

Project: Lost Tree Preserve  
69<sup>th</sup> St./ Old Dixie Hwy Subgrade water and  
force main crossings utilities improvements

**CONTRACT FOR CONSTRUCTION OF  
UTILITY IMPROVEMENTS ON FLORIDA EAST COAST RAILWAY, LLC  
PROPERTY  
AND  
AGREEMENT TO WARRANTY AND GUARANTY UTILITY  
IMPROVEMENTS AT COMPLETION AND TO PROVIDE A BILL OF  
SALE**

**(RE: 69<sup>th</sup> St./ Old Dixie Hwy  
Subgrade water and forced main crossings)**

THIS CONTRACT, made and entered into this 11 day of April, 2017 (the "Effective Date") by and between **Lost Tree Preserve, LLC, a Florida limited liability company**, having a mailing address of 3399 PGA Boulevard, Suite 260, Palm Beach Gardens, FL 33410, hereinafter referred to as "Developer," and **INDIAN RIVER COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners**, hereinafter referred to as "County".

**WITNESSETH:**

WHEREAS, the undersigned Developer desires to construct certain off-site improvements, consisting of a subgrade water and forced main (the "Improvements") within the Florida East Coast Railway, LLC property located at 69<sup>th</sup> Street and Old Dixie Highway (the "Crossing"); and

WHEREAS, plans for such Improvements have already been approved by the Florida East Coast Railway, LLC; and

WHEREAS, in order for the County to modify the Blanket License Agreement between Indian River County and Florida East Coast Railway, LLC, dated September 26, 1996, to include the Improvements the County will require Developer to post acceptable security in either the form of cash or a letter of credit from a lending institution acceptable to the County, in the amount of 115 % of the estimated costs of the proposed Improvements, submitted under seal by an engineer registered in the State of Florida to practice professional engineering, and approved by County, to guaranty installation and completion of the Improvements to the satisfaction of County; and

WHEREAS, said Improvements are to be completed within twelve (12) months of the date of the security provided to the County herein referred to as the Effective Date; and

WHEREAS, upon completion of the Improvements by Developer and upon approval of same by the County Utility Director, seventy-five percent (75%) of the security will be released by County with the remaining twenty-five percent (25%) to be held as warranty security for one (1) year from the date of approval by the County Utilities Director. Additionally, if security is posted in the form of a letter of credit, that letter of credit must remain valid for 90 days beyond the 1-year warranty period; and

WHEREAS, at the completion of the Improvements, Developer agrees to execute a Warranty and Guaranty Agreement and Bill of Sale to warranty the Improvements for a period of one year against defects due to faulty field engineering, workmanship, or materials, secured with the remainder twenty-five percent (25%) security mentioned above; and

WHEREAS, nearing the end of the 1-year warranty period, or sooner if the need arises, County will cause inspections to be performed to determine if the Improvements remain free from defects due to faulty field engineering, workmanship, or materials. If the Improvements are determined to be acceptable, then the remaining twenty-five percent (25%) security will be released by the County Utilities Director at the end of the warranty period. In the alternative, if the Improvements are found to be defective, County will notify Developer of such defect(s) and Developer must immediately cure the defect(s). Failure to cure any defects will result in the Developer, as principal, and the escrowed cash or letter of credit being jointly and severally liable to pay for the repairs; and

WHEREAS, failure by Developer to construct the Improvements within the 12-month period from the start of construction will cause Developer to be in default under this Contract, and Developer and the underlying security shall be jointly and severally liable to pay for the cost of construction and installment or removal of the Improvements to the final total cost;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREIN CONTAINED, the parties agree as follows:

1. Developer agrees to construct on or before one year after the Effective Date herein described, in a good and workmanlike manner, the Improvements, which are described as follows:

**See Exhibit "A" attached hereto**

2. Developer agrees to construct said Improvements strictly in accordance with the conditions of project approval and requirements of any applicable Florida East Coast Railway, LLC requirements, all of which are hereby incorporated by reference and made a part hereof.

3. In order to guarantee performance of this Contract, Developer shall simultaneously herewith furnish either cash or an irrevocable letter of credit, having an expiration date of not less than 27 months from the Effective Date of this Contract, provided by a banking institution acceptable to the County, in a form to be approved by the County, naming Developer or Developer's contractor as customer and the underwriting bank, in the amount of Four Hundred Seventy Thousand Four Hundred Fourteen and 50/100 Dollars (\$470,414.50), which amount is not less than one hundred fifteen percent (115%) of the estimated total cost of Improvements to be constructed. It is understood that the full amount of the letter of credit shall

remain available to the County. If cash is posted, a Cash Deposit and Escrow Agreement will be entered into between the posting party and the County.

4. Developer shall procure and keep in effect comprehensive general liability insurance in the limits of \$2,000,000.00 each occurrence for bodily injury or death and \$2,000,000.00 property damage each occurrence, covering all obligations of Developer to indemnify the Florida East Coast Railway, LLC by Contractual Assumed Liability Endorsement. Alternatively, Developer may procure and keep in effect until the end of the 1-year warranty period, Railroad Protective Liability Policies insuring the Florida East Coast Railway, LLC directly as insured against losses and damages with the limits specified in this paragraph. All such insurance, directly or indirectly for the benefit of the Florida East Coast Railway, LLC, shall be in a form satisfactory to the Florida East Coast Railway, LLC's Manager of Insurance and issued by a casualty company/insurance company authorized to do business in the State of Florida that has a "Best's" rating of A or A+ and a financial category of Class XII or higher. The Developer shall also, at its cost and expenses, maintain a Workman's Compensation Insurance Policy as required in the State of Florida. All such insurance, directly or indirectly for the benefit of the Florida East Coast Railway, LLC, shall be in a form satisfactory to the Florida East Coast Railway, LLC's Manager of Insurance and issued by a casualty company/insurance company authorized to do business in the State of Florida that has a "Best's" rating of A or A+ and a financial category of Class XII or higher. Indian River County shall be listed as an additional insured under this policy. Developer, Developer's contractors or Developer's subcontractors shall not begin construction, installation or any other work associated with the Improvements on Florida East Coast Railway, LLC property until the Developer presents satisfactory proof of meeting these requirements to the County.

Developer agrees that it shall and will at all times hereafter indemnify, defend and save harmless the Florida East Coast Railway, LLC from and against all judgements, and all loss, claims, damages, costs, charges, and expenses ("Costs") which it may suffer, sustain or in anywise be subjected to on account of or occasioned by the operations of the Developer, or any of Developer's contractors or Developer's subcontractors, or some or all of them, whether directly or indirectly under, or pursuant to, this Contract, including any such Costs arising from the death, bodily injury or personal injury of, as follows:

Of any person, including without limitation upon the generality of the foregoing description, employees and officers of Florida East Coast Railway, LLC employees and officers or materialmen, employees and officers of Developer, employees and officers or all Developer subcontractors, and from loss, damage, injury and loss of use of any real or personal property (a) in which Florida East Coast Railway, LLC has any ownership interest, and (b) personal property in the custody of Florida East Coast Railway, LLC under any transportation contracts, including without limitation upon the generality of the two foregoing enumerations, all railroad equipment commonly described as rolling stock and the contents of the same.

Developer agrees to indemnify, hold harmless, and defend the County against any and all claims, damages, losses, and expenses, including attorney's fees, for property damage, personal or bodily injury, or loss of life, arising from the negligent acts or omissions of the Developer, its officers, employees, agents, or contractors, subcontractors, laborers, or suppliers, relating to the construction of the Improvements.

Satisfactory completion in accordance with the approved project and Florida East Coast Railway, LLC permit shall be determined by the County Utilities Director and shall be indicated by specific written approval of the County Utilities Director or his designated representative, after receipt of a signed and sealed Certificate of Completion from the project engineer of record.

5. Developer, and its successors and assigns to the project known as Lost Tree Preserve, shall pay the Florida East Coast Railway, LLC, annual rental and license fees for use of the Florida East Coast Railway, LLC property on which the Improvements are located until such time as the utilities have been accepted by the County. If such payments are not paid within thirty (30) days of presentation of bills for same by the Florida East Coast Railway, LLC, shall bear interest at the rate of twelve percent (12%) per annum from the date of presentation of the bill until same shall be paid.

6. At least 72 hours prior to the Developer, or Developer's contractors or Developer's subcontractors entering upon the Florida East Coast Railway, LLC property, the Developer shall schedule with Florida East Coast Railway, LLC a FEC flagman/watchman. Developer shall also locate Florida East Coast Railway, LLC's, signal and train control cables by calling the Florida East Coast Railway, LLC Engineering and Signal Department at (800) 342-1131 ext. 2377. In addition, and also prior to any entry onto Florida East Coast Railway, LLC property by Developer, Developer's contractors or Developer's subcontractors, a Certificate of Insurance naming FDG Flagler Station II, LLC and Florida East Coast Railway, LLC as an additional insured must be submitted by the Developer to the Director – Corridor Management and Marketing for Florida East Coast Railway, LLC. Developer, Developer's contractors or Developer's subcontractors shall not begin construction, installation or any other work associated with the Improvements on Florida East Coast Railway, LLC property until the Developer presents satisfactory proof of meeting these requirements to the County.

7. All persons entering upon the Florida East Coast Railway, LLC property must take a Roadway Worker Training Course with Railroad Protective Services, Inc. and be certified yearly with a Roadway card through the on line training course at their website: [www.RRTrainers.com](http://www.RRTrainers.com). Developer, Developer's contractors or Developer's subcontractors shall not enter upon the Florida East Coast Railway, LLC property until the Developer presents satisfactory proof of meeting these requirements to the County.

8. Prior to any digging or subgrade work on Florida East Coast Railway, LLC, property, Developer, Developer's contractors or Developer's subcontractors shall call "SUNSHINE" at 1-800-432-4770.

9. Subgrade crossing installation shall be marked by the erection of a suitable monument located on each side of the Florida East Coast Railway, LLC's property.

10. All crossing work shall be of the usual strength and fitness for the purpose intended to be done in good and workman-like manner by the Developer, Developer's contractors or Developer's subcontractors, at its sole cost and expense and in a manner satisfactory to the Florida East Coast Railway, LLC. Within 30 days after completion of construction or installation, Developer shall certify to the Florida East Coast Railway, LLC in writing that the fixture has been installed in substantial conformance by the plans attached as Exhibit "B".

Developer shall submit such certification to the County Utilities Director at the same time as submitted to Florida East Coast Railway, LLC.

11. Developer shall pay all costs of supervision, labor and material incurred by the Florida East Coast Railway, LLC in supervising, protecting and restoring the Florida East Coast Railway, LLC property related to the Improvements.

12. If the Improvements consist of a pipe or conduit to extend under the tracks of the Florida East Coast Railway, LLC, the same shall be located not less than 5.5 feet below the bottom of ties in such tracks, and properly safe-guarded as may be necessary or as required by the Florida East Coast Railway, LLC.

13. In addition to the requirements set forth in this Contract, the Developer, its successors or assigns shall comply with all requirements set forth in Exhibit "B" and the Blanket License Agreement between the County and Florida East Coast Railway Company, dated September 26, 1996 attached hereto as Exhibit "C".

14. Developer shall construct and maintain until such time as the utilities are accepted by the County all appliances or fixtures crossing over, under or across the Florida East Coast Railway, LLC's tracks and property in conformity with Florida East Coast Railway, LLC's specifications, together with such other laws and regulations as may be applicable.

15. Any subgrade or above grade crossings of the Florida East Coast Railway, LLC's property shall be subject to the terms of the "GENERAL SPECIFICATIONS FOR SUBGRADE AND ABOVE GRADE CROSSINGS OF THE RAILWAY'S RIGHT OF WAY" issued by the Chief Engineer, Florida East Coast Railway Company, the terms and conditions of which are incorporated herein by reference.

16. Developer shall obtain and maintain all necessary permits, licenses and franchises required by law until such time as the utilities are accepted by the County. Whenever Developer's appliances, fixtures or facilities are located near or adjacent to any communication or signal lines of the Florida East Coast Railway, LLC or any licensed communication utility on the property of the Florida East Coast Railway, LLC, Developer shall at all times prevent interference in any way with the construction, maintenance, or operation of such crossed or adjacent signal lines or communication lines, and in such event, Developer shall adopt, use and maintain the best known and most effective methods to protect the aforesaid communication lines from physical hazard and inductive interference.

17. Developer's appliances, fixtures, facilities or crossings shall not at any time interfere with or endanger the track, roadbed, or other property of the Florida East Coast Railway, LLC, or the operations, maintenance or improvements of the Florida East Coast Railway, LLC, or any other party thereon; and Developer shall at its own expense, on notice from the Florida East Coast Railway, LLC, forthwith change, improve or repair such appliances or fixtures as may be prescribed by the Florida East Coast Railway, LLC.

18. Should the Improvements cause any change or alterations in the location or arrangement of the wires, poles, appliances, fixtures or facilities of the Florida East Coast Railway, LLC or the wires, poles, appliances, fixtures or facilities of any licensed communication

utility on the Florida East Coast Railway, LLC property, the cost of such alternations or –re-arrangements shall be paid by the Developer.

19. Developer agrees that if by any reason of any changes or additions made at the time by the Florida East Coast Railway, LLC in its tracks, right-of-way or property, structures, and appliances thereon, or property, it becomes necessary to change the location of all or any part of the crossing, such changes as are necessary shall be made by the Developer promptly at the request of Florida East Coast Railway, LLC and at the sole cost and expense of the Developer.

20. In the event the Developer shall fail or neglect to fulfill its obligations under this Contract, the Developer, as principal, and the escrowed cash or letter of credit shall be jointly and severally liable to pay for the cost of construction and installment or removal of the Improvements to the final total cost, plus the warranty, including but not limited to engineering, construction, legal and contingent costs, including reasonable attorney's fees incurred by the County, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of Developer to carry out and execute all provisions of this contract and applicable ordinances of the County. If this Contract is secured by a letter of credit, then in no event, shall the liability of the underwriting bank under this paragraph exceed the total amount of the original obligation stated in the letter of credit, less any approved reduction thereto. Additionally, in the event the Developer shall fail or neglect to fulfill its obligations under this Contract, County shall have the right to immediately terminate this Contract and the Developer's right to construct or install the Improvements under this Contract.

21. The parties agree that the County at its option shall have the right, but not the obligation, to construct and install or remove or, pursuant to receipt of competitive bids, cause to be constructed and installed or removed the Improvements in the event Developer shall fail or refuse to do so in accordance with the terms of this Contract. Developer expressly agrees that the County may demand and draw upon the existing cash escrow or letter of credit for the final total cost of the Improvements, including the warranty. Developer shall remain wholly liable for any resulting deficiency, should the cash or letter of credit be exhausted prior to completion of the Improvements. In no event shall the County be obligated to expend public funds, or any funds other than those provided by the Developer, or the underwriting bank to construct the Improvements.

22. At the completion of the Improvements, Developer agrees to execute a Warranty and Guaranty Agreement and Bill of Sale to transfer all its right, title and interest to the County in and to all the Improvements constructed within the Florida East Coast Railway, LLC property, free and clear of encumbrances, together with the assignment of all existing warranties, and Developer's agreement to warranty and guaranty the Improvements for a 1- year period and, on each occasion, and at Developer's expense, immediately correct any defect due to faulty field engineering, workmanship, or materials upon notice by County. Said warranty will be secured with the twenty-five percent (25%) security mentioned above; and

23. Any cash or letter of credit provided to the County by Developer or Developer's contractor with respect to this contract shall exist solely for the use and benefit of the County and shall not be construed or intended in any way, expressly or impliedly, to benefit or secure payment to any subcontractor, laborer, materialman or other party providing labor, material, supplies, or services for construction of the Improvements, unless the County shall agree otherwise in writing.

24. This Contract is the full and complete understanding of the parties and shall not be construed or amplified by reference to any other agreement, discussion, or understanding, whether written or oral, except as specifically mentioned herein. This Contract shall not be assigned without the express written approval of the County. Any amendment, deletion, modification, extension, or revision hereof or hereto shall be in writing, executed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

**LOST TREE PRESERVE, LLC, a Florida limited liability company, Developer**

By Charles M. Bayer, Jr.  
Charles M. Bayer, Jr., President  
Lost Tree Village Corporation,  
Its Manager

"DEVELOPER"

**INDIAN RIVER COUNTY, a political subdivision of the State of Florida**

ATTEST: Jeffrey R. Smith, Clerk of Court and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Joseph E. Flescher, Chairman  
Board of County Commissioners  
"COUNTY"

BCC approved: \_\_\_\_\_

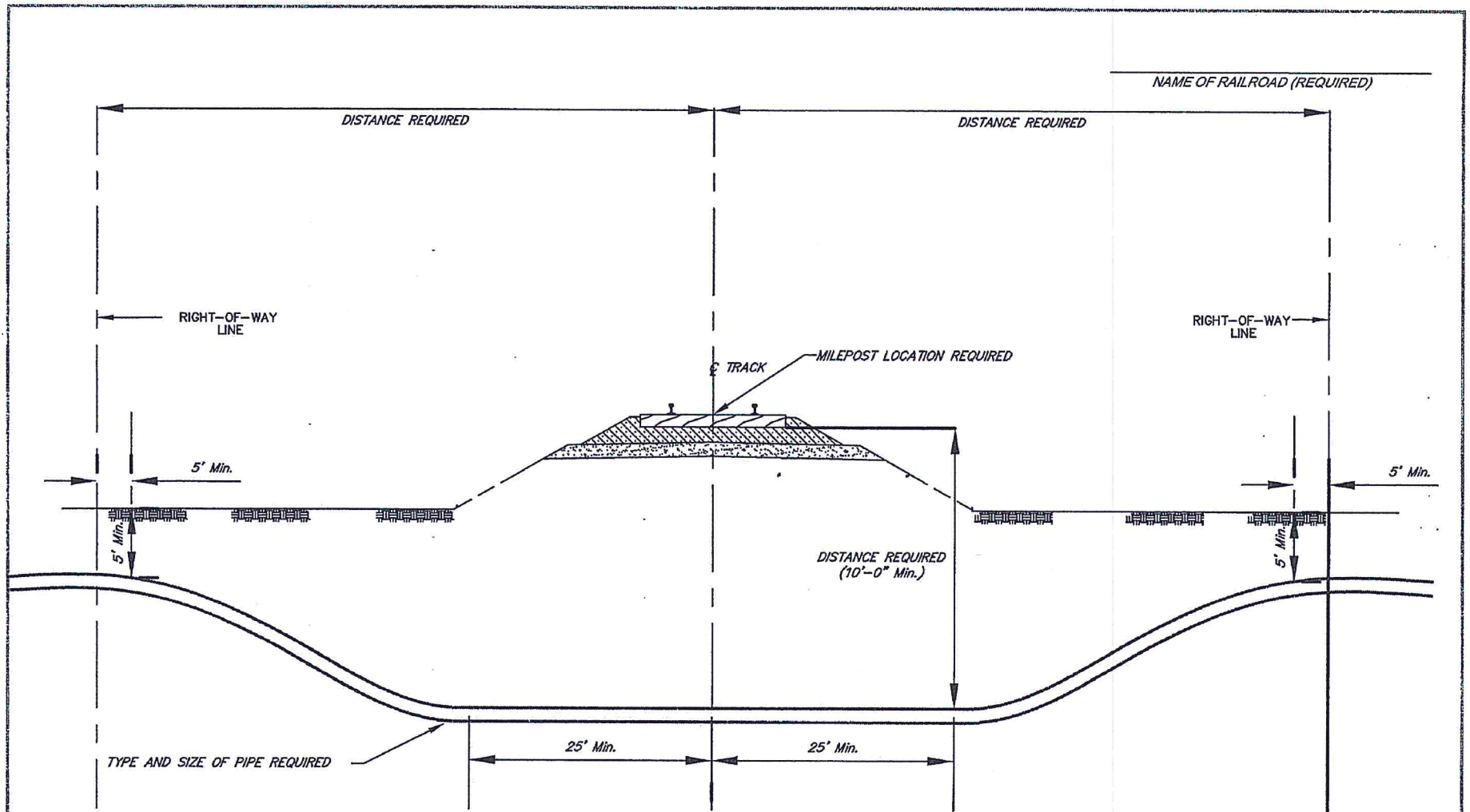
Approved as to form and legal sufficiency:

By: Dylan Reingold  
County Attorney

| <b>EXHIBIT "A"</b>        |                           |       |      |                |               |
|---------------------------|---------------------------|-------|------|----------------|---------------|
| <b>OFFSITE FORCE MAIN</b> |                           |       |      |                |               |
| ITEM                      | DESCRIPTION               | QTY   | UNIT | PRICE          | TOTAL         |
|                           |                           |       |      | <b>SHELTRA</b> |               |
| OF1                       | 6" PVC FORCE MAIN         | 1,200 | LF   | \$ 24.35       | \$ 29,220.00  |
| OF2                       | 6" GV                     | 3     | EA   | \$ 1,155.00    | \$ 3,465.00   |
| OF3                       | 6" X 4" TEE               | 1     | EA   | \$ 675.00      | \$ 675.00     |
| OF4                       | 6" - 90                   | 2     | EA   | \$ 590.00      | \$ 1,180.00   |
| OF5                       | BORE UNDER RR             | 1     | LS   | \$ 35,980.00   | \$ 35,980.00  |
| OF6                       | 12" X 6" WET TAP & VALVE  | 1     | LS   | \$ 5,255.40    | \$ 5,255.40   |
|                           | <b>SUBTOTAL:</b>          |       |      |                | \$ 75,775.40  |
|                           | CONTINGENCY               | 10%   |      |                | \$ 7,577.54   |
|                           | SURVEYING                 | 2%    |      |                | \$ 1,515.51   |
|                           | DESIGN                    | 5%    |      |                | \$ 3,788.77   |
|                           | PERMITTING *              | 10.6% | 1%   | \$ 757.75      | \$ 8,032.19   |
|                           | BIDDING AND AWARDDING     | 0%    |      |                | \$ -          |
|                           | INSPECTION SERVICES       | 3%    |      |                | \$ 2,273.26   |
|                           | ADMINISTRATION            | 2%    |      |                | \$ 1,515.51   |
|                           | <b>SUBTOTAL:</b>          |       |      |                | \$ 24,702.78  |
|                           | <b>TOTAL</b>              |       |      |                | \$ 100,478.18 |
| <b>OFFSITE WATER MAIN</b> |                           |       |      |                |               |
| ITEM                      | DESCRIPTION               | QTY   | UNIT | PRICE          | TOTAL         |
|                           |                           |       |      | <b>SHELTRA</b> |               |
| OW1                       | PVC 12"                   | 2,903 | LF   | \$ 36.45       | \$ 105,814.35 |
| OW2                       | BORE UNDER RR             | 1     | LS   | \$ 92,206.00   | \$ 92,206.00  |
| OW3                       | 12" GV                    | 5     | LF   | \$ 2,670.55    | \$ 13,352.75  |
| OW4                       | 8" GV                     | 1     | EA   | \$ 1,680.00    | \$ 1,680.00   |
| OW5                       | 16" X 12" WET TAP & VALVE | 1     | LS   |                | \$ -          |
| OW6                       | 12" X 8" TEE              | 1     | EA   | \$ 805.00      | \$ 805.00     |
| OW7                       | 12" - 45                  | 4     | EA   | \$ 765.00      | \$ 3,060.00   |
| OW8                       | 12" - 90                  | 2     | EA   | \$ 770.00      | \$ 1,540.00   |
| OW9                       | 12" X 12" CROSS           | 1     | EA   | \$ 1,275.00    | \$ 1,275.00   |
| OW10                      | FIRE HYDRANTS             | 1     | EA   | \$ 4,135.00    | \$ 4,135.00   |
| OW11                      | SAMLE POINTS (TEMP)       | 3     | EA   | \$ 610.00      | \$ 1,830.00   |
| OW12                      | TEMP JUMPER               | 1     | EA   | \$ 2,385.00    | \$ 2,385.00   |
| OW13                      | SOD                       | 8,000 | SF   | \$ 0.24        | \$ 1,920.00   |
| OW14                      | MOT                       | 1     | LS   | \$ 7,400.00    | \$ 7,400.00   |
| OW15                      | DRIVEWAY RESTORATION      | 1     | LS   | \$ 7,500.00    | \$ 7,500.00   |
|                           | <b>SUBTOTAL:</b>          |       |      |                | \$ 244,903.10 |
|                           | CONTINGENCY               | 10%   |      |                | \$ 24,490.31  |
|                           | SURVEYING                 | 2%    |      |                | \$ 4,898.06   |
|                           | DESIGN                    | 5%    |      |                | \$ 12,245.16  |
|                           | PERMITTING *              | 4%    | 1%   | \$ 2,449.03    | \$ 9,796.12   |
|                           | BIDDING AND AWARDDING     | 0%    |      |                | \$ -          |
|                           | INSPECTION SERVICES       | 3%    |      |                | \$ 7,347.09   |
|                           | ADMINISTRATION            | 2%    |      |                | \$ 4,898.06   |
|                           | <b>SUBTOTAL:</b>          |       |      |                | \$ 63,674.81  |
|                           | <b>TOTAL</b>              |       |      |                | \$ 308,577.91 |
|                           | <b>PROJECT TOTAL</b>      |       |      |                | \$ 409,056.09 |
|                           | PERFORMANCE BOND          | 115%  |      |                | \$ 470,414.50 |
|                           | WARRENTY BOND             | 25%   |      |                | \$ 102,264.02 |



# EXHIBIT "B"



### GENERAL NOTES

1. DIRECTIONAL BORES, 10' BELOW BOTTOM OF TIE MAY BE HDPE SCH. 40 CASING.
2. CARRIER PIPE MAY BE HDPE. (NO PVC PERMITTED)
3. JACKING PIT LOCATIONS MUST BE OUTSIDE OF RAILROAD RIGHT-OF-WAY LINES. NO OPEN CUT LATERAL CROSSING WILL BE ALLOWED. THE PIT WILL BE PROTECTED WITH ADEQUATE SHEETING, BULKHEADS AND SIDEWALKS TO PROTECT THE RAILROAD'S ROADBED. PROPER BARRICADES AND LIGHTS, IF NECESSARY, WILL BE SET AROUND THE PIT FOR POSITIVE PROTECTION.
4. NO WORK WILL BE PERMITTED ON RAILROAD RIGHT-OF-WAY WITHOUT A FLAGMAN.
5. CARRIER PIPE, UNDER PRESSURE, WILL REQUIRE CASING.

**FECS** FLORIDA EAST COAST RAILWAY CO.  
 GENERAL DIRECTOR - ENGINEERING SERVICES JACKSONVILLE, FLORIDA

### INFORMATION REQUIRED FOR TYPICAL DIRECTIONAL BORE

|                |           |       |          |
|----------------|-----------|-------|----------|
| DRAWN BY       | M. P. LOC | SCALE | NONE     |
| CHECKED BY     | VNL MAP   | DATE  | 10/14/08 |
| DWG OR FILE NO | DWG NO    |       |          |

EXHIBIT "C"

217-4-0

THIS BLANKET LICENSE AGREEMENT, made and entered into, in duplicate, this 26<sup>th</sup> day of Sept A.D., 1926 by and between FLORIDA EAST COAST RAILWAY COMPANY, hereinafter called "Railway" and INDIAN RIVER COUNTY, a political subdivision of the state of Florida, c/o Department of Utility Services, 1840 25th Street, Vero Beach, Florida 32960, hereinafter called "Licensee",

WITNESSETH:

WHEREAS, the Licensee has heretofore constructed and now maintains overhead and subgrade appliances and fixtures crossing on and across the Railway's right of way and over and under the tracks and facilities of the Railway at points listed on the schedule marked "Schedule A" attached hereto, and

WHEREAS, the Licensee may desire in the future to construct and maintain additional crossings using certain pipes, poles, guys, anchors, suspension lines for the same, all of which are sometimes hereinafter called "appliances", "fixtures", or "facilities" on and across the right of way and over and under the tracks of the Railway from time to time at other points along the right of way of said Railway, and

WHEREAS both parties hereto are desirous of entering into an agreement which shall cover the terms upon which such crossings have heretofore been and may hereafter be made,

NOW THEREFORE, the Railway, for valuable consideration and the covenants and agreements of said Licensee hereinafter set forth, does hereby give to Licensee the right and privilege to construct, install and maintain said appliances, fixtures, facilities or crossings on and across Railway's right of way and over and under the tracks and facilities of said Railway at the points listed on the schedule marked "Schedule A" attached hereto and by this reference made a part hereof, and at such other points along its line of railroad that may be hereafter requested in advance of any construction or installation by the Licensee and subject to the approval of the Railway, upon the following terms and conditions, to-wit:

1. Whenever the Licensee shall desire to construct, modify, or maintain said appliances, fixtures, facilities or crossings, it shall make written application to the Railway, as per attached form, in duplicate, together with twenty (20) prints of plan and profile drawing containing all pertinent details for proposed crossing work. Said application will be mailed to Manager, Industrial Development and Real Estate, Florida East Coast Railway Company, P.O. Drawer 1048, St. Augustine, Florida 32085-1048, along with check made payable to Florida East Coast Railway Company to cover applicable non refundable application fee.

2. Plan shall show all information for carrier pipe and casing pipe, if used, and angle of crossing, Railway survey station, or distance to nearest mile post, right of way lines, tracks and all other Railway facilities near point of crossing. Profile shall show pipe or wire line in relation to actual profile of ground and tracks; if subgrade pipe, proposed method of installation, and location of jacking pit, which shall not be closer than thirty (30) feet from the center of nearest track. Open-cut method of installation through Railway's roadbed will not be permitted.

3. It is further mutually understood and agreed by and between the parties hereto that said subgrade crossing installation shall be marked by the erection of a suitable monument located on each side of the Railway's right of way.

4. The Railway shall, in writing, notify the Licensee whether it has any objections to the proposed crossing work and if so, shall specify the same, in which event, no crossing work shall be commenced by the Licensee hereunder until it receives the written approval of the Railway. If the Railway finds no objections to said crossing work, it will so notify the Licensee and the Licensee shall be permitted and allowed to commence the crossing work proposed.

5. All crossing work shall be of the usual strength and fitness for the purpose intended and be done in good and workman-like manner by the Licensee at its sole cost and expense and in a manner satisfactory to the Railway. Within 30 days after completion of construction or installation, Licensee shall certify to Railway in writing that fixture has been installed in substantial conformance by the plan attached to this agreement.

File: 217-4-0

6. The Licensee shall construct and maintain all appliances or fixtures crossing over, under or across the Railway's tracks and right of way, in conformity with Railway's specifications, together with such other laws and regulations as may be applicable.

7. If any crossings hereunder consist of a pipe or conduit to extend under the tracks of the Railway, the same shall be located not less than 5.5 feet below the bottom of ties in such tracks, and properly safe-guarded as may be necessary or as required by Railway. If it is a wire line to extend over the tracks of the Railway, the same shall be located not less than 43 feet above the rails with additional clearances at certain locations as prescribed by Railway. The poles carrying such wires shall be double-bracketed and of good and sufficient quality and size for purpose intended and located as hereinafter designated by the Railway. All poles must be securely planted and fastened so as to prevent the same from falling on the tracks or other property of the Railway or upon other wires on the right of way. No other facilities of the Licensee shall be located upon any of the Railway's property without its prior written permission.

8. In addition to the other terms of this agreement, any subgrade or above grade crossing of the Railway's right of way is subject to the terms of the "GENERAL SPECIFICATIONS FOR SUBGRADE AND ABOVE GRADE CROSSINGS OF THE RAILWAY'S RIGHT OF WAY" issued by the office of Chief Engineer, Florida East Coast Railway Company, the terms and conditions of which are incorporated herein by reference.

9. The Licensee shall, obtain and maintain all necessary permits, licenses and franchises required by law. Whenever under this agreement, Licensee's appliances, fixtures or facilities are located near or adjacent to any communication or signal lines of the Railway or any licensed communication utility on the right of way of Railway, Licensee shall at all times prevent interference in any way with the construction, maintenance, or operation of such crossed or adjacent signal lines or communication lines, and in such event, Licensee shall adopt, use and maintain the best known and most effective methods to protect the aforesaid communication lines from physical hazard and inductive interference.

10. That Licensee shall and will cause due notice, and in no event less than forty-eight (48) hours, excluding Saturdays, Sundays and holidays, to be given in writing to the Railway when Licensee or its contractor or anyone claiming under Licensee, proposes to enter upon or cross the tracks, roadbed or other property of the Railway with such crossings or for excavations therefor, in order that proper protection may be provided for trains. If Railway shall object to the notice as too short, or that the work has not therefore been authorized in writing by Railway, then no such work shall be commenced until approval is obtained in writing from Railway.

11. That said appliances, fixtures, facilities or crossings of the Licensee shall not at any time interfere with or endanger the track, roadbed, or other property of the Railway, or the operations, maintenance or improvements of the Railway, or of any other party thereon; and Licensee shall at its own expense, on notice from said Railway, forthwith change, improve or repair such appliance or fixtures as may be prescribed by said Railway.

12. Should the provisions contained herein cause any change or alterations in the location or arrangement of the wires, poles, appliances, fixtures or facilities of the Railway or the wires poles, appliances, fixtures or facilities of any licensed communication utility on the right of way of Railway, the cost of such alternations or re-arrangements shall be paid by the said Licensee.

13. Licensee agrees that if, by reason of any changes or additions made at any time by the Railway in its tracks, right of way, structures and appliances thereon, or property, it becomes necessary to change the location of all or any part of the said crossings of the Licensee therefor, such changes as are necessary shall be made by Licensee promptly at the request of the Railway and at sole cost and expense of Licensee.

14. Licensee hereby assumes, and shall at all times hereafter release, indemnify, defend and save Railway harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Railway 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 Railway), 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 presence, existence, operations or use 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 fault, failure or negligence of Railway. However, during any period of actual construction, repair, maintenance, replacement or removal of the Pipeline, wherein agents or personnel of Licensee are on the railroad right-of-way, Licensee's liability hereunder shall be absolute, to the extent permitted by local law, irrespective of any sole fault, failure or negligence of Railway. Notwithstanding anything to the contrary contained in this agreement, no provision herein is intended or shall be construed as a waiver of sovereign immunity beyond the provisions of Section 768.28, Florida Statutes.

15. Licensee covenants to pay Railway all costs of supervision, labor and material incurred by Railway in supervising, protecting and restoring the property of the Railway by reason of operations of Licensee.

16. Commencing with the initial term of this Agreement, Licensee shall pay in advance unto Railway for each year or fraction thereof, of the life of said crossings or other facilities, the applicable sums as listed on Schedule "A" attached hereto and made a part hereof, together with such future increases that may be dictated by market conditions.

17. In the event any other appliances, fixtures or facilities or crossings upon or across the right of way of the Railway shall hereinafter be found to exist as of the date hereof, although not shown on Schedule attached hereto, or to have been added during the life of this agreement, such appliances, fixtures or facilities or crossings upon or across the right of way of the Railway shall be part of this agreement by amendment thereto, given similar data as for the crossings or other facilities shown on the attached Schedule and all the terms of this agreement shall apply to such additional wire line facilities.

18. This agreement and Licensee's right hereunder shall not be assigned nor mortgaged by said Licensee without prior written consent of the Railway having been first obtained.

19. Licensee waives and relinquishes any legal rights and monetary claims which it might have against Florida East Coast Railway Company for full compensation, or damages of any sort, including but not limited to special damages; severance damages, removal costs or loss of business profits resulting from its loss of occupancy of the licensed property specified in this Agreement whether such property is taken by eminent domain proceedings or sold under the threat thereof.

20. It is further mutually understood and agreed by and between the parties hereto that Licensee will not perform any work on Railway's property without having a railroad watchman present at all times work, hereunder is being performed, if one is deemed to be necessary by the Railway's Chief Engineer or other designated Company official; further, that Licensee covenants that it will include in any contract which it lets for the whole or any part of the said work to be performed hereunder by or for the Licensee, each and every of the following terms and conditions of the two (2) pages attached hereto and made a part hereof entitled, "INSURANCE FOR BENEFIT OF FLORIDA EAST COAST RAILWAY COMPANY TO BE OBTAINED AND KEPT IN FULL FORCE AND EFFECT AT COST OF CONTRACTOR OR LICENSEE," and, "INDEMNITY TO FLORIDA EAST COAST RAILWAY COMPANY AND CONTRACTUAL LIABILITY ENDORSEMENTS TO CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE POLICIES DURING SUCH INDEMNITIES." Notwithstanding the foregoing, it is understood and agreed between the parties that Metropolitan Dade County may self insure against liabilities which may arise under this agreement.

21. In the event Licensee shall default in the performance of any of the covenants contained in this agreement to be kept and performed by Licensee, and such default shall continue for ten (10) days after written notice thereof shall have been given by the Railway to the Lessee, then at the option of the Railway, the license hereby granted may be declared forfeited as to the crossing or crossings or other facilities where such default occurred and thereupon all rights of the Licensee shall cease, as to such crossing or crossings or other facilities and Licensee will, at its own expense, remove said wire or pipe lines from the property of the Railway at such crossing or crossings, or other facilities. In the event of failure of Licensee to do so, the Licensee will promptly reimburse the Railway for its cost of doing the same.

22. This agreement shall supersede all other contracts and agreements heretofore made between the Railway, and former Trustees of its property, on the one part, and the Licensee and all other predecessors and subsidiaries of the Licensee, on the other part, covering all crossings, appliances, fixtures or facilities presently on or across the right of way of the Railway. The existing crossings shall be conclusively held to have been constructed under equivalent terms and conditions as those herein, and shall be maintained under the terms of this agreement.

23. Either party hereto shall have the right to cancel this agreement as to any one or more of the existing crossings, appliances, fixtures or facilities as shown on the attached Schedule or to any future crossings, appliances, fixtures or facilities at any time upon thirty (30) days' notice in writing to the other party.

24. This agreement shall be for a term of one (1) year and shall be automatically renewed for additional terms of one (1) year subject to the terms and conditions herein contained. PROVIDED ALWAYS, that this agreement shall be subject to cancellation during the initial term or of any renewal term, in the manner hereinbefore provided in Paragraph No. 23.

25. That this agreement shall be binding upon the successors or the heirs and assigns of Licensee and none of the covenants or agreements herein contained shall be waived or modified except by both parties hereto in writing and no alleged verbal waiver or modification shall be binding under any circumstances.

26. If Licensee be a municipality or a public or quasi public corporation then it agrees that no assessment or other charges or any nature whatsoever shall be levied or made against the Railway or against its property on account of the installation or existence of Licensee's facilities at this location.

27. **NON-PAYMENT.** It is expressly agreed by and between the parties hereto that any obligations of the Licensee under the terms of this agreement which are not paid within thirty (30) days of presentation of bills for same by the Railway shall bear interest at the rate of twelve percent (12%) per annum from the date of presentation of the bill until same shall be paid.

28. This Agreement shall be construed in accordance with the laws of the State of Florida.

29. This Agreement shall constitute the entire understanding of the parties on the subject matter hereof and each acknowledges and affirms that no promises, agreements, representations, terms or conditions other than contained and set forth in this Agreement, either express or implied, have been made or relied upon.

30. RAILWAY AND LICENSEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT THAT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THE PARTIES SPECIFICALLY AGREE TO VENUE IN DADE COUNTY, FLORIDA.

31. In the event of litigation between the parties in connection with this Agreement, the prevailing party shall be entitled to a reasonable attorney's fee.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed in duplicate the day and year first herein written.

Signed, sealed and delivered  
in the presence of:

Theresa W. Rayno

Patricia Jewell  
Witnesses as to Railway

FLORIDA EAST COAST RAILWAY  
COMPANY, a Florida corporation,

By: [Signature] (seal)  
President

Attest: [Signature]  
Assistant Secretary

Date of Execution: 9-26-96

INDIAN RIVER COUNTY, a political  
subdivision of the state of Florida,

By: Frank B. Adams  
Official Title FRANK B. ADAMS, CHAIRMAN  
BOARD APPROVED 8-20-96

Attest: [Signature]  
Deputy Clerk  
[Signature], D.C.

Janice St. Caldwell

Janice G. Masi  
Witnesses as to Agency

File: 217-4-0

| APPROVED                  |                         |                         |
|---------------------------|-------------------------|-------------------------|
| ACCURACY                  | FORM                    | EXECUTION               |
| 9/1/96 <u>[Signature]</u> | 9/25 <u>[Signature]</u> | 9/25 <u>[Signature]</u> |

**Indian River County**

10795 Dept of Utility Services  
1840 25th Street  
Vero Beach FL 32960

**Schedule "A" - Blanket Utility License Agreement**

217-4-0

06-Aug-96

Agreement Date

Beginning on Anniversary date in year indicated

| FILE             | Date of Agreement   | Milepost | Length | Rate   | County       | 1996   | 1997   | 1998   | Subseq |
|------------------|---|----------|--------|--------|--------------|--------|--------|--------|--------|
| 215+315          |   | 215+     | 315    | 100 W3 | Indian River | 150.00 | 225.00 | 300.00 | 300.00 |
| DOC# unavailable | 16" WM in 32" at casing at Fellmere Rd, Sebastian                 |          |        |        | SG           |        |        |        |        |
| 215-21-1         | 3/23/92   | 216+     | 2765   | 100 W2 | Indian River | 50.00  | 125.00 | 200.00 | 275.00 |
| DOC# RR43-7556   | 6" Sanitary forcemain in 16" at casing n/o Manly Ave              |          |        |        | SG           |        |        |        |        |
| 215-21-2         | 3/23/92   | 216+     | 3086   | 100 W2 | Indian River | 50.00  | 125.00 | 200.00 | 275.00 |
| DOC# RR43-7557   | 10" WM in 20" at casing at Schumann Dr                            |          |        |        | SG           |        |        |        |        |
| 215-26           | 4/27/89   | 215+     | 343    | 100 W4 | Indian River | 50.00  | 175.00 | 250.00 | 325.00 |
| DOC# RR43-2767   | 20" Sanitary forcemain in 36" at casing at Fellmere Rd, Sebastian |          |        |        | SG           |        |        |        |        |
| 215-27           | 4/27/89   | 214+     | 2217   | 100 W3 | Indian River | 50.00  | 150.00 | 225.00 | 300.00 |
| DOC# RR43-2765   | 12" Sanitary forcemain 24" at casing at Main St, Sebastian        |          |        |        | SG           |        |        |        |        |
| 215-30-2         | 9/13/93   | 212+     | 2941   | 100 W2 | Indian River | 50.00  | 125.00 | 200.00 | 275.00 |
| DOC# RR43-1799   | 8" DIP forcemain in 14" casing at Roseland Rd                     |          |        |        | SG           |        |        |        |        |
| 217-4-1          | 4/23/91   | 217+     | 3246   | 100 W2 | Indian River | 50.00  | 125.00 | 200.00 | 275.00 |
| DOC# RR43-2488   | 12" WM in 20" at casing at Vickers Rd (99th St)                   |          |        |        | SG           |        |        |        |        |
| 217-4-2          | 4/23/91   | 218+     | 191    | 100 W2 | Indian River | 50.00  | 125.00 | 200.00 | 275.00 |
| DOC# RR43-2489   | 12" WM in 20" at casing at Stratton Ave, Sebastian                |          |        |        | SG           |        |        |        |        |
| 217-4-3          | 2/15/96   | 218+     | 126    | 100 W3 | Indian River | 150.00 | 150.00 | 225.00 | 300.00 |
| DOC# unavailable | 12" WM in 24" casing on n/side Stratton Ave                       |          |        |        | SG           |        |        |        |        |
| 219-15           | 4/27/89   | 218+     | 136    | 100 W2 | Indian River | 50.00  | 125.00 | 200.00 | 275.00 |
| DOC# RR43-2769   | 8" Sanitary forcemain in 18" casing at Stratton Ave, Wabasso      |          |        |        | SG           |        |        |        |        |

