

RESOLUTION

At a meeting of the Board of Directors of the J. B. Levert Land Co., Inc., held at the offices of the Corporation, 3240 S. I-10 Service Road, suite 300, Metairie, Louisiana on January 11, 2005, pursuant to due notice, at which a quorum of the Board was present, on motion, duly seconded, the following Resolution was unanimously adopted:

BE IT RESOLVED THAT, Mr. William James Hooper, co-manager of Ashton Plantation Estates, be and he is hereby authorized and empowered to execute any and all documents on behalf of the J.B. Levert Land Co., Inc. in its capacity as manager of Ashton Plantation, L.L.C. necessary to enter into a certain agreement with and between Ashton Plantation, L.L.C., St Charles Parish, for consideration and terms that Mr. Hooper deems in the best interest of the Corporation.

I Charles R. LeBlanc, Jr., Vice-President and Secretary of J.B. Levert Land Co., Inc., do hereby certify that the above and foregoing is a true and correct copy of a Resolution adopted by the Board of Directors of the said Corporation and that the same is still in full force and effect.

1-28-05

DATE



SECRETARY

**Resolution
of
Rathborne Properties, LLC**

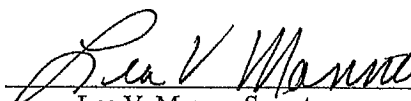
I, the undersigned Secretary of Rathborne Properties, LLC, do hereby certify that at a meeting of the Board of Directors of said Corporation held September 7, 1997 at which a quorum was present, the following Resolution was offered, seconded and unanimously adopted, to-wit:

RESOLVED, that the President or any Vice President of this Corporation be and he is hereby authorized, on behalf of this Corporation, acting in its capacity as one of the managers of ASHTON PLANTATION ESTATES, L.L.C. (the "Company"), to do any and all things deemed by him to be necessary or appropriate for the purpose of carrying out the business activities of the Company, including, without limitation, (i) to purchase, sell, lease or mortgage any immovable (real) or movable (personal) property on behalf of the Company, (ii) to execute any agreements by the Company with any person, firm or corporation to effect the formation and/or merger of any partnership, corporation or limited liability company, (iii) to negotiate and make a loan or loans on behalf of the Company and to borrow any sum or sums of money on behalf of the Company, from any person, firm or corporation, with such loans to contain such maturities and accrue such interest, and contain such other terms, conditions, and provisions as the hereinafter named officer of this Corporation may deem necessary, advisable, and/or proper in his sole and uncontrolled discretion, (iv) to sign, execute and/or endorse checks, promissory notes, letters of credit loan agreements and continuing guaranties on behalf of the Company upon such terms and conditions as the said officer may, in his sole and uncontrolled discretion, deem necessary, (v) to secure any obligation of the Company by executing on behalf of the Company mortgages, U.C.C. financing statements, security agreements, pledge agreements, pledges and/or assignments of rents, deeds of trust and any and all certificates, supplements, amendments and/or acknowledgments to such documents all upon such terms, conditions, stipulations and provisions as the officer executing same shall deem proper to incorporate and in the case of mortgages, security agreements or supplements, amendments and/or acknowledgments thereof (whether collateral or otherwise), such documents shall contain the usual and customary Louisiana security clauses, including a confession of judgment, waiver of appraisal, and the pact de non alienando.

FURTHER RESOLVED, that the President or any Vice President of this corporation be and he hereby is authorized, empowered and directed to execute and deliver the above described document with such changes, modifications, additions and deletions as he may in his sole and uncontrolled discretion approve, which changes, modifications, additions and deletions he is hereby authorized to make, his signature on any documents constituting conclusive evidence of his approval thereof so that any such document shall be valid and binding on the parties thereto.

I further certify the above and foregoing to be a true copy, extract, from the Minutes of the Meeting of the Board of Directors of Rathborne Properties, LLC held September 7, 1997. I, also certify, that J. Cornelius Rathborne is the President and that Gregory C. Lier and Michael E. Jones are the Vice Presidents of Rathborne Properties, L.L.C.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of the Corporation on this 31st day of January, 2005.


Lea V. Manno, Secretary

**Resolution
of
Rathborne Properties, LLC**

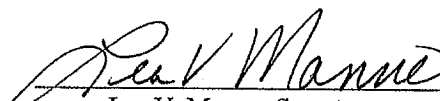
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RESOLVED, that the President or any Vice President of this Corporation be and he is hereby authorized, on behalf of this Corporation, acting in its capacity as one of the managers of **ASHTON PLANTATION ESTATES, L.L.C.** (the "Company"), to do any and all things deemed by him to be necessary or appropriate for the purpose of carrying out the business activities of the Company, including, without limitation, (i) to purchase, sell, lease or mortgage any immovable (real) or movable (personal) property on behalf of the Company, (ii) to execute any agreements by the Company with any person, firm or corporation to effect the formation and/or merger of any partnership, corporation or limited liability company, (iii) to negotiate and make a loan or loans on behalf of the Company and to borrow any sum or sums of money on behalf of the Company, from any person, firm or corporation, with such loans to contain such maturities and accrue such interest, and contain such other terms, conditions, and provisions as the hereinafter named officer of this Corporation may deem necessary, advisable, and/or proper in his sole and uncontrolled discretion, (iv) to sign, execute and/or endorse checks, promissory notes, letters of credit loan agreements and continuing guaranties on behalf of the Company upon such terms and conditions as the said officer may, in his sole and uncontrolled discretion, deem necessary, (v) to secure any obligation of the Company by executing on behalf of the Company mortgages, U.C.C. financing statements, security agreements, pledge agreements, pledges and/or assignments of rents, deeds of trust and any and all certificates, supplements, amendments and/or acknowledgments to such documents all upon such terms, conditions, stipulations and provisions as the officer executing same shall deem proper to incorporate and in the case of mortgages, security agreements or supplements, amendments and/or acknowledgments thereof (whether collateral or otherwise), such documents shall contain the usual and customary Louisiana security clauses, including a confession of judgment, waiver of appraisal, and the pact de non alienando.

FURTHER RESOLVED, that the President or any Vice President of this corporation be and he hereby is authorized, empowered and directed to execute and deliver the above described document with such changes, modifications, additions and deletions as he may in his sole and uncontrolled discretion approve, which changes, modifications, additions and deletions he is hereby authorized to make, his signature on any documents constituting conclusive evidence of his approval thereof so that any such document shall be valid and binding on the parties thereto.

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IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of the Corporation on this 31st day of January, 2005.


Lea V. Manno, Secretary

CROSSING AGREEMENT

Mile Post 22.5, Livonia Subdivision/Branch
Location: Luling, St. Charles Parish, Louisiana

THIS AGREEMENT (including all Exhibits hereto, hereinafter and in such Exhibits being referred to as this "Agreement"), hereinafter signed by the parties, shall be effective on the day following the last date of signature to this Agreement (hereinafter the "Effective Date"), by and among UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, MAILSTOP 1690, Omaha, Nebraska 68179 (hereinafter the "Railroad"), and ASHTON PLANTATION ESTATES, L.L.C., a Louisiana corporation, to be addressed at P.O. Box 157, Harvey, Louisiana 70059 (hereinafter "Ashton"); and the PARISH OF ST. CHARLES, a political subdivision of the State of Louisiana, to be addressed to the Parish President at 15045 River Road, P.O. Box 302, Hahnville, Louisiana 70057 (hereinafter the "Parish"). As used herein, the term "Ashton" shall include Ashton and all successors and assigns of Ashton (other than the Parish following dedication to the Parish of the "Ashton Road Crossing," as hereinafter defined). Prior to any such dedication, the term "Licensee", as used herein, shall include Ashton but not the Parish. Following any such dedication to the Parish, the term "Licensee" shall include the Parish but not Ashton (as to rights and obligations accruing under this Agreement subsequent to such dedication), the Parish being thereafter bound on an on-going basis by the terms of this Agreement applying to the "Licensee," to the extent and only to the extent such terms apply to rights, obligations or events accruing or occurring after such dedication.

RECITALS:

Ashton desires to construct a private road crossing over the railroad line and tracks, which will become a public railroad crossing for a residential and commercial subdivision, consisting of a 60-foot wide concrete road crossing and all appurtenances thereto, including but not limited to any signals, lights, gates, cattle guards, stop signs or identification signs, or drainage facilities, on, over and across the Railroad's right-of-way at Mile Post 22.5, DOT No. 448 318P on the Livonia Subdivision/Branch, at or near Luling, St. Charles Parish, Louisiana (hereinafter the "Ashton Road Crossing"), in the location shown on the attached print marked Exhibit "A", and upon completion of the Ashton Road Crossing and installation of the signals, it is contemplated that the Ashton Road Crossing will be formally dedicated to the Parish, at which time the Ashton Road Crossing will become part of a public street accessible by the public. The railroad is willing to grant to the Licensee the right to cross its right-of-way and tracks at the location shown on the attached print marked Exhibit "A".

Upon completion of the Ashton Road Crossing and the installation of the "Signals" (as defined below), and upon completion of the upgrade of the "Gassen Crossing" as defined in Articles 2a(i), (ii), (iii), and (iv), it is contemplated that the Ashton Road Crossing will be formally dedicated to and accepted by the Parish, at which time the Ashton Road Crossing will become part of a public street with access to the public, and shall thereafter be a public crossing.

The Railroad is willing to grant to the Licensee the right to cross its right-of-way and tracks at the location shown on Exhibit "A" subject to the terms set forth below.

NOW, THEREFORE, the parties agree as follows:

Article 1. RAILROAD GRANTS RIGHT.

The Railroad grants to the Licensee the right to construct and use a private, at-grade crossing over the Railroad's railroad line and tracks in order to construct a residential and commercial subdivision at the location shown on Exhibit "A" subject to the terms set forth herein and in the attached Exhibits "B" and "B-1", together with the right of entry to control and remove from the Railroad's right-of-way, on each side of the Ashton Road Crossing, weeds and vegetation which may impair the view of motorists approaching the crossing area to any trains that may also be approaching the crossing area.

Article 2. CONSIDERATION.

a. Pursuant to the terms below and in consideration of the license and permission granted herein, Ashton, the Parish at the sole cost and expense of Ashton, and the Railroad agree to upgrade the Gassen Street public railroad crossing, located at Mile Post 22.25, DOT No.448-317H of the Railroad's Livonia Subdivision/Branch, at or near Luling, St. Charles Parish, Louisiana (hereinafter the "Gassen Crossing").

(i) The Railroad shall, at the sole cost and expense of Ashton, upgrade the Gassen Crossing surface in accordance with the project designs of Danny J. Hebert, P.E. in the attached Exhibit "C". The estimated cost to Ashton for the Railroad's upgrade of the Gassen Crossing surface is **TWENTY-FIVE THOUSAND SEVEN HUNDRED FIVE AND 00/100 DOLLARS (\$25,705.00)**, which shall be due and payable to the Railroad by Ashton upon execution of this Agreement. Any actual costs in excess of the estimated cost stated in this Article 2a(i) shall be due and payable by Ashton and the Parish to the Railroad within sixty (60) days of receipt of an invoice from the Railroad for said excess costs. The Railroad shall bill such excess costs within one-hundred twenty (120) days of the completion of the Railroad's construction under this Article 2a(i).

(ii) The Railroad shall, at the sole cost and expense of the State of Louisiana (utilizing federal funds), upgrade the Gassen Crossing in accordance with the Louisiana Department of Transportation and Development Project Notice (State Project No. 714-45-0004, F.A.P. No. STP-4503(506), DOT # 448-317H) in the attached Exhibit "D". The estimated cost to the State of Louisiana (utilizing federal funds) for the Railroad's upgrade of the Gassen Crossing as itemized in Exhibit "D" is **SIXTY-SEVEN THOUSAND FIVE HUNDRED FIFTY-THREE AND 00/100 DOLLARS (\$67,553.00)**. In the event that the State of Louisiana does not pay all actual costs stated in this Article 2a(ii), then the unpaid portion of the actual cost shall be paid by Ashton and the Parish to the Railroad within sixty (60) days of receipt of an invoice from the Railroad for said costs. The Railroad shall bill said costs to Ashton and the Parish within one-hundred twenty (120) days of the refusal of the State of Louisiana to pay said costs under this Article 2a(ii). Nothing herein shall be construed to limit the rights of Ashton and the Parish to seek recovery from the State of Louisiana for sums not paid by the State.

(iii) The Parish shall, at the sole cost and expense of Ashton, perform any and all other improvements and upgrades to the Gassen Crossing, including widening the Gassen Crossing, installing median barriers, and establishing pavement markers and appropriate advance warning signs, in accordance with the project designs of Danny J. Hebert, P.E. in the attached Exhibit "C".

(iv) The Railroad shall, at its sole cost and expense, contribute crossing pads for this upgrade of the Gassen Crossing surface.

b. In consideration of the license and permission granted herein, the Parish, pursuant to Ordinance No. 04-10-5 agrees to close and remove, or cause to be closed and removed, one (1) currently-existing public railroad crossing known as the "Ellington" public railroad crossing, located at Mile Post 21.9, DOT No. 448 315U, on the Railroad's Livonia Subdivision/Branch, at or near Luling, St. Charles Parish, Louisiana (hereinafter the "Ellington Crossing"). The Ellington Crossing shall be closed and removed by the Parish within sixty (60) days of the Parish's acceptance of dedication of the Ashton Road Crossing by Ashton.

c. In consideration of the license and permission granted herein, Ashton hereby agrees and acknowledges that it shall not dedicate the Ashton Road Crossing to the Parish until all work as defined in Articles 3a, 3b and 5a and the upgrade of the Gassen Crossing as defined in Articles 2a(i), (ii), (iii), and (iv) is complete. The Parish hereby further agrees and acknowledges that it shall not accept the dedication of the Ashton Road Crossing until all work as defined in Articles 3a, 3b and 5a and the upgrade of the Gassen Crossing as defined in Articles 2a(i), (ii), (iii), and (iv) is complete.

Article 3. CONSTRUCTION AND MAINTENANCE OF ROAD CROSSING.

a. The Railroad will furnish the materials for and install the portion of the Ashton Road Crossing lying between the rails of the tracks and for one (1) foot on the outside of each rail and will furnish and install the stop signs and identification signs on each side of the Ashton Road Crossing and raise, or cause to be raised, any interfering wireline of the Railroad, all at an estimated cost to Ashton of **FIFTY-FOUR THOUSAND TWO HUNDRED EIGHTEEN AND 00/100 DOLLARS (\$54,218.00)**, which shall be due and payable to the Railroad by Ashton upon execution of this Agreement. Any actual costs in excess of the estimated cost stated in this Article 3a shall be due and payable by Ashton to the Railroad within sixty (60) days of its receipt of an invoice from the Railroad for said excess costs. The Railroad shall bill such excess costs within one-hundred twenty (120) days of the completion of the Railroad's construction under this Article 3a. Ashton's obligation to pay said excess costs shall survive any dedication of the Ashton Road Crossing to public use.

b. Ashton, at its own expense, shall construct and perform grading and surfacing work for the remaining portion of the Ashton Road Crossing and install any and all appurtenant gates, cattle guards, drainage facilities, traffic signs, or traffic devices (any such gates and traffic devices shall not include the "Signals," as defined in Article 5 hereof) shown on Exhibit "A". The construction work shall be done to the satisfaction of the Parish. Ashton's obligation to perform such work shall survive any dedication of the Ashton Road Crossing to public use.

c. The Railroad, at the sole expense of Licensee, may make any and all changes, alterations or relocations, whether temporary or permanent, and may provide flagging and other protective services and devices, which in the Railroad's judgment may be or become necessary or expedient within the Railroad's right-of-way because of any work performed on or around the Ashton Road Crossing.

d. The Railroad shall maintain the portion of the Ashton Road Crossing lying between the rails of the tracks and for one (1) foot on the outside of each rail; provided, however, that such maintenance work shall be limited to that required for the safe and efficient operation of its tracks. The Licensee shall, at its expense, maintain, repair and renew the remaining portion of the Ashton Road Crossing and shall keep the rail flangeways clear of obstructions.

e. The Licensee agrees to notify the Railroad's representative at least ten (10) days in advance of commencing any non-emergency work within the Railroad's right-of-way in which any person or equipment will be within twenty-five (25) feet of any track.

