

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, Made and effective as of October 27, 2009, by and between CSX TRANSPORTATION INC, a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a municipal corporation, political subdivision or state agency, under the laws of the State of Florida, whose mailing address is 96160 Nassau Place, Yulee, Florida 32097, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) twenty-four inch (24") diameter sub-grade pipeline crossing, solely for the conveyance of stormwater, located at or near Callahan, Nassau County, Florida, Jacksonville Division, Nahunta Subdivision, Milepost A-623.56,

hereinafter, collectively, called the "Encroachment," as shown on print(s) labeled Exhibit "B," attached hereto and made a part hereof; other details and data pertaining to said Facilities being as indicated on Exhibit "A," 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 Encroachment for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations 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 license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Facility Application Form and plan(s).

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

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIVE HUNDRED Dollars AND 00/100 U.S. DOLLARS (\$500.00) upon execution of this Agreement. Licensee agrees that the Encroachment 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 Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) 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 Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, 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), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

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

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and 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 and/or removal of said Facilities, 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 the Facilities, 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 Facilities, 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 Encroachment, 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 Encroachment 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 repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment 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) (29 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), for 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 Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any 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 any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment 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 rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment 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. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe 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 such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), 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 make such changes in its Facilities or installation, as may be required in the reasonable judgment of the 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 the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, 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 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, 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 the Facilities 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 the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, 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 rail corridor 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 the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest 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 Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (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 Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, 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 rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation 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 maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its 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 Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, 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 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

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

10.5 (A) 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) require its contractor(s) performing such operations to 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.

(B) 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 Encroachment, 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.

10.6 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.

11. GRADE CROSSINGS; FLAGGING:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor 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 any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or 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.

11.3 Subject to Licensor's consent and to Licensor's Railroad Operating Rules and labor agreements, Licensee may provide flagmen, watchmen, inspectors or supervisors during all times of construction, repair, maintenance, replacement or removal, at Licensee's sole risk and expense; and in such event, Licensor shall not be liable for the failure or neglect of such watchmen, flagmen, inspectors or supervisors.

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 wire 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. 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 material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. 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 fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving 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 immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment 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 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall 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.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, 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.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which 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 the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor 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 at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall complete and submit Licensor's Outside Party Number Request Form (Form # OP) by facsimile, to facsimile numbers: (904) 245-3692 and (904) 633-3450. Licensee may also scan and email a completed form to email address: OP_Request@csx.com. A blank form, as well as additional instructions and

information, can be obtained from Licensor's web site, via web link:
http://www.csx.com/fuseaction=aboutproperty_corridor%20#scheduling.

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 904-225-5174.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, 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 considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges 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 written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all 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 Encroachment, upon written notice thereof to Licensee.

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 giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said 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 Encroachment or segment of Rail Corridor 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 Rail Corridor 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 Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor 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 Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor 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 Rail Corridor 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 Rail Corridor 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 the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), 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 Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

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(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein 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 Facilities and Encroachment 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 Licensors' 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 Licensors 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).

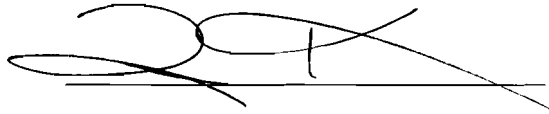
20. RIDERS:

21.1 The following Rider(s) is/are herewith attached and included herein:

☒ Telecommunication Cable or Fiber Optic Line

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 Licensors:



CSX TRANSPORTATION INC


By: 

Print/Type Name: Marie A. Musfeldt
Director

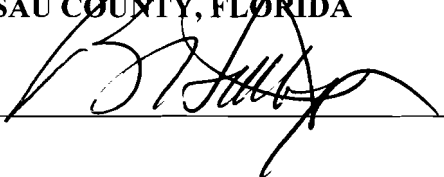
Print/Type Title: _____

Attestation: Only To Authenticity
As To Chairman's Signature:

Witness for Licensee:


John A. Crawford
Ex-Officio Clerk
EBK 11/9/09

**BOARD OF COUNTY COMMISSIONERS OF
NASSAU COUNTY, FLORIDA**

By: 

Who, by the execution hereof, affirms that he/she has
the authority to do so and to bind the Licensee to the
terms and conditions of this Agreement.

