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CCMS COVERSHEET

AUDIT NUMBER	133728	
DATE OF AGREEMENT	1982-03-17	
PARTY NAME	LOGAN, CITY OF	
TYPE OF AGREEMENT	411	
LOCATION	LOGAN	UT
CIRC7 FROM	UC224	
MILEPOST FROM	23.80	
BOX NUMBER	1866 - 0054	
BATCH NUMBER	4	

Supplement to Agreement covering
Public Road Crossings.
Logan, Utah

Work Order No. 25099

Utah Docket No. 21-888-01

Exhibit UP (PR-2)

LD No. 25436-1

Audit No. 133728

THIS SUPPLEMENTAL AGREEMENT, made and entered into as of the 31st day of March, 1983, by and between OREGON SHORT LINE RAILROAD COMPANY and its lessee, UNION PACIFIC RAILROAD COMPANY, corporations of the State of Utah (hereinafter collectively the Railroad Company) and CITY OF LOGAN, UTAH, a municipal corporation of the State of Utah (hereinafter the Second Party), WITNESSETH:

RECITALS:

Under date of March 17, 1982, the parties hereto entered into an agreement (hereinafter the Original Agreement) covering public roadway improvements and public road crossings. The Original Agreement is identified in the records of the Railroad Company as LD No. 25436, Audit No. 133728.

The Second Party now desires,

- (a) to upgrade seven (7) additional public road crossings in the locations shown on the prints dated December 2, 1982, marked Exhibit A-7, A-8, A-9, A-10, A-11, A-12 and A-13, which in addition to Exhibit prints A through A-6 attached to the Original Agreement are hereinafter collectively "said Exhibits", and
- (b) to improve, partially at Second Party's expense, and to use and to maintain at Railroad Company's expense, public road crossings which in addition to the road crossings included in the Original Agreement are hereinafter collectively the crossing on the property and over the tracks of the Railroad Company in the locations shown on said Exhibits.

The public roadway and crossing described in subparagraphs (a) and (b) above hereinafter shall be collectively the Roadway.

In connection with said improvements described, the Railroad Company shall, at its own expense, relay track in the locations identified by dashed red and yellow lines on said Exhibits.

AGREEMENT:

NOW THEREFORE, it is mutually agreed by and between the parties hereto as follows:

(1) CONSTRUCTION OF IMPROVEMENTS:

The Railroad Company shall, at its own expense, remove the existing crossing and shall install a crossing of the length and material specified on each of said Exhibits.

DUPLICATE ORIGINAL - OSL-UP COPY

The Second Party hereby agrees to reimburse the Railroad Company for estimated cost of the materials shown in an estimate prepared by the Railroad Company in the amount of approximately \$11,711.00. Details of said estimate are shown on the attachment to this agreement marked Exhibit B-1, which by this reference is incorporated herein.

(2) MAINTENANCE, USE AND FUTURE CONSTRUCTION.

The Railroad Company shall, at its own expense, other than the reimbursement by Second Party as hereinabove provided, furnish labor and material and install the crossings over the tracks of the Railroad Company at the locations shown on said Exhibits. The Railroad Company, at its expense, shall maintain the crossing between the rails and two feet outside the rail during the term hereof; PROVIDED, however, Second Party shall keep the rail flangeways clear of all obstructions.

The Second Party shall, at its sole expense, maintain the public roadway at the locations shown on said Exhibits.

The Railroad Company shall relay, at its own expense, track in the locations identified by dashed red and yellow lines on said Exhibits. The Railroad Company shall maintain, the warning signs identified orange on said Exhibits during the term hereof.

It is understood that, if traffic in the future over the Roadway should, by State or local authority, require automatic signal warning devices, such warning devices shall be installed under the terms and conditions to be negotiated and agreed upon by the parties hereto.

Except as provided herein, the terms of future construction, maintenance and use of said Roadway shall be governed in all respects by applicable statutory and regulatory authority of the state of Utah as may be from time to time enacted or promulgated.

(3) NOTICE TO RAILROAD COMPANY:

Before commencing any work on the Railroad Company's property, the Second Party, or those acting under its authority shall give written notice to the Railroad Company at Salt Lake City, Utah, at least 48 hours prior to the date upon which such work is to commence. Should the Second Party fail to furnish notice as provided, the Railroad Company may deny the Second Party entry to the right of way until notice is so furnished.

(4) RAILROAD PROTECTIVE LIABILITY AND PROPERTY DAMAGE INSURANCE:

Before permitting any contractor to perform work on the property of the Railroad Company, the Second Party shall require such contractor or cause such contractor to furnish and maintain in force as long as work shall continue upon the Railroad Company's property insurance on behalf of the Railroad Company in the form and with coverage and provisions contained in the Railroad Protective Liability Form, marked Exhibit C, hereto attached.

The original of such policy of insurance in favor of the Railroad Company shall be furnished to the Second Party for transmittal to the Railroad Company's Manager-Insurance, 1416 Dodge Street, Omaha, Nebraska 68179, before starting the work.

(5) TERMINATION ON DEFAULT:

If the Second Party shall breach or fail to keep or perform any of the covenants or conditions hereof and shall fail to remedy any default on the part of the Second Party for thirty (30) days after written notice by the Railroad Company to the Second Party, pointing out such default, then upon the expiration of such thirty-day period this agreement shall terminate and be of no further force or effect.

(6) NON-USER:

Non-use by the Second Party of the Roadway for street or highway purposes continuing at any time during the term hereof for a period of eighteen (18) months shall, at the option of the Railroad Company, work a termination of this agreement and of all rights of the Second Party hereunder.

It is understood that no termination of this agreement, under any of the provisions hereof, shall affect any of the obligations of the parties hereto theretofore accruing.

(7) SECOND PARTY NOT TO ASSIGN.

The Second Party shall not assign this Agreement nor assign or transfer any interest therein or in the Roadway without the written consent of the Railroad Company. The Second Party shall surrender peaceable possession of the Railroad Company's property at the termination of this Agreement.

(8) SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 7 hereof, this Agreement shall inure to the benefit and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their proper officers thereunto duly authorized, the day and year first herein written.

Witness:

June Wagner

OREGON SHORT LINE RAILROAD COMPANY
UNION PACIFIC RAILROAD COMPANY

By

R. E. Liron
General Manager

The foregoing agreement is accepted upon the terms stated and executed by the Mayor of the City of Logan, Utah, and attested by the Recorder, on this 31st day of March, 1983, pursuant to authority vested in said Mayor by the Optional Form of Municipal Government Act.

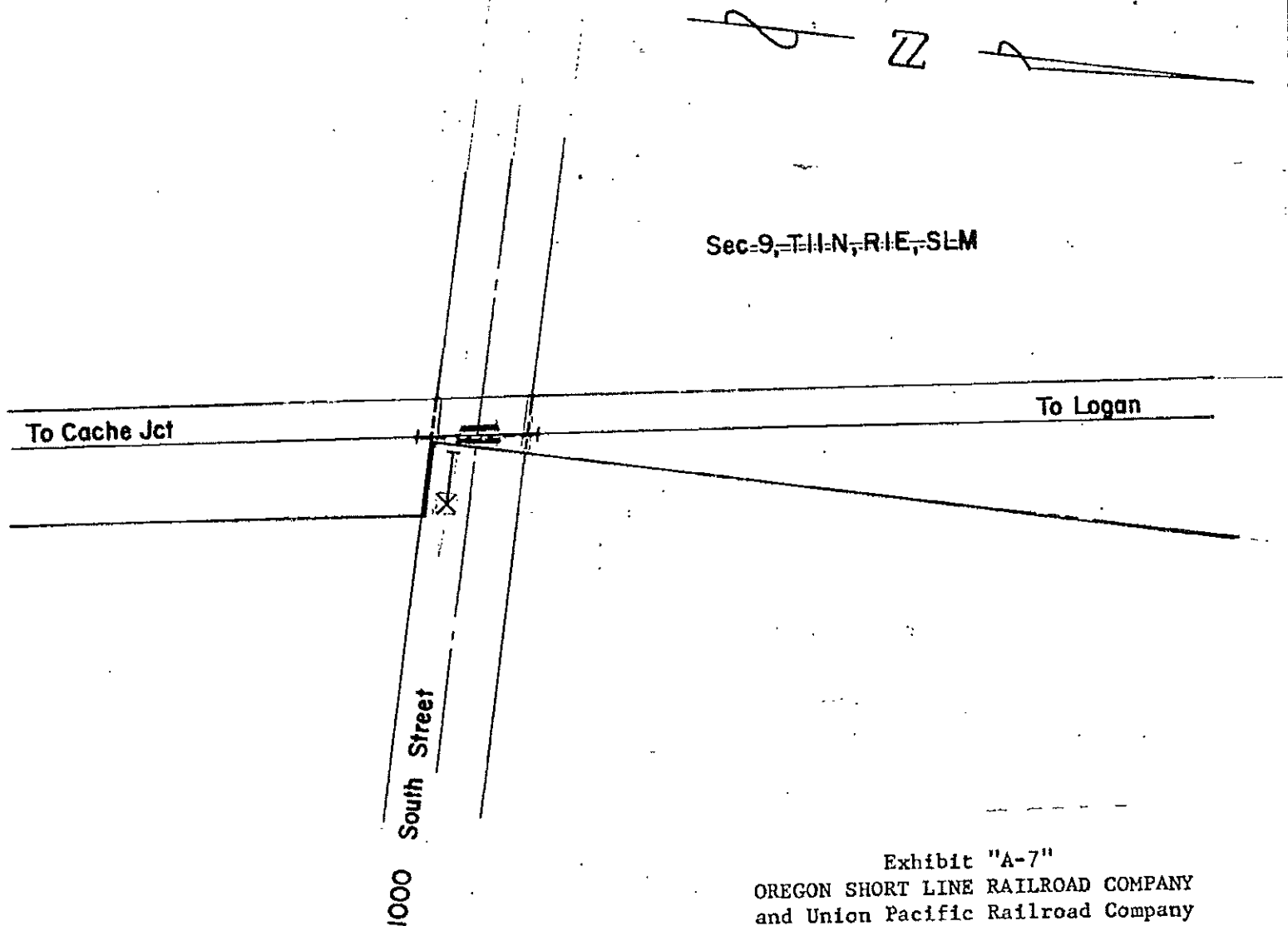
Attest:

[Signature]
Recorder

CITY OF LOGAN, UTAH

By

[Signature]
Mayor



M.P.-22-80
D.O.T.-#8067314-B
Install-24'-prefab-wood-rd-X-ing-
Relay-78'-BMF

Exhibit "A-7"
OREGON SHORT LINE RAILROAD COMPANY
and Union Pacific Railroad Company
Cache Valley Branch
M.P. 22.80
near LOGAN, Utah
Cache County

To accompany supplement to agreement
LD 25436, A-133728 with CITY OF LOGAN,
UTAH, covering upgrading, maintenance
and use of road crossing as shown.

Scale: 1" = 100'

Office of District Real Estate Director
Salt Lake City, Utah 12-2-82

* L E G E N D *

Road X-ing shown.....Green
Roadway outlined.....Yellow
X-ing sign shown.....Orange
Rail relay shown.....Red/Yellow
Railroad R/W outlined.....Red

Drawing No. A-4649 K



Sec-4, T-11-N, R-1-E, S-1-M

To Cache Jct

To Logan

5th South Street

M.P.=23.43
D.O.T.=#806-317-W
Install=32'-Prefab. wood rd.-X-ing
Relay=78'-BMT

Exhibit "A-8"
OREGON SHORT LINE RAILROAD COMPANY
and Union Pacific Railroad Company
Cache Valley Branch
M.P. 23.43
near LOGAN, Utah
Cache County

To accompany supplement to agreement
LD 25436, A-133728 with CITY OF LOGAN,
Utah, covering upgrading, maintenance
and use of road crossing as shown.

Scale: 1" = 100'

Office of District Real Estate Director
Salt Lake City, Utah 12-2-82

* L E G E N D *

Roadway outlined.....Yellow
Road crossing shown.....Green
X-ing warning devices shown...Orange
Rail relay shown.....Red/Yellow
Railroad R/W outlined.....Red

Drawing No. A-4650 K

Sec 4, T11N, R1E, S1E

CENTER

AVENUE

To Cache Jct

To Preston

400 SOUTH ST.

M.P. 23.55
D.O.T. # 806-318-D
Extend pre-fab rd. X-ing 16'

Exhibit "A-9"

OREGON SHORT LINE RAILROAD COMPANY
and Union Pacific Railroad Company

Cache Valley Branch

M.P. 23.55

LOGAN, Utah

Cache County

To accompany supplement to agreement
LD 25436, A-133728 with CITY OF LOGAN,
UTAH, covering upgrading, maintenance
and use of road crossing as shown.

Scale: 1" = 100'

Office of District Real Estate Director
Salt Lake City, Utah

12-2-82

* L E G E N D *

Existing 24' X-ing shown.....Green
16' X-ing extension shown.....Pink
Roadway outlined.....Yellow
X-ing warning devices shownOrange
Railroad R/W outlined.....Red

Drawing No. A-4651 K

Sec. 4, T. 11 N., R. 1 E., S. 1 M.

To Cache Jct. 48' To Preston

M.P. 23.70 - 790' - 70' E. Rd. X-ing
D.O.T. - 806.319' K
Extend pre-fab wood X-ing 16'

Exhibit "A-10"
OREGON SHORT LINE RAILROAD COMPANY
and Union Pacific Railroad Company
Cache Valley Branch
M.P. 23.70
LOGAN, Utah
Cache County

To accompany supplement to agreement
LD 25436, A-133728 with CITY OF LOGAN,
UTAH, covering upgrading, maintenance
and use of road crossing as shown.

Scale: 1" = 100'

Office of District Real Estate Director
Salt Lake City, Utah 12-2-82

* L E G E N D *

Existing 48' Rd. X-ing shown...Green
16' X-ing extension shown.....Pink
Roadway outlined.....Yellow
X-ing warning devices shownOrange
Railroad R/W outlined.....Red

Drawing No. A-4652 K

3rd South Street

To Main Branch Trk

Sec. 4, T. 11 N., R. 1 E., S. 1 M.

4th West Street

N

Exhibit "A-11"

OREGON SHORT LINE RAILROAD COMPANY
and Union Pacific Railroad Company

Opp. Cache Valley Branch
M.P. S-0.33

LOGAN, Utah

Cache County

To accompany supplement to agreement
LD25436, A-133728 with CITY OF LOGAN,
UTAH, covering upgrading, maintenance
and use of road crossing as shown.

Scale: 1" = 100'

Office of District Real Estate Director
Salt Lake City, Utah

12-2-82

* L E G E N D *

Road X-ings shown.....Green
Roadway outlined.....Yellow
Rail relay shown.....Red/Yellow
X-ing warning devices shown.....Orange
Railroad R/W outlined.....Red

Drawing No. A-4653 K

M.P. S-0.33-D.O.L.-#806.323-A
Install-40'-&-48'-Pre-fab. wood
road X-ings
Relay-78'-Trk.-No. 10-&-78'-Trk.
CNo. 24

Sec 4, T11N, R1E, S1M

To EOT

To Cache Valley Branch

5th West Street

M.P. S-0.20
D.O.T. # 806-3227
Install 40' Pre-fab wood
rd. X-ing? relay 11' Tks
No. 10

Exhibit "A-12"

OREGON SHORT LINE RAILROAD COMPANY
and Union Pacific Railroad Company
Opp. Cache Valley Branch
M.P. S-0.20
LOGAN, Utah
Cache County

To accompany supplement to agreement
LD 25436, A-133728 with CITY OF LOGAN,
UTAH, covering upgrading, maintenance
and use of road crossing as shown.

Scale: 1" = 100'

Office of District Real Estate Director
Salt Lake City, Utah 12-2-82

* L E G E N D *

Road X-ing shown.....Green
Roadway outlined.....Yellow
Rail relay shown.....Red/Yellow
X-ing warning devices shownOrange
Railroad R/W outlined.....Red

McR=S=0:0=D:0:T:806:321-L.
Instal=40=pre-fab=wood=X-ing
Relay=111=Trk=No=10

OREGON SHORT LINE RAILROAD COMPANY
and Union Pacific Railroad Company
Opp. Cache Valley Branch
M.P. S-0.10
LOGAN, Utah
Cache County

Scale: 1" = 100'

* L E G E N D *

Drawing No. A-4655 K

MATERIAL AND FORCE ACCOUNT ESTIMATE
FOR THE
CITY OF LOGAN, UTAH

Install 256 Ft. of prefabricated road crossing (8-crossings) replacing flange plank and asphalt crossings.

UTAH DIVISION

October 29, 1982

JOB NO.	DESCRIPTION	LABOR	MATERIAL	TOTAL
013	CROSSING - ROADWAY			
	M.P. 22.80 - DOT 806314B - 24 Ft.			
	M.P. 23.43 - DOT 806317W - 32 Ft.			
	M.P. 23.55 - DOT 806318D - 16 Ft. Extension			
	M.P. 23.70 - DOT 806319K - 16 Ft. Extension			
	Trk. 24 - DOT 806323A - 40 Ft.			
	Trk. 10 - DOT 806323A - 48 Ft.			
	Trk. 10 - DOT 806322T - 40 Ft.			
	Trk. 10 - DOT 806321L - 40 Ft.			
	Install Prefab Road			
	Crossing - 256 Ft.		\$ 9,211	
	Additives		1,382	
	Contingencies		921	
	Freight		197	
			\$ 11,711	\$ 11,711
	TOTAL		\$ 11,711	\$ 11,711

NOTE: City to furnish all asphalt, barricading and flagmen.

Flagging or roadway watchman service performed for the City or City's contractor's and collectible from City will be reported on Form 1054, "Labor Report."

The above figures are estimates only and subject to fluctuation. In the event of an increase in the cost or amount of material and labor required, the City will be billed for actual construction costs at the current rates effective thereof.

EXHIBIT C

For attachment to L.D. No. 25436 - 1

STANDARD PROVISIONS FOR GENERAL LIABILITY POLICIES

Railroad Protective Liability Form

GENERAL INSTRUCTIONS

1. Standard Language

This form is expressed in standard language which may not be amended and no part of which may be omitted except (a) as indicated by these instructions, or (b) as indicated in reference notes shown below referring to specific portions of the form, or (c) by an endorsement which states an amendment or exclusion of some provision of the form in accordance with the provisions of a manual rule, the form of which endorsement has been approved, if required, by the supervising authority of the state in which the policy is issued.

