
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Pipeline Longitudinal Occupancy Agreement in Conjunction with the County Road 46A, Phase III, Project (CSX Agreement No. CSX-057801)

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Jerry Matthews

EXT: 5646

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Pipeline Longitudinal Occupancy Agreement with CSX Transportation, Inc., in conjunction with the County Road 46A, Phase III, Project (CSX Agreement No. CSX-05801).

District 5 Brenda Carey

Jerry McCollum

BACKGROUND:

A Pipeline Longitudinal Occupancy Agreement with CSX Transportation, Inc. is necessary for relocation of an existing pipe and inlet within the CSX Transportation, Inc. right-of-way in conjunction with the proposed widening of County Road 46A, Phase III, (Capital Improvement Project #00011401). CSX Transportation, Inc. has estimated the reimbursable expenses for this project will be approximately \$1,625.00. These funds are for a one-time License Fee and Railroad Protective Liability Insurance to construct and maintain the proposed pipeline solely for the transmission of stormwater along the rail corridor within the CSX Transportation Inc.'s right-of-way.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Pipeline Longitudinal Occupancy Agreement in conjunction with the County Road 46A, Phase III, Project (CSX Agreement No. CSX-05801).

ATTACHMENTS:

1. Location Map
2. Pipeline Longitudinal Agmt-CR46A-3
3. CSX Letter-Agreement Checklist

Additionally Reviewed By:

County Attorney Review (Matthew Minter)



LOCATION MAP

PIPELINE LONGITUDINAL OCCUPANCY AGREEMENT

THIS AGREEMENT, Made and effective as of _____, 2007, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS, a municipal corporation, political subdivision or state agency, under the laws of the State of Florida, whose mailing address is 1101 E. First Street, Sanford, Florida 32771, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct, use and maintain a pipeline, solely for the transmission of stormwater drainage, hereinafter called "Pipeline," along the rail corridor, right of way and property owned or controlled by Licensor at or near Sanford, County of Seminole, State of Florida, beginning at a point opposite Valuation Station 40362+99, Milepost A-767.69, on the western side of Licensor's maintrack, thence proceeding in an westerly direction for a distance of 7 feet, thence proceeding in a southerly direction paralleling Railroad's trackage for a distance of 8 feet where it terminates at a point opposite Valuation Station 40363+07, Milepost A-767.69, Sanford Subdivision, hereinafter called the "Occupancy," as shown on prints of drawings labeled Exhibit A, dated May 21, 2007, Sheets 1 through 4, attached hereto and made a part hereof; other details and data pertaining to said Pipeline being as indicated on Application Form, dated May 25, 2007, also attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Occupancy for any and all purposes;

(B) All encumbrances, conditions, covenants and easements applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby grant to Licensee the nonexclusive license and permission to construct, maintain, repair, renew, operate, use, alter or change said Pipeline in the Occupancy above solely for the use stated above, for the term herein stated, and to remove same upon termination.

1.2 The term Pipeline, as used herein, shall include only the pipes, ducts, casing, vents, manholes, connectors, fixtures, appliances and ancillary facilities devoted exclusively to the transmission usage above within the Occupancy, and as shown on attached Application Form.

1.3 No additional pipeline or other facilities shall be placed, allowed or maintained by Licensee in, upon or along the Occupancy except upon separate prior written consent of Licensor.

2. LICENSE FEE; TERM:

2.1 In lieu of annual payments and in consideration of Licensor's waiver of future fee increases, Licensee shall pay Licensor a one-time nonrefundable License Fee of FIVE HUNDRED AND 00/100 U.S. DOLLARS (\$500.00) upon execution of this Agreement. Licensee agrees that the License Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Pipeline or Occupancy.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon (a) default, (b) Licensee's cessation of use of the Pipeline or Occupancy for the purpose(s) above, (c) removal of the Pipeline, (d) subsequent mutual consent, and/or (e) failure of Licensee to complete installation within 5 (five) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Pipeline and appurtenances, and/or maintenance thereof, or for any public works project of which said Pipeline is a part.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove said Pipeline, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor, (A.R.E.M.A. Specifications), Licensee's particular industry, and/or any governmental or regulatory body having jurisdiction over the Occupancy or Pipeline.

3.2 Location and construction of Pipeline shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of the material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All Licensee's work and exercise of rights hereunder shall be undertaken so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair or removal of said Pipeline, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to Pipeline, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Pipeline, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Occupancy, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Occupancy shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make, or from improper or incomplete, repairs or maintenance of Pipeline.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Occupancy for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (state, federal or local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (20 CFR 1926.651(b), et al.), and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) Support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) Backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) Either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner as Licensor may approve.

5.2 After construction or maintenance of Pipeline, Licensee shall:

- (A) Restore said track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of Pipeline or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Occupancy area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's right-of-way and property necessitate any change of location, height or depth of Pipeline or Occupancy, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in Pipeline or Occupancy to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes, at Licensee's cost.

7. PIPE CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of Pipeline and Occupancy in relation to the existing track(s) and facilities, and shall relocate Pipeline or change Occupancy, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of this Agreement or of any public authority.

7.2 If Licensee undertakes to revise, renew, relocate or change all or any part of Pipeline (including any change in circumference, diameter or radius of pipe or carrier pipe, change in pipe operating pressure, or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before any such change is made. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Pipeline/Occupancy herein permitted may not presently interfere with Licensor's railroad operations or facilities, in the event that the operation, existence or maintenance of said Pipeline, in the sole judgment of Licensor, causes: (a) interference (physical, magnetic or otherwise) with Licensor's communication, signal or other wires, powerlines, train control system, or other facilities; or (b) interference in any manner with the operation, maintenance or use of the right-of-way, track(s), structures, pole lines, devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly take such remedial action or make such changes in its Pipeline as may be required in the judgment of Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so, at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect Licensee's Pipeline, Licensor hereby reserves the right to inspect same and to require Licensee to undertake necessary repairs, maintenance or adjustments to Pipeline, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 Licensee hereby assumes, and, to the fullest extent permitted by State law (Constitutional or Statutory, as amended), shall defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of Pipeline or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of Pipeline, wherein agents, equipment or personnel of Licensee are on the railroad right-of-way, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's right-of-way involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or Pipeline in, on, over or under the Occupancy, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment arising out of rail operations. For this Section, the term "Licensee's Property" shall include pipe contents as well as property of third parties situated or placed upon Licensor's right-of-way by Licensee or by such third parties at request of or for benefit of Licensee.

