

AGREEMENT OF UNDERSTANDING REGARDING R177 Rev. 5/10
ROUTINE VEGETATION MANAGEMENT BY A UTILITY COMPANY/CONTRACTOR

Utility Company/Contractor agrees to follow the standards set forth by the Railroad in the **RB6 Specific Requirements for Working on the Railroad Right of Way**, the **Important Notice Regarding Temporary Entry**, the **Important Notice To All Contractors**, and the **Procedure for Requesting Inspectors on Railroad Property** as outlined by the Railroad on it's web site at www.rbmrr.com.

Utility Company/Contractor will at its expense conduct a pre-inspection trip prior to any vegetation management. Expenses will include all railroad charges for personnel, inspector, and dispatching. Personnel from the Railroad (two representatives), Utility company, and Contractor will PRE- inspect project together via a hi rail vehicle provided by the Contractor. This PRE-inspection will determine a baseline of what vegetation is to be cut and what is to be left standing.

Under this Agreement, the Railroad employee/inspector will work a maximum of 8 hours per job. No inspector will work more than a total of 40 hours per week. The Utility Company/Contractor agrees to pay for any additional inspectors provided by the Railroad at the Railroad's current rate schedule. **One inspector will be needed for every eight workers**, not including the Supervisor and/or Hi Rail Vehicle driver. All fees must be paid in advance. **In the event the contractor needs to cancel the work-day for any reason, the contractor is responsible to contact the Real Estate Office prior to 5am at 610-562-2902 and leave a message including time and date of call. Failure to contact the Real Estate Office as required above will result in forfeiture of payment for the day.**

Utility Company/Contractor personnel agree not to chase, harass or kill any wildlife on Railroad property, including snakes. Utility Company/Contractor personnel agree not to deposit trash or litter on Railroad property.

Utility Company/Contractor will selectively cut for a distance of 30 feet on both sides and to maintain an open-to-sky top airspace clearance of the utility facility or line unless other distances are agreed to and/or required by the Railroad. Low growth and preferred species will not be cut. Preferred species include evergreens, white pine, hemlock, coniferous trees, rhododendron, mountain laurel, teaberry and blueberry. Utility Company/Contractor will not cut down trees within Port Clinton yard limits.

All cutting debris will be removed or mulched and spread by the Utility Company/Contractor. No mulch or chips shall be placed within the rail gauge or on the ballast. It is understood by both parties that the Railroad is not to be held responsible for trees cut on neighboring properties.

Application of railroad approved re-growth inhibitor shall be applied after trimming if determined necessary by Railroad..

Vehicle access will be at the discretion of the Railroad. Access, where possible for conventional wheeled vehicle, contractor bucket truck and crew transport. We do not allow rubber tire vehicles nor metal tread vehicles to drive on right of way. However, if a vehicle road already exists the railroad may allow access. Each vehicle access instance must be discussed with the railroad prior to entering the right of way. Otherwise, high-rail access is required. Utility Company/Contractor will be responsible to provide the hi-rail equipment.

Where utility facility is determined "close to ballast" Utility Company/Contractor will build a temporary access ramp to protect ballast while work is being done. Utility Company/Contractor will assume all responsibility for removal of the ramp, leaving the area in an "as it was found" state. Utility Company/Contractor agrees to reimburse the Railroad for any replacement of or damage to ballast.

ANYTIME AN UNUSUAL OCCURRENCE OR SAFETY RISK OCCURS ON A PROJECT ALL WORK STOPS IMMEDIATELY UNTIL A REPORT AND INVESTIGATION IS COMPLETED. RAILROAD MANAGEMENT WILL ADVISE IF AND WHEN WORK CAN RESUME

This agreement will be cancelable by either party with 60 days written notice.
We the undersigned agree to the above terms and hereto cause this Agreement of Understanding to be duly executed.

Reading Blue Mountain & Northern Railroad Company

Date

Utility Company

Date

Contractor

Date