2. Optional Sequence and Arrangement

The several parts of the form, viz. "Insuring Agreements," "Exclusions," "Conditions" and "Declarations" may appear in the policy in such sequence as the company may elect and the sequence and arrangement of the several provisions of those parts are also optional with the company.

3. Descriptive Headings--Identifying or Indexing Designations

The descriptive headings of the parts of the form (as quoted above) and of the major insuring agreements ("Bodily Injury Liability," "Property Damage Liability," etc.) are standard expressions which may not be amended or omitted, but all other identifying or indexing designations (such as "Coverage A," "Defense, Settlement, Supplementary Payments," "Cancellation," etc.), including literal or numerical designations or paragraphs or phrases, may be amended or omitted at the company's option. When such identifying or indexing designations, used for the purpose of reference in the text of the form or any endorsement form applicable thereto, are amended or omitted, descriptive designations shall be substituted therefor.

4. Additional Coverages or Companies, Explanatory or Connective Language

When policies are issued to provide insurance in this form together with insurance covering other risks, the addition of necessary explanatory or connective language which does not amend the expression of this form is permissible and the introductory language of the "Insuring Agreements" which provides for the issuance of a policy by two companies may be used and, if necessary, paraphrased to permit such policies to be issued by more than two companies.

5. Declarations--Including Other Risks

A common set of declarations may be used in those cases where policies in this form are issued with policies covering other risks.

*6. Installment Premium Payment

Policies written to provide for payment of premium in installments may provide for lapse or suspension of the policy upon default of payment when due.
*Not applicable in Texas

7. Addition of Coverage by Endorsement

When insuring agreements and other provisions relating to any particular class of insurance are added to this policy by endorsement, such additional insurance must be expressed in approved standard language relating to the particular class and must be subject to all standard provisions applicable to that class by the expressions of the endorsement or of the policy or of both taken together.

8. Definition of "Standard" and "Approved"

"Standard language" or "approved standard language" when used in these instructions means the form and endorsements either prescribed or approved by the insurance supervising authority of the state in which policy forms and endorsements are approved or prescribed. In those states where supervising authorities do not have the authority to approve or prescribe policies, forms and endorsements, the terms mean the forms and endorsements adopted by the companies for use in such states.

9. Premium Statement

The statement with respect to payment of premium may be amended by an endorsement to make necessary provision with respect to payment of premium, payment of additional premium and return of premium [and dividends] * under the policy.

10. Special Conditions for Mutuals, Reciprocals, and Participating Stock Companies

When the policy is issued by a mutual company, a reciprocal association or a participating stock company having special provisions applicable to its membership or policyholders, such provisions, when approved by the supervising authority of the state in which the policy is issued if such approval is required, may be inserted in the policy.

*See General Instruction 10

June 30, 1967.

Utah Docket No. 21-888-01 Page 3. -
Exhibit UP_(PR-2)

REFERENCE NOTES

- 1—Matter in brackets may be included, omitted or amended at the option of the company.
- 2—The effective hour and date of the policy may be typed or printed in this space.
- 3—A statement may be added that a definite notation may be made in the premium column to show that a particular coverage is not afforded.
- 4—Name of company may be shown.
- 5—The capacity of the person countersigning may be stated.
- 6—Additional declarations of this type, calling for general information or information regarding installment payment of premium, may be used at the option of the company.
- 7—The name and location of the company are to be stated. The type of the company and the word used throughout the policy suitably to designate the company are to be stated.
- 8—The language of this paragraph is optional with the company.

BLANK INDEMNITY COMPANY
BLANK INSURANCE COMPANY

Railroad Protective Liability Policy No. _____

DECLARATIONS

OREGON SHORT LINE RAILROAD COMPANY, and its Lessee,
UNION PACIFIC RAILROAD COMPANY

Item 1. Named Insured _____

Address 1416 Dodge Street Omaha Douglas Nebraska 68179
(No. Street Town or City State)

Item 2. Policy Period: From (See Reference No. 2) _____ to _____
12:01 A.M., standard time at the designated job site as stated herein.

Item 3. The insurance afforded is only with respect to such of the following coverages as are indicated in Item 6 by specific premium charge or charges. The limit of the company's liability against such coverage or coverages shall be as stated herein, subject to all the terms of this policy having reference thereto. (See Reference Note 3.)

Coverages

Limits of Liability

A Bodily Injury Liability

\$2,000,000.00 per occurrence
combined single limit
\$6,000,000.00 aggregate

B Property Damage Liability

These limits are subject to future
adjustment in the event the
standard policy limits are
changed by the Railroad Company
or the Federal Highway Administration.

C and Physical Damage to Property

Item 4. Name and Address of Contractor _____

Item 5. Name and Address of Governmental Authority for whom the work by the contractor is being performed _____

Item 6. <u>Designation of the Job Site and Description of Work</u>	<u>Premium</u>	<u>Rates</u>	<u>Advance</u>
	<u>Base</u>	<u>Coverage A Coverages B & C</u>	<u>Premium</u>
	<u>Contract Cost</u>	<u>Per \$100 of Cost</u>	<u>Coverage A Coverages B & C</u>
	<u>Rental Cost</u>	<u>Per \$100 of Rental Cost</u>	

If Policy Period more than one year:

Premium is payable: On effective date of Policy \$

1st Anniversary \$ 2nd Anniversary \$

Date and Place of Issue

Countersigned

19 at

by

(See Reference Note 5)

A. Renewal of Policy number.

B. The named insured is a corporation.

C. Endorsement serial numbers.

D. Rating plan or premium discount.

6

July 13, 1967.

Utah Docket No. 21-888-01 Page 6.

Exhibit UP (PR-2)
(For policy issued by one company)

BLANK INDEMNITY COMPANY

(A _____ insurance company, herein called the company)

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations made by the name insured and subject to all of the terms of this policy:

(For policy issued by two companies)

BLANK INDEMNITY COMPANY

and

BLANK INSURANCE COMPANY

(Each a _____ insurance company, herein called the company)

Severally agree with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations made by the named insured and subject to all of the terms of this policy, provided the Blank Indemnity Company shall be the insurer with respect to coverage _____ and no other and the Blank Insurance Company shall be the insurer with respect to coverage _____ and no other:

INSURING AGREEMENTS

* 1. Coverage A - Bodily Injury Liability

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness, or disease, including death at any time resulting therefrom, hereinafter called "bodily injury," either (1) sustained by any person arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the Declarations, or (2) sustained at the designated job site by the contractor or any employee of the contractor, or by any employee of the governmental authority specified in Item 5 of the Declarations, or by any designated employee of the insured, whether or not arising out of such acts or omissions.

Coverage E - Property Damage Liability

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of physical injury to or destruction of property, including loss of use of any property due to such injury or destruction, hereinafter called "property damage" arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the declarations.

Coverage C - Physical Damage to Property

To pay for direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment, or motive power equipment, hereinafter called loss, arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the declarations; provided such property is owned by the named insured or is leased or entrusted to the named insured under a lease or trust agreement.

II. Definitions

- (a) Insured - The unqualified word "insured" includes the named insured and also includes any executive officer, director or stockholder thereof while acting within the scope of his duties as such.
- (b) Contractor - The word "contractor" means the contractor designated in Item 4 of the declarations and includes all subcontractors of said contractor but shall not include the named insured.
- (c) Designated employee of the insured - The words "designated employee of the insured" mean:
 - (1) any supervisory employee of the insured at the job site,
 - (2) any employee of the insured while operating, attached to or engaged on work trains or other railroad equipment at the job site which are assigned exclusively to the contractor, or
 - (3) any employee of the insured not within (1) or (2) who is specifically loaned or assigned to the work of the contractor for prevention of accidents or protection of property, the cost of whose services is borne specifically by the contractor or by governmental authority.
- (d) Contract - The word "contract" means any contract or agreement to carry a person or property for a consideration or any lease, trust or interchange contract or agreement respecting motive power, rolling stock or mechanical construction equipment.

III. Defense, Settlement, Supplementary Payments

With respect to such insurance as is afforded by this policy under coverages A and B, the company shall:

- (a) defend any suit against the insured alleging such bodily injury or property damage and seeking damages which are payable under the terms of this policy, even if any of the allegations of the suit are groundless, false or fraudulent, but the company may make such investigation and settlement of any claim or suit as it deems expedient;
- (b) pay, in addition to the applicable limits of liability:
 - (1) all expenses incurred by the company, all costs taxed against the insured in any such suit and all interest on the entire

amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;

- (2) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, but without obligation to apply for or furnish any such bonds;
- (3) expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the occurrence;
- (4) all reasonable expenses, other than loss of earnings, incurred by the insured at the company's request.

IV. Policy Period, Territory

This policy applies only to occurrences and losses during the policy period and within the United States of America, its territories or possessions, or Canada.

EXCLUSIONS

This policy does not apply:

- (a) to liability assumed by the insured under any contract or agreement except a contract as defined herein;
- (b) to bodily injury or property damage caused intentionally by or at the direction of the insured;
- (c) to bodily injury, property damage or loss which occurs after notification to the named insured of the acceptance of the work by the governmental authority, other than bodily injury, property damage or loss resulting from the existence or removal of tools, uninstalled equipment and abandoned or unused materials;
- (d) under coverages A (1), B and C, to bodily injury, property damage or loss, the sole proximate cause of which is an act or omission of any insured other than acts or omissions of any designated employee of any insured;
- (e) under Coverage A, to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law; provided that the Federal Employers' Liability Act, U. S. Code (1946) Title 45, Sections 51-60, as amended, shall for the purposes of this insurance be deemed not to be any similar law;
- (f) under coverage B, to injury to or destruction of property (i) owned by the named insured or (ii) leased or entrusted to the named insured under a lease or trust agreement.

(g)

1. Under any Liability Coverage, to injury, sickness, disease, death or destruction

(a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

2. Under any Medical Payments Coverage, or under any Supplementary-Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

(b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

4. As used in this exclusion:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

- (h) under Coverage C, to loss due to nuclear reaction, nuclear radiation or radioactive contamination, or to any act or condition incident to any of the foregoing.

CONDITIONS

[The conditions, except conditions 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, apply to all coverages. Conditions 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 apply only to the coverage noted thereunder.]]

1. Premium The premium bases and rates for the hazards described in the declarations are stated therein. Premium bases and rates for hazards not so described are those applicable in accordance with the manuals in use by the company.

The term "contract cost" means the total cost of all work described in Item 6 of the declarations.

The term "rental cost" means the total cost to the contractor for rental of work trains or other railroad equipment, including the remuneration of all employees of the insured while operating, attached to or engaged thereon.

The advance premium stated in the declarations is an estimated premium only. Upon termination of this policy the earned premium shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated advance premium paid, the company shall look to the contractor specified in the declarations for any such excess; if less, the company shall return to the said contractor the unearned portion paid.

In no event shall payment of premium be an obligation of the named insured.

2. Inspection The named insured shall make available to the company records of information relating to the subject matter of this insurance.

The company shall be permitted to inspect all operations in connection with the work described in Item 6 of the declarations.

3. Limits of Liability The limit of bodily injury liability stated in the Coverage A declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury sustained by one person as the result of any one occurrence; the limit of such liability stated in the declarations as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of the company's liability for all such damage arising out of bodily injury sustained by two or more persons as the result of any one occurrence.

4. Limits of Liability The limit of liability under coverages B and C stated in the declarations as applicable to "each occurrence" is the total limit of the company's liability for all damages and all loss under coverages B and C combined arising out of physical injury to, destruction or loss of all property of one or more persons or organizations, including the loss of use of any property due to such injury or destruction under coverage B, as the result of any one occurrence.

Subject to the above provision respecting "each occurrence," the limit of liability under coverages B and C stated in the declaration as "aggregate" is the total limit of the company's liability for all damages and all loss under coverages B and C combined arising out of physical injury to,

destruction or loss of property, including the loss of use of any property due to such injury or destruction under Coverage B.

Under Coverage C, the limit of the company's liability for loss shall not exceed the actual cash value of the property, or if the loss is of a part thereof the actual cash value of such part, at time of loss, nor what it would then cost to repair or replace the property or such part thereof with other of like kind and quality.

5. Severability of Interests The term "the insured" is used severally and Coverages A and B not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

6. Notice In the event of an occurrence or loss, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. If claim is made or suit is brought against the insured, he shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

7. Assistance and Cooperation of the Insured The insured shall cooperate with the company and, upon Coverages A and B the company's request, attend hearings and trials and assist in making settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

8. Action Against Company No action shall lie against the company unless, Coverages A and B as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

Coverage C No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms on this policy nor until thirty days after proof of loss is filed and the amount of loss is determined as provided in this policy.

9. Insured's Duties in Event of Loss In the event of loss the insured shall:
Coverage C

(a) protect the property, whether or not the loss is covered by this policy, and any further loss due to the insured's failure to protect shall not be recoverable under this policy; reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request;

(b) file with the company, as soon as practicable after loss, his sworn proof of loss in such form and including such information as the company may reasonably require and shall, upon the company's request, exhibit the damaged property.

10. Appraisal If the insured and the company fail to agree as to the Coverage C amount of loss, either may, within 60 days after the proof of loss is filed, demand an appraisal of the loss. In such event the insured and the company shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The insured and the company shall each pay his chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The company shall not be held to have waived any of its rights by any act relating to appraisal.

11. Payment of Loss The company may pay for the loss in money but there Coverage C shall be no abandonment of the damaged property to the company.

12. No Benefit to Bailee The insurance afforded by this policy shall not Coverage C ensure directly or indirectly to the benefit of any carrier or bailee, other than the named insured, liable for loss to the property.

13. Subrogation In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

14. Application of Insurance The insurance afforded by this policy is primary insurance.

15. Three Year Policy A policy period of three years is comprised of three consecutive annual periods. Computation and adjustment of earned premium shall be made at the end of each annual period. Aggregate limits of liability as stated in this policy shall apply separately to each annual period.

16. Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy[signed by _____ (here insert titles of authorized company officials or representatives); provided, however changes may be made in the written portion of the declaration by _____ (here insert titles

of authorized company representatives) when initialed by such _____
(here insert titles of authorized company representatives) or by endorsement
issued to form a part of this policy signed by such _____ (here
insert titles of authorized company representatives)] 1.

17. Assignment Assignment of interest under this policy shall not bind the
company until its consent is endorsed hereon.

18. Cancellation This policy may be canceled by the named insured by
mailing to the company written notice stating when thereafter the cancela-
tion shall be effective. This policy may be canceled by the company by
mailing to the named insured, contractor and governmental authority at the
respective addresses shown in this policy written notice stating when not
less than thirty days thereafter such cancellation shall be effective. The
mailing of notice as aforesaid shall be sufficient proof of notice. The
effective date and hour of cancellation stated in the notice shall become the
end of the policy period. Delivery of such written notice either by the
named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in
accordance with the customary short rate table and procedure. If the com-
pany cancels, earned premium shall be computed pro rata. Premium adjust-
ment may be made either at the time cancellation is effected or as soon as
practicable after cancellation becomes effective, but payment or tender of
unearned premium is not a condition of cancellation.

19. Declarations By acceptance of this policy the named insured agrees that
such statement in the declarations as are made by him are his agreements and
representations, that this policy is issued in reliance upon the truth of
such representations and that this policy embodies all agreements existing
between himself and the company or any of its agents relating to this insurance.
(For policy issued by one company)

In witness whereof, the Blank Indemnity Company has caused this policy to
be signed by its president and a secretary at _____ and countersigned
on the declarations page by a duly authorized agent of the company.

(FACSIMILE OF SIGNATURE)

Secretary

(FACSIMILE OF SIGNATURE)

President

(For policy issued by two companies)

8

In witness whereof, the Blank Indemnity Company has caused this policy
with respect to coverages _____ and such other parts of the policy as
are applicable thereto, to be signed by its president and a secretary at _____
and countersigned on the declarations page by a duly authorized
agent of the company.

(FACSIMILE OF SIGNATURE)

Secretary

(FACSIMILE OF SIGNATURE)

President

8

In witness whereof, the Blank Insurance Company has caused this policy,
with respect to coverages _____ and such other parts of the policy as
are applicable thereto, to be signed by its president and a secretary at _____
and countersigned on the declarations page by a duly authorized agent
of the company.

(FACSIMILE OF SIGNATURE)

Secretary

(FACSIMILE OF SIGNATURE)

President

8

STEVEN A. GOODSSELL
GENERAL SOLICITOR

UNION PACIFIC RAILROAD COMPANY
LAW DEPARTMENT



Utah Docket No. 21-888-01
Exhibit UP_(PR-2)

406 West First South
P.O. Box 2459
SALT LAKE CITY, UTAH 84110
(801) 363-1454

May 10, 1983

Mr. W. Scott Barrett
Logan City Attorney
City of Logan
61 West First North
Logan, Utah 84321

Dear Mr. Barrett:

MGR - BILLING & CONTRACTS			
TLG	SECY		DJK
CEC	<input type="checkbox"/> COMPLY		GLW
FLD			RPN
EHA			
BEJM			
MAY 12 1983			
<input type="checkbox"/> INFORMATION			
<input type="checkbox"/> FILE			
<input type="checkbox"/> REPLY			

U. P. R. R. Co.
Agreement
133728
Audit No. *Cole*

Re: Agreement LD No. 25436-1 - Supplement
CITY OF LOGAN, UTAH
Supplement to Agreement covering Public
Road Crossings at
Logan, Utah

Your fully executed counterpart original of the
above agreement is sent you herewith for your records.

Before commencing the above work, the person to
whom notice is to be given in accordance with the agreement
is: H. A. Narvaez, Roadmaster, Phone: (801) Salt Lake
363-1544, Ext. 81-381 or 81-382.

Very truly yours,

Steven A. Goodsell

cc: Mr. H. A. Narvaez

bc: Mr. L. L. Chandler

The Railroad Company's original of the above agreement
is sent you herewith. Will you please advise the Audit Number
assigned thereto. Notice of expiration, if applicable, should
be forwarded to the person below designated by asterisk.

S. A. G.

bc: Mr. R. M. Brown
Mr. R. E. Irion
Mr. J. R. Hart
Mr. D. J. Austin *
Mr. R. W. Redick

One copy is enclosed for your file.

S. A. G.

Public Road Crossings
Logan, Utah (MP 23.82, 25.37,
26.41, 25.10, 25.90, 24.85, 23.95)

LD No. 25436
Audit No. _____

THIS AGREEMENT, made and entered into as of the 17th day of March, 1982, by and between OREGON SHORT LINE RAILROAD COMPANY and its lessee, UNION PACIFIC RAILROAD COMPANY, corporations of the State of Utah (hereinafter collectively the Railroad Company) and CITY OF LOGAN, UTAH, a municipal corporation of the State of Utah (hereinafter the Second Party), WITNESSETH:

RECITALS:

The Second Party desires:

- (a) to maintain and use existing public roads including two crossbuck warning signs at each crossing, (hereinafter collectively the public roadway), across the property and over the tracks of the Railroad Company, and to improve said public roadway, in the locations shown on the prints dated March 17, 1982, marked Exhibit A, A-1, A-2, A-3, A-4, A-5, and A-6, hereto attached and by this reference incorporated herein, (hereinafter "said Exhibits") and
- (b) to improve, partially at Second Party's expense, and to use and to maintain, at Railroad Company's expense, public road crossings, (hereinafter collectively the crossing) on the property and over the tracks of the Railroad Company in the locations shown on said Exhibits.

The public roadway and crossing described in subparagraphs (a) and (b) above hereinafter shall be collectively the Roadway. Said Roadway was not previously covered by agreement.

In connection with said improvements described above, the Railroad Company shall, at its own expense, relay track in the locations identified by dashed red and yellow lines on said Exhibits.

AGREEMENT:

NOW THEREFORE, it is mutually agreed by and between the parties hereto as follows:

(1) CONSTRUCTION OF IMPROVEMENTS:

The Railroad Company shall, at its own expense, remove the existing crossing and shall install a crossing of the length and material specified on each of said Exhibits.

The Second Party hereby agrees to reimburse the Railroad Company for estimated cost of the materials shown in an estimate prepared by the Railroad Company in the amount of \$16,152.00. Details of said estimate are shown on the attachment to this agreement marked Exhibit B, which by this reference is incorporated herein.

(2) MAINTENANCE, USE AND FUTURE CONSTRUCTION.

The Railroad Company shall, at its own expense, other than the reimbursement by Second Party as hereinabove provided, furnish labor and material and install the crossings over the tracks of the Railroad Company at the locations shown on said Exhibits. The Railroad Company, at its expense, shall maintain the crossing between the rails and two feet outside the rail during the term hereof; PROVIDED, however, Second Party shall keep the rail flangeways clear of all obstructions.

The Second Party shall, at its sole expense, maintain the public roadway at the locations shown on said Exhibits.

The Railroad Company shall relay, at its own expense, track in the locations identified by dashed red and yellow lines on said Exhibits. The Railroad Company shall maintain, the warning signs identified orange on said Exhibits during the term hereof.

It is understood that, if traffic in the future over the Roadway should, by State or local authority, require automatic signal protection, such protection shall be installed under the terms and conditions to be negotiated and agreed upon by the parties hereto.

Except as provided herein, the terms of future construction, maintenance and use of said Roadway shall be governed in all respects by applicable statutory and regulatory authority of the state of Utah as may be from time to time enacted or promulgated.

(3) NOTICE TO RAILROAD COMPANY:

Before commencing any work on the Railroad Company's property, the Second Party, or those acting under its authority shall give written notice to the Railroad Company at Salt Lake City, Utah, at least 48 hours prior to the date upon which such work is to commence. Should the Second Party fail to furnish notice as provided, the Railroad Company may deny the Second Party entry to the right of way until notice is so furnished.

(4) RAILROAD PROTECTIVE LIABILITY AND PROPERTY DAMAGE INSURANCE:

Before permitting any contractor to perform work on the property of the Railroad Company, the Second Party shall require such contractor or cause such contractor to furnish and maintain in force as long as work shall continue upon the Railroad Company's property insurance on behalf of the Railroad Company in the form and with coverage and provisions contained in the Railroad Protective Liability Form, marked Exhibit C, hereto attached.

The original of such policy of insurance in favor of the Railroad Company shall be furnished to the Second Party for transmittal to the Railroad Company's Manager-Insurance, 1416 Dodge Street, Omaha, Nebraska 68179, before starting the work.

(5) TERMINATION ON DEFAULT:

If the Second Party shall breach or fail to keep or perform any of the covenants or conditions hereof and shall fail to remedy any default on the part of the Second Party for thirty (30) days after written notice by the Railroad Company to the Second Party, pointing out such default, then upon the expiration of such thirty-day period this agreement shall terminate and be of no further force or effect.

(6) NON-USER:

Non-use by the Second Party of the Roadway for street or highway purposes continuing at any time during the term hereof for a period of eighteen (18) months shall, at the option of the Railroad Company, work a termination of this agreement and of all rights of the Second Party hereunder.

It is understood that no termination of this agreement, under any of the provisions hereof, shall affect any of the obligations of the parties hereto theretofore accruing.

(7) SECOND PARTY NOT TO ASSIGN.

The Second Party shall not assign this Agreement nor assign or transfer any interest therein or in the Roadway without the written consent of the Railroad Company. The Second Party shall surrender peaceable possession of the Railroad Company's property at the termination of this Agreement.

(8) SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 7 hereof, this Agreement shall inure to the benefit and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their proper officers thereunto duly authorized, the day and year first herein written.

Witness:

Jane Wagner

OREGON SHORT LINE RAILROAD COMPANY
UNION PACIFIC RAILROAD COMPANY

By

R. E. Irion

General Manager

The foregoing agreement is accepted upon the terms
stated and executed by the Mayor of the City of Logan, Utah,
and attested by the Recorder, on this 2nd day of
August, 19 82, pursuant to authority vested in
said Mayor by a ~~resolution duly passed and adopted by the~~
~~city council of the City of Logan, Utah, on the~~ day
~~of~~ the Optional Form of Municipal
Government Act.

Attest:

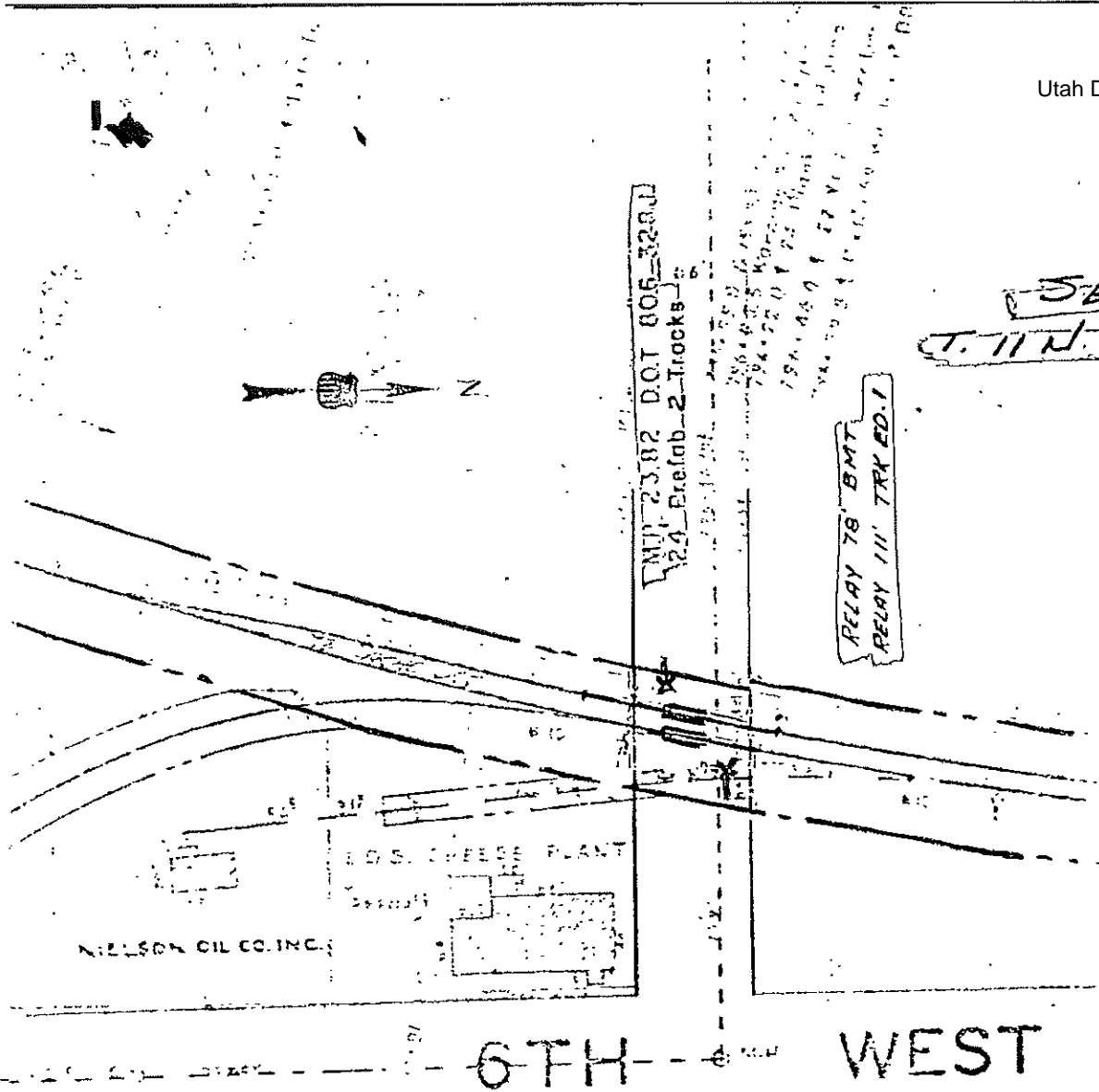

Recorder

CITY OF LOGAN, UTAH

By  Mayor

.....