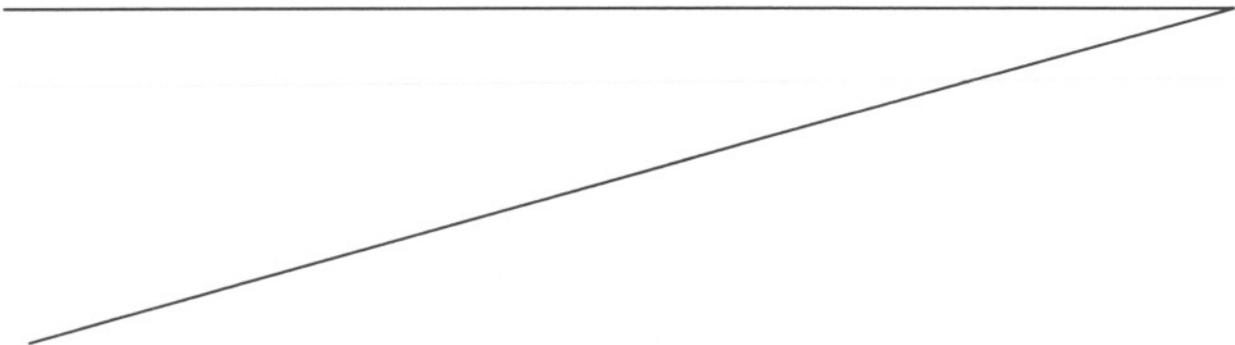
9.3 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which may result from Licensee's failure to maintain either the Pipeline or the required depth and encasement for Pipeline.

9.4 To the extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Occupancy area, arising from or in connection with the use of this Occupancy or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through said Pipeline; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such leakage.

9.5 Obligations of Licensee hereunder to defend, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the right-of-way on which the Crossing is located, and their respective officers, agents and employees.

9.6 If a claim is made or action is brought against either party, for which the other party may be responsible hereunder, in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such claim or action.

9.7 Notwithstanding anything contained in this Agreement, the limitations of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintain under this Agreement.



10. INSURANCE:

10.1 Prior to commencement of surveys, construction or occupation of Occupancy pursuant to this Agreement, Licensee shall procure, and shall maintain during the continuance of this Agreement, at Licensee's sole cost and expense, a policy of Commercial General Liability Insurance (CGL), naming Licensor, and/or its designee, as additional insured and covering liability assumed by Licensee under this Agreement. A coverage limit of not less than THREE MILLION AND 00/100 U.S. DOLLARS (\$3,000,000.00) Combined Single Limit per occurrence for bodily injury liability and property damage liability is currently required as a prudent minimum to protect Licensee's assumed obligations. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to Speed Code C907 at the address listed above.

10.2 If said CGL policy does not automatically cover Licensee's contractual liability during periods of survey, construction, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be additional security therefor.

10.5 In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Occupancy, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

11. GRADE CROSSINGS; FLAGGING:

11.1 Nothing herein contained shall be construed to permit Licensee, or any contractor of Licensee, to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor (CSXT Form 7422).

11.2 If Licensor deems it advisable, during the progress of any construction, maintenance, repair, renewal, alteration, change or removal of said Pipeline, to place watchmen, flagmen, inspectors or supervisors at the Occupancy for protection of operations of Licensor or others on Licensor's right-of-way, and to keep persons, equipment and materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or pipe changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto, shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor, subject to Licensee's budgetary rules. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all materials used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate(s). Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee shall fail or refuse to fully and completely perform any of said covenants or to remedy any breach, within thirty (30) days after receiving a written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of revoking this Agreement, and the privileges and powers hereby conferred, regardless of license fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 Any waiver by Licensor of any breach of covenant or condition shall not be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon (a) termination, (b) revocation, (c) subsequent agreement, or (d) Licensee's removal of Pipeline from the Occupancy. However, neither the termination nor revocation of this Agreement shall affect any claims and liabilities which may have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee at its sole risk and expense, shall (a) remove Pipeline from the right-of-way of Licensor, unless the parties hereto agree otherwise, (b) restore property of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor's Division Engineer (Jacksonville Division, 6735 Southpoint Drive, J-390, Building II, Jacksonville, FL 32216) at least thirty (30) days written notice before doing any work on Licensor's right-of-way, except that in cases of emergency shorter notice may be given to said Division Engineer. The rail operations emergency phone number for Licensor is: 1-800-232-0144. The emergency phone number for Licensee is: (407) 448-2954.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address shown on Page 1, and to Licensor at the address shown on Page 1, c/o CSXT Contract Administration J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be effective upon (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privilege of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Occupancy.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by written notice to Licensee or any such assignee; and Licensee shall reimburse Licensor any loss, cost or expense incurred by Licensor as a result of Licensee's failure to obtain said written consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Right-of-Way in Crossing(s) occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Right-of-Way in the Occupancy, and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Right-of-Way, and all leases, licenses and easements or other interests previously granted to others herein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Right-of-Way which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Occupancy is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Right-of-Way, with dominion and control over such portion of the Right-of-Way remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Right-of-Way occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Right-of-Way and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Right-of-Way. Licensee further acknowledges that it does not have the right to occupy any portion of the Right-of-Way held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Right-of-Way that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Right-of-Way in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon Licensee's facilities placement, or the presence of Licensee's facilities in, on, or along Occupancy, including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Occupancy, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in License to said property other than the license herein created.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable federal, state, county, municipal or other local statute, ordinance or law. However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) hereof shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Pipeline and Occupancy are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Licensor shall refund to Licensee any overpayments collected, plus any taxes paid in advance; PROVIDED, however, such refund shall not be made when the cumulative total involved is less than One Hundred Dollars (\$100.00).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

**MARYANNE MORSE, Clerk to the
Board of County Commissioners in
and for Seminole County, Florida.**

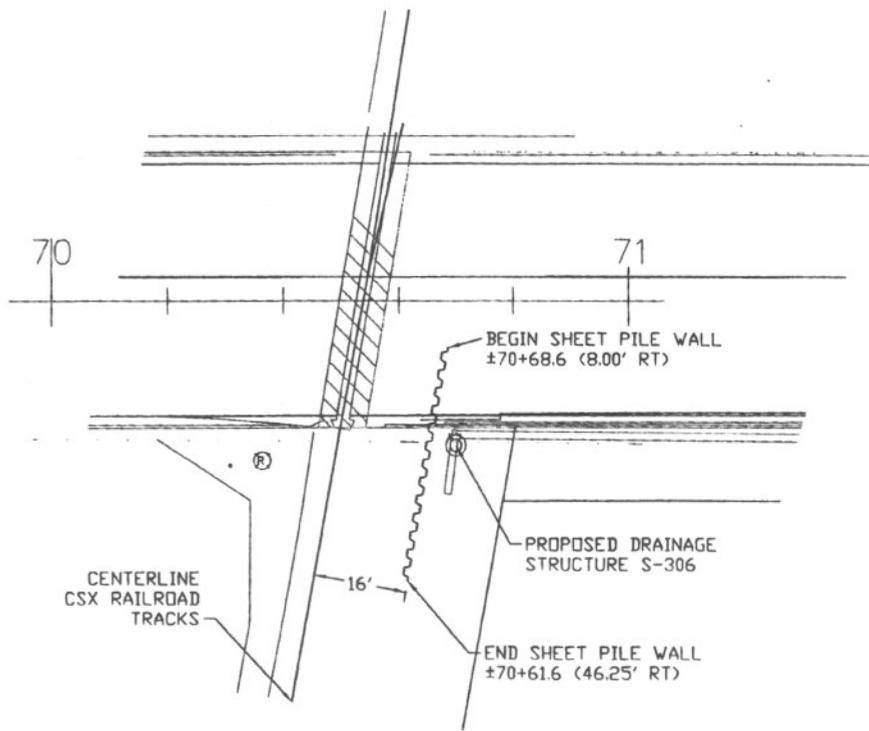
Brenda Carey , Chairman

Date: _____

**As authorized for execution by the Board of
County Commissioners at their _____, 2007
regular meeting.**

For Use and Reliance of Seminole County Only
Approved as to Legal Form and Sufficiency

County Attorney



PLAN

Sheet 2 of 4

SEMINOLE COUNTY
FLORIDA

C.R. 46A @ CSX RR TRACKS
TEMPORARY SHORING
FOR STRUCTURE S-306

GIBBS & REGISTER, INC.
232 SOUTH DILLARD STREET
WINTER GARDEN, FL 34787

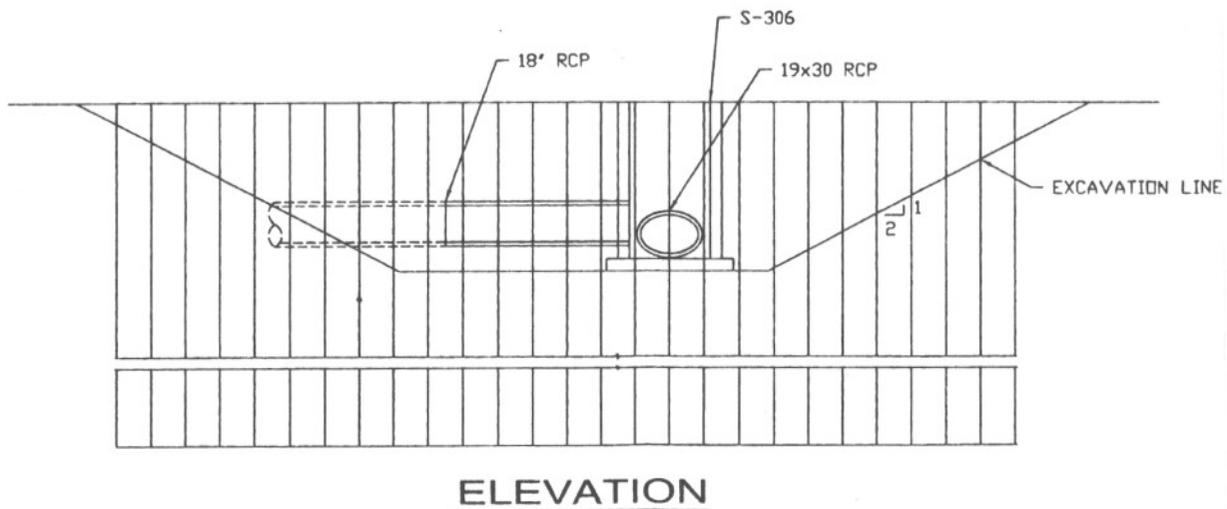
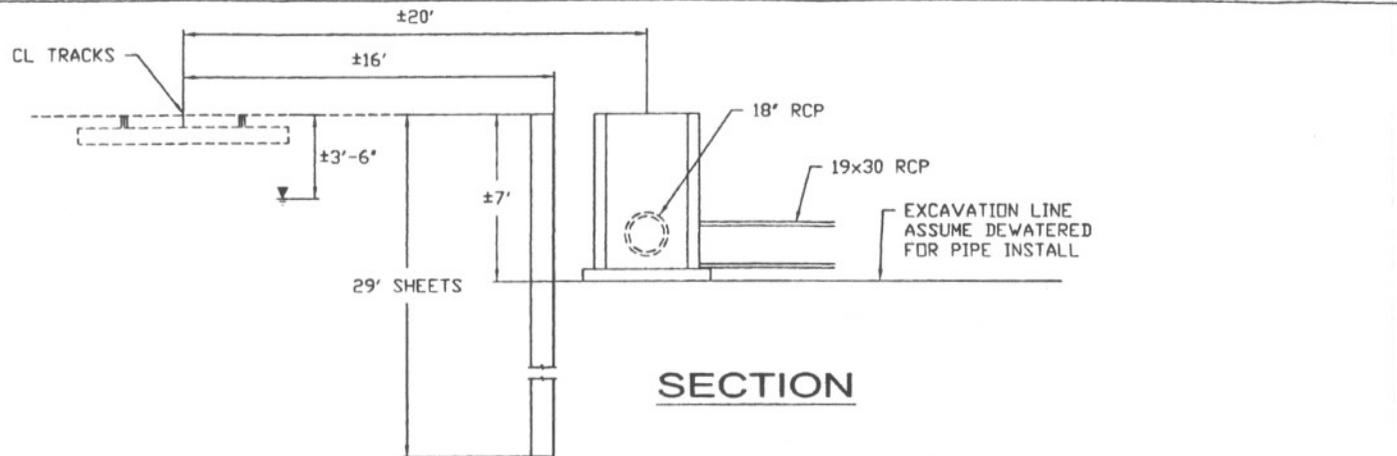
J. Gibbs
05-21-07

DATE: 05-21-07

SCALE: 1" = 20'-0"

SHEET NO:

SP-1



Sheet 3 of 4

SEMINOLE COUNTY
FLORIDA

**C.R. 46A @ CSX RR TRACKS
TEMPORARY SHORING
FOR STRUCTURE S-306**

GIBBS & REGISTER, INC.
232 SOUTH DILLARD STREET
WINTER GARDEN, FL 34787

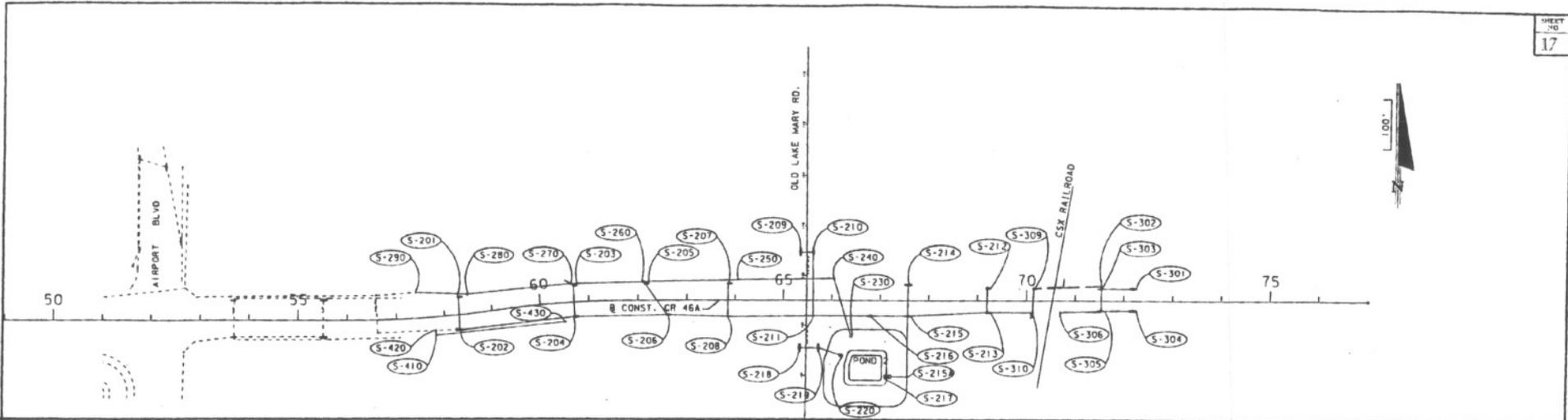
Joel Oas
05-21-07

DATE: 05-21-07

SCALE: 1" = 5'-0"

SHEET NO.:

SP-2



<p>S-201 STA. 58+32.00 (35.49' Lt.) Ø CONST. CR 46A CONST. INLET TYPE P-5 INDEX NO. 200, 201, 211 INLET EL. 42.24 FL 38.07 (RT)</p>	<p>S-201 STA. 63+85.00 (33.25' Lt.) Ø CONST. CR 46A CONST. INLET TYPE P-5 INDEX NO. 200, 201, 211 INLET EL. 44.10 FL 36.56 (RT)</p>	<p>S-212 STA. 69+20.00 (24.65' Lt.) Ø CONST. CR 46A CONST. INLET TYPE P-5 INDEX NO. 200, 201, 211 INLET EL. 45.10 FL 40.92 (RT)</p>	<p>S-217 STA. 67+08.72 (151.89' Rt.) Ø CONST. CR 46A CONST. 36" MES (4:1) INDEX NO. 272 FL 40.20</p>	<p>S-250 STA. 64+05.00 (42.00' Lt.) Ø CONST. CR 46A CONST. MANHOLE TYPE P-7 INDEX NO. 200, 201 Rim El. 44.70 FL 38.36 (AH) FL 38.36 (BK)</p>	<p>S-301 STA. 72+18.33 (24.25' Lt.) Ø CONST. CR 46A CONST. INLET TYPE P-6 INDEX NO. 200, 201, 211 INLET EL. 45.37 FL 40.96 (BK)</p>	<p>S-309 STA. 70+15.00 (24.25' Lt.) Ø CONST. CR 46A CONST. INLET TYPE P-5 INDEX NO. 200, 201, 211 INLET EL. 45.88 FL 40.77 (AH)(EXIST) (FIELD VERIFY) FL 40.77 (RT)</p>
<p>S-202 STA. 58+29.00 (30.43' Rt.) Ø CONST. CR 46A CONST. INLET TYPE J-5 INDEX NO. 200, 201, 211 INLET EL. 42.26 FL 36.46 (AH) FL 37.96 (LT)</p>	<p>S-208 STA. 63+85.00 (33.00' Rt.) Ø CONST. CR 46A CONST. MANHOLE TYPE J-7 INDEX NO. 200, 201 Rim El. 44.08 FL 36.02 (AH) FL 36.02 (BK) FL 36.44 (LT)</p>	<p>S-213 STA. 69+20.00 (23.70' Rt.) Ø CONST. CR 46A CONST. INLET TYPE P-5 INDEX NO. 200, 201, 211 INLET EL. 45.12 FL 40.33 (BK) FL 40.83 (LT) FL 40.33 (AH)</p>	<p>S-218 STA. 107+54.70 (13.25' Lt.) Ø CONST. OLD LAKE MARY RD. CONST. INLET TYPE P-6 INDEX NO. 200, 201, 211 INLET EL. 45.01 FL 40.84 (RT)</p>	<p>S-260 STA. 62+10.00 (38.00' Lt.) Ø CONST. CR 46A CONST. DBI TYPE D (MODIFIED) BACK OF SIDEWALK INLET INDEX NO. 282 INLET EL. 42.68 FL 38.00 (AH) FL 38.00 (BK)</p>	<p>S-302 STA. 71+54.00 (40.00' Lt.) Ø CONST. CR 46A CONST. DBI TYPE C INDEX NO. 232 INLET EL. 46.36 FL 42.42</p>	<p>S-310 STA. 70+13.00 (24.50' Rt.) Ø CONST. CR 46A CONST. MANHOLE TYPE J-7 INDEX NO. 200, 201 Rim El. 46.65 INV EL. 39.71 (SUMP) FL 41.23 (RT) FL 40.71 (LT) FL 40.21 (BK) (CONTROL STRUCT. SEE DETAIL SHT. NO. 128)</p>
<p>S-203 STA. 60+70.00 (33.25' Lt.) Ø CONST. CR 46A CONST. INLET TYPE P-5 INDEX NO. 200, 201, 211 INLET EL. 42.90 FL 36.37 (RT)</p>	<p>S-209 STA. 109+46.67 (13.25' Lt.) Ø CONST. OLD LAKE MARY RD. CONST. INLET TYPE P-6 INDEX NO. 200, 201, 211 INLET EL. 44.98 FL 40.81 (RT)</p>	<p>S-214 STA. 67+56.92 (31.25' Lt.) Ø CONST. CR 46A CONST. INLET TYPE P-6 INDEX NO. 200, 201, 211 INLET EL. 44.47 FL 40.31 (RT)</p>	<p>S-219 STA. 107+54.70 (25.25' Rt.) Ø CONST. OLD LAKE MARY RD. CONST. INLET TYPE P-6 INDEX NO. 200, 201, 211 INLET EL. 44.65 FL 40.48 (RT) FL 40.48 (LT)</p>	<p>S-270 STA. 60+64.00 (38.00' Lt.) Ø CONST. CR 46A CONST. DBI TYPE D (MODIFIED) BACK OF SIDEWALK INLET INDEX NO. 282 INLET EL. 42.24 FL 37.79 (AH) FL 40.74 6" PVC FL 37.52 (BK)</p>	<p>S-303 STA. 71+54.00 (24.25' Lt.) Ø CONST. CR 46A CONST. INLET TYPE J-5 INDEX NO. 200, 201, 211 INLET EL. 46.00 FL 40.88 (AH) FL 42.23 (LT) FL 40.88 (RT)</p>	<p>S-410 STA. 57+80.00 (27.08' Rt.) Ø CONST. CR 46A CONST. MANHOLE TYPE P-7 INDEX NO. 200, 201 Rim El. 42.13 FL 37.13 (RT) FL 37.13 (BK) (EXIST. 42" RCP)</p>
<p>S-204 STA. 60+70.00 (29.25' Rt.) Ø CONST. CR 46A CONST. INLET TYPE J-5 INDEX NO. 200, 201, 211 INLET EL. 42.84 FL 36.27 (AH) FL 36.27 (BK) FL 36.27 (LT)</p>	<p>S-210 STA. 109+46.67 (13.25' Rt.) Ø CONST. OLD LAKE MARY RD. CONST. INLET TYPE P-6 INDEX NO. 200, 201, 211 INLET EL. 44.98 FL 40.77 (LT) FL 35.92 (BK)</p>	<p>S-215 STA. 67+56.92 (31.25' Rt.) Ø CONST. CR 46A CONST. INLET TYPE J-6 INDEX NO. 200, 201, 211 INLET EL. 44.47 FL 40.04 (AH) FL 34.33 (BK) FL 34.33 (RT) FL 40.20 (LT)</p>	<p>S-220 STA. 107+38.83 (75.77' Rt.) Ø CONST. OLD LAKE MARY RD. CONST. 18" MES (4:1) INDEX NO. 272 FL 38.50</p>	<p>S-270 STA. 60+64.00 (38.00' Lt.) Ø CONST. CR 46A CONST. DBI TYPE D (MODIFIED) BACK OF SIDEWALK INLET INDEX NO. 282 INLET EL. 42.24 FL 37.79 (AH) FL 40.74 6" PVC FL 37.52 (BK)</p>	<p>S-304 STA. 72+18.33 (20.25' Rt.) Ø CONST. CR 46A CONST. INLET TYPE P-6 INDEX NO. 200, 201, 211 INLET EL. 45.45 FL 41.28 (BK)</p>	<p>S-420 STA. 57+80.00 (36.47' Rt.) Ø CONST. CR 46A CONST. MANHOLE TYPE P-7 INDEX NO. 200, 201 Rim El. 42.13 FL 37.15 (RT) FL 37.15 (BK) (EXIST. 42" RCP)</p>
<p>S-205 STA. 62+14.00 (33.25' Lt.) Ø CONST. CR 46A CONST. INLET TYPE P-5 INDEX NO. 200, 201, 211 INLET EL. 43.22 FL 36.32 (RT)</p>	<p>S-211 STA. 65+62.00 (31.25' Rt.) Ø CONST. CR 46A CONST. MANHOLE TYPE J-7 INDEX NO. 200, 201 Rim El. 44.91 FL 34.50 (AH) FL 35.88 (BK) FL 35.66 (LT)</p>	<p>S-216 STA. 66+80.00 (31.25' Rt.) Ø CONST. CR 46A CONST. INLET TYPE J-5 INDEX NO. 200, 201, 211 INLET EL. 44.65 FL 34.40 (BK) FL 39.91 (AH) FL 34.40 (RT)</p>	<p>S-220 STA. 107+38.83 (75.77' Rt.) Ø CONST. OLD LAKE MARY RD. CONST. 18" MES (4:1) INDEX NO. 272 FL 38.50</p>	<p>S-280 STA. 58+50.00 (38.00' Lt.) Ø CONST. CR 46A CONST. DBI TYPE D (MODIFIED) BACK OF SIDEWALK INLET INDEX NO. 282 INLET EL. 41.60 FL 37.52 (AH) FL 37.52 (BK)</p>	<p>S-305 STA. 71+54.00 (20.25' Rt.) Ø CONST. CR 46A CONST. INLET TYPE P-5 INDEX NO. 200, 201, 211 INLET EL. 46.02 FL 41.17 (AH) FL 40.83 (BK) FL 40.83 (LT)</p>	<p>S-430 STA. 60+50.00 (38.06' Rt.) Ø CONST. CR 46A CONST. MANHOLE TYPE P-7 INDEX NO. 200, 201 Rim El. 41.72 INV EL. 40.22 (SUMP) FL 40.72 (AH) FL 41.23 (RT)</p>
<p>S-206 STA. 62+60.00 (29.25' Rt.) Ø CONST. CR 46A CONST. INLET TYPE J-5 INDEX NO. 200, 201, 211 INLET EL. 43.56 FL 36.12 (AH) FL 36.12 (BK) FL 36.12 (LT)</p>	<p>S-216 STA. 66+80.00 (31.25' Rt.) Ø CONST. CR 46A CONST. INLET TYPE J-5 INDEX NO. 200, 201, 211 INLET EL. 44.65 FL 34.40 (BK) FL 39.91 (AH) FL 34.40 (RT)</p>	<p>S-240 STA. 66+04.00 (44.00' Lt.) Ø CONST. CR 46A CONST. MANHOLE TYPE P-7 INDEX NO. 200, 201 Rim El. 45.60 FL 38.72 (RT) FL 38.72 (BK)</p>	<p>S-240 STA. 66+04.00 (44.00' Lt.) Ø CONST. CR 46A CONST. MANHOLE TYPE P-7 INDEX NO. 200, 201 Rim El. 45.60 FL 38.72 (RT) FL 38.72 (BK)</p>	<p>S-290 STA. 57+44.00 (52.00' Lt.) Ø CONST. CR 46A CONST. MANHOLE TYPE P-7 INDEX NO. 200, 201 Rim El. 41.59 FL 37.40 (AH) FL 37.40 (BK)(EXIST. 30" RCP)</p>	<p>S-306 STA. 70+70.00 (24.00' Rt.) Ø CONST. CR 46A CONST. MANHOLE TYPE P-7 INDEX NO. 200, 201 Rim El. 47.55 INV EL. 40.22 (SUMP) FL 40.72 (AH) FL 41.23 (RT)</p>	

DATE	BY	DESCRIPTION									

SEMIWOL COUNTY
ENGINEERING DEPARTMENT

PEC PROFESSIONAL ENGINEERING CONSULTANTS

Sheet 4 of 4

5/21/07

DRAINAGE DATA SYSTEM "2"



APPLICATION FOR PIPELINE CROSSING/PARALLELISM

All applications are to be submitted in accordance with CSXT's Pipeline Specification Package. Failure to strictly adhere to these specifications will result in delays, additional costs and possible return of your application. Drawings should either be 8½" x 11", 8½" x 14" or 11" x 17" size (refer to Drawing requirement checklist). CSXT reserves the right to approve or decline any application.

One original and one copy of this application form, together with plan and profile drawings, and a \$750.00 nonrefundable Review Fee are to be submitted to: *CSX Transportation, Inc., Property Services Department, J180, 500 Water Street, Jacksonville, FL 32202.*

DATE RECEIVED	
RECEIVED	
MAY 31 2007	
CSX TRANSPORTATION PROPERTY SERVICES	

- No work may proceed on CSXT's right of way until the Licensee has received a fully executed agreement and obtained notice to proceed from CSXT's local Roadmaster or its designee.
- Due to future maintenance responsibilities CSXT will not enter into an agreement with a Developer. It is the Developer's responsibility to coordinate the application with the local governing municipal authority.
- No verbal approvals will be granted. No Blasting on/under/near CSXT right of way. No Directional Boring.

Application Date: 5/15/07

CSXT File/Agreement Number: CSX-057801

Section 1: Pipeline Owner Info		<input type="checkbox"/> Check here if agreement should be mailed to this address	
Owner's Complete Legal Company Name:	Seminole County Board of Commissioners		
Contact Name/Title:	Jerry Matthews	Principal Coordinator	
Legal Address:	520 W. Lake Mary Blvd.		
City/State/Zip:	Sanford	Florida	32773
Street Address for Overnight Mail (check if same as legal address <input checked="" type="checkbox"/>):			
City/State/Zip:			
Email Address:	jmatthews@seminolecountyfl.gov		
Office/Alternate Phone:	407) 665-5646 ext.	() -	ext.
*Emergency No./Fax:	407) 448-2954 ext.	() -	
* The emergency number is needed in the event of derailment, pipe failure, etc...			
Type of Business:	(a) <input type="checkbox"/> Corporation State of Inc.: _____	(b) <input type="checkbox"/> Partnership Type: _____ State: _____	(c) <input type="checkbox"/> Other Describe: _____
	(d) <input checked="" type="checkbox"/> Municipality <u>Seminole County</u>		(e) <input type="checkbox"/> Individual

Section 2: Engineer/Consultant Info		<input type="checkbox"/> Check here if agreement should be mailed to this address	
Engineer/Consultant Company Name:	N/A		
Contact Name/Title:			
Street Address for Overnight Mail:	N/A		
City/State/Zip:			
Email Address:			
Office/Fax:	() - ext.	() -	
Cell/Alternate Phone:	() -	() - ext.	

Application Date: 5/25/07

CSXT File/Agreement Number: CSX-057801

Section 3: Reference Info			
Your Project Reference No.:			
Covered by a Master/General Agreement:		Agreement No:	Agreement Date:
Work to be performed by:		(a) <input type="checkbox"/> Owner's employees	(b) <input checked="" type="checkbox"/> Owner's contractor
Type of Installation:		<input type="checkbox"/> New	<input checked="" type="checkbox"/> *Revision to Existing (not found)
		<input type="checkbox"/> *Attachment to Existing	<input checked="" type="checkbox"/> *Upgrade to Existing
a) * If a revision, attachment or upgrade, you must provide detailed scope of project. <u>See attached Scope</u>			
b) * For existing crossings/parallelisms, furnish copy of existing RR Agreement or Agreement No.:			
Will pipeline connect to an existing facility within Railroad corridor?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
a) If yes, name of facility owner:		b) If yes, describe and show details on drawing.	

Section 4: Pipeline Location			
City/Town/Village:	<u>Sanford</u>	County:	<u>Seminole</u>
State/Province:	<u>Fl.</u>		
Occupancy Type:	<input type="checkbox"/> Crossing Only (Complete Section A or B)	<input type="checkbox"/> Crossing & Parallelism (Complete Sections A or B & C)	<input checked="" type="checkbox"/> Parallel Only (Complete Section C)

A. RR Milepost Location for Crossing (non-spur track)		*Do not measure from a DOT sign.	
Crossing location: _____ ft. (N / S / E / W) (direction) from RR Milepost:			
Latitude:	N : : .	Longitude:	W : : .
If Known:	Valuation Station:	Valuation Map No.:	

B. RR Milepost Location for Crossing (spur track)		*Do not measure from a DOT sign.	
Spur Track Crossing Location: _____ ft. (N / S / E / W) (direction) from RR Milepost: _____ to point-of- switch, then: _____ ft. along spur track to crossing location.			
Latitude:	N : : .	Longitude:	W : : .
If Known:	Valuation Station:	Valuation Map No.:	

C. RR Milepost Location for Parallelism		*Do not measure from a DOT sign.	
Parallelism location Enters CSXT R/W: <u>367 ft.</u> (N / <u>S</u> / E / W) (direction) from RR Milepost: <u>A-74</u> and Exits CSXT R/W: <u>33 ft.</u> (N / <u>S</u> / E / W) (direction) from RR Milepost: <u>A-767.67 / DOT/AAR 622 060C</u> <u>Stays in</u>			
Latitude:	N : : .	Longitude:	W : : . = Entrance
If Known:	Val. Station:	Val. Map No.:	= Entrance
Latitude:	N : : .	Longitude:	W : : . = Exit
If Known:	Val. Station:	Val. Map No.:	= Exit

Crossing Length/Segment on RR R/W:	ft.	Parallel Length/Segment on RR R/W:	<u>18</u> ft.
Will pipeline be located entirely within public road R/W?		<input checked="" type="checkbox"/> Yes, DOT Crossing No.:	<input type="checkbox"/> No
NOTE: Road name, number, and width of R/W are required on drawing. <u>See attached drawings</u>			

Continued on Page 3...

Application Date: 5/25/07

CSXT File/Agreement Number: CSX-057801

Section 5: Pipe Data & Specifics (Note: Metric Information will NOT be accepted.)

PIPE SPECIFICATIONS:	CARRIER PIPE:	CASING PIPE:
Substance to be conveyed: (<input type="checkbox"/> Flammable / <input checked="" type="checkbox"/> Non-Flammable)	Stormwater	N/A
Temperature:	N/A	N/A
Maximum Working Pressure:	N/A	N/A
Pipe Material:	Concrete	
Material Specifications & Grade:	Class III Concrete	
Specified Minimum Yield Strength:	4,000 PSI	
Nominal Size:	19" x 30"	N/A
Wall Thickness:	3.25"	
Type of Seam:	N/A	
Type of Joints:	O Ring	
Total Length Within CSXT R/W:	18 feet	

If Tunnel Liner Plates: Attach manufacturer's shop detail and computations that include plate thickness and gauge.

Location of Shut-Off Valves:	N/A		
Number of Manholes:	1	Number of Other:	1
Describe: 19" x 30" Concr. pipe			

Manholes shall be flush with top of ground and dimensions of ancillary structures are required on drawing.

Method of Installation:	(a) <input type="checkbox"/> Bore & Jack (Directional Bore is not accepted)		
	(b) <input checked="" type="checkbox"/> Other: <u>Open Trench</u>		
Protective Coating:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Cathodic Protection: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type:			
Temporary track support or rippapping required?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, describe and show details on drawing. <u>See Temp. Shoring Pk</u>

Section 6: Railroad Use Only

Division:	Jacksonville	Subdivision:	Sanford
No. of Crossings:	0 - does not cross	Val. Section/Map No.:	V3FL/32
Absolute Map No.:	V01069	PIN No.:	
Roadmaster Code:	P71	Parcel No.:	
Contract Type:	PISRW	Fiber:	Y
Val. Station (Crossing):	40362+99	Milepost No. (Crossing):	A 767.69
Val. Station (Parallelism):	From: 40362+99	To: 40363+07	
Milepost No. (Parallelism):	From: A 767.69	To: A 767.69	
Milepost No. (Spur Track):	, then ft. along spur track(s) to crossing location.		
Shortline Lease Corridor:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Shortline Lease Agmt. No.:	
Track Sold to Shortline:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Inspector Required:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Eng. Approval Letter:	<input type="checkbox"/> Yes <input type="checkbox"/> No	FDOT Eng. Approval Ltr.:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Project Manager:		Title:	
Approved by:		Title:	
Comments: _____			

Continued on Page 4...

CSXT DRAWING REQUIREMENTS FOR PIPELINE CROSSING/PARALLELISM

Application Date: 5/25/07

CSXT File/Agreement Number: CSX-057801

All information and measurements are to be clearly labeled and shown on all drawings. All drawings are to be submitted with CSXT's pipeline occupancy application form No. 7455. Failure to strictly adhere to these requirements may result in delays, additional costs and possible return of your application.

Drawings should either be 8½" x 11", 8½" x 14" or 11" x 17" size. CSXT reserves the right to approve or decline any application. Gray or monochrome scale required. Aerial photos must be separate from the drawing.

All applicable boxes must be checked,

(Note: Metric Information will NOT be accepted.)

<input checked="" type="checkbox"/>	Legible Drawing(s) size 8½ x11, 8½ x14 or 11x17.
<input checked="" type="checkbox"/>	Overall plan view for parallelisms
<input checked="" type="checkbox"/>	North Arrow
<input checked="" type="checkbox"/>	Title block with owner's legal name, drawing number and date.
<input checked="" type="checkbox"/>	New pipeline in bold lines .
<input checked="" type="checkbox"/>	Distance and direction from CSXT actual milepost monument/marker (not the DOT sign at the road crossing).
<input checked="" type="checkbox"/>	Distance and direction from nearest track and public road intersection.
<input checked="" type="checkbox"/>	Public road right-of-way lines (if within the confines of a public road crossing).
<input checked="" type="checkbox"/>	CSXT right-of-way lines relative to centerline of adjacent track(s).
<input checked="" type="checkbox"/>	Width of CSXT right of way.
<input type="checkbox"/>	Angle of crossing at track(s), and number of tracks crossed.
<input checked="" type="checkbox"/>	Plan View, cross-section and profile of casing and carrier pipes.
<input checked="" type="checkbox"/>	Points where pipeline enters and leaves CSXT's right-of-way.
<input checked="" type="checkbox"/>	Total length of carrier and casing pipe within CSXT right of way.
<input checked="" type="checkbox"/>	Cross-section of track at encroachment, including relevant dimensions.
<input type="checkbox"/>	Depth/minimum cover of casing pipe measured from: <input type="checkbox"/> Top of pipe to bottom of rail <input type="checkbox"/> Within the right-of-way but not beneath the track(s) <i>N/A</i> <input type="checkbox"/> Below any ditches
<input type="checkbox"/>	Description of Casing Pipe End Seals <i>N/A</i>
<input checked="" type="checkbox"/>	Measurement to any manhole(s)/other(s) from nearest/adjacent track(s) and milepost.
<input type="checkbox"/>	Size and location of Vent pipes on cross section/profile drawing (for flammable substance with sealed casing pipe). <i>N/A</i>
<input type="checkbox"/>	Location of shut off valves: (a) Crossings: No further than 2,000 feet from centerline of nearest track; (b) Parallelisms: Within 2,000 feet of entrance and exit point of CSXT right-of-way <i>N/A</i>
<input type="checkbox"/>	Location of any CSXT signals, signal equipment, road crossing warning devices, poles, pole lines, bridges, and any other facilities relevant to the pipeline and the location of the pipeline. <i>N/A</i>
<input type="checkbox"/>	Location of all proposed/performed geotechnical borings – This is required for all casings with an O.D. of 48 inches or greater. <i>N/A</i>
<input checked="" type="checkbox"/>	Facilities, structures, obstructions, etc... to be relocated.
<input type="checkbox"/>	Distance of face of Launching & Receiving Pits located from centerline of adjacent track @ 90°. <i>N/A</i>
<input type="checkbox"/>	Launching Pit and Receiving Pit Dimensions: Width, Length and Depth. <i>N/A</i>

I affirm that I have reviewed CSXT's Pipeline Specifications and the foregoing information complies with the current CSX Pipeline Specifications, governing laws or regulations, and accurately reflects the proposed pipeline crossing/parallelism of CSXT's right of way.

Applicant's Signature: *Jerry Matthews*

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/16/07

PRODUCER 1-800-524-0191
Arthur J. Gallagher Risk Management Services, Inc.
7380 W. Sand Lake Road
Suite 390
Orlando, FL 32819

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Seminole County BOCC
200 W County Home Road
Sanford, FL 32773

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lloyds of London	10786
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pub Officials Clm Md <input checked="" type="checkbox"/> \$100,000. SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	J076127	10/01/07	01/01/09	EACH OCCURRENCE \$ 900,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$100,000. SIR	J076127	10/01/07	01/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 900,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	J076127	10/01/07	01/01/09	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 300,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 300,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 300,000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 300,000	E.L. DISEASE - EA EMPLOYEE	\$ 300,000	E.L. DISEASE - POLICY LIMIT	\$ 300,000
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E.L. DISEASE - EA EMPLOYEE	\$ 300,000												
E.L. DISEASE - POLICY LIMIT	\$ 300,000												
	OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

WC/EL SIR: \$200,000
 REF: Agreement No. CSX-057801
 CSX Transportation, Inc. is included as Additional Insured under the General Liability policy shown above only insofar as permitted by Florida Statute 768.28 and otherwise allowed by law. Additional Insured status is provided as required by written contract and with respect to operations by or on behalf of the Named Insured.

CERTIFICATE HOLDER

CSX Transportation
 Attn: Contract Administration
 500 Water Street, SC J180
 Jacksonville, FL 32202-4467

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

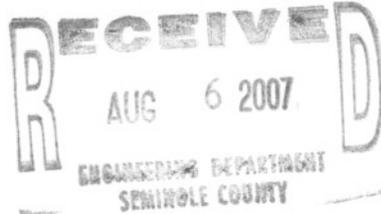
IMPORTANT

ARTHUR J. GALLAGHER & CO. DISCLAIMER

SURPLUS LINES (NON-ADMITTED) CARRIERS

"This insurance is issued pursuant to the Florida Surplus Lines Law. Persons insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer."

CSX
TRANSPORTATION
Dona Jadwin
Contract Specialist
Property Services



500 Water Street
Jacksonville, FL 32202
(904) 633-1108
FAX: (904) 633-3450
Dona_Jadwin@CSX.com

August 3, 2007

CSX Agreement No. CSX-057801

Mr. Jerry Matthews
Principal Coordinator
Seminole County Board of County Commissioners
520 W. Lake Mary Blvd.
Sanford, FL 32773

Re: Installation of pipeline(s) in Sanford, Florida.

Dear Mr. Matthews:

We have reviewed your application(s), and proposed Agreements are attached. After carefully reviewing the attached Agreement Checklist, please arrange for execution and return all originals of the Agreement to my attention at the address shown above. They will be executed on behalf of CSXT and an original will be returned to you for your records.

Please note, that due to the nature of your project, an inspector must be present during construction, in addition to any flagging services. The costs for these services will be billed separately, and are not included in the attached checklist.

In order to provide you with the quickest turnaround time possible, it is important that you provide all of the required items highlighted on the attached Agreement Checklist. Thank you for your cooperation.

Very truly yours,

A handwritten signature in black ink, appearing to read "Dona J." followed by a stylized flourish.

Dona Jadwin

Attachment

For current or future requests, download the most current application packages for pipes, wires, etc... at
http://www.csx.com/?fuseaction=general.csxp_lease

For CSXT Valuation/Property Map requests, please visit http://www.csx.com/?fuseaction=general.csxp_map

AGREEMENT CHECKLIST
Agreement Number: CSX-057801

Please perform the following when executing the attached instrument:

Sign the signature page in order to execute the agreement:

Execution on behalf of a CORPORATION should be accomplished by the President, Vice President or an officer authorized by Board Resolution to execute legal documents on behalf of the Corporation. (Copy of Board Authorization should be furnished for anyone signing, other than the President or Vice President.) If the Corporate name is set out erroneously in the Agreement, the document should be executed and the name corrected and initialed where it appears. (Municipal Corporation, furnish copy of such Resolution.)

The signature(s) must be WITNESSED by ONE (1) witness in the space(s) provided.

NAME(S) and TITLE(S) of person(s) executing the agreement must be typed or printed in ink directly beneath signature(s).

A Tax Identification Number is required.

Furnish Certificate of Insurance which states "**CSX Transportation, Inc. as additional insured,**" and contains the Agreement Number in the "Descriptions" box on the certificate, which is required under the INSURANCE Article, to Speed Code J180, 500 Water Street, Jacksonville, FL 32202. Questions regarding the insurance requirements should be directed to this office for handling.

Certificate of Tax Exemption

In returning the Agreement, please furnish the following fee(s) set out in the Article(s) described within the Agreement:

One-Time License Fee (refer to FEE's Article)	\$500.00
Railroad Protective Liability Insurance (refer to INSURANCE Article)	\$1,125.00*
TOTAL DUE	\$1,625.00

* If because of State Statute/Law you cannot meet the monetary coverage limits required in Section 10.1 of the Agreement, you must pay the total due listed above, which includes a 50% surcharge in the amount of \$375.00, which will be applied towards the RPL payment. If you can meet the monetary requirements of Section 10.1, you may reduce the total amount due by \$375.00. Payment of the surcharge does not waive Section 10.1, it only compensates for less than required monetary coverage. You will still need to provide insurance documentation in accordance with Section 10.1.