



PERMIT TO BE ON RAILROAD PROPERTY
FOR NONINTRUSIVE CIVIL ENGINEERING SURVEY WORK

RECITALS:

The undersigned party seeking permission to be on Railroad property is hereinafter called "Permittee". Due to the nature of Railroad operations, Railroad property can be a dangerous place for people and/or property. Railroad's safety rules and practices shall be strictly observed and followed at all times while on Railroad property.

WHEREAS, Permittee desires to obtain temporary permission to enter and be on or about the tracks and/or property of the UNION PACIFIC RAILROAD COMPANY (hereinafter called "Railroad"), for the purpose of performing nonintrusive civil engineering survey work, without the use of vehicles and/or machinery on Railroad's property; and

WHEREAS, the Railroad is willing to allow the Permittee temporary permission to be on or about its premises for the purpose aforesaid on the terms and conditions stated herein:

NOW THEREFORE, Railroad grants to Permittee temporary permission to be on or about the tracks and/or property of the Railroad for the purpose above stated, subject to the following conditions:

- 1. Before exercising any privilege under the permission herein given, Permittee shall contact the Railroad Superintendent's office having jurisdiction over the property involved.
2. Permittee shall become familiar with and strictly observe Railroad's safety rules and all other rules, regulations, or directions of Railroad's Superintendent or his representatives.
3. Permittee shall agree to the terms and conditions of this instrument, and shall so evidence by his execution of same.
4. The above recited permission is granted solely upon the condition that Permittee shall and hereby does agree to indemnify, protect and save harmless, Railroad from any and all loss or damage that Railroad may sustain or become liable for, caused by, resulting from, or by reason of any injury to or death of any persons whomsoever, or destruction of property of any kind to whomsoever belonging, howsoever suffered or caused, regardless of whether caused solely or contributed to in part by the negligence or fault of the Railroad, in or incident to or in connection with the aforesaid work on Railroad's property hereinabove referred to. Public Agencies shall indemnify Railroad as herein described to the extent allowed by law.
5. Upon completion of your work, but in no event later than the last day of the term of this agreement, Permittee will remove all of his tools, equipment, and other property of any kind whatsoever, and restore Railroad's property to substantially the same condition that existed prior to the performance of your work hereunder.
6. This permit may be revoked at any time by the Railroad, but if not revoked shall expire as noted below.

PLEASE complete the following information and execute in the space provided. You should then email this application along with a map of the location to recontracts@up.com. Alternatively, for a \$100.00 administrative fee, you may mail the application and map with the fee to the address listed below. (Faxed applications are not accepted.) After execution on behalf of the Railroad Company, one copy will be returned to you. You must KEEP your fully-executed copy in your possession at all times while on Railroad property. It MUST be shown on request to any Railroad employee or official.

APPROVED BY:

Your Company Name:
Your Client's Name:
Company Address:
City, State, Zip:
Phone: Fax:
Email:
Purpose of Survey:

UNION PACIFIC RAILROAD COMPANY

BY:
Title:

Real Estate - Contracts
Union Pacific Railroad Company
1400 Douglas St. - STOP 1690
Omaha, NE 68179
Phone: (402) 544-8600

Location of Survey:
City, State, Lat/Long (provide coordinates in decimal form)

PERMIT SHALL EXPIRE 60 DAYS FROM THE DATE EXECUTED BY UNION PACIFIC

Signature:
Printed Name and Title:
Date: