RAILROAD in its sole discretion;
 - b) Keep the roadway and track flangeways clear of all rubbish, debris, and other material;
 - c) Construct and maintain roadway, whistle and stop signs as designated by RAILROAD;
 - d) Trim shrubbery as required to provide proper visibility to trains and vehicles;
 - e) Install and maintain warning devices and make roadway changes required by public authority;
 - f) Install and maintain such drainage facilities, barricades and fence gates as RAILROAD may designate, keeping such barricades and fence gates locked except when roadway is actually being used;
 - g) Upon request, provide evidence of insurance of LICENSEE'S liability under this Agreement, in form and amount satisfactory to RAILROAD; and
 - h) Reimburse RAILROAD for any expense in connection with any of the above, whether performed by the RAILROAD or LICENSEE.
5. It is understood and agreed that said roadway shall be private and shall not be for general public use. All vehicles shall comply with posted signs and in any event shall come to a complete stop before entering the crossing area and ascertain that it is safe to proceed across the tracks before doing so. Neither LICENSEE nor any invitee, guest, agent, contractor or tenant of LICENSEE may obstruct or interfere in any way with the passage of RAILROAD'S trains. The permission given herein

PRIVATE ROADWAY CROSSING AGREEMENT CBR 703.01MWD

is not exclusive, RAILROAD reserving for itself, its agents, employees, and licensees the right to use the roadway jointly with LICENSEE.

6. Should LICENSEE contemplate use of said roadway for the hauling of logs, LICENSEE shall give RAILROAD thirty (30) days' advance notice thereof. In addition, prior to the use of said roadway for the hauling of logs, LICENSEE shall provide and keep in effect and furnish RAILROAD with evidence of Bodily Injury and Property Damage Liability Insurance with a combined single limit of not less than \$1,000,000.00 (One Million dollars) covering contractual liability assumed by LICENSEE hereunder. Such insurance shall name Oregon International Port of Coos Bay as additional insured. Logs shall be hauled across said roadway by wheeled vehicles only. At no time shall logs be dragged across the tracks of RAILROAD.
7. LICENSEE shall not perform any work upon or adjacent to RAILROAD property unless RAILROAD is given five (5) days' advance notice thereof and the approval for such work is obtained in writing prior to commencement. **LICENSEE shall notify RAILROAD's General Manager by calling (541) 267-7678.** In the event emergency repairs are needed, LICENSEE shall make all reasonable efforts to notify RAILROAD of the emergency conditions before affecting appropriate repairs.

LICENSEE shall give the RAILROAD'S General Manager written notification of the date said work is completed. Upon completion of the work, all contractors and subcontractors of LICENSEE (collectively, the "**Contractors**") shall promptly remove from RAILROAD property all tools, equipment and materials placed thereon by the Contractors and their agents. LICENSEE, at its sole cost and expense, hereby agrees to restore, in a good and workman like manner, to the condition existing immediately prior to the Contractors' first entry onto the RAILROAD'S property as permitted by this Agreement, all property disturbed by the Contractors' use or construction or maintenance activities following the Effective Date. Said restoration shall include, but not be limited to, any and all harm, damage or injury done to RAILROAD property and/or to any other public or private property by acts or occurrences subject to Federal, State or local environmental enforcement or regulatory jurisdiction, and shall include necessary and appropriate testing and cleanup.

8. To the maximum extent allowable by applicable Laws (defined below), the obligations of the LICENSEE herein shall apply both to the LICENSEE identified in the preamble to this Agreement **#CBR20260203**, as well as to any of the Contractors or third party Sub-contractor that actually performs the work for LICENSEE (each, a "**Contractor Party**"). If the party performing the work is a party other than the LICENSEE identified above, the party executing this Agreement warrants to RAILROAD that: (a) LICENSEE has entered into a contract with such Contractor Party as its contractor or subcontractor with respect to the WORK; and (b) each Contractor Party shall ensure in writing with the LICENSEE full compliance with the provisions of this Agreement and discharge of the obligations of a Contractor Party hereunder.
9. All work of each Contractor Party shall be performed in accordance with written plans and specifications approved by RAILROAD and with all applicable Laws and in such manner and at such times as shall not endanger or interfere with the safe and lawful operation of the tracks and other facilities of RAILROAD at said location. No materials, tools or equipment shall be stored within ten (10) feet of the centerline of any track. The regulations of RAILROAD and the instructions of its representatives shall be complied with relating to the proper manner of protecting the tracks, pipelines, wire lines, signals and all other property at said location, the traffic moving on such tracks and the removal of tools, equipment and materials. Provided, no bailment shall be created by the storage of any materials, tools or equipment on RAILROAD property.
10. Before commencement of the work contemplated herein, LICENSEE shall, at its sole cost and expense, obtain all necessary permits, permissions, agreements, approvals and authorizations from any public authorities having jurisdiction over the work or the area where the work is to be completed and from any third parties having rights implicated by the work, and shall thereafter observe and comply with the requirements of such public authority or authorities, the terms of such permits, permissions, agreements, approvals, and authorizations, and all applicable Laws. Additionally, prior to the commencement of any work or any access to the RAILROAD property, the LICENSEE shall provide plans and/or specifications for the work in a level of detail and including such information as may be satisfactory to RAILROAD and secure written approval by RAILROAD for plans and/or specifications, which approval may be withheld or conditioned at RAILROAD's discretion.
11. Prior to the performance of any work upon or adjacent to RAILROAD'S property under this Agreement:
 - a) LICENSEE shall furnish RAILROAD, at LICENSEE's expense, a certified copy of a commercial general liability insurance policy covering the contractual liability (including indemnification) assumed by LICENSEE hereunder and property damage liability insurance policy issued in the name of LICENSEE or the applicable Contractor Party covering such party's personal property. The form, substance and limits of said insurance policy shall be subject to

PRIVATE ROADWAY CROSSING AGREEMENT CBR 703.01MWD

the approval of RAILROAD and shall be in compliance with the provisions contained in the **Exhibit "B"** attached hereto and made a part hereof by this reference

- b) Each Contractor Party shall furnish RAILROAD, at such Contractor Party's expense, a certificate of Workers Compensation coverage, including Federal Employee Liability Act coverage if applicable, for its workers and subcontractors in accordance with the requirements of the State or States in which said work is to be performed.
- c) Each Contractor Party who performs work under the terms of this Agreement shall furnish an insurance policy of Railroad Protective coverage in the amount of Two Million and No/100 Dollars (\$2,000,000.00) per occurrence, Six Million and No/100 dollars (\$6,000,000.00) aggregate, with named insured as outlined in **Exhibit "B"** attached hereto.

WARNING: ONLY A POLICY OF RAILROAD PROTECTIVE INSURANCE WHICH SPECIFICALLY NAMES OREGON INTERNATIONAL PORT OF COOS BAY AS THE INSURED PARTIES IS ACCEPTABLE AND A COPY OF SAID POLICY MUST BE RECEIVED PRIOR TO THIS AGREEMENT BEING APPROVED ON BEHALF OF RAILROAD.

Each respective Contractor Party performing work for LICENSEE hereunder shall keep said insurance in full force and effect until all work to be performed upon or adjacent to RAILROAD property under said contract is complete, and such Contractor Party has fulfilled the provisions of this Agreement with respect to the removal of tools, equipment and materials from RAILROAD property. Said policy shall name RAILROAD as additional insured.

- 12. Any improvements shall be installed, and the related work performed, at the sole risk, cost and expense of LICENSEE, in accordance with American Railway Engineering Association Specifications or other standard specifications generally accepted by the railroad industry as may apply or be appropriate for the use intended, and with applicable Laws. Said specifications are incorporated herein and made a part hereof by reference. Approval of plans or completed work by RAILROAD'S designated representative shall not, in itself, be considered acknowledgment that said project is in conformity with said standards.
- 13. LICENSEE shall pay for all materials joined or affixed to said property, and for all labor performed upon said property, at LICENSEE'S instance or request, and LICENSEE shall not permit or suffer any mechanics' liens or materialmen's liens of any kind or nature to be enforced against the property of RAILROAD for any such work done or materials joined or affixed hereto.
- 14. As additional consideration, LICENSEE agrees to reimburse RAILROAD for all cost and expense incurred by RAILROAD in connection with the work performed by LICENSEE hereunder. Such costs and expenses shall include, but are not limited to, furnishing of inspectors, watchmen and flagmen as RAILROAD deems necessary to protect its property, tracks, engines, trains and cars and the operation thereof, the installation and removal of any necessary falsework beneath the tracks of RAILROAD and the restoration of RAILROAD property or those costs and expenses required to comply with applicable laws, regulations, rules, directives, ordinances, opinions, orders, or other legal requirements (collectively, "**Laws**"), including, without limitation, Laws (a) pertaining to the operation of railroads and related tracks, and (b) pertaining to the protection of human health and safety and/or the environment (such Laws, collectively, "**Environmental Laws**") in connection with the work or access to RAILROAD'S property pursuant to this Agreement. No vehicular crossing over RAILROAD'S tracks shall be installed or used by any party without prior written permission of RAILROAD.
- 15. To the extent permitted under Article 11, Section 10 of the Oregon Constitution and subject to the limits of the Oregon Tort Claims Act, LICENSEE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS RAILROAD, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, COSTS, EXPENSES, AND LIABILITIES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER EXPENSES RELATED THERETO) FOR INJURY TO OR DEATH OF A PERSON OR FOR LOSS OF OR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY WORK DONE, ACTION TAKEN OR PERMITTED BY LICENSEE, ANY CONTRACTOR PARTY, OR THEIR AGENTS OR EMPLOYEES UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT OR APPLICABLE LAWS BY LICENSEE OR ANY CONTRACTOR PARTY.

IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH LICENSEE AND RAILROAD, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH INDEMNIFIES RAILROAD FOR ITS OWN NEGLIGENCE,

PRIVATE ROADWAY CROSSING AGREEMENT CBR 703.01MWD

WHETHER THAT NEGLIGENCE IS ACTIVE OR PASSIVE, OR IS THE SOLE OR A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE; PROVIDED THAT SAID INDEMNITY SHALL NOT PROTECT RAILROAD FROM LIABILITY FOR DEATH, INJURY OR DAMAGE ARISING SOLELY OUT OF THE CRIMINAL ACTIONS OF RAILROAD, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS STIPULATED BY THE PARTIES THAT RAILROAD OWES NO DUTY TO LICENSEE, ANY CONTRACTOR PARTY, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR INVITEES, TO PROVIDE A REASONABLY SAFE WORK PLACE AND THAT ALL PARTIES ENTERING ONTO RAILROAD PROPERTY DO SO AT THEIR SOLE RISK.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, LICENSEE ASSUMES THE RISK OF ITS ACTIVITIES AND CONTRACTOR PARTIES' ACTIVITIES ON RAILROAD PROPERTY AND IN CONNECTION WITH THE WORK AND RELEASES RAILROAD FROM, AND WAIVES, ANY AND ALL CLAIMS, CAUSES OF ACTION, SUITS, AND RIGHTS OF RECOVERY AGAINST RAILROAD IN ANY WAY ARISING FROM SUCH ACTIVITIES OR WORK.

16. Should RAILROAD engage legal counsel for the purpose of enforcing the terms and conditions of this Agreement or compelling performance of or to recover for breach of any covenant or condition contained herein, LICENSEE shall pay to RAILROAD the RAILROAD'S reasonable attorneys' fees incurred in connection with such engagement, in addition to the amount of judgment and costs in any legal proceeding, including but not limited to costs of pre-litigation, discovery, negotiation, briefing, documentation, and litigation, including appeals, whether or not RAILROAD files a suit or, if a suit is filed, whether or not such suit is litigated to a judgement or other final outcome.
17. The permission herein given shall not be assigned by LICENSEE without the prior written consent of RAILROAD, except in the case of all Contractor Parties, subject to the terms of this Agreement. RAILROAD Requirements for CONTRACTOR and Contractor Parties working on RAILROAD Right-of-Way are attached hereto as Exhibit "C", and made a part hereof by this reference. Failure to comply with all of said requirements shall be grounds for written cancellation of this Agreement at the sole option of RAILROAD.
18. CONSTRUCTION PROVISIONS, in relation to RAILROAD'S Track and RAILROAD Operations:
 - a) LICENSEE warrants that no Contractor Party will place a bore pit closer than 25 feet from the end of the ties of the nearest track, as measured at right angles from said track; that all of the lines to be installed under RAILROAD'S track shall be a minimum of five feet six inches below the base of the rail; that carrier pipe(s) and/or wire lines shall be encased in Steel Casing Pipe in accordance with the casing criteria attached hereto as Exhibit "D", and made a part hereof by this reference; and that casing shall extend a minimum of 25 feet from the center line of the outside track on each side of said crossing, measured at a right angle to said track.
 - b) LICENSEE shall be solely liable for the location and protection of any subgrade railroad signal wires or other railroad facilities, which may be impacted by LICENSEE's work performed hereunder. If same shall be damaged by said work, LICENSEE shall, at its own expense, immediately cause said damage to be corrected.

To the extent permitted under Article 11, Section 10 of the Oregon Constitution and subject to the limits of the Oregon Tort Claims Act, LICENSEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS RAILROAD, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, COSTS, EXPENSES, AND LIABILITIES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER EXPENSES RELATED THERETO) ARISING FROM OR IN CONNECTION WITH SUCH DAMAGE, INCLUDING WITHOUT LIMITATION THOSE ARISING FROM OR IN CONNECTION WITH ANY INTERRUPTION OR DELAY OF TRAIN SERVICE, OR OTHERWISE ARISING FROM OR IN CONNECTION WITH WORK PERFORMED BY LICENSEE AND ITS CONTRACTORS HEREUNDER.
 - c) Said provisions shall prevail over any lesser provision or standard set out for occupancy of adjoining or underlying lands.
19. Provisions hereof notwithstanding, RAILROAD reserves the right to perform, at LICENSEE'S expense, all or any portion of work required in connection with the construction, maintenance, use and removal of such roadway. If RAILROAD is to perform any work, LICENSEE shall deposit with RAILROAD the estimated cost thereof, and after completion of such work, the difference between the actual cost to RAILROAD and such deposit, shall be promptly paid by LICENSEE or refunded by RAILROAD, as the case may be.

