**PROPERTY ACCESS AGREEMENT**

The Undersigned Property Owner(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ owner(s) of property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_,\_\_ (the "Property"), does hereby grant unto Railroad Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ its employees, agents and contractors, the right and permission to enter upon the Property for the purpose of performing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Work").

* The Work shall be performed at the cost and expense of Railroad Name and in a manner as to avoid harm to persons or property.
* Upon completion of the Work activities previously alluded to herein, Railroad Name shall restore the Property to the condition in which it existed at the inception of this Agreement, to the extent practicable.
* The undersigned Property Owner(s) represents that it has good title to the Property and the right and power to enter into this Agreement. If Property Owner sells or otherwise transfers his property interest to another before the Work is completed, Property Owner agrees that he or she will provide a copy of this Agreement to the individual acquiring the property interest, and further agrees that any sale or transfer will require that the purchaser or transferee agree to grant Railroad Name access to the property as set forth in this Agreement.
* Railroad Name agrees to defend, indemnify and hold harmless the undersigned with regard to any claim, demand or cause of action for personal injury or property damage arising out of the Work on the Property as provided in this Agreement, to the extent that such claim, demand or cause of action is the result of the sole negligence or willful misconduct of Railroad Name or its agents, servants, employees or contractors.
* Railroad Name anticipates prompt completion of all activities on the Property within \_\_\_\_\_ days of perceiving permission to enter. This agreement will expire \_\_\_\_ days from the date of authorization below unless extended in writing by both parties.
* Prior to the Termination of the Agreement, Property Owner agrees not to interfere with or damage any aspect of the Work and will defend, indemnify and hold harmless Railroad Name and its agents, servants, employees or contractors for such damage or interference.

IN WITNESS WHEREOF, the parties hereto have hereunto duly executed this Agreement.

THE PROPERTY OWNER(S) Railroad Name

Signature(s): By:

Title:

Address:

Date: