

Boring, Digging, and Drilling Rider

_____ (hereinafter, "Permittee") and Chicago Rock Island & Pacific Railroad, LLC and its subsidiaries (hereinafter, "Railroad") hereby warrant, agree, and covenant as follows:

All boring, drilling, digging, and other earth-moving activities, work, structural and infrastructural construction and alteration, other similar activity(ies) of any and every type and nature, and entry onto property (hereinafter, the "Premises") for the purpose(s) of conducting or facilitating the same (hereinafter, "Activities") are subject to the following terms, conditions, safety standards, protocols and accommodation policy items contained in this Rider. Permittee understands and agrees that Railroad and the owner of the Premises onto which Permittee may enter, if not Railroad, incurs extreme risk by allowing third-parties such as Permittee entry to conduct such Activities on the Premises or any other property owned, operated, occupied, managed, or leased by Railroad. Permittee further understands and agrees that the level of risk, and the corresponding potential: harm, expenses, claims, losses, liability, environmental impact, and damages (collectively the "Risk") which may arise from permitting entry for such Activities are incalculable and that the Risk continues to burden Railroad's operations and the owner of the Premises indefinitely after such Activities are conducted. Considering the foregoing, Permittee agrees to indefinitely indemnify, defend, and hold harmless Railroad and the owner of the Premises from all claims, judgments, liability and losses of every kind arising in connection with any Activities, regardless how remote or attenuated such connection(s) may be, including, but not limited to: (i) environmental liability, damages, fines, fees, assessments and remediation costs for all environmental conditions existing, which may arise in the future, and which are known or unknown, for a radius of FIFTY (50) MILES from each point of entry onto Railroad property; (ii) claims, suits, other fines or fees, and judgments of every kind, type, or nature whatsoever, including attorney's fees; (iii) property taxes, value-added taxes and all other government taxes and assessments of every kind; (iv) survey and geological study costs of every kind, type and nature; and (v) additional utilities expenses incurred by Railroad. Permittee also agrees and understands that significant and substantial increases in insurance coverage levels beyond those ordinarily required by Railroad for surface-level work not consisting of or including the Activities described hereinabove are appropriate and necessary for Railroad to mitigate the Risk. All plans, equipment and personnel used in conducting any Activities are subject to Railroad review, inspection, and approval prior to initiation of any Activities and at any time thereafter. Permittee understands and agrees that Railroad receives no benefit of any nature whatsoever from Permittee's presence on Railroad property, and that the sole consideration required from Railroad is allowing Permittee access to Railroad property for the purpose of conducted Activities, subject to Railroad approval, and such access may be denied at any time at Railroad's sole discretion. Denial of access prior or subsequent to initiation of any Activities shall not relieve Permittee of any of its responsibilities hereunder. Railroad reserves the exclusive right to refuse to accept coverage from any insurance carrier or provider, and to deny entry to any Railroad, contractor, subcontractor or individual at Railroad's sole judgment and discretion. The terms of this Rider are in addition to, and are incorporated by reference in, any WAIVER AND RELEASE FROM LIABILITY or other agreement that may have been or may be executed by Permittee and Railroad. In the event of a conflict between the terms of the documents, the more stringent requirements on Permittee shall apply.

Permittee agrees, warrants, represents, and covenants that its respective signatory(ies) hereto possess the full, actual, and absolute authority to legally bind Permittee to the terms of this Rider. Any subsequent claim or assertion by Permittee that its signatory(ies) hereto lacked the authority to bind Permittee to the terms hereof shall be considered a material breach hereof, and such claim or assertion shall be understood to be: baseless, made in bad faith, null and void, and of no legal effect whatsoever. Moreover, if Permittee claims or asserts that its signatory(ies) hereto lack the authority to execute this Rider and / or to bind Permittee to the terms hereof, Permittee shall be deemed to have admitted to all allegations asserted in any subsequent legal action or proceeding by Railroad or the owner of the Premises under this Rider and to have admitted its liability for all damages, including punitive damages alleged therein, and shall waive its right to contest or deny the same in any proceeding arising from or in connection with such legal action or proceeding or this Rider.

The terms and provisions of this Rider shall survive the completion of the project described herein, and shall indefinitely remain in full force and effect. Permittee acknowledges that it has READ and fully understands this WAIVER and is executing it voluntarily for the purposes stated therein.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have set their hands on the date and year first written herein.

[RAILROAD]

[PERMITTEE]

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____