Article 4. ADMINISTRATIVE HANDLING CHARGE.

Ashton agrees to pay to the Railroad, upon execution of this Agreement, an administrative handling charge in the amount of **ONE THOUSAND AND 00/100 DOLLARS**

(\$1,000.00) for clerical, administrative and handling expense in connection with processing this Agreement.

Article 5. INSTALLATION AND MAINTENANCE OF AUTOMATED CROSSING PROTECTION.

a. The Railroad shall, at the sole cost and expense of the State of Louisiana (utilizing federal funds), furnish all labor, material, equipment, and supervision for, and shall install flashing lights, gates, bells, and circuitry at the Ashton Road Crossing (hereinafter the "Signals") in accordance with the Louisiana Department of Transportation and Development Project Notice (State Project No. 714-45-0005, F.A.P. No. STP-4503(508), DOT # 448 318P in the attached Exhibit "E". The estimated cost to the State of Louisiana (utilizing federal funds) for the Railroad's obligation in this Article 5a and as itemized in Exhibit "E" is **ONE HUNDRED FORTY-THREE THOUSAND FOUR HUNDRED SIXTY-ONE DOLLARS 00/100 DOLLARS (\$143,461.00)**. In the event that the State of Louisiana does not pay as stated in this Article 5a, then the unpaid portion of the actual cost shall be paid by Ashton to the Railroad within sixty (60) days of receipt of an invoice from the Railroad for said costs. The Railroad shall bill said costs within one-hundred twenty (120) days of the refusal of the State of Louisiana to pay said costs under this Article 5a. Ashton's obligation to pay said costs shall survive any dedication of the Ashton Road Crossing to public use. Nothing herein shall be construed to limit the rights of Ashton and the Parish to seek recovery from the State of Louisiana for sums not paid by the State.

b. The Railroad shall be responsible for the inspection, maintenance, repair and adjustment of the Signals. The cost of repair, adjustment and replacement resulting from damage caused by non-parties that is not recoverable by the Railroad or the Licensee from the non-parties shall be borne by the Licensee.

c. In the event of loss, damage to or destruction of the Signals involving replacement of major items or components of the Signals (which shall be classified as extraordinary maintenance) beyond the purview of Article 5b above, the Railroad, upon request by, and at the sole expense of, the Licensee, shall repair or rebuild the Signals so as to restore the Signals to substantially as good a condition as existed prior to such loss, damage or destruction; and, if the Signals are restored by the Railroad, the Licensee shall and hereby agrees to reimburse the Railroad for all costs incurred by the Railroad from time to time in connection with any work performed by the Railroad hereunder within thirty (30) days after receipt of the Railroad's bill therefor.

Article 6. IF WORK IS TO BE PERFORMED BY CONTRACTOR.

If a contractor is to do any of the work performed on the Ashton Road Crossing (including initial construction and subsequent relocation or substantial maintenance and repair work), then the Licensee shall require its contractor to execute the Railroad's standard form of Contractor's Right of Entry Agreement. The Licensee acknowledges receipt of a copy of Contractor's Right of Entry Agreement, a copy of the current version of which is attached as Exhibit "F", and understands its terms, provisions and requirements, and will inform its contractor of the need to execute the Agreement. Under no circumstances will the Licensee's contractor be allowed onto the Railroad's Property (as defined in Exhibit "B" hereto) without first executing the Contractor's Right of Entry Agreement.

Article 7. INSURANCE.

a. A certificate of insurance, identifying Folder No. 2170-33, issued by an approved insurance carrier, providing the Railroad Protective Liability coverage required pursuant to Exhibit "B-1" of this Agreement in a policy or policies which names the Union Pacific Railroad Company as the insured, will be provided to Union Pacific Railroad Company before any work is done on or over the railroad property.

b. Ashton acknowledges and agrees that the insurance referenced in Article 7a must remain in place for the duration of the construction and installation of the Ashton Road Crossing and Signals.

c. The Parish acknowledges and agrees that it shall obtain insurance referenced in Article 7a during major reconstruction or repair, on a project-by-project basis, of the Ashton Road Crossing.

d. All insurance correspondence shall be directed to: Union Pacific Railroad Company, Real Estate Department, 1400 Douglas Street, MAILSTOP 1690, Omaha, Nebraska 68179, with reference to Folder No.2170-33, with copies to Director of Insurance, Union Pacific Railroad Company, 1400 Douglas Street, MAILSTOP 1870, Omaha, Nebraska 68179, and to General Solicitor, Union Pacific Railroad Company, 808 Travis Street, Suite 620, Houston, TX 77002.

Article 8. TIMING OF THE RAILROAD'S PERFORMANCE.

The Railroad will perform its part of the installation, as contemplated by Article 2a(i), (ii), and (iv), Article 3a, and Article 5a of this Agreement, in the ordinary course of its business and will use its best efforts to complete such work within twelve (12) months from the Effective Date of this Agreement, but subject to events of force majeure and other contingencies, certain of which are outside of the Railroad's control, including, for illustrative purposes and not limited to,

the availability of materials, the availability of manpower, delays in receipt of materials from manufacturers, and priority scheduling of emergency and government/public projects.

Article 9. USE OF CROSSING IN ADVANCE OF DEDICATION.

a. Ashton hereby agrees that it shall not dedicate the Ashton Road Crossing to the Parish until all work as defined in Articles 3a, 3b and 5a and the upgrade of the Gassen Crossing as defined in Articles 2a(i), (ii), (iii), and (iv) is complete. The Parish hereby further agrees that it shall not accept the dedication of the Ashton Road Crossing until all work as defined in Articles 3a, 3b and 5a and the upgrade of the Gassen Crossing as defined in Articles 2a(i), (ii), (iii), and (iv) is complete.

b. Prior to Ashton's dedication of the Ashton Road Crossing to the Parish and the acceptance of the dedication of the Ashton Road Crossing by the Parish, Ashton hereby agrees that Ashton shall limit the use of the Ashton Road Crossing to construction purposes only, i.e. only for Ashton's contractors and/or subcontractors entering upon Ashton's property.

c. Prior to Ashton's dedication of the Ashton Road Crossing to the Parish and the acceptance of the dedication of the Ashton Road Crossing by the Parish, Ashton hereby agrees that Ashton shall not allow the Ashton Road Crossing to be accessible to the public. Ashton shall, at its sole cost and expense, install at the Ashton Road Crossing appropriate temporary warning devices, signs, gates and impose appropriate control measures, including but not limited to vehicular control measures, to prevent the public from using the Ashton Road Crossing and protect the private parties using the crossing for construction purposes.

Article 10. TERM.

This Agreement shall be effective as of the Effective Date and shall continue in full force and effect until terminated as provided in Exhibit "B".

IN WITNESS HEREOF, the parties hereto have signed this Agreement as of the dates herein written in separate originals in the presence of the undersigned competent witnesses and notary after a due and complete reading of the whole. This Agreement shall be effective on the day following the last date of signature to this Agreement (the "Effective Date").

DATE: Feb. 7, 2005

WITNESSES:

UNION PACIFIC RAILROAD COMPANY

Jon Deich

By: Tony K. Love
GENERAL MANAGER-REAL ESTATE

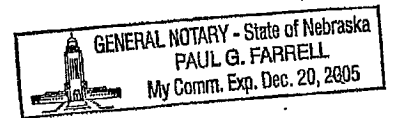
SWORN TO AND SUBSCRIBED BEFORE ME THIS

THE 7th DAY OF FEBRUARY, 2005.

Paul G. Farrell
NOTARY PUBLIC

STATE OF NEBRASKA

My commission expires 12/20/05.



IN WITNESS HEREOF, the parties hereto have signed this Agreement as of the dates herein written in separate originals in the presence of the undersigned competent witnesses and notary after a due and complete reading of the whole. This Agreement shall be effective on the day following the last date of signature to this Agreement (the "Effective Date").

DATE: February 1, 2005, 2005

WITNESSES:

ASHTON PLANTATION ESTATES, L.L.C.

Stan Serna

Carolyn A. Louviere

By:

John L. Hill *Willis J. Hooper*

Title:

Co-Managers

SWORN TO AND SUBSCRIBED BEFORE ME THIS

THE 1st DAY OF February, 2005.

[Signature]
NOTARY PUBLIC

STATE OF LOUISIANA

My commission expires at death.

ROBERT L. RAYMOND, NOTARY
BAR# 11408

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DATE: February 1, 2005, 2005

WITNESSES:

THE PARISH OF ST. CHARLES

[Signature]

Carolyn H. Lumere

By: Albert D. Lago

Title: Parish President

SWORN TO AND SUBSCRIBED BEFORE ME THIS

THE 1st DAY OF February, 2005.
[Signature]
NOTARY PUBLIC

STATE OF LOUISIANA

My commission expires at death

ROBERT L. RAYMOND, NOTARY
BAR# 11408

A

**SURVEY OF A PORTION OF
PROPOSED SPINE ROAD
ASHTON PLANTATION, PHASE I
ST. CHARLES PARISH, LA.**

INTERSTATE HWY. NO. 310

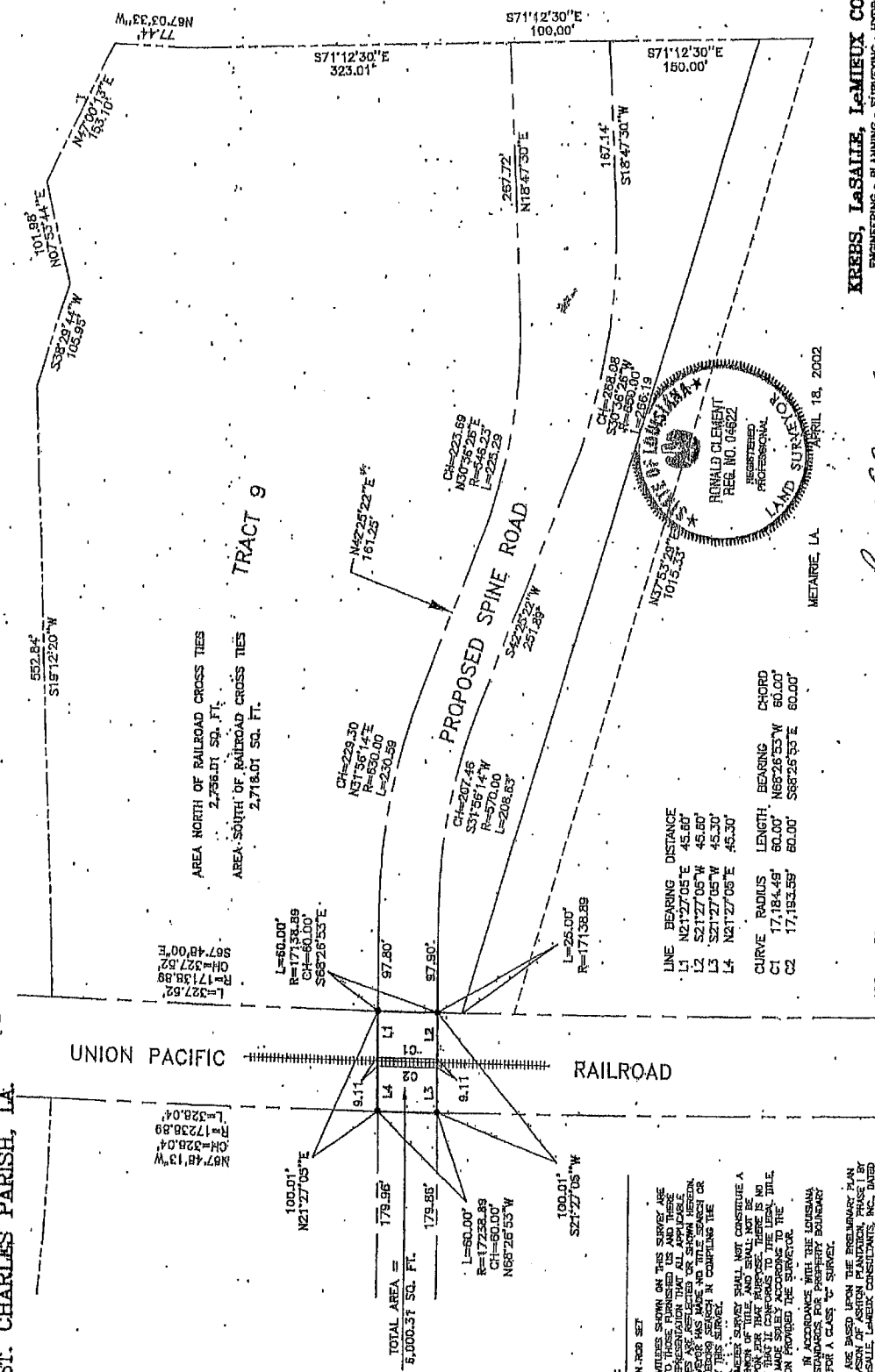
MISSISSIPPI RIVER (SIDE)

LA - 18 RIVER ROAD

TRACT 9

UNION PACIFIC

RAILROAD



NOTES:

- FOR 300 SET
- THE SURVEY POINTS SHOWN ON THIS SURVEY ARE UNLESS OTHERWISE NOTED TO BE PERMANENT AND ARE NOT TO BE USED FOR ANY OTHER PURPOSE. ALL APPLICABLE SURVEYING STANDARDS ARE APPLIED TO THIS SURVEY. PLEASE REFER TO THE SURVEYING STANDARDS FOR PROPERTY BOUNDARY SURVEYS FOR A CLASS "A" SURVEY.
- THIS SURVEY SHALL NOT CONSTITUTE A LEGAL OPINION OF TITLE AND SHALL NOT BE RELIED UPON FOR THAT PURPOSE. THERE IS NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND THIS SURVEY IS MADE SOLELY ACCORDING TO THE INFORMATION PROVIDED BY THE SURVEYOR.
- SURVEYED IN ACCORDANCE WITH THE LOUISIANA SURVEYING STANDARDS FOR PROPERTY BOUNDARY SURVEYS FOR A CLASS "A" SURVEY.
- REMARKS ARE BASED UPON THE PRELIMINARY PLAN OF SURVEY OF ASHTON PLANTATION, PHASE I BY KRESS, LaSALLE, LAMIEUX CONSULTANTS, INC., DATED JULY 12, 1998, LAST REVISED JANUARY 15, 2001.