PRIVATE ROADWAY CROSSING AGREEMENT CBR 703.01MWD

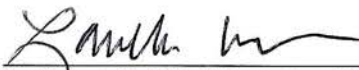
20. LICENSEE, at LICENSEE'S expense, shall comply with all applicable Laws regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, water and air quality, and shall furnish satisfactory evidence of such compliance upon request of RAILROAD. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or arise on the real property covered hereunder as a result of LICENSEE'S use, presence, operations or exercise of the rights granted hereunder, LICENSEE shall at its own expense be obligated to clean and remediate under applicable Laws all property affected thereby, whether owned or controlled by RAILROAD or any third persons to the satisfaction of RAILROAD (insofar as the property owned or controlled by RAILROAD is concerned) and any governmental body having jurisdiction in the matter. RAILROAD may, at its option, clean and remediate RAILROAD'S premises; if RAILROAD elects to do so, LICENSEE shall pay RAILROAD the cost of such cleanup promptly upon the receipt of a bill therefor. LICENSEE agrees to investigate, release, indemnify and defend RAILROAD from and against all liability, cost and expense (including, without limitation, any fines, penalties, judgments, litigation costs and attorney fees) incurred by RAILROAD as a result of LICENSEE'S breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost or expense arises during the time this Agreement is in effect or thereafter, unless such liability, cost or expense is proximately caused solely and exclusively by the active negligence of RAILROAD, its officers, agents or employees.
21. Upon termination of this Agreement, the permission granted herein shall cease and determine, and LICENSEE, at LICENSEE'S expense, shall remove said roadway and leave RAILROAD'S property and track area in a neat, safe and clean condition, failing in which, RAILROAD may perform such work at the expense of LICENSEE.

THIS AGREEMENT IS hereby declared to be binding upon the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seals this 8th day of July 2026.

RAILROAD

OREGON INTERNATIONAL PORT OF COOS BAY

Signed: 
By Lanelle Comstock, Chief Executive Officer

LICENSEE

MAPLETON WATER DISTRICT

Signed: _____

Name: _____

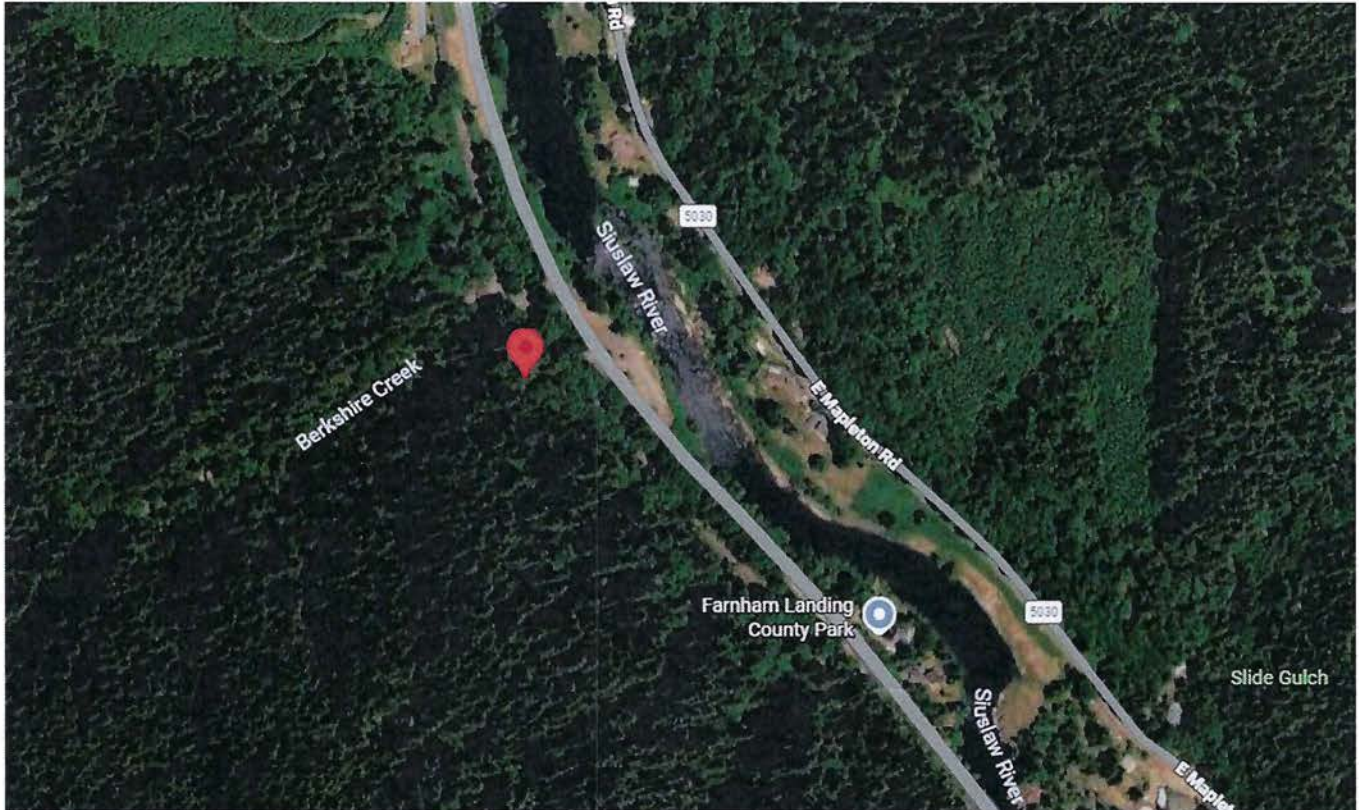
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PRIVATE ROADWAY CROSSING AGREEMENT CBR 703.01MWD