| FILE           | Date of Agreement  | Milepost | Length | Rate   | County       | 1996   | 1997   | 1998   | Subseq |
|----------------|--|----------|--------|--------|--------------|--------|--------|--------|--------|
| 219-15-2       | 6/6/94   | 219+     | 1600   | 100 W3 | Indian River | 50.00  | 150.00 | 225.00 | 300.00 |
| DOC# RR43-9062 | 16" DIP WM in 24" stl casing at 57th St                            |          |        |        | SG           |        |        |        |        |
| 222-16         | 4/27/89  | 220+     | 2230   | 100 W4 | Indian River | 50.00  | 175.00 | 250.00 | 325.00 |
| DOC# RR43-2770 | 24" Sanitary forcemain in 38" stl casing at Winter Beach           |          |        |        | SG           |        |        |        |        |
| 231-7-4        | 3/25/94  | 231+     | 1640   | 100 W3 | Indian River | 50.00  | 150.00 | 225.00 | 300.00 |
| DOC# RR43-776  | 18" DIP forcemain in 30" stl casing at n/side Oco Rd               |          |        |        | SG           |        |        |        |        |
| 231-7-5        | 11/21/94   | 230+     | 255    | 100 W2 | Indian River | 125.00 | 125.00 | 200.00 | 275.00 |
| DOC# RR43-4930 | 10" DIP forcemain in 18" stl casing at 2nd St                      |          |        |        | SG           |        |        |        |        |
| 231-7-6        | 3/3/95   | 229+     | 3982   | 100 W1 | Indian River | 100.00 | 100.00 | 175.00 | 250.00 |
| DOC# RR43-7946 | 2-2" PVC conduits in 6" stl casing for traffic signal interconnect |          |        |        | SG           |        |        |        |        |
| 235-4-1        | 6/6/94   | 232+     | 4486   | 100 W2 | Indian River | 50.00  | 125.00 | 200.00 | 275.00 |
| DOC# RR43-618  | 12" CIP WM in 20" stl casing at 20th Place                         |          |        |        | SG           |        |        |        |        |
| 235-4-2        | 6/6/94   | 232+     | 4780   | 100 W2 | Indian River | 50.00  | 125.00 | 200.00 | 275.00 |
| DOC# RR43-715  | 10" CI sanitary sewer in 18" stl casing at 21st St                 |          |        |        | SG           |        |        |        |        |

\$1,175.00    \$2,400.00    \$3,675.00    \$4,875.00



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**INDEMNITY TO FLORIDA EAST COAST RAILWAY COMPANY AND  
CONTRACTUAL LIABILITY ENDORSEMENTS TO CONTRACTOR'S PUBLIC  
LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE POLICIES  
DURING SUCH INDEMNITIES**

In further consideration of the sums of money herein agreed to be paid to the Contractor, the Contractor by execution and delivery hereof, agrees that it shall and will at all times hereafter indemnify and save harmless the Florida East Coast Railway Company from and against all judgements, and all loss, damages, costs, charges, and expenses which it may suffer, sustain, or in anywise be subjected to on account of or occasioned by the operations, whether or not negligent, of the Contractor, or any subcontractors, or both, whether directly or indirectly under, or pursuant to, this construction contract, up to the total sums of money, as follows:

A. On account of death, personal injuries, loss of income or earning ability of any person, including without limitation upon the generality of the foregoing description, employees and officers of Florida East Coast Railway Company, employees and officers of materialmen, employees and officers of the Contractor, employees and officers of all subcontractors, in the limits of \$1,000,000 each person injured or killed, and \$2,000,000 each occurrence.

B. Loss, damage, injury and loss of use or any real personal property (a) in which Florida East Coast Railway Company has any ownership interest and (b) personal property in the custody of Florida East Coast Railway Company under any transportation contracts; including without limitation upon the generality of the two foregoing enumerations, all railroad equipment commonly described as rolling stock and the contents of the same, all in the aggregate limit of \$2,000,000.

C. Loss, injury, decline in market value or deterioration in quality of any perishable merchandise in the custody of Florida East Coast Railway Company occurring or originating during the first forty-eight (48) hours from, but excluding, the first five (5) minutes any break in the continuity or other obstruction of passage of trains, directly or indirectly arising from the Contractor's operations, upon said track or tracks, as the case may be, of Florida East Coast Railway Company at or within one hundred (100) feet of said location upon which the work is to be performed hereunder, the improvement, renovation, or repair of which is the subject matter of this construction contract, and also all expenses reasonably incurred by Florida East Coast Railway Company in and about the re-routing of its trains and cars to, via, and from the lines of railroad of other railroad common carriers during the first forty-eight (48) hours following any such break in the continuity of said track or tracks, as the case may be, of the Florida East Coast Railway Company at or within one hundred (100) feet of said area.

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**INSURANCE FOR BENEFIT OF  
FLORIDA EAST COAST RAILWAY COMPANY  
TO BE OBTAINED AND KEPT IN FULL FORCE AND EFFECT  
AT COST OF CONTRACTOR**

In further consideration of the sums of money herein specified to be paid to Contractor, Contractor, at its cost and expense, shall obtain and keep in effect, insurance policy or policies in the limits of \$1,000,000 each person injured or killed and \$2,000,000 each occurrence and \$1,000,000 property damage per person and \$2,000,000 property damage each occurrence directly by Contractual Liability Endorsement to Contractor's General Public Liability and Property Damage Insurance Policies insuring Contractor against loss or damage to Contractor upon the indemnities concurrently extended to the Florida East Coast Railway Company and within the limits specified in this paragraph. Alternatively, Contractor may procure and keep in effect during the life of this construction contract, as aforesaid, Railroad Protective Liability Policies insuring Florida East Coast Railway Company directly as insured against losses and damages but within the limits specified in this paragraph.

In addition to the above, Contractor shall, at its cost and expense, maintain a Workman's Compensation Insurance Policy as available in the State of Florida.

All such insurance, directly or indirectly for the benefit of the Florida East Coast Railway Company, shall be in a form satisfactory to its Manager of Insurance and issued by a casualty company/insurance company authorized to do business in the State of Florida that has a "Best's" rating of A or A+ and a financial category size of Class XII or higher.

FLORIDA EAST COAST RAILWAY COMPANY

OFFICE OF CHIEF ENGINEER

\* \* \* \*

GENERAL SPECIFICATIONS FOR SUBGRADE AND  
ABOVE GRADE CROSSINGS OF RAILWAY'S RIGHT OF WAY

I. GENERAL PROVISIONS

- A. A plan and profile drawing containing all pertinent details for the proposed crossing shall be submitted to the Office of the Chief Engineer for approval preliminary to preparation of an agreement if approved.
- B. The plan will show all information for the proposed crossing installation with reference to the nearest Railway survey station or distance to nearest mile post, Railway right of way, tracks, or any other Railway facilities or structures in the vicinity.
- C. Request for installation shall be accompanied with a letter signed by the owner, company official, or government agent.
- D. The lessee will be responsible for any and all costs of repairs or maintenance of the Railway's property and structures disturbed or damaged due to the installation or construction after effects.
- E. The lessee of an installation approved by agreement will be required to provide proof of protective insurance for and during construction.