Print/Type Name: Barry V. Holloway

Print/Type Title: Chairman

Tax ID No.: 59-1863042

Authority under Ordinance or

Resolution No. 2009-191,

Dated 11-9-09.

COMMUNICATIONS CABLE OR FIBER OPTIC LINE PROTECTION RIDER

This Rider is and shall be a part of Agreement No. CSX635757, and is incorporated therein.

1. No construction of any type pursuant or related in any way to this Agreement shall be commenced by Licensee, or by any agent, representative, contractor, subcontractor of Licensee, without Licensee first giving at least thirty (30) days written notice to the following Parallel Cable Occupier(s):

("MCI") ATTN: Investigations
Mr. Dean Boyers
Worldcom/MCI Telecommunications Corporation
2400 North Glenville Drive
Richardson, TX 75082-4354
Phone No. (800) 624-9675
or (972) 729-6016

(NOTE: WRITTEN NOTICE TO MCI IS ALSO REQUIRED)

2. The notice shall be accompanied by drawing(s) showing the general plan, elevation, details and methods of Licensee's proposed construction, and the location of Occupier(s)' cable or facilities in relation to Licensee's proposed construction.

3. Prior to any construction, Licensee must locate and identify, any existing cable, wire or fiber optic line (including any appurtenances thereto) of said cable occupier(s) traversing or located in, on, or immediately adjacent to the proposed Crossing, at Licensee's sole risk.

4. Any changes, alteration, relocation or protection of wire(s), cable(s) or facilities of such Occupier(s), required by said Occupier(s), shall be at Licensee's sole expense except as otherwise negotiated between Licensee and said Occupier(s).

5. Licensee shall be solely responsible and liable for any damage to (e.g., cutting, dislocating, etc.) said wire(s) or cable(s), and appurtenances thereto, resulting in any way from Licensee's exercise of rights or privileges under this Agreement.

6. Licensee shall defend, indemnify and hold Licensor harmless from any such damage claims and any relocation or protection costs of said Occupier(s).



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, 1180, 500 Water Street, Jacksonville, FL 32202.**

DATE RECEIVED

- 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: May 15, 2009CSXT File/Agreement Number: CSX-635757

Section 1: Pipeline Owner			
Owner's Complete Legal Company Name:	Board of County Commissioners of Nassau County, Florida		
Contact Name/Title:	Jonathan Page, P.E.	Interim Director - Engineering Services	
Legal Address:	96160 Nassau Place		
City/State/Zip:	Yulee	Florida	32097
Street Address for Overnight Mail (check if same as legal address <input checked="" type="checkbox"/>):			
City/State/Zip:			
Email Address:	jpage@nassaucountyfl.com		
Office/Alternate Phone:	(904) 491-7330	(904) 753-0072	
*Emergency No./Fax:	()	(904) 491-3611	
* 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	(e) <input type="checkbox"/> Individual	

Section 2: Engineer/Consultant			
Engineer/Consultant Company Name:	RAM Professional Group		
Contact Name/Title:	Frank Gray	Project Manager	
Street Address for Overnight Mail:	8298 Bayberry Road, Suite #1		
City/State/Zip:	Jacksonville	FL	32256
Email Address:	fgray@ramprofessionalgroup.com		
Office/Fax:	(904) 731-5440	(904) 731-5465	
Cell/Alternate Phone:	()	()	

Continued on Page 2

Exhibit "A"
Sheet 1 of 4
CSXT File No. CSX-635757

Application Date: May 15, 2009

CSXT File/Agreement Number: _____

Your Project Reference No.: CN08-116			
Covered by a Master/General Agreement:		Agreement No:	
Work to be performed by: (a) <input type="checkbox"/> Owner's employees		Agreement Date: June 18, 2008	
Type of Installation: <input checked="" type="checkbox"/> New		(b) <input checked="" type="checkbox"/> Owner's contractor	
<input type="checkbox"/> *Revision to Existing		<input type="checkbox"/> *Attachment to Existing	
<input type="checkbox"/> *Upgrade to Existing			
a) * If a revision, attachment or upgrade, you must provide detailed scope of project.			
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.	