KRESS, LaSALLE, LAMIEUX CONSULTANTS, INC.
ENGINEERING - PLANNING - SURVEYING - HYDROLOGY - ENVIRONMENTAL
3013 27TH ST. METAIRIE, LA. 70002 (504)837-8470
2107 N. CAUSEWAY BLVD., SUITE F, METAIRIE, LA. 70048 (504)824-5125

By: *Ronald Clement*
RONALD CLEMENT, P.L.S. REG. NO. 04622



JOB No. 020112 SCALE: 1" = 100'

B

EXHIBIT B

ROAD CROSSING

Section 1. CONDITIONS AND COVENANTS

a. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Licensee shall not use or permit use of the Ashton Road Crossing for any purposes other than those described in this Agreement. Without limiting the foregoing, the Licensee shall not use or permit use of the Ashton Road Crossing for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the "Railroad's Property" (which shall include the tracks and all appurtenant devices and equipment and the entirety of the Railroad's right of way) by or under authority of the Licensee for the purpose of conveying electric power or communications incidental to their use of the Railroad's Property for crossing purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. Except for the use by the public of the Ashton Road Crossing following the dedication of the Ashton Road Crossing to public use, no non-party shall be admitted by the Licensee to use or occupy any part of the Railroad's Property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

b. The Railroad reserves the right to cross the Ashton Road Crossing with such railroad tracks as may be required for its convenience or purposes in such manner as not unreasonably to interfere with the Licensee's use of the Ashton Road Crossing. In the event the Railroad shall subsequently place additional track(s) upon the Ashton Road Crossing, the Licensee shall, at its expense, modify the Ashton Road Crossing to conform with the rail line.

c. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or not, and also to any renewals thereof. The Licensee shall not damage, destroy or interfere with the property or rights of non-parties in, upon or relating to the Railroad's Property unless the Licensee shall, at its expense, settle with and obtain releases from such non-parties.

d. The Railroad reserves the right to use and to grant to others the right to use the Ashton Road Crossing for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; also the right to cross the Ashton Road Crossing with all kinds of equipment. The Railroad further reserves the right to attach signal, communication or power lines to any Ashton Road Crossing facilities located upon

the Railroad's Property, provided that such attachments shall comply with the Licensee's specifications and shall not interfere with the Licensee's use of the Ashton Road Crossing.

e. So far as it lawfully may do so, the Licensee shall assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Ashton Road Crossing, excepting taxes levied upon and against the Railroad's Property as a component part of the Railroad's operating property.

f. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Ashton Road Crossing and its appurtenances, or for the performance of any work in connection with the Ashton Road Crossing, the Licensee shall acquire all such other property and rights at its own expense and without expense to the Railroad.

g. During construction of the Ashton Road Crossing and installation of the Signals at the Ashton Road Crossing, it is expressly stipulated that the Ashton Road Crossing is to be a private one. Upon the completion of the Ashton Road Crossing, including installation of the Signals, the dedication of the Ashton Road Crossing to the Parish, and the Parish's acceptance of the dedication of the Ashton Road Crossing, the Ashton Road Crossing shall become part of a public street with access to the public, and shall thereafter be a public crossing.

Section 2. CONSTRUCTION OF THE ROAD CROSSING

a. Ashton, at its own expense, shall apply for and obtain all public authority required by law, ordinance, rule or regulation for the construction of the Ashton Road Crossing, and shall furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

b. Except as may be otherwise specifically provided herein, Ashton, at its own expense, shall furnish all necessary labor, material and equipment, and shall construct and complete the Ashton Road Crossing and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper crossing warning devices (except the Signals installed by the Railroad within its right-of-way), and all necessary and proper drainage facilities, guard rails or barriers, medians and right of way fences between the highway and the Railroad tracks. Upon completion of the Ashton Road Crossing, including installation of the Signals, Ashton shall remove from the Railroad's Property all temporary structures and false work, and shall leave the Ashton Road Crossing in a condition satisfactory to the Railroad.

c. The Railroad will receive no ascertainable benefit from the renewal, upgrade or construction of the Ashton Road Crossing, and, except as may be specifically provided herein, shall not be required to pay or contribute any part of the cost thereof. Since the Ashton Road Crossing is to be financed in whole or in part by the State of Louisiana (utilizing federal funds), all present or future construction work by the Licensee shall be performed and any

reimbursement to the Railroad for work it performs shall be made, in accordance with the applicable Federal acts, regulations, and this Agreement.

d. All construction work by the Licensee upon the Railroad's Property (including, but not limited to, construction of the Ashton Road Crossing and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Vice President-Engineering Services of the Railroad or his authorized representative and in accordance with detailed plans and specifications prepared by and at the expense of the Licensee, and approved in writing by the Railroad's Vice President-Engineering Services.

e. All construction work by the Licensee shall be performed diligently and completed within a reasonable time, and in any event within three (3) years from the effective date of this Agreement, or within such further period of time as may be specified in writing by the Railroad's Vice President-Engineering Services. No part of the Ashton Road Crossing shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Licensee. The Licensee hereby assumes the risk of any such delays and agrees that no claims for damage on account of any such delay shall be made against the Railroad.

f. If the Ashton Road Crossing includes construction of a structure over which trains are to be operated, or for which the Railroad has any responsibility for maintenance, the Licensee shall furnish the Railroad permanent reproducible prints of all design and shop drawings as soon as possible after approval by the Vice President-Engineering Services of the Railroad or his authorized representative. Upon completion of construction, the Licensee shall furnish the Railroad two sets of "as constructed" prints and, in addition, upon request of the Vice President-Engineering Services of the Railroad, "as constructed" permanent reproducible prints of all or any portion of the structure.

Section 3. INJURY AND DAMAGE TO PROPERTY

If the Licensee, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Licensee is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the Railroad's Property, such property shall be replaced or repaired by the Licensee, at its expense, or by the Railroad at the expense of the Licensee, and to the satisfaction of the Railroad's Vice President-Engineering Services.

Section 4. PAYMENT FOR WORK BY THE RAILROAD COMPANY

The Railroad will submit to Ashton bills for work performed by Railroad, flagging and other protective services and devices provided by the Railroad during the construction of the Ashton Road Crossing and the installation of the Signals. Bills for work and materials shall be paid by Ashton promptly upon receipt thereof. The Railroad will submit its final billing for flagging and other protective services within one hundred and twenty (120) days after the Railroad completes the installation of the Signals.

Section 5. MAINTENANCE AND USE

a. The Railroad shall maintain the portion of the Ashton Road Crossing lying between the rails of the tracks and for one (1) foot on the outside of each rail; provided, however, that such maintenance work shall be limited to that required for the safe and efficient operation of its tracks. The Licensee shall, at its expense, maintain, repair and renew the remaining portion of the Ashton Road Crossing and shall keep the rail flangeways clear of obstructions. To the extent any such work by the Licensee shall be required to be made upon the Railroad's Property, the Licensee shall notify the Railroad in advance, shall execute a Contractor's Right of Entry Agreement in accordance with Article 6 of the Agreement and shall obtain the requisite Railroad Protective Insurance, as required by Exhibit "B-1".

b. The Licensee shall, at its expense, maintain, repair, renew and replace any gates, cattle guards, drainage facilities, traffic signs or devices, identification signs approved by the Railroad or other appurtenances shown on Exhibit "A", except the Signals, which shall be maintained and repaired by the Railroad in accordance with Article 5b of the Agreement. The Licensee shall, at its expense, install and thereafter maintain any such appurtenances that may subsequently be required by law or by any public authority having jurisdiction.

c. The Licensee shall, at its expense, require all vehicles approaching the crossing to stop a safe distance from the tracks before crossing the tracks. The Licensee shall not do, suffer or permit anything which will or may obstruct, endanger or interfere with, hinder or delay the maintenance and operation of the Railroad's tracks or appurtenant facilities or the facilities or equipment of others lawfully using the Railroad's Property.

d. In the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Ashton Road Crossing, the Licensee shall bear the expense of such repairs or replacement.

Section 6. CHANGES IN GRADE

If at any time the Railroad shall elect, or be required by competent authority, to raise or lower the grade of all or any portion of the track or tracks located in the Ashton Road Crossing, the Licensee shall, at its expense, conform the road in the Ashton Road Crossing to conform with the change of grade of the trackage.

Section 7. REARRANGEMENT OF WARNING DEVICES

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, the Ashton Road Crossing or both, the Railroad and the Licensee will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

Section 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of the aforesaid work of Ashton and any future work of the Licensee, that such work shall be performed in a safe manner and in conformity with the following standards:

a. Definitions. All references in this Section 8 of this Exhibit "B" to the Licensee shall include Ashton and any future Licensee and each of their contractors, subcontractors, officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Licensee shall include work both within and outside of the Railroad's Property.

b. Compliance With Laws. The Licensee shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Licensee shall use only such methods as are consistent with safety, both as concerns the Licensee, the Licensee's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Licensee (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's Property. If any failure by the Licensee to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Licensee shall reimburse and indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorneys' fees, court costs and expenses. The Licensee further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

c. No Interference or Delays. The Licensee shall not do, suffer or permit anything which or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any

appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's Property or facilities.

d. Supervision. The Licensee, at its own expense, shall adequately police and supervise all work to be performed by the Licensee, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Licensee for safe conduct and adequate policing and supervision of the Ashton Road Crossing shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Licensee with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Ashton Road Crossing, the Licensee shall give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's Property and operations.

e. Suspension of Work. If at any time the Licensee's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Licensee is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Licensee shall immediately suspend the work suitable, adequate and proper protective measures are adopted and provided.

f. Removal of Debris. The Licensee shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any of the Railroad's Property or facilities, and any such material and debris shall be promptly removed from the Railroad's Property by the Licensee at the Licensee's own expense or by the Railroad at the expense of the Licensee. The Licensee shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's Property during snow removal from the Ashton Road Crossing.

g. Explosives. The Licensee shall not discharge any explosives on or in the vicinity of the Railroad's Property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's Property or facilities. For the purposes hereof, the "vicinity of the Railroad's Property" shall be deemed to be any place on the Railroad's Property or in such close proximity to the Railroad's Property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's Property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate. In addition to any conditions, restrictions or limitations as may be specifically imposed:

(i) Unless the Railroad's Vice President-Engineering Services agrees otherwise, the Licensee shall provide no less than 48 hours' notice, excluding weekends and holidays, before discharging any explosives.

(ii) Any explosives loaded in holes or placed or otherwise readied for discharge on a day shall be discharged on the same day during daylight hours, and at mutually acceptable times.

(iii) The Licensee, at its own expense, shall take all precautionary measures and construct all temporary shelters necessary to guard against danger of damage, destruction or interference arising out of or connected with any blasting or any transportation, handling, storage, security or use of explosives.

(iv) The Licensee shall require explosives to be transported, handled, stored or otherwise secured and used in a manner satisfactory to the Railroad and in accordance with local, state and Federal laws, rules and regulations, including without limitation, United States Department of Labor, Bureau of Labor Standards, Safety and Health Regulations for Construction, 29 CFR Part 1518, Subpart U - "Blasting and the Use of Explosives"; and Occupational Safety and Health Administration Occupational Safety and Health Standards, 29 CFR Part 1910, Subpart H - "Hazardous Materials".

h. Obstructions to View. Except as otherwise specifically provided herein, the Licensee shall not cause or permit the view along the tracks of the Railroad to be obstructed, nor place any combustible material on the premises, nor erect any structures thereon. Insofar as it may lawfully do so, the Licensee will prevent nonparties from constructing sight-obstructing buildings or other permanent structures on property adjacent to the Railroad's Property.

i. Excavation. The Licensee shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Licensee shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's Property, tracks or facilities. The Licensee, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation, and/or trenching performed by the Licensee in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Vice President-Engineering Services to withstand all stresses likely to be encountered including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

j. Drainage. The Licensee, at the Licensee's own expense, shall provide and maintain suitable facilities for draining the Ashton Road Crossing and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon the Railroad's

Property. The Licensee, at the Licensee's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Licensee, be impeded, obstructed, diverted or caused to back up, overflow or damage the Railroad's Property or any part thereof, or property of others. The Licensee shall not obstruct or interfere with existing ditches or drainage facilities.

k. Notice. Before commencing non-emergency work, the Licensee shall provide ten (10) days prior notice (excluding weekends and holidays) to the Railroad's Manager-Track Maintenance.

1. Fiber Optic Cables. Fiber optic cable systems may be buried on the Railroad's Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. The Licensee shall telephone the Railroad at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on the Railroad's Property to be used by the Licensee. If it is, the Licensee shall telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's Property. The Licensee shall, in addition to all other obligations and indemnities set forth elsewhere in this Agreement, indemnify and hold the Railroad harmless against and from all cost, liability and expense whatsoever (including, without limitation, attorneys' fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of the Licensee, as the case may be, or any subcontractor, agent and/or employees of the Licensee, that causes or contributes to (i) any damage to or destruction of any telecommunications system on the Railroad's Property, and (ii) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's Property. The Licensee shall not have or seek recourse against the Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or any consequential damage to a telecommunications company using Railroad's Property or a customer or user of services of any fiber optic cable on Railroad's Property.

Section 9. INTERIM WARNING DEVICES

If at any time it is determined by a competent authority, by the Licensee, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Ashton Road Crossing, the Licensee shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed by the Railroad, at the expense of the Licensee.

Section 10. OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's Property or facilities.

Section 11. REMEDIES FOR BREACH OR NON-USE

a. If the Licensee fails, refuses or neglects to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Ashton Road Crossing and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's Property, facilities or operations or jeopardize the Railroad's employees; and the Licensee shall reimburse the Railroad for the expenses thereof.

b. Non-use by the Licensee for roadway purposes continuing at any time for a period of eighteen (18) months, at the option of the Railroad, shall work a termination of this Agreement and of all the rights of the Licensee hereunder.

c. The Licensee shall surrender peaceable possession of the Ashton Road Crossing upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

Section 12. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Licensee and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Licensee shall not affect or impair any right arising from any subsequent default. This Agreement including Exhibits attached thereto and made a part thereof constitute the entire understanding between the Licensee and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

Section 13. INDEMNIFICATION BY ASHTON, AND ITS SUCCESSORS OR ASSIGNS, PRIOR TO THE DEDICATION

Prior to the dedication of the Ashton Road Crossing to the public use, Ashton assumes the risk of and shall indemnify and hold harmless the Railroad and other railroad companies which use the Railroad's Property, their current, former and future officers, agents and employees, against and from any and all loss, damages, claims, demands, actions, causes of action, costs, attorneys' fees, fines, penalties and expenses of whatsoever nature (hereinafter

"Loss") which may result from: (1) injury to or death of persons whomsoever, (including officers, agents and employees of the Railroad and of Ashton, or its successors or assigns, as well as other persons); (2) loss of or damage to any property whatsoever (including damage to property of or in the custody of Ashton, or its successors or assigns, and damage to the roadbed, tracks, equipment or other property of or in the custody of the Railroad and such other railroad companies, as well as other property); or (3) the failure of Ashton, or its successors or assigns, to comply with any federal, state or local law, regulation, or enactment; when such Loss is due to or arises in connection with or as a result of:

- a. the construction of the Ashton Road Crossing and the installation of the Signals;
- b. any work done by Ashton on or in connection with the Ashton Road Crossing;
- c. the use of said Ashton Road Crossing by Ashton, or the officers, agents, employees, patrons or invitees of Ashton, or by any other person;
- d. the use of said Ashton Road Crossing by Ashton's successors or assigns or the officers, agents, employees, patrons or invitees of Ashton's successors or assigns; or
- e. the breach of any covenant or obligation assumed by or imposed on Ashton pursuant to this Agreement, or the failure of Ashton to promptly and fully do any act or work for which Ashton (including but not limited to Ashton as "Licensee") is responsible pursuant to this Agreement, regardless of whether such Loss is caused solely or contributed to in part by the negligence of the Railroad, its officers, agents or employees.