II. SUBGRADE PIPELINE AND CABLES (Also see Addendum, p.6)

- A. All subgrade carrier pipelines and wirelines will be installed within a casing pipe.
  1. All casing pipes will extend from right of way line to right of way line.
  2. The Railway will not permit casing installation by open-cut method through the roadbed.
- B. Application will be accompanied with plans showing profile in relation to actual ground, track, and other facilities at the project site.
  1. The method of installation will be detailed including the location of jacking pit as measured from centerline of near track.

2. The casing pipe must be installed at least 5.5 feet below bottom of tie.
3. Jacking pit location must be at least 30.00 feet from centerline of near track for pit down to 20 feet below grade. The pit will be protected with adequate sheeting, bulkheads, and sidewalls to protect the Railway's roadbed. Barricades and lights will be set around the pit for protection.

C. Casing Pipe Specifications are as follows:

1. Casing pipe shall have a minimum diameter of 2.0 inches and size 2.0 through 8.0 inch diameters must be galvanized and standard weight ASTM Specifications A53, Grade B. Thread coupling is allowed.
2. Casing pipe 6.0 and 8.0 inch diameters may be used complying with C-3.
3. Casing pipe shall be in accordance with current ASTM Specification A139 and be protected by a black bituminous coating for PROTECTION AGAINST CORROSION. Wall thickness shall be as follows:

| <u>DIAMETER</u><br><u>(inches)</u> | <u>THICKNESS</u><br><u>(inches)</u> |
|------------------------------------|-------------------------------------|
| 6 - 16                             | 1/4                                 |
| 18 - 20                            | 5/16                                |
| 22 - 24                            | 3/8                                 |
| 26 - 28                            | 7/16                                |
| 30 - 34                            | 1/2                                 |
| 36 - 38                            | 9/16                                |
| 40 - 48                            | 5/8                                 |
| 52 - 56                            | 11/16                               |
| 60 - 66                            | 3/4                                 |
| 72 - 78                            | 13/16                               |
| 84 - 90                            | 7/8                                 |
| 96 - 102                           | 15/16                               |
| 108 - 114                          | 1                                   |
| 120                                | 1-1/8                               |

4. All casing pipe joints will be welded in accordance with AISC Specifications, Section 1-7-2. All joint welds will be full penetration.
5. At no time will construction interfere with the normal and safe operation of the Railway. No construction, manpower, or equipment will enter the right of way beyond safety clearance limits of 20.0 feet from the centerline of near track.

6. All casing pipe installations where the diameter is greater than 48 inches will require a preconstruction conference at the project site.--
7. Preconstruction arrangements will be made with the office Chief Engineer at least one week prior to construction. A Railway inspector must be present during the entire construction of the casing pipe. The inspector will have complete authority over the project on the Railway's right of way.
8. All costs to provide inspection will be borne by the lessee.

D. Tunnel liner requirements are as follows:

1. All applicable preceding sections will govern tunnel liner usage proposals.
2. Tunnel liner plate will be 12 Pi, galvanized, and all bolts and nuts will be galvanized.
3. Live load will be based on E-80 Railway Loading using applicable formulae and computations performed by a registered professional engineer. The computation results will accompany the plans for review by the Office of the Chief Engineer.
4. Grout holes will be provided at 10 foot intervals along the roof and sides.
5. The tunnel liner jacking shield will protect 180 degrees of the upper section and material removed to allow for a minimum 1:1 slope with a minimum 2.0 feet of undisturbed soil supporting the overburden.
6. The tunnel line installation will progress with sufficient manpower and supervision for around the clock construction until the liner is completed.

E. Carrier pipeline specifications are as follows:

1. Reinforced Concrete Pipe
  - a. Materials: Modified bell and spigot or tongue and groove in accordance with current ASTM Specification C76 Class IV for Railway strength pipe or current specification for prestressed concrete pipe.

- b. Joints: Rubber and steel joint for prestressed pipe in accordance with current Lock Joint Pipe Company Specification on SP5, or equivalent. Joints for bell and spigot and tongue and groove pipe to be in accordance with current standard practice. Joints may be made using confined continuous rubber gasket.

2. Cast Iron Pipe

- a. Materials: Pipe must conform to current ASTM Specification A142 for "Standard Pipe."
- b. Joints: Bell and spigot, caulked with lead and oakum, or and approved mechanical type.

3. Polyethylene Pipe

- a. Materials: Pipe must conform to current ASTM Specifications D2104, Schedule 40, for standard pipe.

4. Steel Pipe

- a. Materials: Pipe must conform to current ASTM Specification A120, Schedule 40.
- b. Joints: All joints must be welded or of an approved mechanical type.

F. Carrier pipe with and internal pressure less than 30 psi shall have the ends of the casing pipe sealed after installation.

G. Carrier pipe with and internal pressure of 30 psi and over shall have the casing pipe open at the ends if local conditions permit water from leaks to discharge into drainage ditch or manhole. If this is not practicable, the casing pipe shall be sealed at both ends and 4 inch relief vent provided at either end off the Railway's right of way, which shall discharge into drainage ditch or sewer. Casing pipe shall have a minimum inside diameter of 6.0 inches greater than the maximum outside diameter of the carrier pipe, including bell ends of flanges.

H. Uncased high pressure gas pipe line crossings will be permitted provided they comply with the requirements of Chapter One, Part 5.2, Specifications for Uncased Gas Pipe Line within the Railway Right of Way (1993), as is contained in the "Manual for Railway Engineers", issued by the American Railway Engineers Association". In the event of conflict the provisions of the "General Specifications for Subgrade and Above Grade Crossings of Railway's Right of Way" shall supersede.

III. ABOVE GRADE STRUCTURES

- A. All applicable preceding sections will govern the installation.
- B. Minimum clearance of 23 feet 6 inches over top of rail of highest track shall govern the proposed structure.
- C. Predesign conference with the Chief Engineer will set forth horizontal clearance of subgrade, grade and above grade construction and structural limits.

IV. ABOVE GRADE WIRELINES

- A. All power lines and cables will provide a minimum clearance above top of rail of highest track of 43.0 feet for up to 50 KV. An additional 0.4 inch of clearance must be provided for each KV in excess of 50 KV.
- B. All power lines and cables lying within a grade crossing will provide a minimum clearance above top of rail of highest track of 50.0 feet for up to 50 KV. An additional 0.4 inch of clearance must be provided for each KV in excess of 50 KV.
- C. All cable will provide a minimum clearance above top of rail of the highest track of 43.0 feet.
- D. Any wireline or cable at a grade crossing protected with crossing gates must clear the tip of the gate are by a minimum of 6.0 feet when the gate are is in the raised position.
- E. Should the Railway add crossing gates to grade crossing protection, raising of wirelines or cables shall be performed immediately on notice and at the sole cost and expense of the lessee.
- F. All applicable preceding sections will govern the installations.

V. MISCELLANEOUS

- A. Cathodic protection of pipelines, cables, or casings.
  - 1. When cathodic protection is provided, it shall be installed so as not to induce currents which will interfere with the signal apparatus of the Railway. Any changes required in the manner, method, or location of such cathodic protection shall be made at the sole cost and expense of the lessee and to the satisfaction of the Chief Engineer of the Railway or his duly authorized representative.

- B. Proposed structures must maintain a minimum 10 feet of horizontal clearance to the base of the signal/crossing gates.

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SPECIFICATIONS ADDENDUM  
JULY 1995

FOR DIRECTIONAL BORE INSTALLATIONS:

1. 10 foot minimum cover from top of the tie (beneath track structures) to top of bored pipe.
2. 4 foot minimum cover from ground level to top of bored pipe when outside of track structures.

Last revised November 14, 1995