City/Town/Village:	Callahan	County:	Nassau	State/Province:	Florida
Occupancy Type:	<input checked="" type="checkbox"/> Crossing Only (Complete Section A or B)	<input type="checkbox"/> Crossing & Parallelism (Complete Sections A or B & C)	<input 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: 2180 ft. (N / S / E / W) (direction) from RR Milepost: A-624			
Latitude: N 30 : 34 : 14 . 67	Longitude: W 81 : 50 : 18 . 31		
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: _____ ft. (N / S / E / W) (direction) from RR Milepost: _____, and Exits CSXT R/W: _____ ft. (N / S / E / W) (direction) from RR Milepost: _____			
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:	200 ft.	Parallel Length/Segment on RR R/W:	0 Ft.
Will pipeline be located entirely within public road R/W? <input checked="" type="checkbox"/> Yes, DOT Crossing No.: N/A		<input type="checkbox"/> No	
NOTE: Road name, number, and width of R/W are required on drawing.			

Continued on Page 3

Exhibit "A"
 Sheet 2 of 4
 CSXT File no. CSX 605757

Application Date: May 15, 2009

CSXT File/Agreement Number: _____

PIPE SPECIFICATIONS:	CARRIER PIPE:	CASING PIPE:
Substance to be conveyed: (<input type="checkbox"/> Flammable / <input type="checkbox"/> Non-Flammable)	Storm Water	N/A
Temperature:	N/A	N/A
Maximum Working Pressure:	N/A	N/A
Pipe Material:	Ductile Iron	Steel
Material Specifications & Grade:	CL200 AWWA C150	ASTM A53
Specified Minimum Yield Strength:	42000 PSI	35000 PSI
Nominal Size:	24"	36"
Wall Thickness:	0.33	0.562
Type of Seam:	Seamless	Welded
Type of Joints:	Push on w/ restrainers	Welded
Total Length Within CSXT R/W:	200	200
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:	Number of Other:	Describe:
Manholes shall be flush with top of ground and dimensions of ancillary structures are required on drawing.		
Method of Installation:	(a) <input checked="" type="checkbox"/> Bore & Jack (b) <input type="checkbox"/> Other:	
Protective Coating:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Cathodic Protection: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Temporary track support or riprap required?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, describe and show details on drawing.	

Section 15: Railroad Data Only			
Division:		Subdivision:	
No. of Crossings:		Val. Section/Map No.:	
Absolute Map No.:		PIN No.:	
Roadmaster Code:		Parcel No.:	
Contract Type:		Fiber:	
Val. Station (Crossing):		Milepost No. (Crossing):	
Val. Station (Parallelism):	From:	To:	
Milepost No. (Parallelism):	From:	To:	
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 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

Exhibit "A"
 Sheet 3 of 4
 CSXT File No. CSX 635757

CSXT DRAWING REQUIREMENTS FOR PIPELINE CROSSING/PARALLELISMApplication Date: May 15, 2009

Agreement Number: _____

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 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 type="checkbox"/>	Distance and direction from nearest track and public road intersection.
<input 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 checked="" 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 checked="" type="checkbox"/>	Depth/minimum cover of casing pipe measured from: <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Top of pipe to bottom of rail <input type="checkbox"/> Within the right-of-way but not beneath the track(s) <input type="checkbox"/> Below any ditches
<input checked="" type="checkbox"/>	Description of Casing Pipe End Seals
<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).
<input type="checkbox"/>	Location of shut off valves: <ul style="list-style-type: none"> (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
<input checked="" 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.
<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.
<input type="checkbox"/>	Facilities, structures, obstructions, etc... to be relocated.
<input checked="" type="checkbox"/>	Distance of face of Launching & Receiving Pits located from centerline of adjacent track @ 90°.
<input checked="" type="checkbox"/>	Launching Pit and Receiving Pit Dimensions: Width, Length and Depth.

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.