To the extent the work performed by the Railroad pursuant to Article 3a and Article 5a of the Agreement requires subsequent repair or replacement (other than that regular maintenance provided for in Article 3d and Article 5b of the Agreement and in Section 5 of this Exhibit "B" to the Agreement), for reasons not resulting from the acts or omissions of Ashton, and notwithstanding anything in this Section 13 to the contrary, Ashton shall not be responsible for the cost of materials or labor required for such repair and replacements; provided, however, that if such repair or replacement is necessitated by damage caused by flood, hurricane, earthquake or other natural or man-made disaster, Ashton shall bear sole responsibility for all costs associated with such repair or replacement.

After dedication of the Ashton Road Crossing to the public use, this Section 13 shall be null and void except with respect to any Loss which results from an occurrence prior to the dedication of the Ashton Road Crossing to public use.

Section 14. ASSIGNMENT: SUCCESSORS AND ASSIGNS

This Agreement shall not be assigned by Ashton without the written consent of the Railroad. Notwithstanding the foregoing, the Railroad's consent shall not be required for an assignment by Ashton to the Parish of the rights and obligations of the "Licensee" (as distinguished from the rights and obligations exclusive to "Ashton") under this Agreement in connection with the formal dedication by Ashton to the Parish of the Ashton Road Crossing and the land underlying the Ashton Road Crossing (which land will continue to be subject to the Railroad's rights therein); provided that Ashton provides the Railroad with satisfactory evidence of (a) the acceptance by the Parish of said formal dedication, (b) the acceptance by the Parish of the assignment to it of the rights granted to the "Licensee" (as distinguished from the rights granted exclusively to "Ashton") hereunder, and (c) express assumption (duly authorized by the appropriate authorities) by the Parish of all of the obligations and liabilities of the "Licensee" (as distinguished from the obligations and liabilities of "Ashton" exclusively) hereunder. Subject hereto, this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors or assigns. The Parish's execution of this Agreement shall signify its express assumption of all the obligations and liabilities of the "Licensee" hereunder upon and following the dedication of the Ashton Road Crossing to public use and shall thus satisfy Subsection (c) of this Section 14.

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BI

EXHIBIT B-1

UNION PACIFIC RAILROAD CONTRACT INSURANCE REQUIREMENTS OF ASHTON AND THE PARISH

Ashton and/or its contractor(s)/subcontractor(s) shall, at its own and/or its contractor's/subcontractor's own expense, and the Parish shall, at its own expense, procure Railroad Protective Liability Insurance described below. The Railroad Protective Liability Insurance only needs to be obtained and kept in force by Ashton for the duration of construction and installation of the Ashton Road Crossing and Signals located on the Railroad's Property and by the Parish during major reconstruction or repair, on a project-by-project basis, of the Ashton Road Crossing located on the Railroad's Property.

Railroad Protective Liability insurance naming only the Railroad as the insured with a combined single limit of \$2,000,000 per occurrence with a \$6,000,000 aggregate. The policy shall be broad form coverage for "Physical Damage to Property" (ISO Form CG 00 35 07 98 or equivalent). A binder stating the policy is in place must be submitted to the Railroad until the original policy is forwarded to the Railroad.

Other Requirements

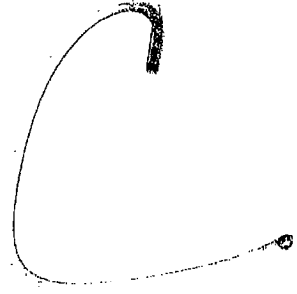
1. Punitive damage exclusion must be deleted, **which deletion shall be indicated on the certificate of insurance.**
2. Ashton and/or its contractor(s)/subcontractor(s) and the Parish agree to waive their respective rights of recovery, and their respective insurers, through policy endorsement, agree to waive their right of subrogation, against Railroad. Ashton and/or its contractors(s)/subcontractor(s) and the Parish further waive their respective right of recovery, and their respective insurers also waive their right of subrogation, against Railroad for loss of their respective owned or leased property or property under their respective care, custody and control. Ashton and/or its contractor(s)/subcontractor(s) and the Parish's insurance shall be primary with respect to any insurance carried by Railroad. All waivers of subrogation **shall be indicated on the certificate of insurance.**
3. Prior to commencing any work, Ashton and the Parish shall furnish to Railroad original certificate(s) of insurance evidencing the required coverage, endorsements, and amendments, and reference the contract audit/folder number if available, as provided in Article 7 of the Agreement. The certificate(s) shall contain a provision that obligates the insurance company(ies)

issuing such policy(ies) to notify Railroad in writing in advance of any cancellation. Ashton and the Parish shall notify the Railroad in advance of any material alteration. **Upon request from Railroad, a certified duplicate original of any required policy shall be furnished.**

4. Any insurance policy shall be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

5. Ashton and the Parish **WARRANT** that this Agreement has been thoroughly reviewed by its insurance agent(s)/broker(s), who have been instructed by Ashton and the Parish to procure the insurance coverage required by this Agreement and acknowledge that Ashton's and the Parish's insurance coverage will be primary.

6. The fact that insurance is obtained by Ashton and the Parish, or the Railroad on behalf of Ashton and the Parish, as the case may be, shall not be deemed to release or diminish the liability of Ashton and the Parish, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by the Railroad shall not be limited by the amount of the required insurance coverage. However, nothing in this Paragraph 6 shall be construed to enable the Railroad to recover more than its actual damages (as used herein) or Loss (as defined in Section 13 of Exhibit "B" of this Agreement), it being understood that this Paragraph 6 is not intended to enable the Railroad to receive a double recovery.

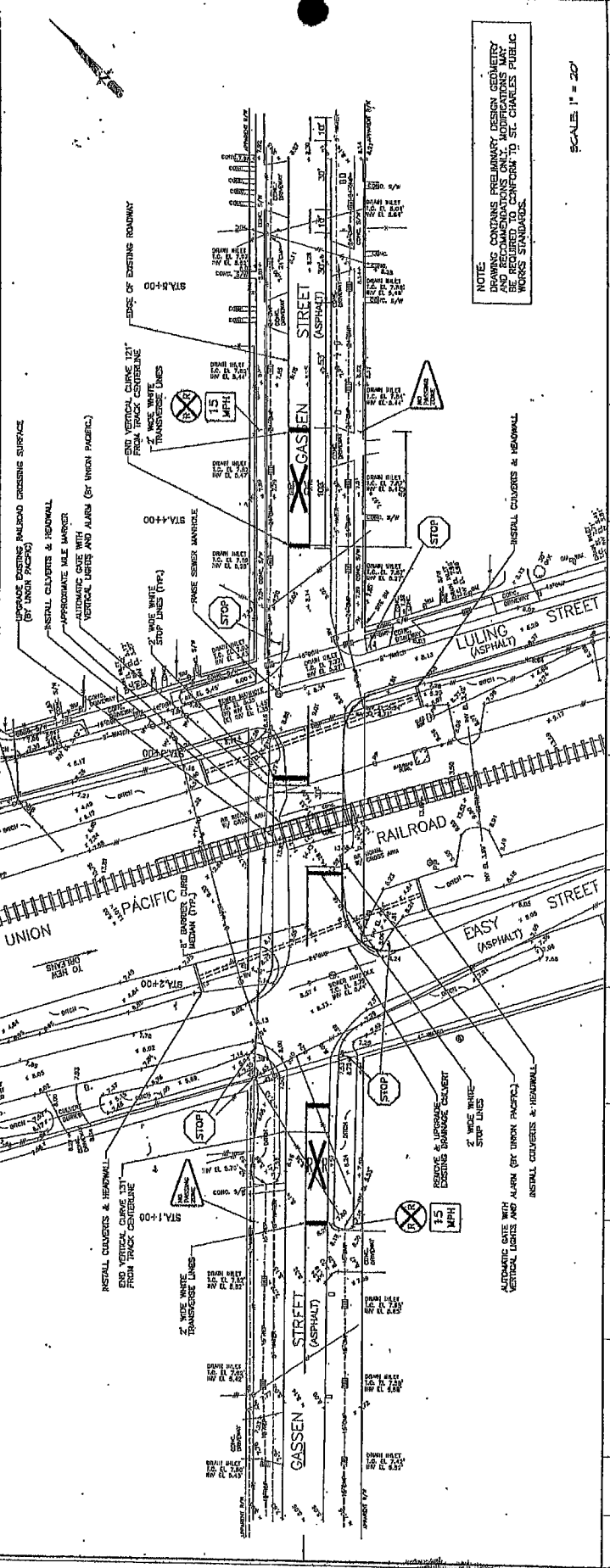


GASSEN STREET CROSSING

SCALE: HORIZ. 1" = 20'
VERT. 1" = 2'

DANNY J. HEBERT, P.E.

LICENSED CIVIL AND ENVIRONMENTAL ENGINEER



NOTE: CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND RECORDATIONS AND BE REQUIRED TO CONFORM TO ST. CHARLES PUBLIC WORKS STANDARDS.

SCALE: 1" = 20'

| STATION | EXISTING CROSSING | PROPOSED CROSSING |
|---------|-------------------|-------------------|
| 15 | | |
| 14 | | |
| 13 | | |
| 12 | | |
| 11 | | |
| 10 | | |
| 9 | | |
| 8 | | |
| 7 | | |
| 6 | | |

D

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
HIGHWAY/RAIL ON-SITE INSPECTION
CHECK LIST AND RECOMMENDATIONS

Date: March 29, 2004
District: 02
Parish: St. Charles

State Project No: 714-45-0004 F.A.P. No. STP - 4503(506) Name: UP(Luling)
Route: _____ Street Name: Gassen Road DOT No.: 448-3173 RR Milepost: 22.25
Tracks at Crossing: Main 1 Other (specify) _____ Max. Train Speed: 90
Daily Trains: Through: 14 Switching: 0
Estimated Hwy. Average Daily Traffic (ADT): ??? Route Speed (mph): ??
Crossing angle to Road right: 90-90 RR Crossing surface type: cement Number of road lanes: 2
Type/classification/description of roadway: Minor Arterial
Existing Level of RR Warning Devices: flashing lights and gates Closure Potential: Ellington Avenue

Recommendations

Proposed RR Warning Devices:

Active
Standard F/L's: 2 Are any extra sets of lights needed? _____ (see sketch)
Standard Cantilevered F/L's: _____
Gates: 2
Bells are to be provided w/RR active warning.
Description of proposed work: relocate existing flashing lights and gates

Passive
Standard Crossbucks: 2
Standard Stop Signs: _____
Description of proposed work: relocate existing crossbucks

Proposed RR Crossing Surface:

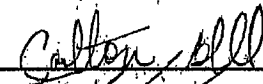
Proposed Crossing Type: _____ All crossings are to have DOTD standard subbase treatment and extend fully through the roadway surface and shoulders (if curbed, appropriate offsets).
State Highway Detour must be okayed by DOTD District office.
Description of proposed work: new crossing surface to be shifted and installed by railroad company and paid for by railroad company and/or St. Charles Parish

On-Site Attendees:

DOTD Attendees: Phone discussion with Bill Shrawberry (LA DOTD) and Ken Rouse (UP)
RR Attendees: _____
Other Attendees: _____

Advanced by Rail Agreement Engineer

Approved by Highway/Rail Safety Engineer

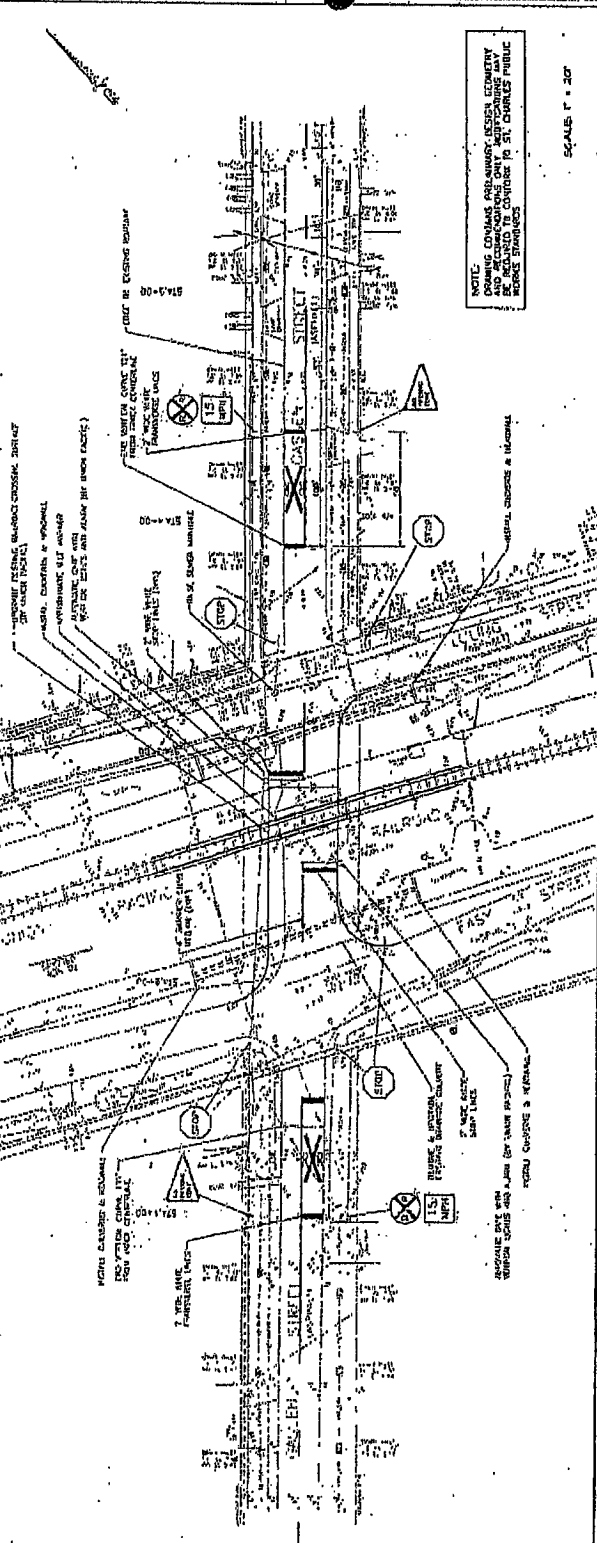


GASSER STREET CROSSING

GANNY J. HEBERT, P.E.