EXHIBIT "A"

Map of Crossing Location

Mapleton Water District's Water Treatment Plant is located on the USFS Easement at 11419 Hwy 36, Mapleton, Oregon 97453. GPS Coordinates 44.0315 N, 123.8582 W.



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EXHIBIT "B"

Insurance Requirements

The coverage afforded hereunder shall include the liability assumed by the named insured (the "**LICENSEE**") under the following indemnification provisions contained in an agreement in writing between the named insured and OREGON INTERNATIONAL PORT OF COOS BAY (the "**RAILROAD**"), covering work to be performed upon or adjacent to RAILROAD property. Evidence of such coverage shall be provided to RAILROAD before any work by LICENSEE or any third party contractor or subcontractor of LICENSEE (each, a "**Contractor Party**") commences on RAILROAD property, and before any Contractor Party accesses RAILROAD property to perform any inspections or work thereupon.

To the extent permitted under Article 11, Section 10 of the Oregon Constitution and subject to the limits of the Oregon Tort Claims Act, LICENSEE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS RAILROAD, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, COSTS, EXPENSES, AND LIABILITIES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER EXPENSES RELATED THERETO) FOR INJURY TO OR DEATH OF A PERSON OR FOR LOSS OF OR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY WORK DONE, ACTION TAKEN OR PERMITTED BY LICENSEE OR ANY CONTRACTOR PARTY OR THEIR RESPECTIVE AGENTS OR EMPLOYEES UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT BY LICENSEE OR ANY CONTRACTOR PARTY.

IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH LICENSEE AND RAILROAD, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH INDEMNIFIES RAILROAD FOR ITS OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS ACTIVE OR PASSIVE, OR IS THE SOLE OR A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE; PROVIDED THAT SAID INDEMNITY SHALL NOT PROTECT RAILROAD FROM LIABILITY FOR DEATH, INJURY OR DAMAGE ARISING SOLELY OUT OF THE CRIMINAL ACTIONS OF RAILROAD, ITS' OFFICERS, AGENTS AND EMPLOYEES. IT IS STIPULATED BY THE PARTIES THAT RAILROAD OWES NO DUTY TO LICENSEE, ITS CLIENTS, ANY CONTRACTOR PARTY OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AGENTS OR INVITEES, TO PROVIDE A REASONABLY SAFE WORK PLACE AND THAT ALL PARTIES ENTERING ONTO RAILROAD PROPERTY DO SO AT THEIR SOLE RISK.

To the extent permitted under Article 11, Section 10 of the Oregon Constitution and subject to the limits of the Oregon Tort Claims Act, LICENSEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS RAILROAD, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, COSTS, EXPENSES, AND LIABILITIES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER EXPENSES RELATED THERETO) ARISING FROM OR IN CONNECTION WITH SUCH DAMAGE, INCLUDING WITHOUT LIMITATION THOSE ARISING FROM OR IN CONNECTION WITH ANY INTERRUPTION OR DELAY OF TRAIN SERVICE, OR OTHERWISE ARISING FROM OR IN CONNECTION WITH ANY LICENSEE OR CONTRACTOR PARTY WORK.

The policy or policies shall provide commercial general liability coverage in amount of not less than Two million and no/100 dollars (\$2,000,000.00) per occurrence, Six million and no/100 dollars (\$6,000,000.00) aggregate, for all damages arising out of bodily injury to or death of persons and for loss of or damage to property. LICENSEE shall also maintain property insurance insuring its equipment, materials and other personal property in their full replacement value, and such policy shall include a waiver of the insurer's subrogation rights against RAILROAD. The form, substance and limits of said insurance policy shall be subject to the approval of RAILROAD and shall comply with the terms of this Exhibit "B" and the terms of the Agreement.

The policy or policies, where applicable and available, shall contain Insurance Services Office Standard Endorsement CG 2417.

No cancellation of this policy or modification of the coverage afforded under this endorsement shall be effective until ten (10) days' notice thereof has been given to: OREGON INTERNATIONAL PORT OF COOS BAY, 125 Central Ave., Suite 300, Coos Bay, OR 97420 or FAX 541-269-1475.

The policy as required in Section 11(a) of the Agreement shall name RAILROAD as an additional insured.

The policy as required in Section 11(b) shall name RAILROAD and affiliates as listed below as additional insured with respect to F.E.L.A. coverage, and/or if applicable under the Laws of the State in which the work is performed.

The policy as required in Section 11(c) shall name **OREGON INTERNATIONAL PORT OF COOS BAY** as insured.

RAILROAD requires each Insurance Carrier providing coverage must be an Admitted Company in the State of Oregon and have an A.M. Best rating of "A" or better and a financial class rating of 10 or better.

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EXHIBIT "C"

Requirements for Contractors Working on Railroad Property

A. In order to protect RAILROAD'S investment in its right-of-way and for the safety of persons coming onto RAILROAD property, RAILROAD has established certain requirements. The following constitute minimum requirements for all persons coming on or near RAILROAD right-of-way. Each Contractor or subcontractor of the LICENSEE named in this Agreement (for purposes of this **Exhibit "C"**, each a "CONTRACTOR"), is encouraged to develop their own safety rules that meet or exceed the following requirements. No CONTRACTOR will be allowed to occupy or work on the RAILROAD the right-of-way or adjoining RAILROAD property (collectively, the "Railroad Property") prior (a) to signing and dating this Agreement in the space provided below and returning it to the RAILROAD contact person noted herein and (b) providing evidence that such CONTRACTOR maintains the insurance required under the terms of Exhibit "B" of this Agreement.

B. All permits and agreements must be in effect, required payments made and insurance certificates received and approved prior to CONTRACTOR entering Railroad Property. Insurance must remain in effect during the entire project, as stated in Section 11 and **Exhibit "B"** of the Agreement to which this **Exhibit "C"** is attached above.

C. Any dewatering utilizing drains or ditches on Railroad Property must be approved by RAILROAD prior to commencement.

D. CONTRACTOR must have constructions plans and specifications approved in advance by the RAILROAD (the "**Construction Plans**") prior to commencing work on a project. No changes will be made to the Construction Plans without the prior written approval by all parties involved, including (without limitation) the RAILROAD. Approved revised plans will be furnished to all parties prior to implementation of changes.

E. CONTRACTOR will incur all costs for track work, including flagging, etc., made necessary due to the work contemplated in the Construction Plans.

F. Pursuant to Federal laws and regulations, flagging protection is always required when equipment crosses or is working within 25 feet of center of any live track. When deemed necessary by RAILROAD, a flagman may be required at all times while working on a RAILROAD right-of-way. The RAILROAD's requirements regarding flagmen, protective services and related devices are more particularly set forth on **Schedule 1** attached to this **Exhibit "C"** and incorporated herein for all intents and purposes.

G. Crossing of any RAILROAD tracks must be done at approved locations and must be over full depth timbers, rubber material, or specific requirements per RAILROAD's sole determination and as local conditions or use mandates etc. All equipment crossing over the railroad must have rubber tires or tracks, any equipment with steel wheels, lugs or tracks must not cross steel rails without aid of over full depth timbers and rubber tires or other approved protection.

H. If temporary construction crossings are necessary, they must be covered by a written Private Roadway and Crossing Agreement and must be barricaded when not in use. An applicable Private Roadway and Crossing Agreement would be prepared by RAILROAD under the same general terms as this Agreement.

I. CONTRACTOR must furnish written details acceptable to the RAILROAD in its sole discretion regarding how CONTRACTOR will perform work that may affect existing drainage and/or possible fouling of track ballast as well as removal of overhead bridges/structures. (Structures and bridge spans over tracks must be removed intact).

J. Absolutely no piling of construction materials or any other material, including dirt, sand, etc., may occur within 15 feet of center on any secondary track (25 feet of Main Line and siding tracks) or on property of RAILROAD not covered by an existing Construction Easement, permit, lease or agreement. A 10' clear area on both sides of a main track must remain unobstructed at all times to allow for stopped train inspection.

K. (a) All bore pits must be a minimum of 25 feet from the nearest outside rail of any track, measured at a 90 degree angle to said track and all under track bores shall be no less than six feet below the bottom of the ties.

(b) No construction will be allowed within 15 feet of center of any track unless authorized by RAILROAD and as shown on plans approved by RAILROAD. This includes any excavation, slope encroachment and driving of sheet piles.

L. No vehicles or machines shall remain unattended within 15 feet of a secondary track or within 25 feet of a main line track.