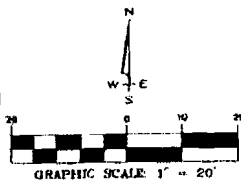
Applicant's Signature: **Exhibit "A"**Sheet 4 of 4CSXT File No CSX035757

SKETCH OF DESCRIPTION for PROPOSED JACK and BORE & PIPE

Exhibit "B"

Sheet 1 of 2

CSX Project No. 167



S-21
Sta. 19+80(22' R)
PROPOSED

Begin Jack and Bore
Sta 19+82 (21.22' R)

24" DI
CARRIER PIPE

ANNUAL SPACE SHALL REMAIN EMPTY.
SEAL BOTH ENDS WITH 12" (305) OR 6"
(152) DASH CLASS "C" CONCRETE PLUGS

36" CASING
0.562 STEEL

PIPE DETAIL
not-to-scale

24" Ductile Iron (DI) Pipe
12' Below CSX Crossing
2180' North of
Mile Post A-624

End Jack and Bore
Sta 17+73 (21.00' R)

NOT TO SCALE

PROJECT LOCATION

LOCATION MAP

Receiving Pit
10' X 10'
16.5' Deep

CR 115
(Old Dixie Highway)

Crossing Arm Base
Sta. 18+47(18' R)
(Overall size & under
ground foundation
not determined.)
36" Casing

S-20
Sta. 19+82(23' L)
PROPOSED
LEGEND:

S = CENTER LINE
STA. = STATION (OFF-SET)
ST = STORM PIPE
O = MANHOLE

CONSTRUCTION AND INSTALLATION
WILL BE DONE ACCORDING TO THE
CSX TRANSPORTATION DESIGN &
CONSTRUCTION STANDARD SPECIFICATIONS
PUBLISHED SEPTEMBER 15, 2003

NO	DATE	BY	REVISIONS
1	8/20/09	HL	REVISIONS PER CSX REVIEW
2	8/24/09	HL	REVISIONS PER CSX REVIEW
3	9/29/09	HL	REVISIONS ADDED SHEET 2



DESIGNED BY
HE. Lengfeller
PROJECT MANAGER

CONTRACTOR
A.J. JOHNS, INC.
3223 AMERITON ROAD
JACKSONVILLE, FL
32246-3696
TEL (904) 641-2555
FAX (904) 641-2102

DATE
SEP 29 2009
PRINT DATE

SCALE: 1" = 20'

THE SURVEYORS CERTIFICATION ON
THIS MAP IS FOR DIRECTIONAL
BORE DESIGN DATA ONLY -

Not valid without the signature and
the original raised seal of a Florida
licensed surveyor and mapper -

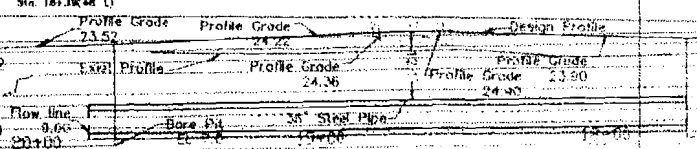
Based on plans provided by
The R-A-M Professional Group, Inc.

1. CHECKED: LARRY T. TINE
____ PAYMENT
____ DATE & AMOUNT
____ TERMS & BALANCE DUE
____ DEDUCTIONS
____ OTHER

IF THE UNDERSIGNED CERTIFICATE HAS BEEN REPRODUCED OR REPRODUCED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR, THE SURVEYOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED THEREIN.