LICENSED CIVIL AND PROFESSIONAL ENGINEER

SCALE: 1" = 30'



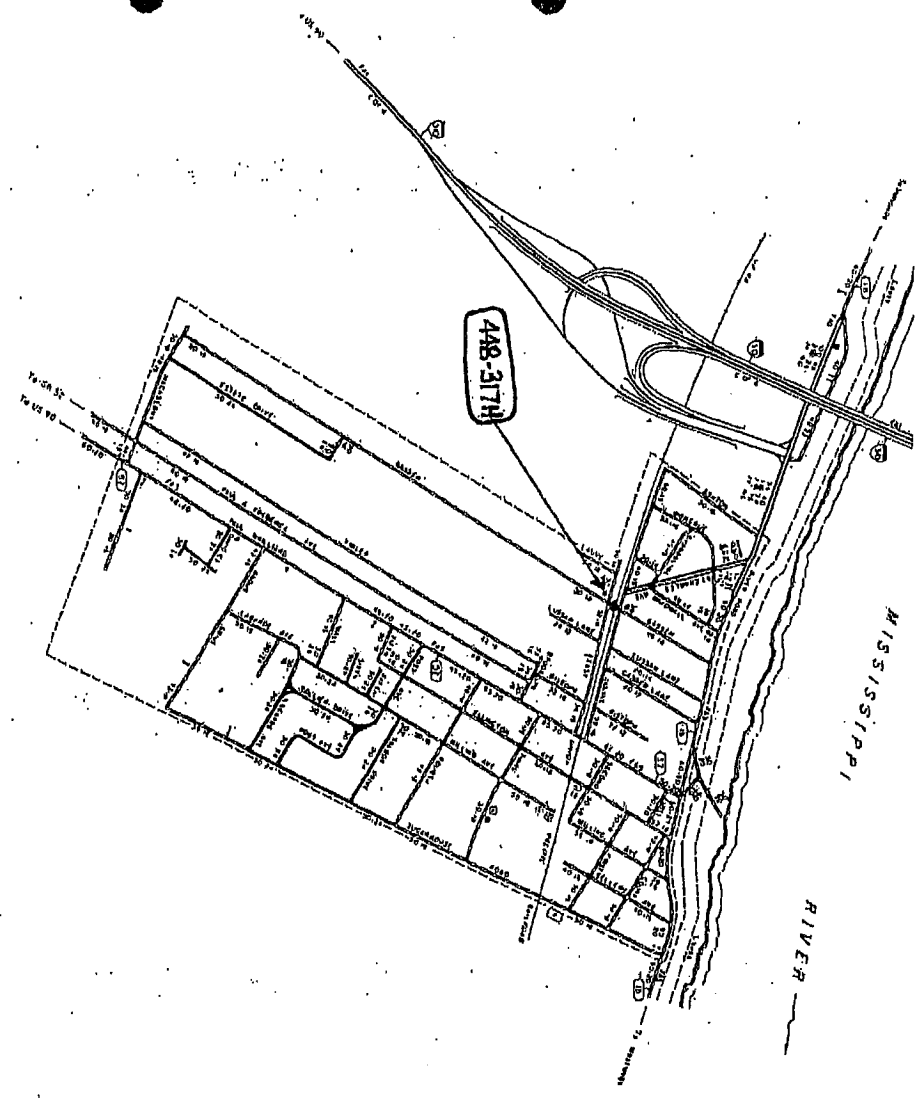
NOTE: OWNERS AND ADJACENT PROPERTY OWNERS SHOULD BE ADVISED BY THE ENGINEER OF ANY PROPOSED CHANGES TO THE PUBLIC WORKS DRAWINGS.

SCALE: 1" = 30'

| STATION | 1+00 | 2+00 | 3+00 | 4+00 | 5+00 |
|---------|------|------|------|------|------|
| 15 | | | | | |
| 14 | | | | | |
| 13 | | | | | |
| 12 | | | | | |
| 11 | | | | | |
| 10 | | | | | |
| 9 | | | | | |
| 8 | | | | | |
| 7 | | | | | |
| 6 | | | | | |

SHEET NO. 1 OF 1

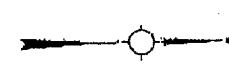
DATE: 10/1/20



MISSISSIPPI RIVER

448-317N

OF ACCESS
 TO THE
 PUBLIC
 RECORDS
 SYSTEM
 OF THE
 STATE OF
 MISSISSIPPI
 UNDER
 SECTION
 1-1-1
 OF THE
 MISSISSIPPI
 CONSTITUTION
 AND
 SECTION
 1-1-1
 OF THE
 MISSISSIPPI
 PUBLIC
 RECORDS
 ACT
 OF 1968
 (H.B. 251)
 AND
 SECTION
 1-1-1
 OF THE
 MISSISSIPPI
 PUBLIC
 RECORDS
 ACT
 OF 1970
 (H.B. 251)
 AND
 SECTION
 1-1-1
 OF THE
 MISSISSIPPI
 PUBLIC
 RECORDS
 ACT
 OF 1972
 (H.B. 251)



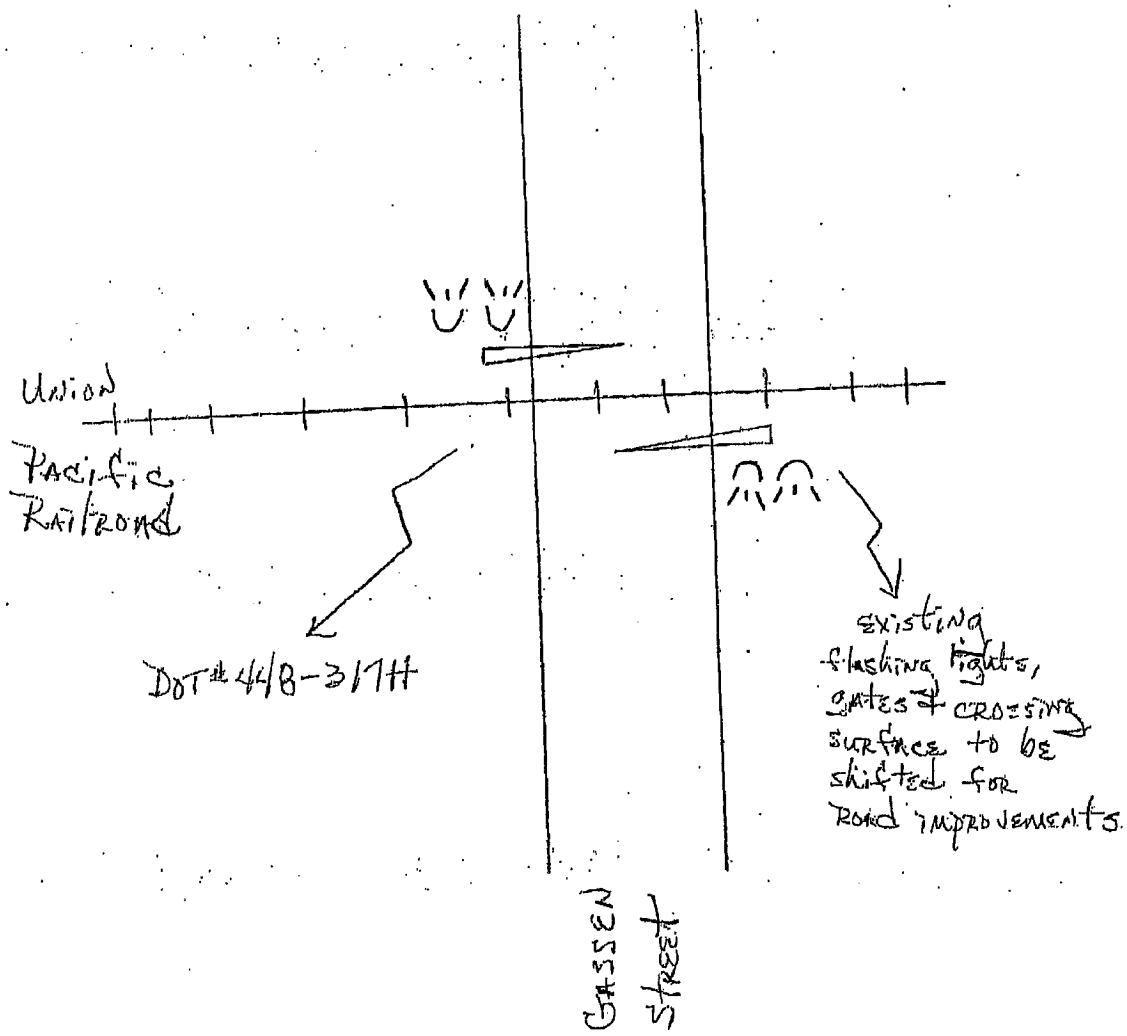
1:135 - 821E



| | | | |
|----------|------|----|-------------|
| REVISION | DATE | BY | DESCRIPTION |
| | | | |
| | | | |

The Engineering Department of
 TRANSPORTATION AND DEVELOPMENT
 HAS REVIEWED AND APPROVED THIS
 PLAN FOR THE CITY OF LULING,
 MISSISSIPPI.
 UNINCORPORATED UNDER AREA
 LULING, LA.
 ST. CHARLES PARISH
 NEW ORLEANS, LA.
 PROJECT NUMBER: 448-317N

SP 714-45-0004
Luling, LA



Union
Pacific
Railroad

DOT # 448-317H

existing
flashing lights,
gates & crossing
surface to be
shifted for
road improvements.

Cassen
Street

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD

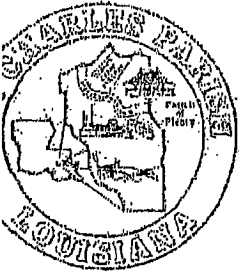
448 317 H

DESCRIPTION OF WORK:
INSTALL AUTOMATIC FLASHING LIGHT CROSSING SIGNALS
WITH GATES AT:
LULING, LA., GASSER ST., MP 22.25, LIVONIA SUBDIVISION
WORK TO BE PERFORMED BY RAILROAD WITH EXPENSE AS BELOW:
SIGNAL - FEDERAL/STATE - 100%

PID: 47514 ANO: MP, SUBDIV: 22.25, LIVONIA
SERVICE UNIT: 08 CITY: LULING STATE: LA

| DESCRIPTION | QTY | UNIT | LABOR | MATERIAL | RECORD | UPRR | TOTAL |
|--------------------------------------|-------|------|--------------|--------------|--------------|-------|--------------|
| ENGINEERING WORK | | | | | | | 900 |
| FIELD PREP | | | 900 | | | | 900 |
| CONTRACT | | | | 1693 | | | 1693 |
| ENGINEERING | | | | | | 999 | 999 |
| FOREIGN LINE FREIGHT | | | | 616 | | | 616 |
| LABOR ADDITIVE 103% | 17251 | | | | | 17251 | 17251 |
| PERSONAL EXPENSES | | | | 9750 | | | 9750 |
| RECORD-INSPE | | | | | | 2737 | 2737 |
| SIG-HWY MNG | 2737 | | | | | | 2737 |
| TRANSPORTATION CHARGES | | | | | | 13013 | 13013 |
| | | | | 338 | | | 338 |
| TOTAL ENGINEERING | | | 34900 | 12397 | 47297 | | 47297 |
| SIGNAL WORK | | | | | | | 846 |
| MATL STORE EXPENSE | | | | 846 | | | 846 |
| SALES TAX | | | | 677 | | | 677 |
| SIGNAL | | | | 16933 | | | 16933 |
| TOTAL SIGNAL | | | | 18456 | 18456 | | 18456 |
| TRACK & SURFACE WORK | | | | | | | 913 |
| LABOR ADDITIVE 103% | | | 913 | | | | 913 |
| SIG-HWY MNG | | | 887 | | | | 887 |
| TOTAL TRACK & SURFACE | | | 1800 | | 1800 | | 1800 |
| LABOR/MATERIAL EXPENSE | | | 36700 | 30853 | | | 67553 |
| RECOLLECTIBLE/UPRR EXPENSE | | | | | 67553 | | 67553 |
| ESTIMATED PROJECT COST | | | | | | 0 | 0 |
| EXISTING REUSEABLE MATERIAL CREDIT | | | | | | 0 | 0 |
| SALVAGE NONREUSEABLE MATERIAL CREDIT | | | | | | | |
| RECOLLECTIBLE DEBS CREDITS | | | | | | | |

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.



ST. CHARLES PARISH

OFFICE OF THE PARISH PRESIDENT

P.O. BOX 302 • MAHNVILLE, LOUISIANA 70057
(985) 783-5000 • FAX (985) 783-5015

ALBERT D. LAQUE
PARISH PRESIDENT

September 26, 2003

Mr. Bill Shrewsberry
Highway / Rail Safety Engineer
Department of Transportation and Development
Post Office Box 94245, Room 501 P
Baton Rouge, LA 70804-9245

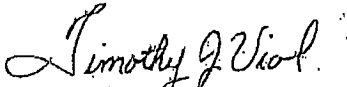
Re: Union Pacific Railroad
Ashton Plantation Blvd. and Gassen Street
Luling

Dear Mr Shrewsberry,

Enclosed are the design plans for the rail crossing improvements at Ashton Plantation Blvd and Gassen Street in Luling as per our conversation on September 24, 2003. All roadway improvements will be funded by local sources and state assistance is being sought for signalization and related improvements to be constructed by Union Pacific Railroad.

I look forward to a follow up meeting to move this most important project forward.

Sincerely,

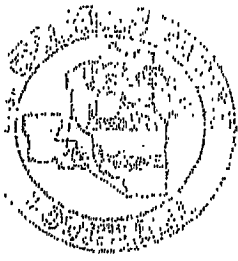

Timothy J. Vial
Chief Administrative Officer

TJV/kr

10-18-03

Is roadway wide enough at UP? Parish to work w/UP. Parish to close a public road. A question are the raised median extending too far from UP for moves (mainly lefts) from Easy and Luling Streets?





ALBERT D. LAQUE
PARISH PRESIDENT

ST. CHARLES PARISH
OFFICE OF THE PARISH PRESIDENT

PO BOX 2000, MONROE, LOUISIANA 70133
PHONE: (504) 235-1234 FAX: (504) 235-1235
Website: www.stcharlesparish.gov Email: info@stcharlesparish.gov

March 18, 2004

Mr. Carlton Bell
Railroad Safety Division
Louisiana Department of Transportation & Development
Post Office Box 9425
Baton Rouge, LA 70804-9245

Re: Ashton Plantation Boulevard
Union Pacific Railroad
Luling, LA

Dear Mr. Bell,

I am writing regarding the railroad improvements for Ashton Plantation Subdivision at the Union Pacific Railroad in Luling, Louisiana. Ashton Plantation Subdivision is a Planned Community of 2,000 homes along with associated Commercial Development located on 1,240 acres. Ashton Plantation will bring long-term substantial economic benefits to St. Charles Parish over the next twenty years with construction related expenditures projected to pump \$160,000,000.00 new dollars into the area economy and a recurring annual impact of nearly \$20,000,000.00.