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M. Should CONTRACTOR in any way interfere with RAILROAD operations or damage property during construction operations over RAILROAD'S tracks and right-of-way, CONTRACTOR, upon demand by RAILROAD to CONTRACTOR and/or the LICENSEE, shall immediately stop work on RAILROAD'S right-of-way for a period of not less than 48 hours to allow RAILROAD to investigate. Any necessary repairs shall be made by RAILROAD at CONTRACTOR'S sole cost and expense. No work will proceed until authorized by RAILROAD.

N. CONTRACTOR'S safety rules, including rules regarding personal Safety Equipment, must not conflict with RAILROAD safety policies or rules.

CONTRACTOR'S ACKNOWLEDGMENT: WORK SITE LOCATION

Company _____

Address: _____

By: _____

Town: _____

Title: _____

State: _____

Date: _____

Project No. _____

RAILROAD CONTACT PERSON:

Brian Early

General Manager

125 West Central Avenue, Suite 300

Coos Bay, OR 97420

Office: (541) 267-7678

Cell: (541) 294-9139

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Schedule 1

Statement of Conditions when Flagmen, Protective Services and Devices or other appropriate personnel will be furnished by RAILROAD at sole expense of CONTRACTOR:

A. RAILROAD flagmen will be required for, but not limited to, the following conditions:

1. When, in the sole opinion of RAILROAD, protection is necessary to safeguard RAILROAD'S trains, engines, facilities and property.
2. When work is performed, in any way, over, under, or in close proximity to tracks or any RAILROAD facilities.
3. When work in any way interferes with the operation of trains at usual speeds or threatens, damages, or endangers track or RAILROAD facilities.
4. When any hazard is presented to RAILROAD communications, signal, electrical, or other facilities due to persons, material, equipment, or blasting in the vicinity.
5. When and where material is being hauled across tracks. Provided, however, special clearance must be obtained from RAILROAD before moving heavy or cumbersome objects and equipment which might result in making the track impassable for any period of time.

B. Protective Services and Devices, other specialized personnel shall be provided when, in the sole opinion of RAILROAD, such are necessary in addition to flagging.

COST OF FLAGGING AND OTHER PROTECTIVE SERVICES AND DEVICES

A. Flagging

1. Shall be billed a minimum of **actual cost (please verify rates with the RAILROAD office)** per day plus any expenses incurred for each flagman required, for each day, or for any portion thereof, for up to eight hours in one shift Monday through Friday, excepting holidays recognized by RAILROAD.
2. Time worked in excess of eight hours in one shift Monday through Friday, or worked in any amount on Saturday, Sunday and on holidays recognized by RAILROAD, shall be billed at the rate of **actual cost (please verify rates with the RAILROAD office)** per eight-hour day, per flagman required, for each day or portion thereof worked.

B. Communications Linemen, Signalmen, Protective Services and Devices

All services required shall be billed at RAILROAD'S contracted rate with service provider plus a 20 percent RAILROAD administrative fee.

EXHIBIT "D"

MINIMUM WALL THICKNESS FOR CASING PIPES UNDER RAILROAD TRACKS

1. STEEL CASING PIPE (A.R.E.A. SPEC. 1964)

<u>NOMINAL DIAMETER</u> (Inches)	<u>NOMINAL WALL THICKNESS</u> (Inches)	
	<u>PROTECTED</u>	<u>NOT PROTECTED*</u>
Under 14	0.188	0.188
14 and 16	0.219	0.281 (9/32)
18	0.250	0.312
20	0.281	0.344
22	0.312	0.375
24	0.344	0.406
26	0.375	0.438
28 and 30	0.406	0.469
32	0.438	0.500
34 and 36	0.469	0.531
38, 40 and 42	0.500	0.562

Steel Pipe to have minimum yield strength of 35,000 psi.

* When casing is installed without benefit of a protective coating and said casing is not cathodically protected, the wall thickness shall be increased to the nearest standard size which is a minimum of 0.063 inches greater than the thickness shown for protected pipe except for diameters under 12.75 inch.

2. CONCRETE PIPE

All diameters of concrete pipe under main tracks shall be specified, as A.S.T.M. C-76 (Latest Revision) Table V. Concrete pipe under siding and yard tracks may be Table IV. (Either Wall "B" or "C" is acceptable.)

3. CORRUGATED METAL PIPE

Table shows permissible minimum and maximum height of cover for both riveted and helical pipe.

<u>NOMINAL DIAMETER</u> (Inches)	<u>16 GAGE</u>	<u>14 GAGE</u>	<u>12 GAGE</u>
12	4-53 (ft)	4-80 (ft)	
15	4-42	4-64	
18	4-34	4-53	
21	4-28	4-45	4-79 (ft)
24	5-23	4-40	4-70
30		4-31	4-56
36		5-23	4-46
42		4-49	4-78

EXHIBIT "E"

WIRELINE INSTALLATION ENGINEERING SPECIFICATIONS

The following standard specifications are considered to be minimum design standards for wireline facilities crossing railroad tracks and right-of-way. Variances may be required by the utility applicant or the Railroad if needed because of the unique characteristics of a particular job or job site. Any such variances will be agreed to by the Railroad and utility using sound engineering design so as to allow construction of the crossing which will be safe, not adversely affect Railroad operations and reasonable in cost to construct. Notwithstanding the foregoing, in no event will the standard specifications be less restrictive than the minimum specifications of the current published National Electrical Safety Code (NESC) and the local governing authority.