7/14/82



SEC 4
T. 11 N., R. 1 E., SLM

RELAY 78' BMT
RELAY 111' TRK ED.1

MUT 2382 DOT 806-3281
24 Prefab 2 Tracks

NIELSON OIL CO. INC.

LOGAN SPEED PLANT

6TH WEST

SECOND SOUTH

Exhibit "A"
OREGON SHORT LINE RAILROAD COMPANY
and Union Pacific Railroad Company
Cache Valley Branch
M.P. 23.82
LOGAN, Utah
Cache County

To accompany agreement with LOGAN CITY
CORPORATION, covering upgrading, main-
tenance and use of public road cross-
ing as shown.

Scale: 1" - 100'

Office of District Real Estate Director
Salt Lake City, Utah. 3-17-82

* L E G E N D *

- Road X-ing shown.....Green
- Roadway outlined.....Yellow
- X-ing signs shown.....Orange
- Rail relay shown.....Red/Yellow
- Railroad R/W shown.....Red

[illegible]

CM-P-2537-DIO-1-806-2-110
guy-x-1-p1-poon-qv1011-80

RELAY-78-BMT



Sec. 28, T. 12 N., R. 1 E., SLM

To Cache Jct.

To Preston

1979-80-81

continued on p. 124

ALLAN FROST, JR. and his wife, Mrs. M. M. Frost, of the city of New York, have been appointed trustees of the New York City and County Hospital for the Insane, and will take office on the 1st of January, 1901.

[illegible]

11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1041 1042 1043 1044 10

10:45 AM to 3:15 PM in '62 with

[illegible]

Cache County
To accompany agreement with LOGAN CITY
CORPORATION, covering upgrading, main-
tenance and use of public road crossing
including crossing signs as shown.
Scale: 1" = 100'
Office of District Real Estate Director
Salt Lake City, Utah
3-17-81

*** L E G E N D ***

Road X-ing shown.....	Green
Roadway outlined.....	Yellow
X-ing signs shown.....	Orange
Rail relay shown.....	Red/Yellow
Railroad R/W shown.....	Red

Drawing No. A-4264 K

Sec. 21, T. 12 N., R. 1 E., SLM

To Cache Jct.

To Preston

RELAY 78

AMALGAMATED. SUG

Exhibit "A"-2
OREGON SHORT LINE RAILROAD COMPANY
and Union Pacific Railroad Company
Cache Valley Branch
M.P. 26.41
LOGAN, Utah
Cache County

To accompany agreement with LOGAN C
CORPORATION, covering upgrading, ma
tenance and use of road crossing in
cluding road crossing signs as show
Scale: 1" = 100'
Office of District Real Estate Dir
Salt Lake City, Utah
3.

* L E G E N D *

Road X-ing shown.....
Roadway outlined.....
X-ing signs shown.....
Rail relay shown.....Red/Y
Railroad R/W shown.....

Drawing No. A-4266 K

RELAY 156' BMT

Drawing No. A-4263 K



Sec. 28, T. 12 N., R. 1 E., SLM

Sec. 21, T. 12 N., R. 1 E., SLM

MP=25.90=Point=806=354Y=24=Prelobred=rd=X-ing

RELAY 78' E.M.P.

TO PRESTON

Exhibit "A"-4
OREGON SHORT LINE RAILROAD COMPANY
and Union Pacific Railroad Company
Cache Valley Branch
M.P. 25.90
LOGAN, Utah
Cache County

To accompany agreement with LOGAN CITY
CORPORATION, covering upgrading, main-
tenance and use of road crossing as
shown including road crossing signs.

Scale: 1" = 100'

Office of District Real Estate Director
Salt Lake City, Utah

3-17-82

* L E G E N D *

Road X-ing shown.....Green
Roadway outlined.....Yellow
X-ing signs shown.....Orange
Rail relay shown.....Red/Yellow
Railroad R/W shown.....Red

Drawing No. A-4265 K

Sec. 33, T. 12 N., R. 1 E.,
SLM

Sec. 28, T. 12 N., R. 1 E., SLM

Relay 78

850 + 75 Warning sign 18-1-12

W.P. 2485 D.O.T. 806 340R 32, Prefab wood rd.
X-ing

851 + 30 Warning sign 16-3-12

Exhibit "A"-5
OREGON SHORT LINE RAILROAD COMPANY
and Union Pacific Railroad Company
Cache Valley Branch
M.P. 24.85
LOGAN, Utah
Cache County

To accompany agreement with LOGAN CITY
CORPORATION, covering upgrading, main-
tenance and use of public road cross-
ing including crossing signs as shown.
Scale: 1" = 100'
Office of District Real Estate Director
Salt Lake City, Utah 3-17-82

* L E G E N D *

Road X-ing shown.....Green
Roadway outlined.....Yellow
X-ing signs shown.....Orange
Rail relay shown.....Red/Yellow
Railroad R/W shown.....Red

Drawing No. A-4262 K



SEC 33, T. 12 N. R. 1 E.
SLM

24

ST.

MD 23.95 DOT W806 829F
INST. PREFAB X-ING 3 TRACKS 24

RELAY 111TF TRKED-1
RELAY 78TF BMT
RELAY 111TF TRKED-14
INST. PREFAB X-ING 24

FREIGHT HOUSE

FIRST SOUTH

Exhibit "A" 6
OREGON SHORT LINE RAILROAD COMPANY
and Union Pacific Railroad Company
Cache Valley Branch
M.P. 23.95
LOGAN, Utah
Cache County

To accompany agreement with LOGAN CITY
CORPORATION, covering upgrading, main-
tenance and use of public road cross-
ing including road crossing signs as
shown.

Scale: 1" = 100'
Office of District Real Estate Director
Salt Lake City, Utah 3-17-82

LEGEND

Road X-ing shown.....Green
Roadway outlined.....Yellow
X-ing signs shown.....Orange
Rail relay shown.....Red/Yellow
Railroad R/W shown.....Red

MATERIAL AND FORCE ACCOUNT ESTIMATE
FOR THE
CITY OF LOGAN, UTAH

Install prefab road crossings replacing plank & asphalt road crossings at M.P. 23.82, D.O.T. No. 806 328 J; M.P. 23.95, D.O.T. No. 806 329 R; M.P. 24.85, D.O.T. No. 806 340 R; M.P. 25.10, D.O.T. No. 806 345 A; M.P. 25.37, D.O.T. No. 806 349 C; M.P. 25.90, D.O.T. No. 806 354 Y; M.P. 26.41, D.O.T. No. 806 357 U, at Logan, Utah.

UTAH DIVISION

June 29, 1982

NO.	DESCRIPTION	MATERIAL	TOTAL
013	<u>CROSSING ROADWAY</u>		
	M.P. 23.95-24 ft. (4-Trk.) D.O.T. No. 806 329R		
	M.P. 24.85-32 ft. D.O.T. No. 806 340R		
	M.P. 25.37-48 ft. D.O.T. No. 806 349C		
	M.P. 26.41-24 ft. D.O.T. No. 806 357U		
	Install Prefab Road Crossings - 176 ft.	\$ 6,178	
	Install Fl. Plk. & Asphalt Road Crossing - 24 ft.	341	
	Additive	978	
	Contingencies	652	
	Freight	140	\$ 8,289
		<u>\$ 8,289</u>	
014	<u>INSTALLATION</u>		
	Install Prefab Road Crossings - 176 ft.	\$ 6,178	
	Additive	927	
	Contingencies	618	
	Freight	140	\$7,863
		<u>\$ 7,863</u>	
	TOTAL	\$16,152	\$16,152

Flagging or roadway watchman service performed for the City or City's contractor and collectible from City will be reported on Form 1054, "Labor Report".

The above figures are estimates only and subject to fluctuation. In the event of an increase in the cost or amount of material and labor required, the City will be billed for actual construction costs at the current rates effective thereof.

2010 0914 452 111

EXHIBIT 6

For attachment to L.D. No. 25436

STANDARD PROVISIONS FOR GENERAL LIABILITY POLICIES

Railroad Protective Liability Form

GENERAL INSTRUCTIONS

1. Standard Language

This form is expressed in standard language which may not be amended and no part of which may be omitted except (a) as indicated by these instructions, or (b) as indicated in reference notes shown below referring to specific portions of the form, or (c) by an endorsement which states an amendment or exclusion of some provision of the form in accordance with the provisions of a manual rule, the form of which endorsement has been approved, if required, by the supervising authority of the state in which the policy is issued.