The Parish Government and the Public School System currently own nineteen acres of land to be used for a new Public School and a Public Recreational Facility, both of which can not be constructed until the Railroad Crossing Improvements are completed.

All improvements for Ashton Plantation Boulevard are being made in accordance with the St. Charles Parish Code of Ordinances, including all required railroad safety features, and shall be accepted into the Parish Public Road System upon completion.

St. Charles Parish also hereby agrees to maintain advance warning signs and pavement markings at the Ashton Plantation Boulevard and Union Pacific Railroad grade crossing.

Thanking you for your continued assistance on this most important development project in St. Charles Parish, I remain

Sincerely,

Albert D. Laque
Parish President

MAR 25 2004

ADL/kr

NOTED W/0 CHENEWEERRY, JR.



PARISH OF ST. LANDRY
LOUISIANA

March 16, 2004

CLERK OF COURSE
PARISH
NEW ORLEANS, LOUISIANA
DESIGNATED IN THE
CONSTITUTION
OFFICE OF THE CLERK
NEW ORLEANS, LOUISIANA
OFFICE OF THE CLERK
NEW ORLEANS, LOUISIANA
OFFICE OF THE CLERK
NEW ORLEANS, LOUISIANA
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NEW ORLEANS, LOUISIANA
OFFICE OF THE CLERK
NEW ORLEANS, LOUISIANA
OFFICE OF THE CLERK
NEW ORLEANS, LOUISIANA

714-45-0004

MAR 17 2004

Mr. Bill Shrewsberry
Highway/Rail Safety Engineer
Department of Transportation & Development
P.O. Box 94245
Baton Rouge, LA 70804-9245

Re: Union Pacific Railroad Crossing Closure
Ellington Avenue, Luling

Dear Mr. Shrewsberry:

On Monday, March 8, 2004, the Parish Council adopted Ordinance No. 04-3-3 approving and authorizing the closure of the Ellington Avenue - Union Pacific Railroad Crossing in Luling.

A copy of the ordinance is enclosed for your records. Please notify the appropriate parties of the Council's action in this regard.

Sincerely,

Barbara Jacob-Tucker
BARBARA JACOB-TUCKER
COUNCIL SECRETARY

BJT/sm

enclosure

cc: Parish Council
Mr. Bobby Raymond

NOTED WC SHREWSBERRY, JR.

2004-0081

INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT
ORDINANCE NO. 04-3-3

An ordinance to approve and authorize the closure of
the Ellington Avenue - Union Pacific Railroad Crossing
in Luling.

WHEREAS, the Parish currently has public railroad crossings at Gassen St., Ellington Ave., and Sugarhouse Rd. in Luling and the State has a public railroad crossing at Paul Maillard Road (LA 52); and,

WHEREAS, in order to facilitate the upgrade of the signalization at crossings through this area of Luling, utilizing funding from the Louisiana Department of Transportation and Development, Highway/Rail Safety Program, it is necessary to eliminate one "at grade" roadway crossing in this area; and,

WHEREAS, the elimination of this crossing would also allow for the Union Pacific Railroad to permit the construction of a state-of-the-art crossing at Ashton Plantation, thereby allowing for construction to commence on this development without direct access through established Residential areas.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That we do hereby authorize the closure of the Ellington Ave. Union Pacific Railroad Crossing in Luling.

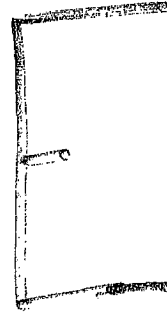
SECTION II. That the Parish President is hereby authorized to order said closure upon the upgrade of signalization in the Luling Area and the installation and acceptance of the Ashton Blvd. - Union Pacific Railroad Crossing.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: MARINO, HILAIRE, RAMCHANDRAN, WALLS, BLACK, DUHE
DUHE: FAUCHEUX, FABRE, MINNICH
ABSENT: NONE

And the ordinance was declared adopted this 8th day of March, 2004, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Lance Marano
SECRETARY: Barbara Jane Jackson
CLERK/PARISH PRESIDENT: March 9, 2004
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: Albert D. Laque
RETD/SECRETARY: March 10, 2004
AT: 1:57 pm RECD. BY: BJJ



STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
HIGHWAY/RAIL ON-SITE INSPECTION
CHECK LIST AND RECOMMENDATIONS

Date: March 29, 2004
District: 02
Parish: St. Charles

State Project No: 714-45-0006 P.A.P. No. STP-4503(508) Name: UPI/Luling
Route: _____ Street Name: Ashton Plantation Blvd DOT No.: new RR Milepost: _____
Tracks at Crossing: Main 1 Other (specify) _____ Max. Train Speed: 60
Dolly Trains Through: 18 Switching: 0
Estimated Hwy. Average Daily Traffic (ADT): 772 Route Speed (mph): 77
Crossing angle to Road angle: 90-90 RR Crossing surface type: new Number of road lanes: 2
Type/classification/description of roadway: Minor Arterial
Existing Level of RR Warning Devices: crossing new Closure Potential: Ellington Avenue

Recommendations

Proposed RR Warning Devices:

Active
Standard F/L's: 2 Are any extra sets of lights needed? (see sketch)
Standard Cantilevered F/L's: _____
Gates: 2
Bells are to be provided w/RR active warning.
Description of proposed work: new railroad crossing for proposed new subdivision

Passive

Standard Crossbucks: _____
Standard Stop Signs: _____
Description of proposed work: _____

Proposed RR Crossing Surface:

Proposed Crossing Type: _____ All crossings are to have DOTD standard subbase treatment and extend fully through the roadway surface and shoulders (if curbed, appropriate offsets).
State Highway Detour must be okayed by DOTD District office.

Description of proposed work: _____

On-Site Attendees:


DOTD Attendees: Phone discussion with Bill Shrawsberry (LA DOTD) and Ken Rouss (UP)

RR Attendees: _____

Other Attendees: _____

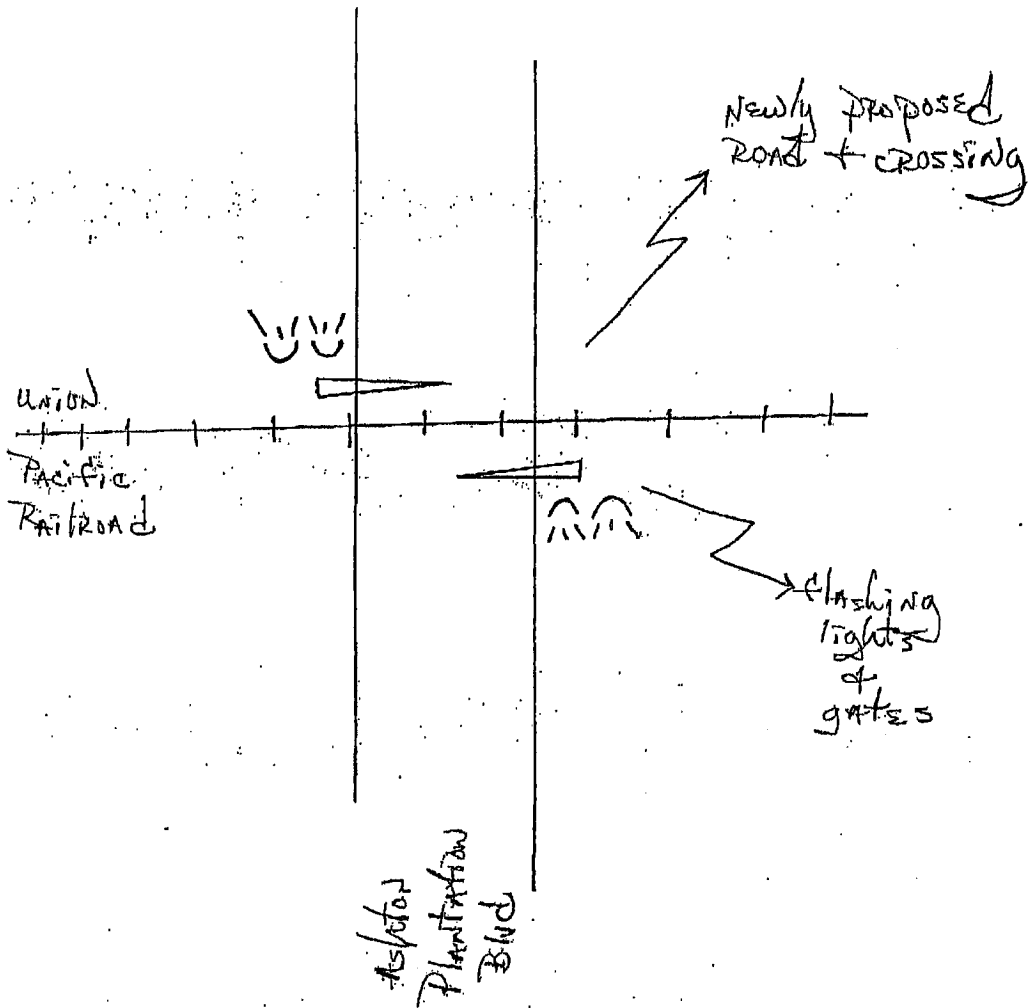
Advanced by Rail Agreement Engineer

Approved by Highway/Rail Safety Engineer

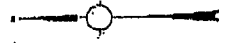


State Project # 714-45-000
DOT# - NEW
Luling, LA

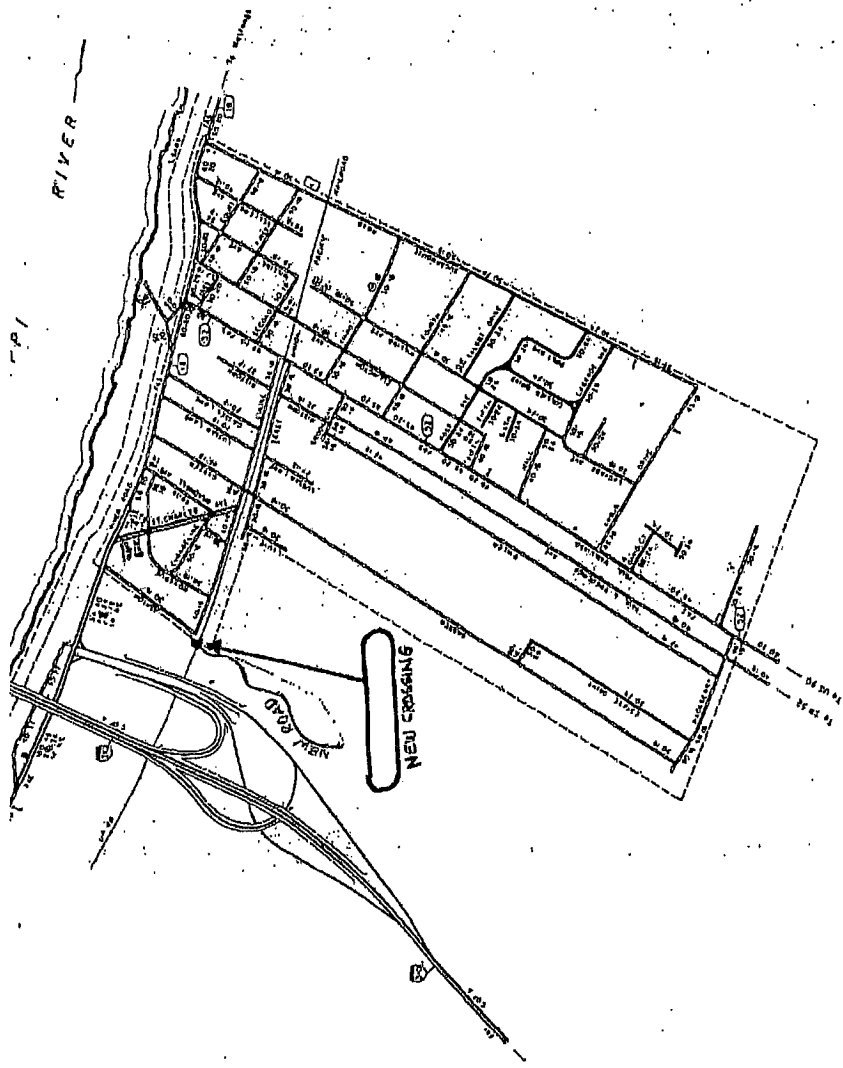
N
1



- 146 HIGHWAY SYSTEM
- 147 AIRPORT
- 148 RAILROAD
- 149 CANAL
- 150 RIVER
- 151 LAKE
- 152 WOODS
- 153 SWAMP
- 154 SAND BAR
- 155 SAND PIT
- 156 SAND SPIT
- 157 SAND POINT
- 158 SAND BAR
- 159 SAND PIT
- 160 SAND SPIT
- 161 SAND POINT
- 162 SAND BAR
- 163 SAND PIT
- 164 SAND SPIT
- 165 SAND POINT
- 166 SAND BAR
- 167 SAND PIT
- 168 SAND SPIT
- 169 SAND POINT
- 170 SAND BAR
- 171 SAND PIT
- 172 SAND SPIT
- 173 SAND POINT
- 174 SAND BAR
- 175 SAND PIT
- 176 SAND SPIT
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- 179 SAND PIT
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- 191 SAND PIT
- 192 SAND SPIT
- 193 SAND POINT
- 194 SAND BAR
- 195 SAND PIT
- 196 SAND SPIT
- 197 SAND POINT
- 198 SAND BAR
- 199 SAND PIT
- 200 SAND SPIT



1:100 - R212



The Project Engineer of
 TRANSPORTATION DISTRICT
 TRAFFIC and SIGNAL DIVISION
 INCORPORATED UNDER LAWS
 OF THE STATE OF CALIFORNIA
 LULING, L.A.
 ST. CHARLES PARISH
 New Orleans, Louisiana

| | |
|----------|----------|
| REVISION | SCHEDULE |
| 1 | 1 |
| 2 | 2 |
| 3 | 3 |
| 4 | 4 |
| 5 | 5 |
| 6 | 6 |
| 7 | 7 |
| 8 | 8 |
| 9 | 9 |
| 10 | 10 |

