

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>\$25,000.00</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>\$25,000.00</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.: Fund 4011 Dept 721 Unit W006 Object 6543 (50%)
 Fund 4011 Dept 721 Unit W006 Object 6547 (50%)

Is Item Included in Current Budget? Yes x No Reporting Category N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact:

One-time capital expenditure from user fees and balance brought forward.

C. Department Fiscal Review: Delbra M West

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

<p><u>John D. L. 9-26-06</u> OFMB act 9-21-06 10M 9-20-06</p>	<p><u>Jim J. Jochst 9/29/06</u> Contract and Development Control These Agreements are in essence Licenses.</p>
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B. Legal Sufficiency:

WLLW 10/2/06
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

PIPELINE CROSSING AGREEMENT

THIS AGREEMENT, Made and effective as of September 11, 2006, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and PALM BEACH COUNTY WATER UTILITIES DEPARTMENT, a municipal corporation, political subdivision or state agency, under the laws of the State of Florida, whose mailing address is 8100 Forest Hill Boulevard, West Palm Beach, Florida 33413, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct, use and maintain pipeline crossings, hereinafter called "Pipeline," under or across property owned or controlled by Licensor at or near Palm Center, County of Palm Beach, State of Florida, Auburndale Subdivision, listed below, hereinafter collectively called the "Crossing," as shown on print of Drawing(s) No. CSX-056113, dated June 14, 2006, attached hereto and made a part hereof; other details and data pertaining to said Pipeline being as indicated on Applications Form(s), dated June 15, 2006, also attached hereto and made a part hereof;

- 1 a pipeline solely for the transmission of raw/treated sewage located at Valuation Station 9706+33, Milepost SX-949.88;
- 2 a pipeline solely for the transmission of potable water located at Valuation Station 9706+42, Milepost SX-949.88.

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 Crossing 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 said Pipeline at the Crossing above for the term herein stated, and to remove same upon termination.

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

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

2. LICENSE FEE; TERM:

2.1 In lieu of annual payments and in consideration of Licensor's waiver of future fee increases, Licensee shall pay Licensor a one-time nonrefundable License Fee of EIGHT THOUSAND AND 00/100 U.S. DOLLARS (\$8,000.00) upon execution of this Agreement. Licensee agrees that the License Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

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

2.3 This Agreement shall terminate (1) September 5, 2031, or (2) as herein provided, but shall also terminate upon (a) default, (b) Licensee's cessation of use of the Pipeline or Crossing for the purpose(s) above, (c) removal of the Pipeline, (d) subsequent mutual consent, and/or (e) failure of Licensee to complete installation within 5 (five) years from the effective date of this Agreement.

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

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

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

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

3.3 All Licensee's work and exercise of rights hereunder shall be undertaken 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 Pipeline, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

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

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

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Crossing, 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 Crossing shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Up to the amount as provided for the waiver of sovereign immunity in Section 768.28, Florida Statutes (which at the time of the execution of this Agreement is \$100,000 per person/\$200,000 per incident) as may be amended from time to time, 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 Pipeline.

4. PERMITS, LICENSES:

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

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), 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 as Licensor may approve.

5.2 After construction or maintenance of Pipeline, Licensee shall:

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

5.3 Up to the amount as provided for the waiver of sovereign immunity in Section 768.28, Florida Statutes (which at the time of the execution of this Agreement is \$100,000 per person/\$200,000 per incident) as may be amended from time to time, Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Crossing area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

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

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

7. PIPE CHANGES:

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

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

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Pipeline/Crossing herein permitted may not presently interfere with Licensor's railroad operations or facilities, in the event that the operation, existence or maintenance of said Pipeline, in the sole judgment of Licensor, causes: (a) interference (physical, magnetic or otherwise) with Licensor's communication, signal or other wires, powerlines, train control system, or facilities; or (b) interference in any manner with the operation, maintenance or use of the right-of-way, 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 take such remedial action or make such changes in its Pipeline as may be required in the reasonable judgment of Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so, at Licensee's sole cost.

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

9. RISK, LIABILITY, INDEMNITY:

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

9.1 Up to the amount as provided for the waiver of sovereign immunity in Section 768.28, Florida Statutes (which at the time of the execution of this Agreement is \$100,000 per person/\$200,000 per incident) as may be amended from time to time, Licensee hereby assumes, and shall defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, presence, existence, repair, maintenance, replacement, operations, use or removal of

Pipeline or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when caused solely by the willful misconduct or gross negligence of Licensor.

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

9.3 Up to the same amount as provided for the waiver of sovereign immunity in Section 768.28, Florida Statutes (which at the time of the execution of this Agreement is \$100,000 per person/\$200,000 per incident) as may be amended from time to time, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorney's fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Crossing area, arising from or in connection with the use of this Crossing or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through said Pipeline; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Pipeline leakage.

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

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

9.6 Notwithstanding anything contained in this Agreement, the limitations of liability contained in Section 768.28, Florida 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, construction or occupation of Crossing pursuant to this Agreement, Licensee shall procure, and shall maintain during the continuance of this Agreement, at Licensee's sole cost and expense, a policy of Commercial General Liability Insurance (CGL), naming Licensor, and/or its designee, as additional insured and covering liability assumed by Licensee under this Agreement. A coverage limit of not less than THREE MILLION AND 00/100 U.S. DOLLARS (\$3,000,000.00) Combined Single Limit per occurrence for bodily

injury liability and property damage liability is currently required as a prudent minimum to protect Licensee's assumed obligations. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to Speed Code C907 at the address listed above.

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

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

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

10.5 In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) 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.

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 Crossing, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

11. GRADE CROSSINGS; FLAGGING:

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

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

12. LICENSOR'S COSTS:

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

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

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

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 license fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 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.

14. TERMINATION, REMOVAL:

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

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

15. NOTICE:

15.1 Licensee shall give Licensor's Division Engineer (Jacksonville Division, 6735 Southpoint Drive, J-390, Building II, Jacksonville, FL 32216) at least thirty (30) days written notice before doing any work on Licensor's right-of-way, except that in cases of emergency shorter notice may be given to said Division Engineer. The rail operations emergency phone number for Licensor is: 1-800-232-0144. The emergency phone number for Licensee is: (561) 740-4600.

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 Administration, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered effective 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 Crossing.

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 Right-of-Way in the Crossing occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Right-of-Way in the Crossing, and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Right-of-Way, and all leases, licenses and easements or other interests previously granted to others therein.

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

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

17.4 Up to the amount as provided for the waiver of sovereign immunity in Section 768.28, Florida Statutes (which at the time of the execution of this Agreement is \$100,000 per person/\$200,000 per incident) as may be amended from time to time, Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon Licensee's facilities placement, or the

presence of Licensee's facilities in, on, or along the Crossing, 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 Crossings, nor shall the exercise of this Agreement for any length of time give rise to any right title or interest in License, to said property other than the license herein created.

18. GENERAL PROVISIONS:

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

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

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

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(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 Pipeline and Crossing 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 or state law, and then at the highest rate so permitted.

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

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

19. RIDERS:

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

[X] 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 Licensor:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

ATTEST:

SHARON R. BOCK, CLERK
AND COMPTROLLER

**PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS**

By: _____
Deputy Clerk

By: _____
Tony Masilotti, Chairman

[SEAL]

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: *Beryl Beaman*
Department Director

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: *Burt R. Ryan*
Department Director



APPLICATION FOR PIPELINE CROSSING OR PARALLELING PROPERTIES AND TRACK

Submit one original and one copy of both the application and drawing along with a \$750.00 nonrefundable Application Fee to CSX Transportation, Property Services J180, 500 Water Street, Jacksonville, FL 32202.

Application and plans must be approved and written authority received from the Railroad before construction is begun. Your proposal and construction must be in accordance with CSXT's Specifications and any current governing laws or regulations. Note: Specifications furnished in the Application Package are to be used as a guideline only. CSXT reserves the right to approve or decline any application.

PLEASE SIGN BEFORE COMPLETING:

Agreement No.: CSX-056113

I affirm the information I am furnishing in this application will comply with the current CSX Standards, governing laws or regulations, and accurately reflects the proposed construction plans:

Signature: [Handwritten Signature]

Application Date: 6/15/06

Project Owner Information: Check here if agreement should be mailed to this address

- Complete Legal Name of applicant as it would appear in a legal document (inaccurate information will delay your request):
BRIAN A. SHIELDS, P.E.
- Company Contact Name: PALM BEACH COUNTY WATER UTILITIES DEPARTMENT
Title: DIRECTOR OF ENGINEERING
- Telephone: (561) 493-6081 Fax: (561) 493-6113 E-Mail: bshields@pbwater.com
Company Emergency Contact Number (in case of derailment, pipe failure, etc.): 561-740-4600
- Street Address: 8100 FOREST HILL BOULEVARD City: WEST PALM BCH State: FL Zip: 33413
- Type of business:
 Corporation (State of incorporation _____)
 Partnership (Type and State of Partnership _____)
 Individual Developer Municipality Other

Engineer/Consultant Information: Check here if agreement should be mailed to this address

- Company Name: PALM BEACH COUNTY WATER UTILITIES DEPARTMENT
- Company Contact Name: JOHN E. RICH, P.E. Title: PIPELINE DESIGN MANAGER
- Telephone: (561) 493-6116 Fax: (561) 493-6113 E-Mail: jerich@pbwater.com
- Street Address: 8100 FOREST HILL BOULEVARD City: WEST PALM BCH State: FL Zip: 33413

Project Information: (Note: Metric Information will NOT be accepted.)

- Is this installation: New Revision to existing Attachment to existing Upgrade to existing
- If not a new installation, furnish existing Agreement Number: _____
- If this installation is to be a supplement to your master (general) agreement, furnish:
Agreement Number: _____ Date: _____
- Your Reference Number: _____
- Work to be performed by:
 Applicant's employees Contractor Name: TO BE DETERMINED AFTER BID OPENING
 Contractor Is Applicant an Aegis member? Yes No
- Town Location: UNINCORPORATED WPB County: PALM BEACH State/Province: FLORIDA

(INNOVATION DR.)
(PALM CENTER)

(Form continued on Page 2)

Project Information Cont'd:

16. Product to be Conveyed: POTABLE WATER Flammable: Yes No
 Temperature: 70°-80°F
17. Maximum Working Pressure: 55-60 PSI Field Test Pressure: 150 PSI Type Test: HYDROSTATIC (2HR)
18. Location of Shut-Off Valves: STA. 82+93, 44' LT & STA. 85+54, 45' LT (SEE DESIGN SHEET 37 OF 51)
19. Number: Manholes 2 Other (describe) _____
 to be located within Railroad corridor. **Manholes shall be flush with top of ground and dimensions of ancillary structures are required on drawing.**
20. Distance from manholes/other to nearest track: 132 FT & 144 FT
21. Angle of Crossing: 90 DEGREES Number of Tracks to be crossed: 1
22. **PIPE SPECIFICATIONS:**
- | | CARRIER PIPE: | CASING PIPE: |
|--|---------------------------------|-----------------------|
| Material | <u>DUCTILE IRON</u> | <u>STEEL</u> |
| Material Specifications & Grade | <u>AWWA C151/GRADE 60-42-10</u> | <u>ANSI/AWWA C200</u> |
| Minimum Yield Strength of Material PSI | <u>42,000 PSI</u> | <u>35,000 PSI</u> |
| Inside Diameter | <u>20 INCH</u> | <u>36 INCH</u> |
| Wall Thickness | <u>0.34"</u> | <u>0.531"</u> |
| Outside Diameter | <u>21.60"</u> | <u>37.062"</u> |
| Type of Seam | <u>NONE</u> | <u>WELDED</u> |
| Kind of Joints | <u>RESTRAINED</u> | <u>NONE</u> |
| Total Length Within Railroad R/W | <u>200 FT</u> | <u>200 FT</u> |
| Tunneling (Liner Plates) | | |
- Note: Attach manufacturer's shop detail and computations that include plate thickness and gage.**
- Vents: Number 2 Size 3" DIAM. Height above ground 4 FT
- Seals: One End Both Ends
- Bury depth: Base of rail to top of casing: 11 feet 9± inches
 Not beneath tracks: 8 to 10 feet 6± inches
 (Below ditches) 6 feet, 6± inches
- Cathodic Protection: Yes No Protective Coating: Yes (Kind) _____ No
23. Method of installation: JACK AND BORE / OPEN CUT (Note: Directional boring is prohibited. See specs)
24. Location of boring pits from adjacent track @ 90°: Launching Pit: 44 ft., Receiving Pit: 44 ft.
25. Temporary track support or rippapping required? Yes No (Describe and Detail on Drawing)
26. Wires, poles, obstructions to be relocated? Yes No (Describe and Detail on Drawing)
27. Is this both a Crossing and Parallelism? Yes No
28. Crossing location: 8 feet NORTH (direction) from Railroad Milepost: SX 949.88*
 If known: Valuation Station: NA Valuation Map Number: NA
 If known: Latitude/Longitude: NA
 If known: Street Address of Crossing/Parallelism: NA
29. Parallelism location: Beginning: _____ feet _____ (direction) from RR Milepost: _____
 and Ending: _____ feet _____ (direction) from RR Milepost: _____
30. Total length on Railroad R/W: 200 FT Length Crossing: 200 FT Length Paralleling: NONE
31. Will line be entirely within a public road R/W? Yes No DOT/AAR Crossing No.: 628092D
 ** If you answered yes, road name, number, and width of public right-of-way are required on drawing
32. a) Will this occupancy connect to an existing facility within Railroad corridor? Yes No
 b) If Yes, name facility owner(s): _____

Railroad Use Only:

Division JACKSONVILLE Subdivision AUBURNDALE No. of Crossings: 1 of 2
 Absolute No.: 04379 Valuation Section/Map No.: V5FL/L27/46
 Valuation Station: 9706+42
 Milepost: SX-949.88 CSX-056113
 Roadmaster No.: P31 Contr. Type: PIWAX Fiber? Y

crossing location: 45' northwest of centerline of Innovation Drive.

Project Information Cont'd:

16. Product to be Conveyed: WASTEWATER Flammable: Yes No
 Temperature: 70°-80°
17. Maximum Working Pressure: 50-55 PSI Field Test Pressure: 150 PSI Type Test: HYDROSTATIC (2HR)
18. Location of Shut-Off Valves: STA. 83+00, 51' LT & STA. 85+54, 55' LT (SEE DESIGN SHEET 37 OF 57)
19. Number: Manholes 2 Other (describe) _____
 to be located within Railroad corridor. **Manholes shall be flush with top of ground and dimensions of ancillary structures are required on drawing.**
20. Distance from manholes/other to nearest track: 129 FT & 145 FT
21. Angle of Crossing: 90 DEGREES Number of Tracks to be crossed: 1
22. **PIPE SPECIFICATIONS:**
- | | CARRIER PIPE: | CASING PIPE: |
|--|---|------------------------|
| Material | <u>DUCTILE IRON</u> | <u>STEEL</u> |
| Material Specifications & Grade | <u>AWWA C151/GRADE 60-42-10</u> | <u>ANSI/AWWA C 200</u> |
| Minimum Yield Strength of Material PSI | <u>42,000 PSI</u> | <u>35,000 PSI</u> |
| Inside Diameter | <u>18 INCH</u> | <u>30 INCH</u> |
| Wall Thickness | <u>0.44"</u> | <u>0.50"</u> |
| Outside Diameter | <u>18.88"</u> | <u>31.0"</u> |
| Type of Seam | <u>NONE</u> | <u>WELDED</u> |
| Kind of Joints | <u>RESTRAINED</u> | <u>NONE</u> |
| Total Length Within Railroad R/W | <u>200 FT</u> | <u>200 FT</u> |
| Tunneling (Liner Plates) | Note: <u>Attach manufacturer's shop detail and computations that include plate thickness and gage.</u> | |
- Vents: Number 2 Size 3" DIAM. Height above ground 4 FT.
- Seals: One End Both Ends
- Bury depth: Base of rail to top of casing: 11 feet 9± inches
 Not beneath tracks: 8 to 10 feet 6± inches
 (Below ditches) 6 feet, 6± inches
- Cathodic Protection: Yes No Protective Coating: Yes (Kind) _____ No
23. Method of installation: JACK AND BORE / OPEN CUT (Note: Directional boring is prohibited. See specs)
24. Location of boring pits from adjacent track @ 90°: Launching Pit: 44 ft., Receiving Pit: 44 ft.
25. Temporary track support or rippapping required? Yes No (Describe and Detail on Drawing)
26. Wires, poles, obstructions to be relocated? Yes No (Describe and Detail on Drawing)
27. Is this both a Crossing and Parallelism? Yes No
28. Crossing location: 17 feet NORTH (direction) from Railroad Milepost: SX 949.88 *
 If known: Valuation Station: NA Valuation Map Number: NA
 If known: Latitude/Longitude: NA
 If known: Street Address of Crossing/Parallelism: NA
29. Parallelism location: Beginning: _____ feet _____ (direction) from RR Milepost: _____
 and Ending: _____ feet _____ (direction) from RR Milepost: _____
30. Total length on Railroad R/W: 200 FT Length Crossing: 200 FT Length Paralleling: NONE
31. Will line be entirely within a public road R/W? Yes No DOT/AAR Crossing No.: 628092D
 ** If you answered yes, road name, number, and width of public right-of-way are required on drawing
32. a) Will this occupancy connect to an existing facility within Railroad corridor? Yes No
 b) If Yes, name facility owner(s): _____

Railroad Use Only:

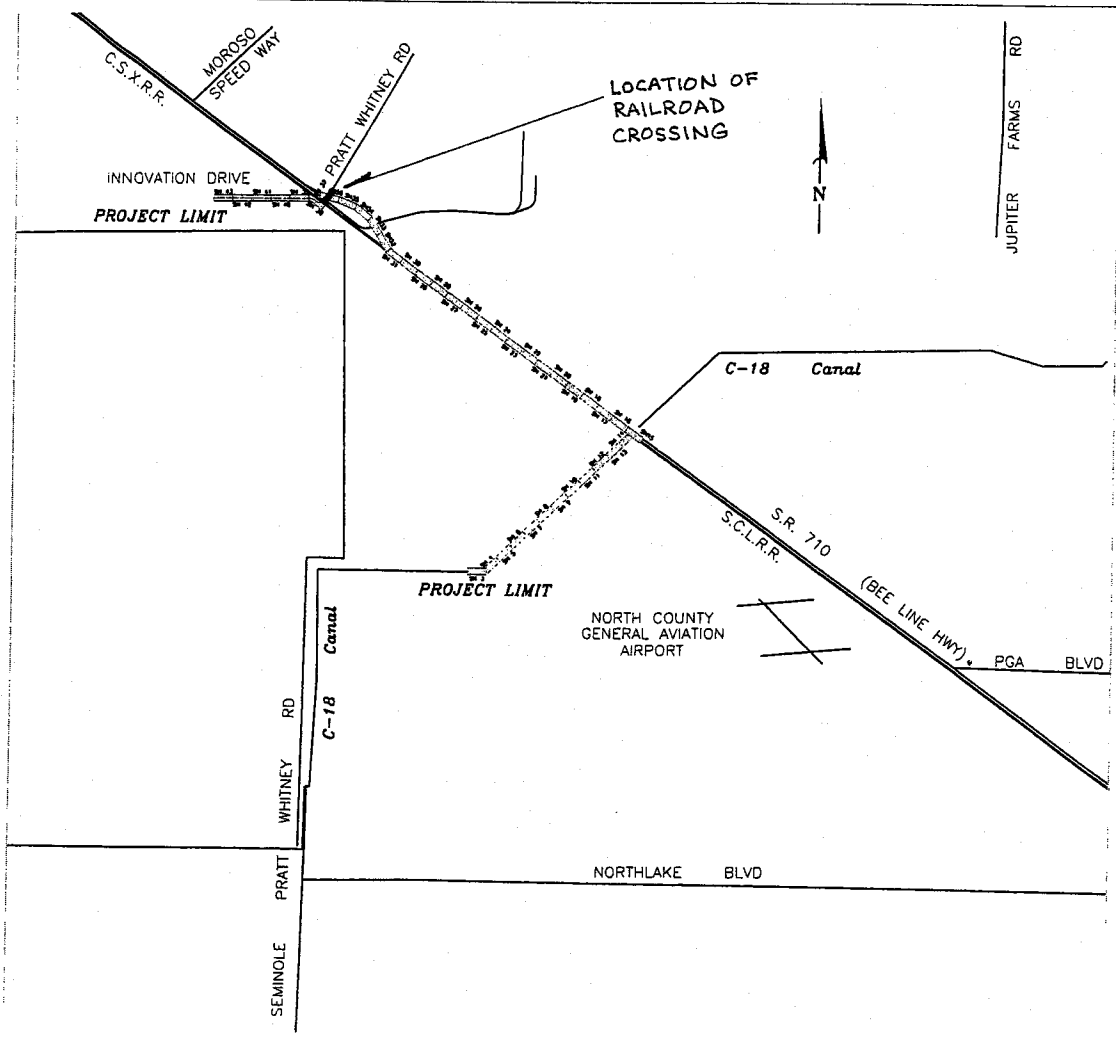
Division JACKSONVILLE Subdivision AUBURNDALE No. of Crossings: 2 of 2
 Absolute No.: 04379 Valuation Section/Map No.: V5FL/L27/46
 Valuation Station: 9706+33
 Milepost: SX-949.88 CSX-056113

Roadmaster No.: P31 Contr. Type: P1SWX Fiber? Y

crossing location: 54' northwest of centerline of Innovation Drive.



NO.	DATE	REVISION / REMARKS



KEY MAP (N.T.S.)
TWP. 43, RGE. 41, SECT'S. 8, 9, 10, 11, & 12
TWP. 42, RGE. 41, SECT'S. 16, 17, 20, 21, 28, 29, 32 & 33

GENERAL NOTES:

- UNLESS SPECIFIED OTHERWISE ON THESE PLANS OR IN THE SPECIFICATIONS, ALL WATER MAINS TO BE INSTALLED AT ELEVATION SHOWN ON PROFILES OR A MINIMUM 36" OF COVER, WHICHEVER IS DEEPER, WITH +0.1' AND -0.25' MAXIMUM TOLERANCE.
- PIPE DEFLECTION AT THE JOINT SHALL NOT EXCEED 75% OF THE MANUFACTURERS RECOMMENDED MAXIMUM JOINT DEFLECTION.
- CONTRACTOR TO VERIFY ALL UTILITY CROSSINGS, EXACT ELEVATIONS AND LOCATIONS PRIOR TO CONSTRUCTION OR WITHIN NOTICE TO PROCEED + 30 DAYS WHICHEVER OCCURS FIRST.
- ALL RESTRAINED JOINT LENGTHS SHOWN ON THESE DRAWINGS ARE BASED ON DUCTILE IRON PIPE (DIP) DESIGN AND SPECIFICATIONS, AT NO ADDITIONAL COST TO OWNER.
- RESTRAINED JOINTS FOR DUCTILE IRON PIPE (DIP) AND FITTINGS TO BE INSTALLED AND RESTRAINED ACCORDING TO THE TABLE SHOWN IN THE POTABLE WATER AND WASTEWATER STANDARD DETAILS.
- UNLESS SPECIFIED OTHERWISE ON THESE PLANS OR IN THE SPECIFICATIONS, ALL WATER MAINS DIAMETERS 6" TO 12" SHALL BE DIP (CEMENT LINED).
- WATER MAIN CONSTRUCTION IS RELATIVE TO THE CONSTRUCTION BASELINE.
- WATER MAINS MUST BE TESTED FOR BACTERIOLOGICAL ACCEPTABILITY USING PRESSURE PIPE TIE-IN (BY-PASS) DETAIL FOR TWO CONSECUTIVE DAYS AND APPROVED BY THE PALM BEACH COUNTY HEALTH DEPARTMENT BEFORE THEY ARE PRESSURE TESTED FOR LEAKAGE, IF THE WATER MAIN PRESSURE DROPS BELOW 20 P.S.I. AFTER INITIAL BACTERIOLOGICAL TESTS WERE CONDUCTED, OR THE TESTS ARE MORE THAN 30 DAYS OLD, THE BACTERIOLOGICAL TEST MUST BE REPEATED, REPEAT ABOVE PROCEDURE UNTIL A SATISFACTORY PRESSURE TEST IS ACHIEVED.
- ALL MATERIALS USED SHALL CONFORM TO PALM BEACH COUNTY STANDARD SPECIFICATIONS AND BE FROM THE COUNTY'S CURRENT APPROVED LIST OF MATERIALS AND MANUFACTURERS, IN ACCORDANCE WITH SPECIFICATION SECTION 01015.
- ALL SIGNS AND MAIL BOXES IN CONFLICT WITH CONSTRUCTION SHALL BE REMOVED AND REPLACED AT THE ORIGINAL POSITION. SIGNS SHALL BE REINSTALLED IN ACCORDANCE WITH FOOT STANDARDS. MAIL BOXES SHALL MEET POST OFFICE REQUIREMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE, AT NO ADDITIONAL COST TO OWNER, FOR HOLDING ELECTRIC, TELEPHONE AND SIGNAL POLES AS NECESSARY DURING CONSTRUCTION, UNLESS NOTED ON PLANS.
- ANY SWALE OR DITCH AREAS DISTURBED BY WATER MAIN IMPROVEMENTS PROJECT MUST BE RESTORED TO ORIGINAL OR BETTER CONDITION.
- ELEVATIONS SHOWN HEREON REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1983.
- ALL DEBRIS, SPOIL, RUBBLE, VEGETATION, AND SIMILAR ITEMS REMOVED SHALL BE LEGALLY DISPOSED OF BY CONTRACTOR.
- ANY WATER MAIN SHUT DOWN SHALL BE COORDINATED WITH PALM BEACH COUNTY WATER UTILITIES DEPT. (PBCWUD) MINIMUM ONE WEEK IN ADVANCE. SHUTDOWNS SHALL BE CONDUCTED DURING NIGHTS OR WEEKENDS, AS DIRECTED BY PBCWUD.
- ACCESS TO SCHOOLS OR CHURCHES SHALL BE MAINTAINED DURING THEIR SCHEDULED HOURS.
- CONTRACTOR TO COMPLY WITH THE TRAFFIC CONTROL PLAN ACCORDING TO F.D.O.T. CURRENT INDEX 900 SERIES.
- PROVIDE SILTATION AND BANK EROSION PROTECTION CONTROL. CONTRACTOR SHALL SUBMIT NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) NOTICE OF INTENT TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) PRIOR TO COMMENCING CONSTRUCTION. PROVIDE ADEQUATE RETENTION OF ALL DEWATERING AND FLUSHING DISCHARGE.
- M.O.T. PLANS MUST BE APPROVED BY P.B.C. WUD, P.B.C. ENGINEERING DEPARTMENT AND INDIAN TRAILS IMPROVEMENT DISTRICT (CONDITIONED TO OWNERSHIP OF ROAD) BEFORE COMMENCING ANY WORK DISTURBING TRAFFIC. MAINTAIN AT LEAST ONE LANE OF TRAFFIC AT ALL TIMES AND NO MORE THAN 1000' OF DISTURBED GROUND AT ANY TIME. MUST PROVIDE HOMEOWNER ACCESS TO RESIDENCES AT ALL TIMES. WORK HOURS (MON. - SAT. 7:00AM - 7:00PM) NO WORK TO BE PERFORMED ON SUNDAY.
- CONTRACTOR SHALL COORDINATE CONSTRUCTION WITH P.B.C.W.U.D. OPERATIONS AND MAINTENANCE DIVISION FOR TIE-IN'S AND SHUTDOWN, ONE WEEK IN ADVANCE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEYING AND STAKING RIGHT-OF-WAY LINES AND PROPOSED WATER MAIN LOCATIONS WITH NO ADDITIONAL COST TO THE OWNER.
- CONTRACTOR TO ADEQUATELY RESTRAIN ALL EXISTING VALVES, FITTINGS, PIPES AND APPURTENANCES AS NECESSARY TO MAKE CONNECTIONS, AT NO ADDITIONAL COST TO OWNER.
- PRESSURE TEST ALL WATER MAINS AND WASTEWATER FORCE MAINS TO 150 PSI.
- CENTER FULL LENGTH OF WATER MAIN PIPE AT POINT OF CONFLICTS WITH STORM PIPES PER PRESSURE PIPE CONFLICT DETAIL ON STANDARD DETAIL SHEET. CONTRACTOR TO BRACE EXISTING STORM WATER PIPE OR INLET STRUCTURES (IF NECESSARY) DURING CROSSING AND REPLACE AT HIS EXPENSE IF DAMAGED BY HIS WORK FORCES.

SURVEY LEGEND:	
T.O.M.	= TOP OF MHT
MISC. TREE	= MISC. TREE
SHRUB	= SHRUB
CENTERLINE	= CENTERLINE
BASELINE	= BASELINE
CHAIN LINK FENCE	= CHAIN LINK FENCE
WOOD POST FENCE	= WOOD POST FENCE
PAGES	= PAGES
TOP OF SLOPE	= TOP OF SLOPE
BOTTOM OF SLOPE	= BOTTOM OF SLOPE
T.O.E.	= T.O.E. OF SLOPE
E.D.V.	= EDGE OF WATER
P.B.	= PLAT BOOK
V.H.	= WATER MAIN
H.V.S.	= HELLER-WEAVER AND SHEREMETA, INC.
D.R.B.	= OFFICIAL RECORDS BOOK
CONC.	= CONCRETE
ASPH.	= ASPHALT
RCP	= REINFORCED CONCRETE PIPE
INV.	= INVERT
EL.	= ELEVATION
F.P.L.	= FLORIDA POWER & LIGHT
UGBS	= UNDER GROUND BELL SOUTH
DB	= DEES BOOK
F.M.	= FORCE MAIN
S.P.	= SAMPLE POINT
TOP	= TOP OF PIPE
BOP	= BOTTOM OF PIPE
B.E.	= BURIED ELECTRIC
U.G.E.	= UNDERGROUND ELECTRIC
BOT	= BOTTOM
G.V.	= GATE VALVE
B.V.	= BUTTERFLY VALVE
F.H.	= FIRE HYDRANT
PCCP	= PRESTRESSED CONCRETE CYLINDER PIPE
D.I.P.	= DUCTILE IRON PIPE
UGC.T.V.	= UNDER GROUND CABLE T.V.
U.E.	= UTILITY EASEMENT
R/W	= RIGHT-OF-WAY
S.S.	= STAINLESS STEEL
O.H.	= OVER HEAD LINE
PBC WUD	= PALM BEACH COUNTY WATER UTILITIES DEPARTMENT
ITID	= INDIAN TRAIL IMPROVEMENT DISTRICT
V.P.B.	= CITY OF WEST PALM BEACH
F.O.P.	= FIBER OPTIC
S.I.D.	= SEMINOLE IMPROVEMENT DISTRICT
S.U.A.	= SEACAST UTILITY AUTHORITY
P.V.C.	= POLY VINYL CHLORIDE
GUY ANCHOR (ANCHOR)	= GUY ANCHOR (ANCHOR)
WOOD POWER POLE	= WOOD POWER POLE
OVERHEAD LINES	= OVERHEAD LINES
SIGN	= SIGN
MAIL BOX	= MAIL BOX
DRAINAGE MANHOLE	= DRAINAGE MANHOLE
CATCH BASIN	= CATCH BASIN
EXISTING WATER METER	= EXISTING WATER METER
EXISTING FIRE HYDRANT	= EXISTING FIRE HYDRANT
EXISTING WATER VALVE, GATE VALVE, (G.V.)	= EXISTING WATER VALVE, GATE VALVE, (G.V.)
EXISTING SANITARY OR FORCE MAIN VALVE,	= EXISTING SANITARY OR FORCE MAIN VALVE,
PROPOSED WATER MAIN	= PROPOSED WATER MAIN
PROPOSED VALVE, WATER OR FORCE MAIN	= PROPOSED VALVE, WATER OR FORCE MAIN
EXIST. PIPE TO BE REMOVED	= EXIST. PIPE TO BE REMOVED
PROPOSED FIRE HYDRANT ASSEMBLY	= PROPOSED FIRE HYDRANT ASSEMBLY
AIR RELEASE VALVE V/MANHOLE	= AIR RELEASE VALVE V/MANHOLE
EXISTING VALVE, WATER OR FORCE MAIN	= EXISTING VALVE, WATER OR FORCE MAIN
EXIST. PIPE TO BE DEACTIVATED IN PLACE	= EXIST. PIPE TO BE DEACTIVATED IN PLACE
PROPERTY ADDRESS	= PROPERTY ADDRESS
EXIST. ASPHALT	= EXIST. ASPHALT
EXIST. CONCRETE	= EXIST. CONCRETE
EXIST. DIRT/ROCK	= EXIST. DIRT/ROCK
MILL AND RESURFACE	= MILL AND RESURFACE
PAVEMENT RESTORATION	= PAVEMENT RESTORATION
SHELL ROCK RESTORATION	= SHELL ROCK RESTORATION
AREA TO BE FILLED W/CLEAN FILL	= AREA TO BE FILLED W/CLEAN FILL
RESTRAINED JOINTS	= RESTRAINED JOINTS
FLOWABLE FILL	= FLOWABLE FILL
FILL	= FILL
TREE SURVEY DESIGNATION (TREE SURVEY DESIGNATION)	= TREE SURVEY DESIGNATION (TREE SURVEY DESIGNATION)
SOIL BORING POINT W/ IDENTIFIER	= SOIL BORING POINT W/ IDENTIFIER

- APPROVED RECORD DRAWINGS DOCUMENTS ARE REQUIRED ACCORDING TO P.B.C.W.U.D. MINIMUM ENGINEERING AND CONSTRUCTION STANDARDS.
- PRIOR TO COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH FLORIDA STATUTE 353.851 FOR THE PROTECTION OF UNDERGROUND GAS PIPE LINES.
- ALL WATER MAIN DUCTILE IRON PIPE AND FITTINGS SHALL BE FIELD PAINTED BY THE CONTRACTOR WITH A 4" WIDE CONTINUOUS BLUE LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE AND THAT IS LOCATED ALONG THE TOP OF THE PIPE. APPROVED PAINT: INDIUMON, AQUANAUT 5082 ALASKAN BLUE (ONE COAT, 3 MILS DRY FILM THICKNESS APPLIED WITH 1/2" NAP MEDIUM ROLLER)
- ALL WATER MAIN SHALL BE MARKED WITH ONE CONTINUOUS STRIP OF 6" WIDE MAGNETIC BLUE CODED TAPE IMPRINTED WITH TWO (2) INCH HIGH LETTERING READING "CAUTION - POTABLE WATER LINE BURIED BELOW" AND LOCATED APPROXIMATELY TWELVE (12) INCHES ABOVE THE CROWN OF THE PIPE. THE WORDING SHALL OCCUR EVERY THREE (3) FEET.
- PAVEMENT RESTORATION FOR PIPELINE'S PARALLEL TO THE ROAD SHALL BE IN HALF LANE INCREMENTS
- VALVE LOCATIONS MAY BE REVISED AT THE OWNERS DISCRETION AT NO ADDITIONAL COST.
- ANY MANHOLE RIM ELEVATIONS ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY EXISTING GROUND ELEVATIONS PRIOR TO ORDERING MANHOLES
- A 20 FOOT FULL DIP PIPE LENGTH IS REQUIRED FOR BOTH WM AND FM WITH ARV CENTERED ON PIPE LENGTH.
- AN ELECTRONIC AS BUILT DATA FILE WITH STATE PLANE COORDINATES IS REQUIRED

DRAWING NO. RM056113
SHEET 1 OF 3

DESIGNED BY: D. SCARLATOS
DRAWN BY: M. RAMIREZ
CHECKED BY: D. SCARLATOS
APPROVED BY: JOHN E. RICH

SURVEY PREPARED BY:
HELLER - WEAVER AND SHEREMETA, INC
310 S.E. FIRST ST., SUITE 4
DELRAY BEACH, FL 33483
John E. Rich
R.E. License #49220
Palm Beach County
Water Utilities Department
P.O. Box 1609
West Palm Beach, FL 33416-6097

IT'S THE LAW!
CALL 48 HOURS BEFORE YOU DIG
1-800-432-4770
FLORIDA STATE ONE CALL OF FLORIDA, INC
WWW.ONECALLFLORIDA.COM

INNOVATION DR.