2. Optional Sequence and Arrangement

The several parts of the form, viz. "Insuring Agreements," "Exclusions," "Conditions" and "Declarations" may appear in the policy in such sequence as the company may elect and the sequence and arrangement of the several provisions of those parts are also optional with the company.

3. Descriptive Headings--Identifying or Indexing Designations

The descriptive headings of the parts of the form (as quoted above) and of the major insuring agreements ("Bodily Injury Liability," "Property Damage Liability," etc.) are standard expressions which may not be amended or omitted, but all other identifying or indexing designations (such as "Coverage A," "Defense, Settlement, Supplementary Payments," "Cancellation," etc.), including literal or numerical designations or paragraphs or phrases, may be amended or omitted at the company's option. When such identifying or indexing designations, used for the purpose of reference in the text of the form or any endorsement form applicable thereto, are amended or omitted, descriptive designations shall be substituted therefor.

4. Additional Coverages or Companies, Explanatory or Connective Language

When policies are issued to provide insurance in this form together with insurance covering other risks, the addition of necessary explanatory or connective language which does not amend the expression of this form is permissible and the introductory language of the "Insuring Agreements" which provides for the issuance of a policy by two companies may be used and, if necessary, paraphrased to permit such policies to be issued by more than two companies.

5. Declarations--Including Other Risks

A common set of declarations may be used in those cases where policies in this form are issued with policies covering other risks.

*6. Installment Premium Payment

Policies written to provide for payment of premium in installments may provide for lapse or suspension of the policy upon default of payment when due.
*Not applicable in Texas

7. Addition of Coverage by Endorsement

When insuring agreements and other provisions relating to any particular class of insurance are added to this policy by endorsement, such additional insurance must be expressed in approved standard language relating to the particular class and must be subject to all standard provisions applicable to that class by the expressions of the endorsement or of the policy or of both taken together.

8. Definition of "Standard" and "Approved"

"Standard language" or "approved standard language" when used in these instructions means the form and endorsements either prescribed or approved by the insurance supervising authority of the state in which policy forms and endorsements are approved or prescribed. In those states where supervising authorities do not have the authority to approve or prescribe policies, forms and endorsements, the terms mean the forms and endorsements adopted by the companies for use in such states.

9. Premium Statement

The statement with respect to payment of premium may be amended by an endorsement to make necessary provision with respect to payment of premium, payment of additional premium and return of premium [and dividends] * under the policy.

10. Special Conditions for Mutuals, Reciprocal, and Participating Stock Companies

When the policy is issued by a mutual company, a reciprocal association or a participating stock company having special provisions applicable to its membership or policyholders, such provisions, when approved by the supervising authority of the state in which the policy is issued if such approval is required, may be inserted in the policy.

*See General Instruction 10

June 30, 1967.

Utah Docket No. 21-888-01 Page 3.
Exhibit UP_(PR-2)

REFERENCE NOTES

- 1—Matter in brackets may be included, omitted or amended at the option of the company.
- 2—The effective hour and date of the policy may be typed or printed in this space.
- 3—A statement may be added that a definite notation may be made in the premium column to show that a particular coverage is not afforded.
- 4—Name of company may be shown.
- 5—The capacity of the person countersigning may be stated.
- 6—Additional declarations of this type, calling for general information or information regarding installment payment of premium, may be used at the option of the company.
- 7—The name and location of the company are to be stated. The type of the company and the word used throughout the policy suitably to designate the company are to be stated.
- 8—The language of this paragraph is optional with the company.

BLANK INDEMNITY COMPANY
BLANK INSURANCE COMPANY

Railroad Protective Liability Policy No. _____

DECLARATIONS

Item 1. Named Insured OREGON SHORT-LINE RAILROAD COMPANY, and its Lessee,
UNION PACIFIC RAILROAD COMPANY

Address 1416 Dodge Street Omaha Douglas Nebraska 68179
(No. Street Town or City, State)

Item 2. Policy Period: From (See Reference No. 2) to
12:01 A.M., standard time at the designated job site as stated herein.

Item 3. The insurance afforded is only with respect to such of the following coverages as are indicated
[in item 6] by specific premium charge or charges. The limit of the company's liability against
such coverage or coverages shall be as stated herein, subject to all the terms of this policy having
reference thereto.. (See Reference Note 3.)

Coverages

Limits of Liability

A Bodily Injury Liability

\$2,000,000.00 per occurrence
combined single limit
\$6,000,000.00 aggregate

B Property Damage Liability

These limits are subject to future
adjustment in the event the
standard policy limits are
changed by the Railroad Company
or the Federal Highway Administration.

C and Physical Damage to Property

Item 4. Name and Address of Contractor

Item 5. Name and Address of Governmental Authority for whom the work by the contractor is being performed

Item 6. Designation of the Job Site and Description of Work

	<u>Premium Bases</u>	<u>Rates</u>	<u>Advance Premium</u>
		<u>Coverage A</u>	<u>Coverage B & C</u>
<u>Contract Cost</u>		Per \$100 of Cost	
<u>Rental Cost</u>		Per \$100 of Rental Cost	

If Policy Period more than one year:

Premium is payable: On effective date of Policy \$

1st Anniversary \$ 2nd Anniversary \$

Date and Place of Issue

1

Countersigned

19 at

by

(See Reference Note 5)

A. Renewal of Policy number.

B. The named insured is a corporation.

C. Endorsement serial numbers.

D. Rating plan or premium discount.

6

July 13, 1967.

Page 6.

Utah Docket No. 21-888-01

(For policy issued by one company) Exhibit UP (PR-2)

BLANK INDEMNITY COMPANY

(A _____ insurance company, herein called the company)

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations made by the name insured and subject to all of the terms of this policy:

(For policy issued by two companies)

BLANK INDEMNITY COMPANY

and

BLANK INSURANCE COMPANY

(Each a _____ insurance company, herein called the company)

Severally agree with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations made by the named insured and subject to all of the terms of this policy, provided the Blank Indemnity Company shall be the insurer with respect to coverage _____ and no other and the Blank Insurance Company shall be the insurer with respect to coverage _____ and no other:

INSURING AGREEMENTS

* 1. Coverage A - Bodily Injury Liability

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness, or disease, including death at any time resulting therefrom, hereinafter called "bodily injury," either (1) sustained by any person arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the Declarations, or (2) sustained at the designated job site by the contractor or any employee of the contractor, or by any employee of the governmental authority specified in Item 5 of the Declarations, or by any designated employee of the insured, whether or not arising out of such acts or omissions.

Coverage E - Property Damage Liability

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of physical injury to or destruction of property, including loss of use of any property due to such injury or destruction, hereinafter called "property damage" arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the declarations.

Coverage C - Physical Damage to Property

To pay for direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment, or motive power equipment, hereinafter called loss, arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the declarations; provided such property is owned by the named insured or is leased or entrusted to the named insured under a lease or trust agreement.

II. Definitions

- (a) Insured - The unqualified word "insured" includes the named insured and also includes any executive officer, director or stockholder thereof while acting within the scope of his duties as such.
- (b) Contractor - The word "contractor" means the contractor designated in Item 4 of the declarations and includes all subcontractors of said contractor but shall not include the named insured.
- (c) Designated employee of the insured - The words "designated employee of the insured" mean:
 - (1) any supervisory employee of the insured at the job site,
 - (2) any employee of the insured while operating, attached to or engaged on work trains or other railroad equipment at the job site which are assigned exclusively to the contractor, or
 - (3) any employee of the insured not within (1) or (2) who is specifically loaned or assigned to the work of the contractor for prevention of accidents or protection of property, the cost of whose services is borne specifically by the contractor or by governmental authority.
- (a) Contract - The word "contract" means any contract or agreement to carry a person or property for a consideration or any lease, trust or interchange contract or agreement respecting motive power, rolling stock or mechanical construction equipment.

III. Defense, Settlement, Supplementary Payments

With respect to such insurance as is afforded by this policy under coverages A and B, the company shall:

- (a) defend any suit against the insured alleging such bodily injury or property damage and seeking damages which are payable under the terms of this policy, even if any of the allegations of the suit are groundless, false or fraudulent, but the company may make such investigation and settlement of any claim or suit as it deems expedient;
- (b) pay, in addition to the applicable limits of liability:
 - (1) all expenses incurred by the company, all costs taxed against the insured in any such suit and all interest on the entire

June 30, 1967.

amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;

- (2) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, but without obligation to apply for or furnish any such bonds;
- (3) expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the occurrence;
- (4) all reasonable expenses, other than loss of earnings, incurred by the insured at the company's request.

IV. Policy Period, Territory

This policy applies only to occurrences and losses during the policy period and within the United States of America, its territories or possessions, or Canada.

EXCLUSIONS

This policy does not apply:

- (a) to liability assumed by the insured under any contract or agreement except a contract as defined herein;
- (b) to bodily injury or property damage caused intentionally by or at the direction of the insured;
- (c) to bodily injury, property damage or loss which occurs after notification to the named insured of the acceptance of the work by the governmental authority, other than bodily injury, property damage or loss resulting from the existence or removal of tools, uninstalled equipment and abandoned or unused materials;
- (d) under coverages A (1), B and C, to bodily injury, property damage or loss, the sole proximate cause of which is an act or omission of any insured other than acts or omissions of any designated employee of any insured;
- (e) under Coverage A, to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law; provided that the Federal Employers' Liability Act, U. S. Code (1946) Title 45, Sections 51-60, as amended, shall for the purposes of this insurance be deemed not to be any similar law;
- (f) under coverage B, to injury to or destruction of property (i) owned by the named insured or (ii) leased or entrusted to the named insured under a lease or trust agreement.

(g)

1. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Under any Medical Payments Coverage, or under any Supplementary-Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

4. As used in this exclusion:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

(h) under Coverage C, to loss due to nuclear reaction, nuclear radiation or radioactive contamination, or to any act or condition incident to any of the foregoing.

CONDITIONS

[The conditions, except conditions 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, apply to all coverages. Conditions 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 apply only to the coverage noted thereunder.]]

1. Premium The premium bases and rates for the hazards described in the declarations are stated therein. Premium bases and rates for hazards not so described are those applicable in accordance with the manuals in use by the company.

The term "contract cost" means the total cost of all work described in Item 6 of the declarations.

The term "rental cost" means the total cost to the contractor for rental of work trains or other railroad equipment, including the remuneration of all employees of the insured while operating, attached to or engaged thereon.

The advance premium stated in the declarations is an estimated premium only. Upon termination of this policy the earned premium shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated advance premium paid, the company shall look to the contractor specified in the declarations for any such excess; if less, the company shall return to the said contractor the unearned portion paid.

In no event shall payment of premium be an obligation of the named insured.

2. Inspection The named insured shall make available to the company records of information relating to the subject matter of this insurance.

The company shall be permitted to inspect all operations in connection with the work described in Item 6 of the declarations.

3. Limits of Liability The limit of bodily injury liability stated in the Coverage A declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury sustained by one person as the result of any one occurrence; the limit of such liability stated in the declarations as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of the company's liability for all such damage arising out of bodily injury sustained by two or more persons as the result of any one occurrence.

4. Limits of Liability The limit of liability under coverages B and C stated in the declarations as applicable to "each occurrence" is the total limit of the company's liability for all damages and all loss under coverages B and C combined arising out of physical injury to, destruction or loss of all property of one or more persons or organizations, including the loss of use of any property due to such injury or destruction under coverage B, as the result of any one occurrence.

Subject to the above provision respecting "each occurrence," the limit of liability under coverages B and C stated in the declaration as "aggregate" is the total limit of the company's liability for all damages and all loss under coverages B and C combined arising out of physical injury to,

destruction of loss of property, including the loss of use of any property due to such injury or destruction under Coverage B.

Under Coverage C, the limit of the company's liability for loss shall not exceed the actual cash value of the property, or if the loss is of a part thereof the actual cash value of such part, at time of loss, nor what it would then cost to repair or replace the property or such part thereof with other of like kind and quality.

5. Severability of Interests The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

6. Notice In the event of an occurrence or loss, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. If claim is made or suit is brought against the insured, he shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

7. Assistance and Cooperation of the Insured The insured shall cooperate with the company and, upon request, attend hearings and trials and assist in making settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

8. Action Against Company No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

Coverage C No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms on this policy nor until thirty days after proof of loss is filed and the amount of loss is determined as provided in this policy.

9. Insured's Duties in Event of Loss In the event of loss the insured shall:

- (a) protect the property, whether or not the loss is covered by this policy, and any further loss due to the insured's failure to protect shall not be recoverable under this policy; reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request;
- (b) file with the company, as soon as practicable after loss, his sworn proof of loss in such form and including such information as the company may reasonably require and shall, upon the company's request, exhibit the damaged property.

10. Appraisal If the insured and the company fail to agree as to the Coverage C amount of loss, either may, within 60 days after the proof of loss is filed, demand an appraisal of the loss. In such event the insured and the company shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The insured and the company shall each pay his chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The company shall not be held to have waived any of its rights by any act relating to appraisal.

11. Payment of Loss The company may pay for the loss in money but there shall be no abandonment of the damaged property to the company.

12. No Benefit to Bailee The insurance afforded by this policy shall not Coverage C ensure directly or indirectly to the benefit of any carrier or bailee, other than the named insured, liable for loss to the property.

13. Subrogation In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

14. Application of Insurance The insurance afforded by this policy is primary insurance.

15. Three Year Policy A policy period of three years is comprised of three consecutive annual periods. Computation and adjustment of earned premium shall be made at the end of each annual period. Aggregate limits of liability as stated in this policy shall apply separately to each annual period.

16. Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy[signed by _____ (here insert titles of authorized company officials or representatives); provided, however changes may be made in the written portion of the declaration by _____ (here insert titles

of authorized company representatives) when initialed by such _____
(here insert titles of authorized company representatives) or by endorsement
issued to form a part of this policy signed by such _____ (here
insert titles of authorized company representatives)) 1.

17. Assignment Assignment of interest under this policy shall not bind the
company until its consent is endorsed hereon.

18. Cancellation This policy may be canceled by the named insured by
mailing to the company written notice stating when thereafter the cancella-
tion shall be effective. This policy may be canceled by the company by
mailing to the named insured, contractor and governmental authority at the
respective addresses shown in this policy written notice stating when not
less than thirty days thereafter such cancellation shall be effective. The
mailing of notice as aforesaid shall be sufficient proof of notice. The
effective date and hour of cancellation stated in the notice shall become the
end of the policy period. Delivery of such written notice either by the
named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in
accordance with the customary short rate table and procedure. If the com-
pany cancels, earned premium shall be computed pro rata. Premium adjust-
ment may be made either at the time cancellation is effected or as soon as
practicable after cancellation becomes effective, but payment or tender of
unearned premium is not a condition of cancellation.

19. Declarations By acceptance of this policy the named insured agrees that
such statement in the declarations as are made by him are his agreements and
representations, that this policy is issued in reliance upon the truth of
such representations and that this policy embodies all agreements existing
between himself and the company or any of its agents relating to this insurance.
(For policy issued by one company)

In witness whereof, the Blank Indemnity Company has caused this policy to
be signed by its president and a secretary at _____ and countersigned
on the declarations page by a duly authorized agent of the company. 8
(FACSIMILE OF SIGNATURE) (FACSIMILE OF SIGNATURE)
Secretary President
(For policy issued by two companies)

In witness whereof, the Blank Indemnity Company has caused this policy
with respect to coverages _____ and such other parts of the policy as
are applicable thereto, to be signed by its president and a secretary at _____ 8
_____, and countersigned on the declarations page by a duly authorized
agent of the company.
(FACSIMILE OF SIGNATURE) (FACSIMILE OF SIGNATURE)
Secretary President

In witness whereof, the Blank Insurance Company has caused this policy,
with respect to coverages _____ and such other parts of the policy as
are applicable thereto, to be signed by its president and a secretary at _____ 8
_____, and countersigned on the declarations page by a duly authorized agent
of the company.
(FACSIMILE OF SIGNATURE) (FACSIMILE OF SIGNATURE)
Secretary President

UNION PACIFIC RAILROAD COMPANY
LAW DEPARTMENT

Utah Docket No. 21-888-01
Exhibit UP_(PR-2)

406 West First South
P.O. Box 2459
SALT LAKE CITY, UTAH 84110
(801) 363-1454

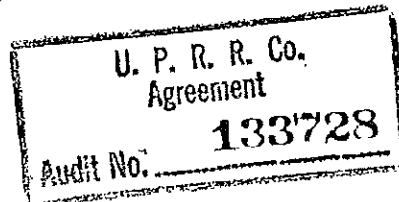
STEVEN A. GOODSSELL
GENERAL SOLICITOR



August 10, 1982

Work Order No. 25099

City of Logan
61 West First North Street
Logan, Utah 84321



Gentlemen:

Re: Agreement LD No. 25436
CITY OF LOGAN, UTAH
Public Road Crossings
Logan, Utah (MP 23.82, 25.37
26.41, 25.10, 25.90, 24.85, 23.95)

Your fully executed counterpart original of the
above agreement is sent you herewith for your records.

Before commencing the above work, the person to
whom notice is to be given in accordance with the agreement
is: H. A. Narvaez, Roadmaster, Phone: (801) Salt Lake
363-1544, Ext. 81-381 or 81-382.

Very truly yours,

Steven A. Goodsell

cc: Mr. H. A. Narvaez

bc: Mr. R. L. Epperson

The Railroad Company's original of the above agreement
is sent you herewith. Will you please advise the Audit Number
assigned thereto. Notice of expiration, if applicable, should
be forwarded to the person below designated by asterisk.

S. A. G.

bc: Mr. R. M. Brown
Mr. R. E. Irion
Mr. J. R. Hart
Mr. D. J. Austin * (RE 82-57)
Mr. R. W. Redick-Omaha

MGR-BILLING & CONTRACTS			
PJM	SECY	EJM	DJK
CEC	<input type="checkbox"/> COMPLY	IGLW	PEK
NGN			
UHA			
AUG 12 1982			
<input type="checkbox"/> INFORMATION			
<input type="checkbox"/> FILE			
<input type="checkbox"/> REPLY			

One copy is enclosed for your file.

S. A. G.