DATE: 2004-06-14

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD

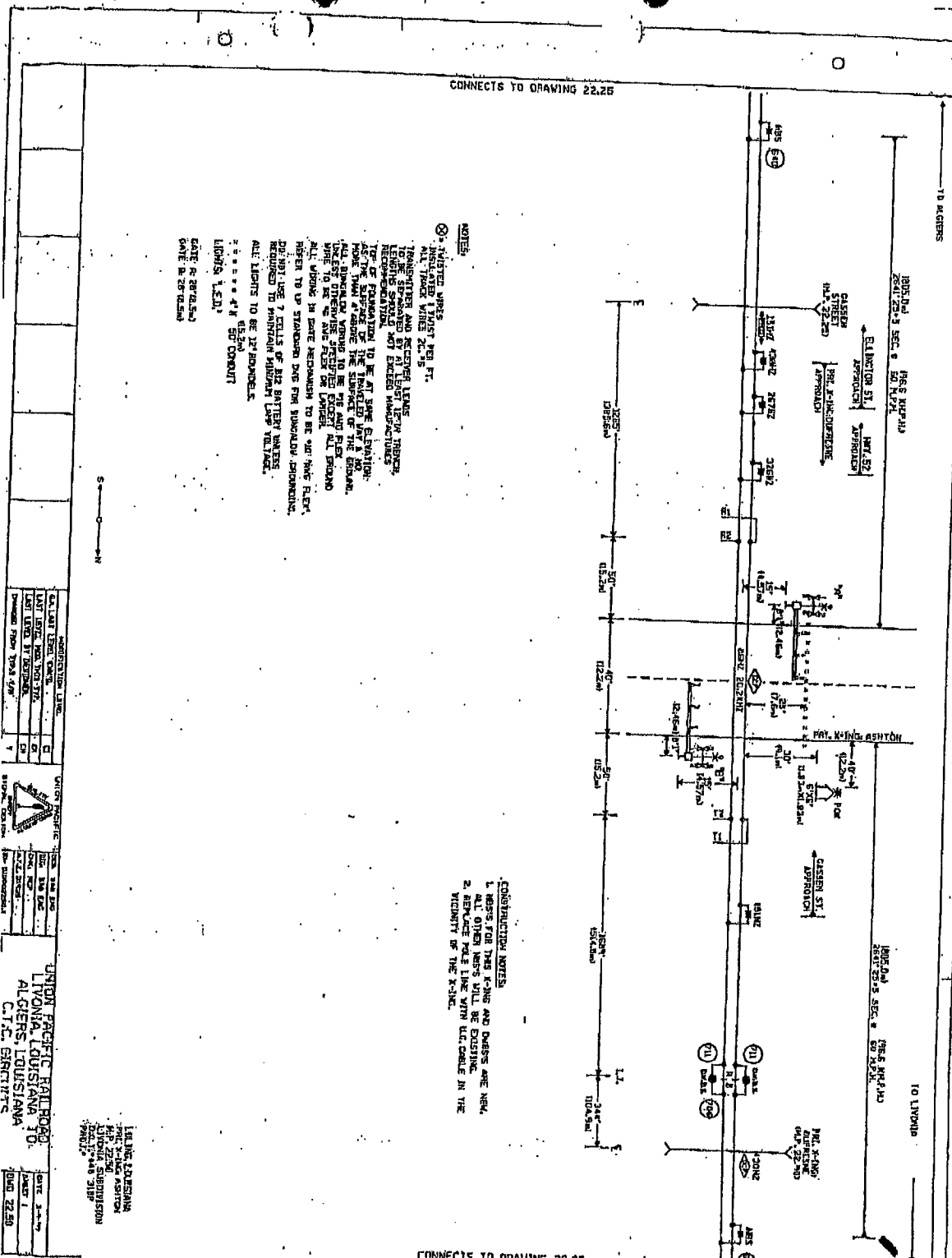
DESCRIPTION OF WORK:
INSTALL AUTOMATIC FLASHING LIGHT CROSSING SIGNALS
WITH GATES AT:
PRIVATE CROSSING, M.P. 22.50, LULING, LA. ON THE LIVONIA SUBDIVISION
WORK TO BE PERFORMED BY RAILROAD WITH EXPENSE AS BELOW:
SIGNAL - FEDERAL/STATE - 100%

PID: 32510 AWD: 31925 MP. SUBDIV: 22.50, LIVONIA
SERVICE UNIT: 08 CITY: EMT (ASHTON) STATE: LA

448 3184

| DESCRIPTION | QTY | UNIT | LABOR | MATERIAL | RECOLL | UFR | TOTAL |
|-------------------------------------|-------|------|-------|--------------|--------------|--------------|--------------|
| ENGINEERING WORK | | | | | 900 | | 900 |
| ILL. PREP | | | | 900 | | | 900 |
| CONTRACT | 1747 | | | 5646 | 5646 | | 1747 |
| ENGINEERING | | | | 2055 | 2055 | | 2055 |
| FOREIGN LINE FREIGHT | 27984 | | | | 27984 | | 27984 |
| LABOR ADDITIVE 103 | | | | 16125 | 16125 | | 16125 |
| PERSONAL EXPENSES | 2737 | | | | 2737 | | 2737 |
| RECOLL-INSUR | 22685 | | | | 22685 | | 22685 |
| SIG-HWY XNG | | | | 1129 | 1129 | | 1129 |
| TRANSPORTATION CHARGES | | | | | | | |
| TOTAL ENGINEERING | | | | 56053 | 24955 | 81008 | 81008 |
| SIGNAL WORK | | | | | 2823 | | 2823 |
| MAIL STORE EXPENSE | | | | | 2258 | | 2258 |
| SALES TAX | | | | 56464 | 56464 | | 56464 |
| SIGNAL | | | | | | | |
| TOTAL SIGNAL | | | | | 61545 | 61545 | 61545 |
| TRACK & SURFACE WORK | | | | | 461 | | 461 |
| LABOR ADDITIVE 103* | | | | | 447 | | 447 |
| SIG-HWY XNG | | | | | | | |
| TOTAL TRACK & SURFACE | | | | | 908 | 908 | 908 |
| LABOR/MATERIAL EXPENSE | | | | 56961 | 86500 | | |
| RECOLLECTIBLE/UFR EXPENSE | | | | | 143461 | 0 | 143461 |
| ESTIMATED PROJECT COST | | | | | | | |
| EXISTING REUSABLE MATERIAL CREDIT | | | | | 0 | | |
| SALVAGE NONREUSABLE MATERIAL CREDIT | | | | | 0 | | |
| RECOLLECTIBLE LESS CREDITS | | | | | | | |

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.



CONNECTS TO DRAWING 22.26

10 ACROSS

10 LYONIA

NOTES:

1. INSULATED WIRE PER FT. THICK WIRE 21.75

2. THE SPACER AND RECEIVER LEADS TO BE STRENGTHENED TO EXCEED MANUFACTURER'S LENGTHS SHOULD NOT EXCEED MANUFACTURER'S TOP OF FRAME.

3. AS THE SPACER IS BE AT SAME ELEVATION FROM THAN ABOVE THE SUPPORT OF THE BOARD, THE SPACER WIRING TO BE PER AND PER WIRE TO BE IN THE FLAT ON LOWER ALL BOARD ALL WORK IN DATE MECHANISM TO BE ON THE FLAT.

4. DO NOT USE 7 FEET OF TWO PATTEN WIRE REQUIRED TO MAINTAIN MINIMUM CLEARANCE.

5. ALL LIGHTS TO BE 22 POUNDS.

6. ***** 4" 50' CROWN

7. ***** 4" 50' CROWN

LIBERTY, I.C.D.

DATE: 10-20-2010

DATE: 10-20-2010

CONSTRUCTION NOTES:

1. SPACER FOR THIS P-OLE AND CROSS ARE NEW, ALL OTHERS WILL BE EXISTING.

2. REPLACE P-OLE LINE WITH CABLE IN THE VICINITY OF THE P-OLE.

| ADMINISTRATIVE LINE | |
|---------------------|---|
| DATE LAST REVISED | 0 |
| DATE LAST REVISED | 0 |
| DATE LAST REVISED | 0 |
| DATE LAST REVISED | 0 |
| DATE LAST REVISED | 0 |

| UNIT PROJECT | |
|------------------|----------|
| NO. OF SHEETS | 10 |
| TOTAL SHEETS | 10 |
| DATE OF ISSUE | 10/20/10 |
| DATE OF REVISION | |
| DATE OF REVISION | |

UNION PACIFIC RAILROAD
 LYONIA, LOUISIANA 10.
 ALCIERS, LOUISIANA
 C.T.C. BRIDGE

| LEADING DRAWING | |
|-----------------|----------|
| DATE | 10/20/10 |
| BY | 1 |
| NO. | 22.50 |

LEADING DRAWING
 PUL-KING ASHTON
 LYONIA SUBDIVISION
 DATE: 10/20/10



ALBERT D. LAQUE
PARISH PRESIDENT

March 18, 2004

Mr. Carlton Bell
Railroad Safety Division
Louisiana Department of Transportation & Development
Post Office Box 9425
Baton Rouge, LA 70804-9245

Re: Ashton Plantation Boulevard
Union Pacific Railroad
Luling, LA

Dear Mr. Bell,

I am writing regarding the railroad improvements for Ashton Plantation Subdivision at the Union Pacific Railroad in Luling, Louisiana. Ashton Plantation Subdivision is a Planned Community of 2,000 homes along with associated Commercial Development located on 1,240 acres. Ashton Plantation will bring long-term substantial economic benefits to St. Charles Parish over the next twenty years with construction related expenditures projected to pump \$160,000,000.00 new dollars into the area economy and a recurring annual impact of nearly \$20,000,000.00.

The Parish Government and the Public School System currently own nineteen acres of land to be used for a new Public School and a Public Recreational Facility, both of which can not be constructed until the Railroad Crossing Improvements are completed.

All improvements for Ashton Plantation Boulevard are being made in accordance with the St. Charles Parish Code of Ordinances, including all required railroad safety features, and shall be accepted into the Parish Public Road System upon completion.

St. Charles Parish also hereby agrees to maintain advance warning signs and pavement markings at the Ashton Plantation Boulevard and Union Pacific Railroad grade crossing.

Thanking you for your continued assistance on this most important development project in St. Charles Parish, I remain

Sincerely,

Albert D. Laque
Parish President

ADL/kr

MAR 25 2004

NOTED W/3 BREWSTER, JR.

2004-0081

INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT
ORDINANCE NO. 04-3-3

An ordinance to approve and authorize the closure of
the Ellington Avenue - Union Pacific Railroad Crossing
in Luling.

WHEREAS, the Parish currently has public railroad crossings at Gassen St., Ellington Ave., and Sugarhouse Rd. in Luling and the State has a public railroad crossing at Paul Maillard Road (LA 52); and,

WHEREAS, in order to facilitate the upgrade of the signalization at crossings through this area of Luling, utilizing funding from the Louisiana Department of Transportation and Development, Highway/Rail Safety Program, it is necessary to eliminate one "at grade" roadway crossing in this area; and,

WHEREAS, the elimination of this crossing would also allow for the Union Pacific Railroad to permit the construction of a state-of-the-art crossing at Ashton Plantation, thereby allowing for construction to commence on this development without direct access through established Residential areas.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That we do hereby authorize the closure of the Ellington Ave. Union Pacific Railroad Crossing in Luling.

SECTION II. That the Parish President is hereby authorized to order said closure upon the upgrade of signalization in the Luling Area and the installation and acceptance of the Ashton Blvd. - Union Pacific Railroad Crossing.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: MARINO, HILAIRE, RAMCHANDRAN, WALLS, BLACK, DUHE

DUHE: FAUCHEUX, FABRE, MINNICH

ABSENT: NONE

And the ordinance was declared adopted this 8th day of March, 2004, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Lance Marins

SECRETARY: Archie J. Tucker

CLERK/PARISH PRESIDENT: March 9, 2004

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Albert D. Laque

RETD/SECRETARY: March 10, 2004

AT: 1:51 pm RECD BY: BJD



March 16, 2004

LARRY MATHIS
CHAIRMAN
COUNCIL DISTRICT 1

BENJAMIN J. PHILLIPS
VICE CHAIRMAN
COUNCIL DISTRICT 1

CLAYTON "BOCKY" RAYMOND
COUNCIL DISTRICT 1

BRIAN A. FABRE
COUNCIL DISTRICT 1

FRANK RAYMOND
COUNCIL DISTRICT 1

GERRY WALKER
COUNCIL DISTRICT 1

APRIL SLACK
COUNCIL DISTRICT 1

DICKIE DUKE
COUNCIL DISTRICT 1

BARRY MINNICH
COUNCIL DISTRICT 1

714-45-0004

MAR 17 2004

Mr. Bill Shrewsberry
Highway/Rail Safety Engineer
Department of Transportation & Development
P.O. Box 94245
Baton Rouge, LA 70804-9245

Re: Union Pacific Railroad Crossing Closure
Ellington Avenue, Luling

Dear Mr. Shrewsberry:

On Monday, March 8, 2004, the Parish Council adopted Ordinance No. 04-3-3 approving and authorizing the closure of the Ellington Avenue - Union Pacific Railroad Crossing in Luling.

A copy of the ordinance is enclosed for your records. Please notify the appropriate parties of the Council's action in this regard.

Sincerely,

BARBARA JACOB-TUCKER
COUNCIL SECRETARY

BJT/sm

enclosure

cc: Parish Council
Mr. Bobby Raymond

NOTED WC SHREWSBERRY, JR.

F

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 200____, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (the "Railroad"); and _____
(Name of Contractor)

a _____ corporation (the "Contractor").
(State of Incorporation)

RECITALS:

Contractor has been hired by (the) *Political Body* to perform work relating to purpose (the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of Location, which work is the subject of a contract dated _____ between Railroad and (the) Political Body.
(Date of C&M Agreement)

Contractor has requested Railroad to permit it to perform the work on the portion of Railroad's property shown on the print marked Exhibit A, attached hereto and hereby made a part hereof, and Railroad is agreeable thereto, subject to the following terms and conditions.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to the Contractor shall include the Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

The Railroad hereby grants to the Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing any work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS A, B, C AND D.

The terms and conditions contained in Exhibit A, Exhibit B, Exhibit C and Exhibit D, attached hereto, are hereby made a part of this agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. The Contractor shall bear any and all costs and expenses associated with any work performed by the Contractor, or any costs or expenses incurred by the Railroad relating to this agreement.

B. The Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

MTM Mailing Address & Phone Number

C. The Contractor, at its own expense, shall adequately police and supervise all work to be performed by the Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of the Contractor for safe conduct and adequate policing and supervision of the Contractor's work shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications involving the work, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad Representative, or by compliance by the Contractor with any requests or recommendations made by the Railroad Representative.

ARTICLE 5 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until

_____, unless sooner terminated as herein provided, or at such time as Contractor has
(*Expiration Date*)

completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 6 - CERTIFICATE OF INSURANCE.

A. Before commencing any work, Contractor will provide Railroad with the insurance binders, policies, certificates and/or endorsements set forth in **Exhibit C** of this agreement.

B. All insurance correspondence, binders, policies, certificates and/or endorsements shall be directed to:

Union Pacific Railroad Company
1800 Farnam Street
Omaha NE 68102
Attn.: Director Contracts
Folder No.: Folder Number

ARTICLE 7 - DISMISSAL OF CONTRACTOR/SUBCONTRACTOR EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad property any employee of Contractor or any subcontractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad property.

ARTICLE 8 - ADMINISTRATIVE FEE.

Contractor shall pay to Railroad **FIVE HUNDRED DOLLARS (\$500.00)** as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 9 - CROSSINGS.