PROJECT NO:
05-061

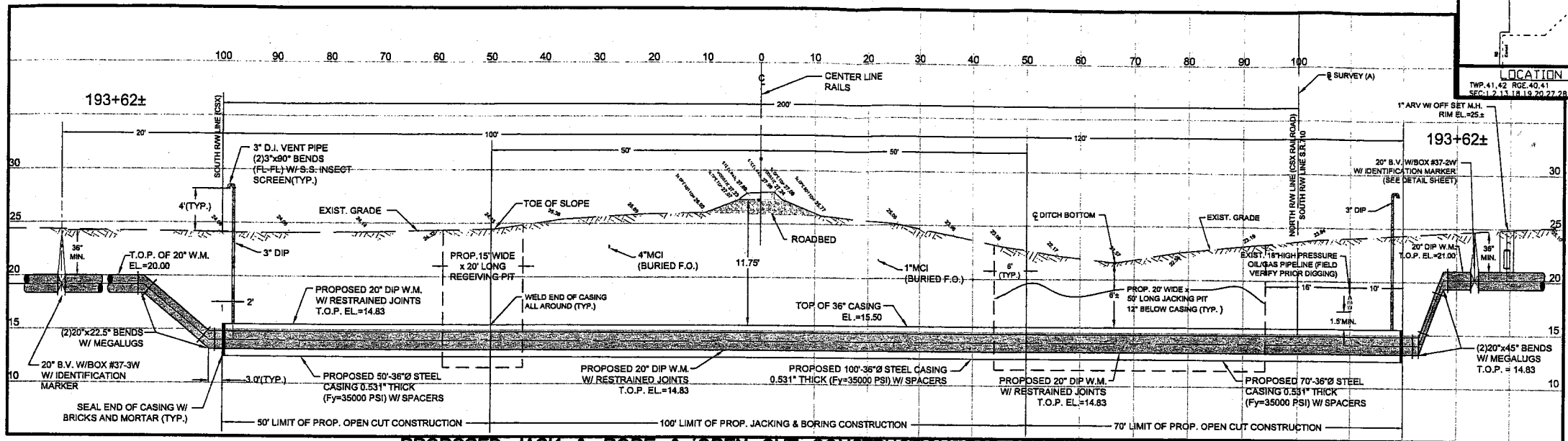
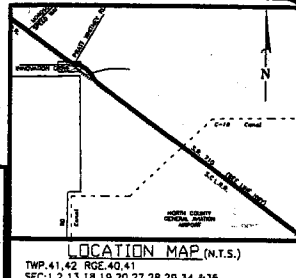
Northern Region Utility Improvement Project - Phase III
W.M. & F.M. Railroad Crossing Profiles
INNOVATION DR.



PALM BEACH COUNTY
WATER UTILITIES DEPARTMENT

NO.	DATE	REVISION / REMARKS

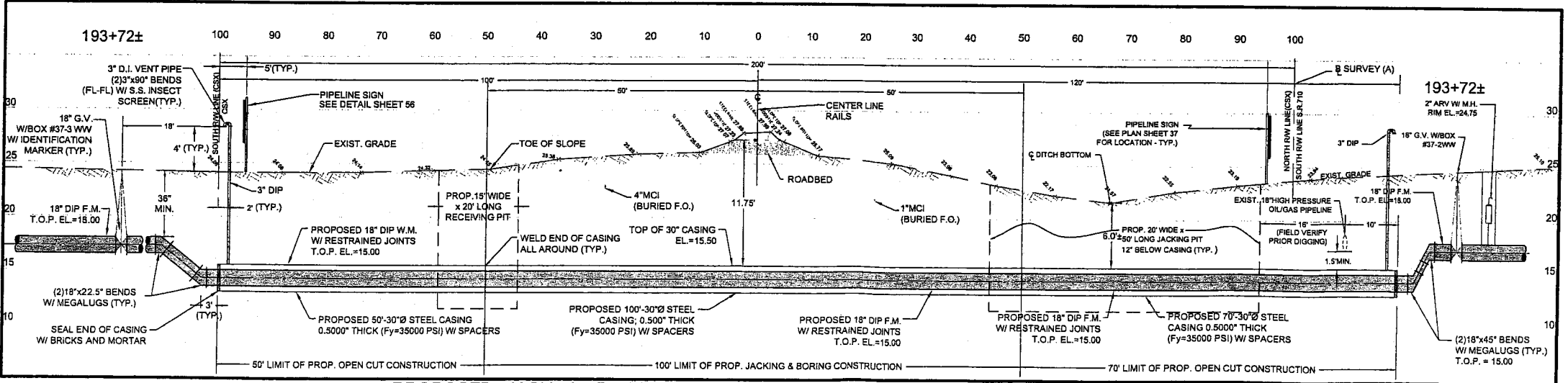
PROFILES
SHEET NUMBER
47
OF
57
SEAL



**PROPOSED JACK & BORE & OPEN CUT CONSTRUCTION 36" STEEL CASING
W/20" D.I.P. W.M. @ STA.193+65± (SEE PLAN SHEET 37)
CSX MILE POST # SX949.88 - CSX CROSSING I.D. # 628092D**

NOTE:
WELDING SHALL BE IN ACCORDANCE
WITH AMERICAN WELDING SOCIETY (A.W.S.)
AWS D1.1 UNLESS OTHERWISE SPECIFIED.

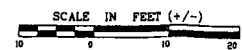
SCALE:
HORZ.: 1"=10'
VERT.: 1"=5'



**PROPOSED JACK & BORE & OPEN CUT CONSTRUCTION 30" STEEL CASING
W/18" D.I.P. F.M. @ STA.193+73± (SEE PLAN SHEET 37)
CSX MILE POST # SX949.88 - CSX CROSSING I.D. # 628092D**

SCALE:
HORZ.: 1"=10'
VERT.: 1"=5'

IT'S THE LAW!
CALL 24 HOURS BEFORE YOU DIG
1-800-432-4770
FLORIDA STATE ONE CALL OF FLORIDA, INC.
UTILITY INFORMATION CENTER



DESIGNED BY: K. YOOBUT
DRAWN BY: A.M./M.B./M.R.
CHECKED BY: D. SCARLATOS
APPROVED BY: JOHN E. RICH

DRAWING NO. RM05H3
SHEET 3 OF 3

John E. Rich, P.E.
P.E. License # 49220
Palm Beach County
Water Utilities Department
P. O. Box 15097
West Palm Beach, FL 33416-6097



**PALM BEACH COUNTY
CERTIFICATE OF SELF INSURANCE COVERAGE
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

Date Issued
September 18, 2006 rlc

INSURED:
PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA,
THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, ITS
EMPLOYEES, AGENTS AND OFFICIALS

SELF INSURED ACCOUNT NO. 103
ADMINISTERED BY:
Gallagher Bassett Insurance Services, Inc.

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend, nor alter the coverages or defense afforded by the self-insurance plans below.

Type of Coverage	Effective Date	Expiration Date	Limits of Liability - in Thousands
<u>GENERAL LIABILITY</u> <input checked="" type="checkbox"/> Comprehensive <input checked="" type="checkbox"/> Premises/Operations <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Errors & Omissions	11/1/90	Until canceled or revoked	Bodily Injury, Property Damage Personal Injury Combined \$100 per Claimant \$200 per Occurrence Self-Insured in accordance with S.768.28 F.S.
<u>AUTOMOBILE LIABILITY</u> <input checked="" type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos (Please list Private Passenger Autos) <input type="checkbox"/> All Owned Autos (Other than Private Passenger) <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non Owned Autos	11/1/90	Until canceled or revoked	Bodily Injury Property Damage Combined \$100 per Claimant \$200 per Occurrence Self-Insured in accordance with S.768.28 F.S.
<u>WORKERS COMPENSATION</u> <input checked="" type="checkbox"/> INCLUDING EMPLOYERS LIABILITY	1/1/99	Until canceled or revoked	WC Statutory Limits 100/500/100 Self-Insured in accordance with S.440 F.S.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL/ITEMS:

Re: Installation of water and wastewater transmission pipelines under tracks at the C-18 Canal southwaet of Beeline Hwy and near the intersection of Beeline Hwy and Innovation Dr.

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the issuing County will endeavor to mail 10 days written notice to the Certificate Holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the County, its agents, or representatives.

CERTIFICATE HOLDER

CSX Transportation, Inc.
500 Water Street, J-180
Jacksonville, FL 32202

Nancy Bolton
Nancy Bolton, DIRECTOR

PIPELINE CROSSING AGREEMENT

THIS AGREEMENT, Made and effective as of September 11, 2006, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and PALM BEACH COUNTY WATER UTILITIES DEPARTMENT, a municipal corporation, political subdivision or state agency, under the laws of the State of Florida, whose mailing address is 8100 Forest Hill Boulevard, West Palm Beach, Florida 33413, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct, use and maintain pipeline crossings, hereinafter called "Pipeline," under or across property owned or controlled by Licensor at or near Palm Center, County of Palm Beach, State of Florida, Auburndale Subdivision, listed below, hereinafter collectively called the "Crossing," as shown on print of Drawing(s) No. CSX-056114, dated June 14, 2006, attached hereto and made a part hereof; other details and data pertaining to said Pipeline being as indicated on Applications Form(s), dated June 15, 2006, also attached hereto and made a part hereof;

- 1 a pipeline solely for the transmission of raw/treated sewage located at Valuation Station 9889+64, Milepost SX-953.35;
- 2 a pipeline solely for the transmission of potable water located at Valuation Station 9889+50, Milepost SX-953.35.

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 Crossing 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 said Pipeline at the Crossing above for the term herein stated, and to remove same upon termination.

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

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

2. LICENSE FEE; TERM:

2.1 In lieu of annual payments and in consideration of Licensor's waiver of future fee increases, Licensee shall pay Licensor a one-time nonrefundable License Fee of EIGHT THOUSAND AND 00/100 U.S. DOLLARS (\$8,000.00) upon execution of this Agreement. Licensee agrees that the License Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

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

2.3 This Agreement shall terminate (1) September 5, 2031, or (2) as herein provided, but shall also terminate upon (a) default, (b) Licensee's cessation of use of the Pipeline or Crossing for the purpose(s) above, (c) removal of the Pipeline, (d) subsequent mutual consent, and/or (e) failure of Licensee to complete installation within 5 (five) years from the effective date of this Agreement.

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

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

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

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

3.3 All Licensee's work and exercise of rights hereunder shall be undertaken 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 Pipeline, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

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

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

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Crossing, 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 Crossing shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Up to the amount as provided for the waiver of sovereign immunity in Section 768.28, Florida Statutes (which at the time of the execution of this Agreement is \$100,000 per person/\$200,000 per incident) as may be amended from time to time, 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 Pipeline.

4. PERMITS, LICENSES:

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

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), 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 as Licensor may approve.

5.2 After construction or maintenance of Pipeline, Licensee shall:

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

5.3 Up to the amount as provided for the waiver of sovereign immunity in Section 768.28, Florida Statutes (which at the time of the execution of this Agreement is \$100,000 per person/\$200,000 per incident) as may be amended from time to time, Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Crossing area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

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

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

7. PIPE CHANGES:

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

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

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Pipeline/Crossing herein permitted may not presently interfere with Licensor's railroad operations or facilities, in the event that the operation, existence or maintenance of said Pipeline, in the sole judgment of Licensor, causes: (a) interference (physical, magnetic or otherwise) with Licensor's communication, signal or other wires, powerlines, train control system, or facilities; or (b) interference in any manner with the operation, maintenance or use of the right-of-way, 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 take such remedial action or make such changes in its Pipeline as may be required in the reasonable judgment of Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so, at Licensee's sole cost.

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

9. RISK, LIABILITY, INDEMNITY:

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

9.1 Up to the amount as provided for the waiver of sovereign immunity in Section 768.28, Florida Statutes (which at the time of the execution of this Agreement is \$100,000 per person/\$200,000 per incident) as may be amended from time to time, Licensee hereby assumes, and shall defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, presence, existence, repair, maintenance, replacement, operations, use or removal of

Pipeline or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when caused solely by the willful misconduct or gross negligence of Licensor.

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

9.3 Up to the same amount as provided for the waiver of sovereign immunity in Section 768.28, Florida Statutes (which at the time of the execution of this Agreement is \$100,000 per person/\$200,000 per incident) as may be amended from time to time, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorney's fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Crossing area, arising from or in connection with the use of this Crossing or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through said Pipeline; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Pipeline leakage.

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

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

9.6 Notwithstanding anything contained in this Agreement, the limitations of liability contained in Section 768.28, Florida 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, construction or occupation of Crossing pursuant to this Agreement, Licensee shall procure, and shall maintain during the continuance of this Agreement, at Licensee's sole cost and expense, a policy of Commercial General Liability Insurance (CGL), naming Licensor, and/or its designee, as additional insured and covering liability assumed by Licensee under this Agreement. A coverage limit of not less than THREE MILLION AND 00/100 U.S. DOLLARS (\$3,000,000.00) Combined Single Limit per occurrence for bodily

injury liability and property damage liability is currently required as a prudent minimum to protect Licensee's assumed obligations. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to Speed Code C907 at the address listed above.

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

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

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

10.5 In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) 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.

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 Crossing, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

11. GRADE CROSSINGS; FLAGGING:

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

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

12. LICENSOR'S COSTS:

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

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

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

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 license fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 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.

14. TERMINATION, REMOVAL:

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

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

15. NOTICE:

15.1 Licensee shall give Licensor's Division Engineer (Jacksonville Division, 6735 Southpoint Drive, J-390, Building II, Jacksonville, FL 32216) at least thirty (30) days written notice before doing any work on Licensor's right-of-way, except that in cases of emergency shorter notice may be given to said Division Engineer. The rail operations emergency phone number for Licensor is: 1-800-232-0144. The emergency phone number for Licensee is: (561) 740-4600.

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 Administration, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered effective 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 Crossing.

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 Right-of-Way in the Crossing occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Right-of-Way in the Crossing, and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Right-of-Way, and all leases, licenses and easements or other interests previously granted to others therein.

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

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

17.4 Up to the amount as provided for the waiver of sovereign immunity in Section 768.28, Florida Statutes (which at the time of the execution of this Agreement is \$100,000 per person/\$200,000 per incident) as may be amended from time to time, Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon Licensee's facilities placement, or the

presence of Licensee's facilities in, on, or along the Crossing, 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 Crossings, nor shall the exercise of this Agreement for any length of time give rise to any right title or interest in License, to said property other than the license herein created.

18. GENERAL PROVISIONS:

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

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

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

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(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 Pipeline and Crossing 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 or state law, and then at the highest rate so permitted.

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

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

19. RIDERS:

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

[X] 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 Licensor:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

ATTEST:

SHARON R. BOCK, CLERK
AND COMPTROLLER

**PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS**

By: _____
Deputy Clerk

By: _____
Tony Masilotti, Chairman

[SEAL]

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By:  _____
Department Director

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By:  _____
Department Director



APPLICATION FOR PIPELINE CROSSING OR PARALLELING
PROPERTIES AND TRACK

Submit one original and one copy of both the application and drawing along with a \$750.00 nonrefundable Application Fee to CSX Transportation, Property Services J180, 500 Water Street, Jacksonville, FL 32202.

Application and plans must be approved and written authority received from the Railroad before construction is begun. Your proposal and construction must be in accordance with CSXT's Specifications and any current governing laws or regulations. Note: Specifications furnished in the Application Package are to be used as a guideline only. CSXT reserves the right to approve or decline any application.

PLEASE SIGN BEFORE COMPLETING:

Agreement No.: CSX-056114

I affirm the information I am furnishing in this application will comply with the current CSX Standards, governing laws or regulations, and accurately reflects the proposed construction plans:

Signature: [Signature]

Application Date: 6/15/06

Project Owner Information:	<input checked="" type="checkbox"/> Check here if agreement should be mailed to this address
1. Complete <u>Legal Name</u> of applicant as it would appear in a legal document (inaccurate information will delay your request): <u>BRIAN A. SHIELDS, P.E.</u>	
2. Company Contact Name: <u>PALM BEACH COUNTY WATER UTILITIES DEPARTMENT</u> Title: <u>DIRECTOR OF ENGINEERING</u>	
3. Telephone: <u>(561) 493-6081</u> Fax: <u>(561) 493-6113</u> E-Mail: <u>bshields@pbwater.com</u> Company Emergency Contact Number (in case of derailment, pipe failure, etc.): <u>561-740-4600</u>	
4. Street Address: <u>8100 FOREST HILL BOULEVARD</u> City: <u>WEST PALM BCH</u> State: <u>FL</u> Zip: <u>33413</u>	
5. Type of business: <input type="checkbox"/> Corporation (State of incorporation _____) <input type="checkbox"/> Partnership (Type and State of Partnership _____) <input type="checkbox"/> Individual <input type="checkbox"/> Developer <input checked="" type="checkbox"/> Municipality <input type="checkbox"/> Other _____	

Engineer/Consultant Information:	<input type="checkbox"/> Check here if agreement should be mailed to this address
6. Company Name: <u>PALM BEACH COUNTY WATER UTILITIES DEPARTMENT</u>	
7. Company Contact Name: <u>JOHN E. RICH, P.E.</u> Title: <u>PIPELINE DESIGN MANAGER</u>	
8. Telephone: <u>(561) 493-6116</u> Fax: <u>(561) 493-6113</u> E-Mail: <u>jerich@pbwater.com</u>	
9. Street Address: <u>8100 FOREST HILL BOULEVARD</u> City: <u>WEST PALM BCH</u> State: <u>FL</u> Zip: <u>33413</u>	

