

No. CPR-_____RRMP: _____

THIS AGREEMENT, made and entered into this _____ day of _____, 20_____, by and between

CATERPARROTT RAILNET, a Georgia Limited Liability Corporation, hereinafter styled "Railroad", party of the first part;
and

LOWNDES COUNTY, an instrumentality of government created pursuant to the laws of the State of Georgia, acting by
and through its Board of Commissioners, hereinafter styled "Permittee", party of the second part;

WITNESSETH:

WHEREAS, Permittee, at its expense, is constructing, reconstructing, widening or otherwise changing or improving a portion of a public roadway known as Hightower Road (hereinafter referred to as "grade crossing" or "roadway"), upon, along, and across, at grade, the right of way or property and tracks of Railroad, at or near Lowndes County, located substantially as shown on the attached print hereinafter referred to as Schedule A; and

WHEREAS, Permittee has requested Railroad to perform certain work in connection with the improvement of said grade crossing, all of which Railroad is willing to do, but upon the terms and condition hereinafter expressed and contained;

NOW THEREFORE, the PARTIES HERETO agree as follows:

- 1) Permittee shall construct and/or improve and use said grade crossing, upon and across, at grade, the right of way or property and track(s) of Railroad and said roadway at Lowndes County, Georgia; said grade crossing at Milepost GF-40.10 DOT#732419G and said roadway located substantially as shown in Schedule A dated July 31, 2020.
PROVIDED, however, before said grade crossing is opened to the public use, Railroad will, at Permittee's expense, install flashing light signals, appurtenances and other track improvements pertained to signal installation (hereinafter referred to as "Signals") for the protection of traffic over and upon said grade crossing, of such character, specification and design as may be approved by Railroad Superintendents of Signals.
- 2) Railroad will, for the accommodation of and at the expense of Permittee, perform the work of constructing and/or improving the portion of said grade crossing between the rails in said track(s) and to the outside ends of the crossties on each side thereof, shall install said signals and shall revise, relocate and reconstruct signal facilities and other railroad facilities in such a manner as may be necessary to this project, and Permittee will pay Railroad, promptly upon bill rendered therefor, the actual cost of all work performed by Railroad in connection with the improvement of said grade crossing, including but not limited to the expenditures herein expressly described in Schedule B. The cost of said work to be performed by Railroad in connection with said grade crossing has been estimated not to exceed \$315,557.58, said estimate being attached hereto and made a part hereof.
- 3) Said signals shall be maintained in operation by Railroad, at a matching cost and expense of Permittee, in accordance with the Schedule of Annual Maintenance Cost of Approved Railroad Crossing Protective Devices, attached hereto and made part hereof as Schedule C, so long as Railroad may operate its Railroad at said grade crossing or until it is mutually agreed between the parties hereto that said signals are no longer necessary, or until grade crossing is abandoned or other legal requirements that make signals no longer necessary to the traveling