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

ARTICLE 10 - EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored on Railroad property without the prior written approval of the Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____
Senior Manager Contracts

WITNESS:

(Name of Contractor)

By: _____

Title: _____

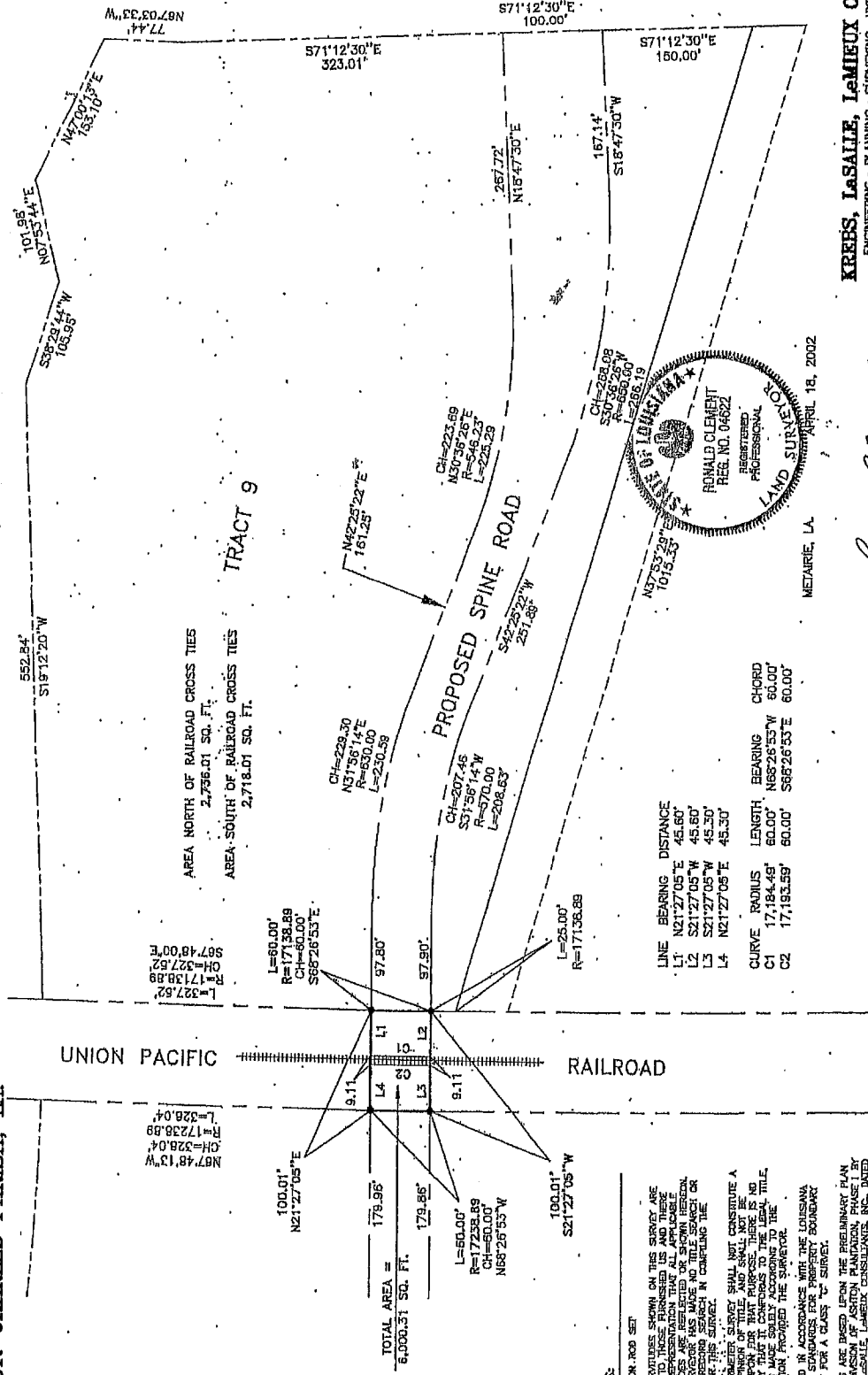
F A

**SURVEY OF A PORTION OF PROPOSED SPINE ROAD
ASHTON PLANTATION, PHASE I
ST. CHARLES PARISH, LA.**

INTERSTATE HWY. NO. 310

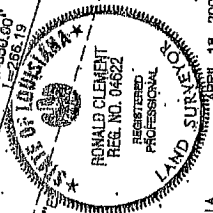
TRACT 9

MISSISSIPPI RIVER (SIDE)
LA - 18 RIVER ROAD



NOTES:
 ● = FOR ROAD SET
 THE SPANLINES SHOWN ON THIS SURVEY ARE TO BE CONSIDERED AS A PRELIMINARY PLAN AND REPRESENTATION THAT ALL APPLICABLE SERVICES ARE REFLECTED OR SHOWN HEREON. THE SURVEYOR HAS MADE NO TITLE SEARCH OR RESEARCH OF RECORDS IN CONNECTION WITH THIS SURVEY.
 THIS PRELIMINARY SURVEY SHALL NOT CONSTITUTE A LEGAL OPINION OF TITLE, AND SHALL NOT BE RELIED UPON FOR THAT PURPOSE. THERE IS NO WARRANTY OF ANY KIND MADE BY THE SURVEYOR AND HIS FIRM AS TO THE ACCURACY OF THE INFORMATION PROVIDED BY THE SURVEYOR.
 SURVEYED IN ACCORDANCE WITH THE LOUISIANA MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS FOR A CLASS "A" SURVEY.
 BEARINGS ARE BASED UPON THE PRELIMINARY PLAN OF ASHTON PLANTATION, PHASE I, DATED JULY 12, 1984, LAST REVISED JANUARY 15, 2001.

| LINE | BEARING | DISTANCE | CURVE | RADIUS | LENGTH | BEARING | CHORD |
|------|-------------|----------|-------|------------|--------|-------------|--------|
| L1 | N21°27'05"E | 45.60' | C1 | 17,184.49' | 60.00' | N68°26'53"E | 60.00' |
| L2 | S21°27'05"W | 45.60' | C2 | 17,193.59' | 60.00' | S68°26'53"E | 60.00' |
| L3 | S21°27'05"W | 45.30' | | | | | |
| L4 | N21°27'05"E | 45.30' | | | | | |



KREBS, LASALLE, LAMIEUX CONSULTANTS, INC.
 ENGINEERING • PLANNING • SURVEYING • HYDROLOGY • ENVIRONMENTAL
 3013 27TH ST. METAIRIE, LA. 70002 (504)837-9470
 2107 N. CAUSEWAY BLVD. SUITE F, MANDEVILLE, LA. 70448 (504)824-5125

BY: *Ronald Clement*
 RONALD CLEMENT, P.L.S. REG. NO. 04622

Exhibit "A"

JOB No. D20112 SCALE: 1" = 100'

F B

EXHIBIT B

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

TERMS AND CONDITIONS

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

A. The Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least ten (10) working days in advance of proposed performance of any work by the Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such ten (10)-day notice, the Railroad Representative will determine and inform the Contractor whether a flagman need be present and whether the Contractor need implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by the Railroad, such services will be provided at Contractor's expense with the understanding that if the Railroad provides any flagging or other services, the Contractor shall not be relieved of any of its responsibilities or liabilities set forth herein. Contractor shall promptly pay to Railroad all charges connected with such services within thirty (30) days after presentation of a bill.

B. The rate of pay per hour for each man will be the prevailing hourly rate in effect for an eight hour day for the class of men used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect on the day of execution of this agreement. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays; two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between the Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized Governmental Agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, the Contractor shall pay on the basis of the new rates and charges.

C. Reimbursement to the Railroad will be required covering the full eight hour day during which any flagman is furnished, unless he can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by said flagman following his assignment to work on the project for which the Railroad is required to pay the flagman and which could not reasonably be avoided by the Railroad by assignment of such flagman to other work, even though the Contractor may not be working during such time. When it becomes necessary for the Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, the Contractor must provide the Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5)-days notice of cessation is not given, the Contractor will still be required to pay flagging charges for the five (5)-day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to the Railroad if flagging service are needed again after such five day cessation notice has been given Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of the Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Railroad without liability to the Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Railroad's property, and others) and the right of the Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. The Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of the Railroad, including without limitation, the operations of the Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or

permitted to be done by the Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of the Railroad's nearest track, and there shall be no vehicular crossings of Railroad's tracks except at existing open public crossings.

B. Operations of the Railroad and work performed by the Railroad personnel and delays in the work to be performed by the Contractor caused by such railroad operations and work are expected by the Contractor, and Contractor agrees that the Railroad shall have no liability to Contractor, its subcontractors or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of the Railroad and third parties so as to avoid interference with railroad operations. The safe operation of the Railroad takes precedence over any work to be performed by the Contractor.

Section 4. LIENS.

The Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. The Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of the Railroad for any such work performed. The Contractor shall indemnify and hold harmless the Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If the Contractor fails to promptly cause any lien to be released of record, the Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. The Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, the Contractor shall indemnify, defend and hold the Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of the Contractor, its contractor, agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this agreement, the Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by the Contractor. The Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. The Contractor shall at a minimum comply with the Railroad's safety standards listed in Exhibit D, hereto attached, to ensure uniformity with the safety standards followed by the Railroad's own forces. As a part of the Contractor's safety responsibilities, the Contractor shall notify the Railroad if the Contractor determines that any of the Railroad's safety standards are contrary to good safety practices. The Contractor shall furnish copies of Exhibit D to each of its employees before they enter on the job site.

B. Without limitation of the provisions of paragraph A above, the Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. The Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. The Contractor shall promptly notify the Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. The Contractor shall have a nondelegable duty to control its employees while they

are on the job site or any other property of the Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by the Railroad, the Contractor shall deliver to the Railroad a copy of the Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require the Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. To the extent not prohibited by applicable statute, the Contractor shall indemnify, defend and hold harmless the Railroad, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, the Contractor, or any employee of the Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by the Contractor, or (ii) any act or omission of the Contractor, its officers, agents or employees, or (iii) any breach of this agreement by the Contractor.

B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

C. The Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by the Contractor's own employees. The Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Railroad under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this agreement may be relied upon or used by the Contractor in any attempt to assert liability against the Railroad.

E. The provisions of this Section 8 shall survive the completion of any work performed by the Contractor or the termination or expiration of this agreement. In no event shall this Section 8 or any other provision of this agreement be deemed to limit any liability the Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event the Railroad authorizes the Contractor to take down any fence of the Railroad or in any manner move or disturb any of the other property of the Railroad in connection with the work to be performed by Contractor, then in that event the Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. The Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by the Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by the Contractor shall in no way impair the right of the Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective, unless made in writing and signed by the Contractor and the Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between the Contractor and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by the Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

The Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. The Contractor shall be responsible for the acts and omissions of all subcontractors, and shall require all

subcontractors to maintain the insurance coverage required to be maintained by the Contractor as provided in this agreement, and to indemnify the Contractor and the Railroad to the same extent as the Railroad is indemnified by the Contractor under this agreement.

Fc

F D

EXHIBIT C

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

INSURANCE PROVISIONS

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a single limit of at least \$5,000,000 each occurrence or claim and an aggregate limit of at least \$10,000,000. Coverage must be purchased on a post 1998 ISO or equivalent form, including but not limited to coverage for the following:

- Bodily Injury including death and personal injury
- Property damage
- Fire legal liability (Not less than the replacement value of the portion of the premises occupied)
- Products and completed operations

The policy shall also contain the following endorsements **which shall be indicated on the certificate of insurance:**

- "For purposes of this insurance, Union Pacific Railroad payments related to the Federal Employers Liability Act or a Union Pacific Wage Continuation Program or similar programs are deemed not to be either payments made or obligations assumed under any Workers Compensation, disability benefits, or unemployment compensation law or similar law."
- The exclusions for railroads (except where the Job site is more than fifty feet (50') from any railroad including but not limited to tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed.
- Coverage for Contractor's (and Railroad's) employees shall not be excluded
- Waiver of subrogation

B. Business Automobile Coverage insurance. This insurance shall contain a combined single limit of at least \$5,000,000 per occurrence or claim, including but not limited to coverage for the following:

Bodily injury and property damage

Any and all motor vehicles including owned, hired and non-owned

The policy shall also contain the following endorsements **which shall be indicated on the certificate of insurance:**

- "For purposes of this insurance, Union Pacific Railroad payments related to the Federal Employers Liability Act or a Union Pacific Wage Continuation Program or similar programs are deemed not to be either payments made or obligations assumed under any Workers Compensation, disability benefits, or unemployment compensation law or similar law."
- The exclusions for railroads (except where the Job site is more than fifty feet (50') from any railroad including but not limited to tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed.
- Motor Carrier Act Endorsement- Hazardous materials clean up (MCS-90) if required by law.

C. Workers Compensation and Employers Liability insurance including but not limited to:

- Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement
- Employers' Liability (Part B) with limits of at least
\$500,000 each accident, \$500,000 disease policy limit
\$500,000 each employee

If Workers Compensation insurance will not cover the liability of Contractor in states that require participation in state workers' compensation fund, Contractor shall comply with the laws of such states. If Contractor is self-insured, evidence of state approval must be provided along with evidence of excess workers compensation coverage. Coverage shall include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy shall also contain the following endorsement **which shall be indicated on the certificate of insurance:**

- Alternate Employer Endorsement

- D. **Umbrella or Excess Policies** In the event Contractor utilizes Umbrella or excess policies, these policies shall "follow form" and afford no less coverage than the primary policy.
- E. **Railroad Protective Liability** insurance naming only the Railroad as the insured with a combined single limit of \$2,000,000 per occurrence with a \$6,000,000 aggregate. The policy shall be broad form coverage for "Physical Damage to Property" (ISO Form CG 00 35 07 98 or equivalent). A binder stating the policy is in place must be submitted to the Railroad until the original policy is forwarded to the Railroad.

Other Requirements

- F. Punitive damage exclusion must be deleted, **which deletion shall be indicated on the certificate of insurance.**
- G. Contractor agrees to waive its right of recovery, and its insurers, through policy endorsement, agree to waive their right of subrogation against Railroad. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against Railroad for loss of its owned or leased property or property under its care, custody and control. Contractor's insurance shall be primary with respect to any insurance carried by Railroad. All waivers of subrogation **shall be indicated on the certificate of insurance.**
- H. All policy(ies) required above (excluding Workers Compensation) shall provide severability of interests and shall name Railroad as an additional insured. **Severability of interest and naming Railroad as additional insured shall be indicated on the certificate of insurance.**
- I. Prior to commencing the Work, Contractor shall furnish to Railroad original certificate(s) of insurance evidencing the required coverage, endorsements, and amendments. The certificate(s) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Railroad in writing of any cancellation or material alteration. **Upon request from Railroad, a certified duplicate original of any required policy shall be furnished.**
- J. Any insurance policy shall be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- K. Contractor **WARRANTS** that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement and acknowledges that Contractor's insurance coverage will be primary.
- L. The fact that insurance is obtained by Contractor or Railroad on behalf of Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad shall not be limited by the amount of the required insurance coverage.

EXHIBIT D

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of the Contractor as well as all employees of any subcontractor or agent of the Contractor.

I. Clothing

- A. All employees of the Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, the Contractor's employees must wear:

- (i) Waist-length shirts with sleeves.
 - (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
 - (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.
- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.
- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

The Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with the contractor's or subcontractor's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers
 - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
 -
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

The Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized workwear approved by the Railroad Representative.

- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractors must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. The Contractors will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

- A. It is the responsibility of the Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of the Contractor's equipment is unsafe for use, the Contractor shall remove such equipment from the Railroad's property. In addition, the Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
- Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

- A. The Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. The Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by the Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
- (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment of the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.