Project Information:	(Note: Metric Information will NOT be accepted.)
10. Is this installation: <input checked="" type="checkbox"/> New <input type="checkbox"/> Revision to existing <input type="checkbox"/> Attachment to existing <input type="checkbox"/> Upgrade to existing	
11. If not a new installation, furnish existing Agreement Number: _____	
12. If this installation is to be a supplement to your master (general) agreement, furnish: Agreement Number: _____ Date: _____	
13. Your Reference Number: _____	
14. Work to be performed by: <input type="checkbox"/> Applicant's employees Is Applicant an Aegis member? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Contractor Contractor Name: <u>TO BE DETERMINED AFTER BID OPENING</u>	
15. Town Location: <u>UNINCORPORATED WPB</u> County: <u>PALM BEACH</u> State/Province: <u>FLORIDA</u>	

(BEE LINE HWY)
(PALM CENTER)

(Form continued on Page 2)

Project Information Cont'd:

16. Product to be Conveyed: POTABLE WATER Flammable: Yes No
 Temperature: 70°-80°F
17. Maximum Working Pressure: 55-60PSI Field Test Pressure: 150 PSI Type Test: HYDROSTATIC (2HR)
18. Location of Shut-Off Valves: STA. 102+10, 13'RT & STA. 9+80, 13'RT (SEE DESIGN SHEET 14 OF 57)
19. Number: Manholes 2 Other (describe) _____
 to be located within Railroad corridor. **Manholes shall be flush with top of ground and dimensions of ancillary structures are required on drawing.**
20. Distance from manholes/other to nearest track: 110 FT & 270 FT
21. Angle of Crossing: 90 DEGREES Number of Tracks to be crossed: 1
22. **PIPE SPECIFICATIONS:**
- | | CARRIER PIPE: | CASING PIPE: |
|--|--|-----------------------|
| Material | <u>DUCTILE IRON</u> | <u>STEEL</u> |
| Material Specifications & Grade | <u>AWWA C151/GRADE 60-42-10</u> | <u>ANSI/AWWA C200</u> |
| Minimum Yield Strength of Material PSI | <u>42,000 PSI</u> | <u>35,000 PSI</u> |
| Inside Diameter | <u>24 INCH</u> | <u>42 INCH</u> |
| Wall Thickness | <u>0.34"</u> | <u>0.625"</u> |
| Outside Diameter | <u>25.80"</u> | <u>43.25"</u> |
| Type of Seam | <u>NONE</u> | <u>WELDED</u> |
| Kind of Joints | <u>RESTRAINED</u> | <u>NONE</u> |
| Total Length Within Railroad R/W | <u>200 FT</u> | <u>200 FT</u> |
| Tunneling (Liner Plates) | Note: Attach manufacturer's shop detail and computations that include plate thickness and gage. | |
- Vents: Number 2 Size 3" DIAM. Height above ground 4 FT
- Seals: One End Both Ends
- Bury depth: Base of rail to top of casing: 12 feet 6± inches
 Not beneath tracks: 10 feet 6± inches
 (Below ditches) _____ feet, _____ inches
- Cathodic Protection: Yes No Protective Coating: Yes (Kind) _____ No
23. Method of installation: JACK AND BORE/OPEN CUT (Note: Directional boring is prohibited. See specs)
24. Location of boring pits from adjacent track @ 90°: Launching Pit: 36 ft., Receiving Pit: 36 ft.
25. Temporary track support or rippapping required? Yes No (Describe and Detail on Drawing)
26. Wires, poles, obstructions to be relocated? Yes No (Describe and Detail on Drawing)
27. Is this both a Crossing and Parallelism? Yes No
28. Crossing location: 43 feet SOUTH (direction) from Railroad Milepost: SX 953.35 - CSX
 If known: Valuation Station: NA Valuation Map Number: NA
 If known: Latitude/Longitude: NA
 If known: Street Address of Crossing/Parallelism: NA
29. Parallelism location: Beginning: _____ feet _____ (direction) from RR Milepost: _____
 and Ending: _____ feet _____ (direction) from RR Milepost: _____
30. Total length on Railroad R/W: 200 FT Length Crossing: 200 FT Length Paralleling: NONE
31. Will line be entirely within a public road R/W? Yes No DOT/AAR Crossing No.: 6280945
 ** If you answered yes, road name, number, and width of public right-of-way are required on drawing
32. a) Will this occupancy connect to an existing facility within Railroad corridor? Yes No
 b) If Yes, name facility owner(s): _____

Railroad Use Only:

Division JACKSONVILLE Subdivision AUBURNDALE No. of Crossings: 1 of 2
 Absolute No.: 04380 Valuation Section/Map No.: V5FL/L27/47
 Valuation Station: 9889+50
 Milepost: SX-953.35 CSX-086114

Roadmaster No.: P31 Contr. Type: PIWAX Fiber? Y

* crossing location: 30' southeast of centerline of Youth Camp X'ing.

Project Information Cont'd:

16. Product to be Conveyed: WASTEWATER Flammable: Yes No
 Temperature: 70°-80°F
17. Maximum Working Pressure: 50-55 PSI Field Test Pressure: 150 PSI Type Test: HYDROSTATIC (2HR)
18. Location of Shut-Off Valves: STA. 102+10, 26' RT & STA. 9+67, 21' RT (SEE DESIGN SHEET 14 OF 57)
19. Number: Manholes 1 Other (describe) _____
 to be located within Railroad corridor. **Manholes shall be flush with top of ground and dimensions of ancillary structures are required on drawing.**
20. Distance from manholes/other to nearest track: 270 FT
21. Angle of Crossing: 90 DEGREES Number of Tracks to be crossed: 1
22. **PIPE SPECIFICATIONS:**
- | | CARRIER PIPE: | CASING PIPE: |
|--|--|-----------------------|
| Material | <u>DUCTILE IRON</u> | <u>STEEL</u> |
| Material Specifications & Grade | <u>AWWAC151/GRADE 40-42-10</u> | <u>ANSI/AWWA C200</u> |
| Minimum Yield Strength of Material PSI | <u>42,000 PSI</u> | <u>35,000 PSI</u> |
| Inside Diameter | <u>20-INCH</u> | <u>36 INCH</u> |
| Wall Thickness | <u>0.34"</u> | <u>0.531"</u> |
| Outside Diameter | <u>21.60"</u> | <u>37.062"</u> |
| Type of Seam | <u>NONE</u> | <u>WELDED</u> |
| Kind of Joints | <u>RESTRAINED</u> | <u>NONE</u> |
| Total Length Within Railroad R/W | <u>200 FT</u> | <u>200 FT</u> |
| Tunneling (Liner Plates) | Note: Attach manufacturer's shop detail and computations that include plate thickness and gage. | |
- Vents: Number 2 Size 3" DIAM. Height above ground 4 FT
- Seals: One End Both Ends
- Bury depth: Base of rail to top of casing: 12 feet 6± inches
 Not beneath tracks: 10 feet 6± inches
 (Below ditches) _____ feet, _____ inches
- Cathodic Protection: Yes No Protective Coating: Yes (Kind) _____ No
23. Method of installation: JACK AND BORE / OPEN CUT (Note: Directional boring is prohibited. See specs)
24. Location of boring pits from adjacent track @ 90°: Launching Pit: 36 ft., Receiving Pit: 36 ft.
25. Temporary track support or rippapping required? Yes No (Describe and Detail on Drawing)
26. Wires, poles, obstructions to be relocated? Yes No (Describe and Detail on Drawing)
27. Is this both a Crossing and Parallelism? Yes No
28. Crossing location: 51 feet SOUTH (direction) from Railroad Milepost: SX 953.35 - CSX*
 If known: Valuation Station: NA Valuation Map Number: NA
 If known: Latitude/Longitude: NA
 If known: Street Address of Crossing/Parallelism: NA
29. Parallelism location: Beginning: _____ feet _____ (direction) from RR Milepost: _____
 and Ending: _____ feet _____ (direction) from RR Milepost: _____
30. Total length on Railroad R/W: 200 FT Length Crossing: 200 FT Length Paralleling: NONE
31. Will line be entirely within a public road R/W? Yes No DOT/AAR Crossing No.: 6280945
 ** If you answered yes, road name, number, and width of public right-of-way are required on drawing
32. a) Will this occupancy connect to an existing facility within Railroad corridor? Yes No
 b) If Yes, name facility owner(s): _____

Railroad Use Only:

Division JACKSONVILLE Subdivision ANBURDALE No. of Crossings: 2 of 2
 Absolute No.: 04380 Valuation Section/Map No.: V5FL/L27/47
 Valuation Station: _____
 Milepost: 9889+64 CSX-056114

Roadmaster No.: 831 Contr. Type: PISWX Fiber? Y

* Crossing location: 44' Southeast of centerline of Youth Camp Xing.



**PALM BEACH COUNTY
 CERTIFICATE OF SELF INSURANCE COVERAGE
 PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

Date Issued
 September 18, 2006 rlc

INSURED: PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, ITS EMPLOYEES, AGENTS AND OFFICIALS	SELF INSURED ACCOUNT NO. 103 ADMINISTERED BY: Gallagher Bassett Insurance Services, Inc.
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This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend, nor alter the coverages or defense afforded by the self-insurance plans below.