DATE OF FIELD WORK: 5/09/09

SIGNATURE: *[Signature]*
SURVEYOR: *[Signature]*



CR 115
(aka OLD DIXIE HIGHWAY)
NASSAU COUNTY, FLORIDA.
for INC

PROPOSED PIPELINE CROSSING

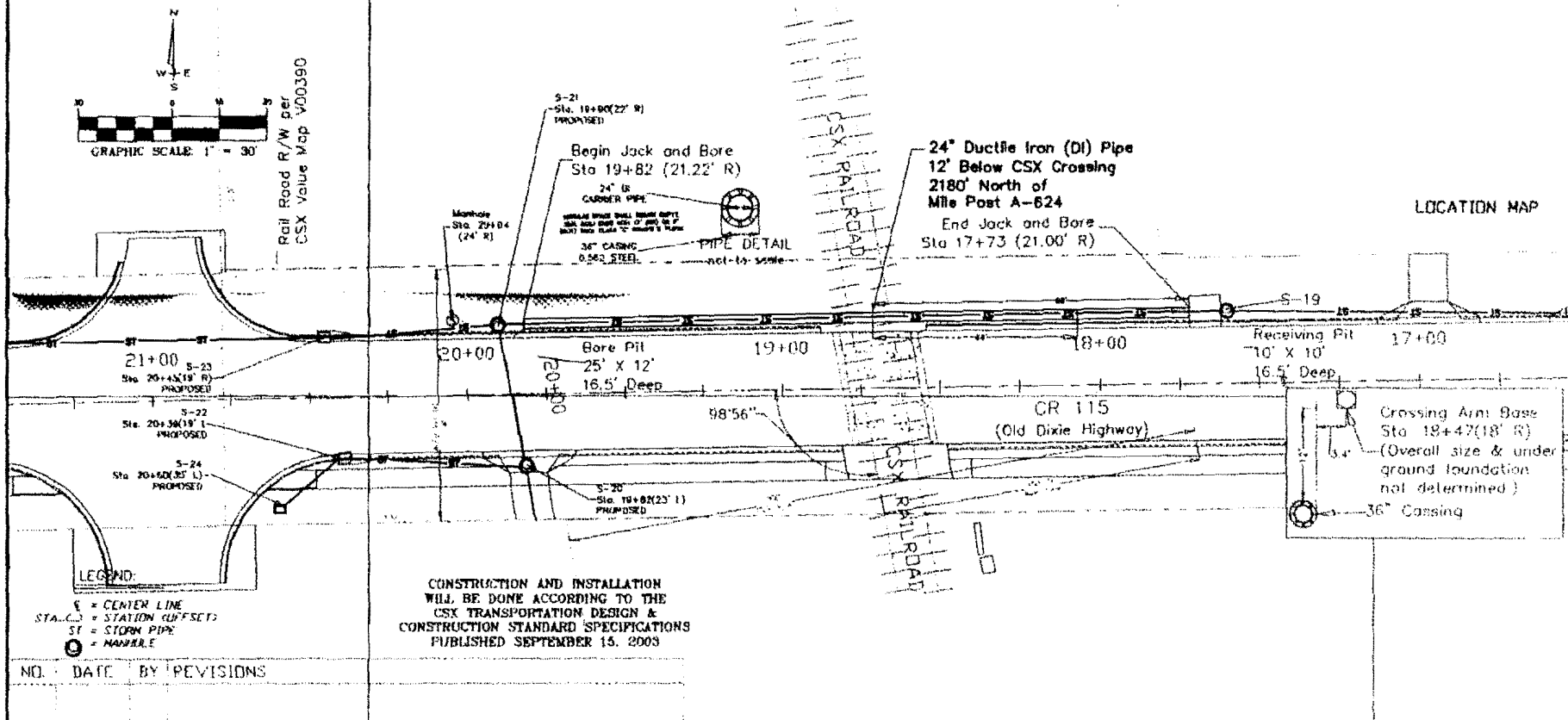
DRAWING FILE
08024

PROJECT NO
08024

SHEET NO. OF
1 2

SKETCH OF DESCRIPTION for PROPOSED JACK and BORE & PIPE

Exhibit "B"
Sheet 2 of 2
CSX File No. 05X030767



	INFORMATION PROVIDED BY: A.J. JOHNS, INC. CONTRACTOR 3225 ANNISTON ROAD JACKSONVILLE, FL 32246-3636 TEL: (904) 641-2055 FAX: (904) 641-2182	drawn by: H.C. Lengsfelder project manager M. Macini SEP 20 2003 PRINT DATE SCALE: 1" = 30'	THE SURVEYORS CERTIFICATION ON THIS MAP IS FOR DIRECTIONAL BORE DESIGN DATA ONLY - Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapmaker - Based on plans provided by The R-A-M Professional Group, Inc.	I HEREBY CERTIFY THAT THE FOREMAN CHIEF SURVEYOR CHECKED & APPROVED DATE: 5/05/03 SIGNATURE: [Signature] TITLE: [Title]	CR 115 (aka OLD DIXIE HIGHWAY) NASSAU COUNTY, FLORIDA. for INC	DRAWING FILE 08024 PROJECT FILE 08024 SHEET NO. OF 2 2
	PROPOSED PIPELINE CROSSING					
	IF THE PROPOSED HEREIN, OR ANY PORTION THEREOF, IS TO BE CONSTRUCTED, THE SURVEYOR HAS MEET THE REQUIREMENTS OF THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPMAKERS IN OBTAINING A LICENSE AND REGISTERING AS A SURVEYOR OR MAPMAKER IN THE STATE OF FLORIDA.					
	THE SURVEYOR HAS REVIEWED THE PLANS AND SPECIFICATIONS AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPMAKERS.					



TRANSPORTATION

Rene M. Kurth

Customer Account Specialist

November 10, 2009

Mr. Jonathan Page
Board of County Commissioners of Nassau County, Florida
96160 Nassau Place
Yulee, FL 32097

RE: Agreement No.: CSX635757
Customer Ref No.: CN08-116

Dear Mr. Page:

Attached is fully-executed original of Agreement No. CSX635757, dated October 27, 2009.

In accordance with this Agreement, Agreement Holder is responsible for paying the actual cost of CSXT flagging and/or support services, including all applicable surcharges (collectively "Fees").

No work is to be performed on CSXT property without Roadmaster's authorization.

It is your responsibility to schedule any work on CSXT property with CSXT Outside Services. To schedule the work, complete and follow the instructions on the attached Outside Party Number Request Form.