Standard Specifications

Utility Line Crossing - Lines Carrying 750 Volts Or Less:

Power, Television, Telephone, and Fiber Optic Lines and Cables

1. Underground

- a. A minimum depth of 4.5 feet below the base of rail (BBR) will be maintained except that a minimum of 5 feet BBR will be maintained for fiber optic cable wirelines.
- b. A minimum of 3.0 feet below natural grade (BNG) will be maintained except that a minimum of 5 feet below natural grade (BNG) will be maintained for fiber optic cable wirelines.
- c. Casing must extend a minimum of 30 feet out from the centerline of the nearest track, when measured at right angles. The casing material shall be steel or rigid metal conduit (no PVC) for typical burial depths. PVC will be considered acceptable if the burial depth is at least 15 feet.
- d. Horizontal directional drilling is not an approved method of installation unless the burial depth is at least 15 feet and the conduit/casing size is six inches or less.
- e. Crossings shall not be installed under or within 150 feet from the end of any railroad bridge, centerline of any culvert or switch area.
- f. A Railroad representative must be present during installation if railroad signals are in the vicinity of wireline crossing unless representative authorizes otherwise.

2. Overhead

- a. The latest published edition of the National Electrical Safety Code shall apply with the height of rail car assumed to be 23 feet. If the local governing body does not recognize the latest published edition of the NESC, the General Manager of the Railroad will have to review each item on a case by case basis.
- b. Minimum 4 feet clearance required above railroad signal and communication lines.
- c. Poles must be located 50 feet out from the centerline of railroad main, branch and running tracks, CTC sidings, and heavy tonnage spurs. Pole location adjacent to industry tracks must provide at least a 15 foot clearance from centerline of track when measured at right angles. If located adjacent to curved track, then said clearance must be increased at the rate of 1.5 inches per degree of curved track.
- d. Regardless of the voltage, unguyed poles shall be located a minimum distance from the centerline of any track equal to the height of the pole above the groundline plus 10 feet. If guying is required, the guys shall be placed in such a manner as to keep the pole from leaning/falling in the direction of the tracks.
- e. Poles (including steel poles) must be located a minimum distance from the railroad signal and communication line equal to the height of the pole above the groundline or else be guyed at right angles to the lines.

Utility Line Crossing - Lines and Cables Carrying More Than 750 Volts:

1. Overhead

- a. The latest published edition of the National Electrical Safety Code shall apply with the height of rail car assumed to be 23 feet. If the local governing body does not recognize the latest published edition of the NESC, the General Manager of the Railroad will have to review each item on a case by case basis.
- b. Poles or other structures supporting power must be 50 feet out from the centerline of main running tracks, CTC sidings and heavy tonnage spurs. Pole location adjacent to industry tracks must provide at least a 30 foot clearance

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from centerline of track when measured at right angles. If located adjacent to curved track, then said clearance must be increased at the rate of 1.5 inches per degree of curved track.

- c. Regardless of the voltage, unguyed poles shall be located a minimum distance from the centerline of any track equal to the height of the pole above the groundline plus 10 feet. If guying is required, the guys shall be placed in such a manner as to keep the pole from leaning/falling in the direction of the tracks.
- d. High voltage poles and structures (34.5kV and higher) must be located off railroad right of way.
- e. Crossings will not be installed under or within 500 feet from the end of any railroad bridge, or 300 feet from the centerline of any culvert or switch area.
- f. CBRL requires all new and replacement overhead wirelines, that cross the track(s), to be visually identified with aerial cable markers.

2. Underground

- a. A minimum depth of 4.5 feet below the base of rail (BBR) to the top of the facility will be maintained.
- b. A minimum of 4.0 feet below natural grade (BNG) to the top of the facility will be maintained.
- c. The wireline must be encased completely across the railroad right of way with a rigid metallic conduit or non-metallic conduit (PVC) encased in a minimum of 3 inches of concrete.
- d. A 6-inch wide warning tape will be installed 1-foot BNG directly over the underground power line where located on railroad right of way outside the track ballast sections. No warning tape is required above directional boring routes.
- e. Crossings shall not be installed under or within 150 feet from the end of any railroad bridge, centerline of any culvert or switch area.
- f. A Railroad representative must be present during installation if railroad signals are in the vicinity of wireline crossing unless representative authorizes otherwise.