It was a pleasure assisting you with this project and we look forward to working with you in the future. If you have any questions please contact me at 904-633-1108 or rene_kurth@csx.com

Sincerely,

A handwritten signature in black ink, appearing to be "R. Kurth", written over the printed name.

Rene M. Kurth

Attachment

"How Tomorrow Moves"

CSX Transportation - 500 Water Street, J180, Jacksonville, Florida 32202-4423

OUTSIDE PARTY NUMBER REQUEST FORM

- All information must be TYPED or CLEARLY PRINTED
- **Proof** of insurance as **required** by CSX and/or indicated in your agreement
- **Note:** If flagging protection is required, the average cost is \$800.00/day, this is not an invoice. A separate invoice for actual costs of flagging services will be sent to the Licensee or Project Owner upon completion of the project.
- **Project Coordination Fee paid in full; thank you.**
- **Please** submit this form in one of the following manners:

Mail: Property Services
c/o Flagging Projects
500 Water Street, J180
Jacksonville, FL 32202

Fax: 904.245.3692 **Email:** OP_Request@csx.com

Section 1: Project Information		To be Completed by Customer	
Location / Project Description		Agreement Information	
City:	Callahan	CSXT Agreement No.:	CSX635757
County:	Nassau	CSXT Agreement Date:	October 27, 2009
State:	FL	Agreement Holder:	Board Of County Commissioners Of Nassau County, Florida
Requested Start Date:		Railroad Milepost:	A 623.56
Duration in Days:			New Maintenance
Scope of Work:	Installation of sub-grade Pipeline via jack & bore. RK.		
Installation:		X	
Section 2: Project Contact Information		To be Completed by Customer	
Billing Information for Agreement Holder/Project Owner		Project Contact (if different from Billing)	
Contact Name:		Contact Name:	
Company Name:		Company Name:	
Company Billing Address:		Company Address:	
Address (2):		Address (2):	
City:		City:	
State/Zip:		State/Zip:	
Phone:		Phone:	
Fax:		Fax:	
Email:		Email:	
CSXT Use Only			
Roadmaster		Signal Manager	
Name:		Name:	
Division:			
Project			
Outside Party (OP) Number		Valid Thru	
Actual Start Date		Inspection	REQUIRED

OUTSIDE PARTY NUMBER REQUEST FORM 0

Flagging Services:

Flagging services are required when projects are within close proximity to active rail lines and can only be performed by qualified CSXT personnel. Conditions when CSXT flagging services are required include:

- When an agency, consultant, or contractor is working on, near or adjacent to active railroad tracks
- When an outside party is using railroad property or performing operations that may affect railroad property or facilities
- When work off railroad property could impact CSXT property or operations
- When off-highway construction equipment is crossing the railroad at a private or public crossing
- When oversized equipment or highway vehicles are to cross the railroad at a private or public crossing

CSXT flagging services may only be performed by qualified CSXT employees who are (i) trained in the proper procedures related to rail operations and safety requirements, (ii) familiar with rail operations and procedures in a project area, and (iii) able to communicate directly with CSXT dispatching personnel and train crews. Depending on the current schedule of projects and/or your project scope, it may take 30 or more days to secure a flagman for your project.

Instructions:

- **All** information must be TYPED or CLEARLY PRINTED
- **Proof** of insurance as required by CSX or as indicated in your agreement (Certificate of Insurance which states CSX Transportation, Inc. as additional insured. Current coverage requirement is \$3 million per occurrence. Please direct any questions to Sheldon Morant at 904.633.1566)
- **Note:** If flagging protection is required, the average cost is \$800.00/day, minimum 8 hours plus drive time and other incurred expenses. This is not an invoice. A separate invoice for actual costs of flagging services will be sent to the Licensee or Project Owner upon completion of the project. *(Please note certain projects may require engineering review and the Agreement Holder/ Project Owner will be responsible for all costs associated with this review by CSXT and/or its Contractors.)*

- When off-highway construction equipment is crossing the railroad at a private or public crossing
- When oversized equipment or highway vehicles are to cross the railroad at a private or public crossing

Mail: Property Services **Fax:** 904.245.3692 **Email:** OP_Request@csx.com
c/o Flagging Projects

500 Water Street, J180
Jacksonville, FL 32202

[include pre-authorization form with fax or email]

[Include check or pre- Authorization form]

- **In** the event that local flagging services are not available at the time of your request work effort, flagging services from outside the geographical area of your project may be assigned but at extra cost to the **Agreement Holder/ Project Owner**. The cost of flagging services vary based on factors including, but not limited to, type of project, duration of project, utilization of local or out of town flagging personnel, etc.
- **In** the event it is necessary to cancel or re-schedule flagging services already scheduled, the following notice periods are required *(failure to provide notice as stated shall result in the customer incurring costs associated with the scheduled flagging services)*:
 - i. 48 hour notice - Short term projects (project time frame of 1 - 3 days to completion)
 - ii. 3 days notice - Medium term projects (project time frame of 4 - 19 days to completion)
 - iii. 5 days notice - Long term projects (20 or more days to completion)

Completing the form:

Section 1: Project Information (to be completed by customer)

Location / Project Description:

- | | | |
|----------------------|---|--|
| City, County, State | - | Location of the requested work to be performed |
| Requested Start Date | - | The day you wish to initiate your work efforts (<i>note: depending on the work to be performed and the duration in days, 30 days advance notice is required</i>) |
| Duration in Days | - | The number of days you expect your work effort to take place |
| Project Description | - | A detailed description of your work effort (<i>note: this information is required in making the decision as to the necessity of flagging services - can be submitted on separate page. If an adequate description is not provided, we can not process your request.</i>) |

Agreement Information:

- | | | |
|---------------------|---|---|
| CSXT Agreement No. | - | Typically located in the top right corner of the agreement |
| CSXT Agreement Date | - | Date agreement executed. Typically located on page 1 of the agreement |
| Agreement Holder: | - | Entity named in agreement - other than CSXT. Typically located on page 1 of the agreement |
| Railroad Milepost | - | Typically located on page 1 of the agreement |

Section 2: Project Contact Information (to be completed by customer)

- | | | |
|-----------------------------|---|--|
| Current Billing Information | - | Billing information for the agreement holder (entity named in agreement) |
| Project Contact Information | - | Contact information for individual responsible for managing work efforts |

Please direct any questions Sheldon Morant at 633-1566 or OP_Request@csx.com.