Type of Coverage	Effective Date	Expiration Date	Limits of Liability - in Thousands
<u>GENERAL LIABILITY</u> (X) Comprehensive (X) Premises/Operations (X) Products/Completed Operations (X) Contractual (X) Independent Contractors (X) Broad Form Property Damage (X) Personal Injury (X) Errors & Omissions	11/1/90	Until canceled or revoked	Bodily Injury, Property Damage Personal Injury Combined \$100 per Claimant \$200 per Occurrence Self-Insured in accordance with S.768.28 F.S.
<u>AUTOMOBILE LIABILITY</u> (X) Any Auto () All Owned Autos (Priate Passenger Autos) () All Owned Autos (Other than Private Passenger) (X) Hired Autos (X) Non Owned Autos	11/1/90	Until canceled or revoked	Bodily Injury Property Damage Combined \$100 per Claimant \$200 per Occurrence Self-Insured in accordance with S.768.28 F.S.
<u>WORKERS COMPENSATION</u> (X) INCLUDING EMPLOYERS LIABILITY	1/1/99	Until canceled or revoked	WC Statutory Limits 100/500/100 Self-Insured in accordance with S.440 F.S.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL/ITEMS:

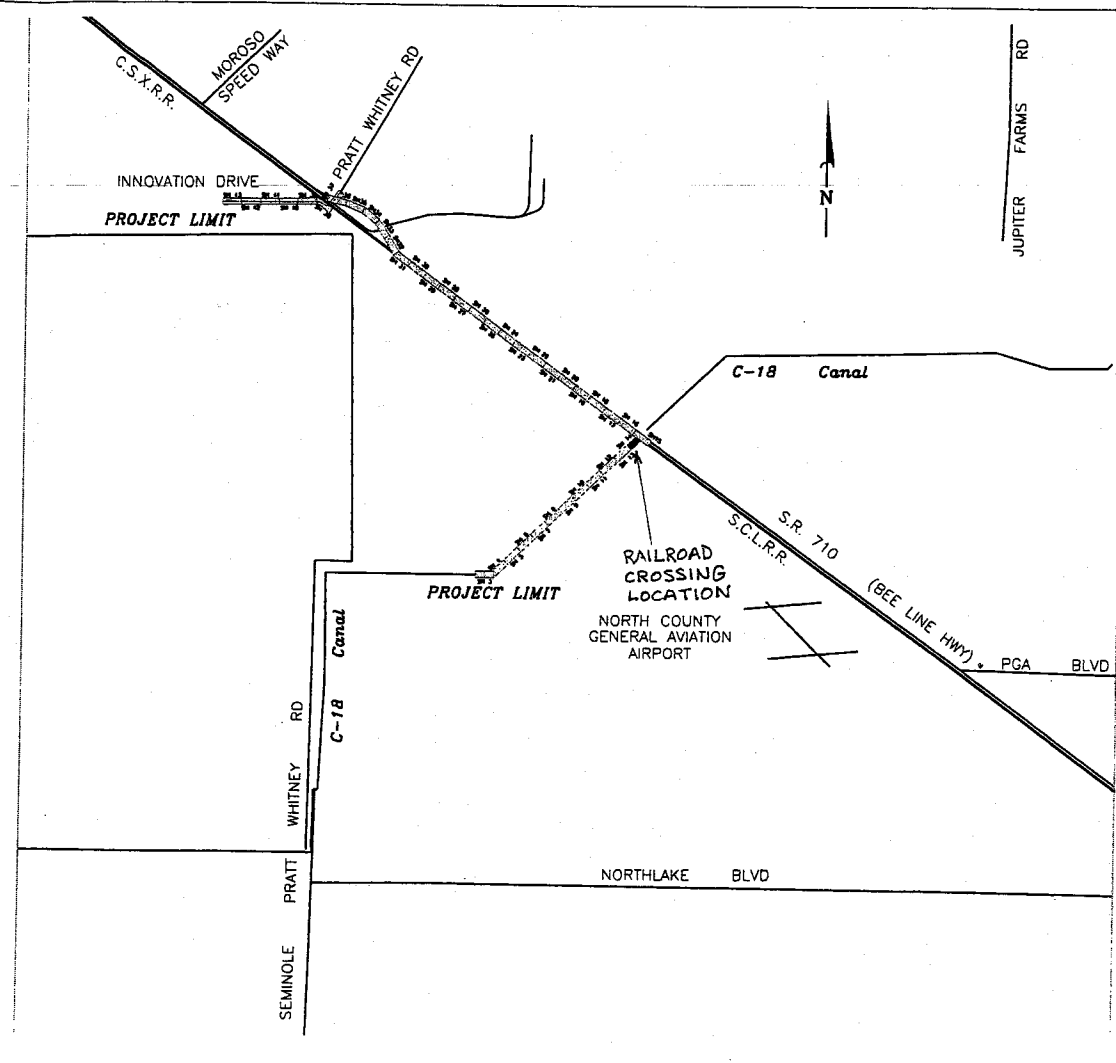
Re: Installation of water and wastewater transmission pipelines under tracks at the C-18 Canal southwaet of Beeline Hwy and near the intersection of Beeline Hwy and Innovation Dr.

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the issuing County will endeavor to mail 10 days written notice to the Certificate Holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the County, its agents, or representatives.

CERTIFICATE HOLDER

CSX Transportation, Inc.
 500 Water Street, J-180
 Jacksonville, FL 32202

Nancy Bolton
 Nancy Bolton, DIRECTOR



KEY MAP (N.T.S.)
TWP. 43, RGE. 41, SECT'S: 8, 9, 10, 11, & 12
TWP. 42, RGE. 41, SECT'S: 16, 17, 20, 21, 28, 29, 32 & 33

GENERAL NOTES:

- UNLESS SPECIFIED OTHERWISE ON THESE PLANS OR IN THE SPECIFICATIONS, ALL WATER MAINS TO BE INSTALLED AT ELEVATION SHOWN ON PROFILES OR A MINIMUM 36" OF COVER, WHICHEVER IS DEEPER, WITH +0.1' AND -0.25' MAXIMUM TOLERANCE.
- PIPE DEFLECTION AT THE JOINT SHALL NOT EXCEED 75% OF THE MANUFACTURERS RECOMMENDED MAXIMUM JOINT DEFLECTION.
- CONTRACTOR TO VERIFY ALL UTILITY CROSSINGS, EXACT ELEVATIONS AND LOCATIONS PRIOR TO CONSTRUCTION OR WITHIN NOTICE TO PROCEED + 30 DAYS WHICHEVER OCCURS FIRST.
- ALL RESTRAINED JOINT LENGTHS SHOWN ON THESE DRAWINGS ARE BASED ON DUCTILE IRON PIPE (DIP) DESIGN AND SPECIFICATIONS, AT NO ADDITIONAL COST TO OWNER.
- RESTRAINED JOINTS FOR DUCTILE IRON PIPE (DIP) AND FITTINGS TO BE INSTALLED AND RESTRAINED ACCORDING TO THE TABLE SHOWN IN THE POTABLE WATER AND WASTEWATER STANDARD DETAILS.
- UNLESS SPECIFIED OTHERWISE ON THESE PLANS OR IN THE SPECIFICATIONS: ALL WATER MAINS DIAMETERS 6" TO 12" SHALL BE DIP (CEMENT LINED).
- WATER MAIN CONSTRUCTION IS RELATIVE TO THE CONSTRUCTION BASELINE.
- WATER MAINS MUST BE TESTED FOR BACTERIOLOGICAL ACCEPTABILITY USING PRESSURE PIPE TIE-IN (BY-PASS) DETAIL FOR TWO CONSECUTIVE DAYS AND APPROVED BY THE PALM BEACH COUNTY HEALTH DEPARTMENT BEFORE THEY ARE PRESSURE TESTED FOR LEAKAGE. IF THE WATER MAIN PRESSURE DROPS BELOW 30 P.S.I. AFTER INITIAL BACTERIOLOGICAL TESTS WERE CONDUCTED OR THE TESTS ARE MORE THAN 30 DAYS OLD, THE BACTERIOLOGICAL TEST MUST BE REPEATED. REPEAT ABOVE PROCEDURE UNTIL A SATISFACTORY PRESSURE TEST IS ACHIEVED.
- ALL MATERIALS USED SHALL CONFORM TO PALM BEACH COUNTY STANDARD SPECIFICATIONS AND BE FROM THE COUNTY'S CURRENT APPROVED LIST OF MATERIALS AND MANUFACTURERS, IN ACCORDANCE WITH SPECIFICATION SECTION 01015.
- ALL SIGNS AND MAIL BOXES IN CONFLICT WITH CONSTRUCTION SHALL BE REMOVED AND REPLACED AT THE ORIGINAL POSITION. SIGNS SHALL BE REINSTALLED IN ACCORDANCE WITH FOOT STANDARDS. MAIL BOXES SHALL MEET POST OFFICE REQUIREMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE, AT NO ADDITIONAL COST TO OWNER, FOR HOLDING ELECTRIC, TELEPHONE AND SIGNAL POLES AS NECESSARY DURING CONSTRUCTION, UNLESS NOTED ON PLANS.
- ANY SHALE OR DITCH AREAS DISTURBED BY WATER MAIN IMPROVEMENTS PROJECT MUST BE RESTORED TO ORIGINAL OR BETTER CONDITION.
- ELEVATIONS SHOWN HEREON REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1983.
- ALL DEBRIS, SPOIL, RUBBLE, VEGETATION, AND SIMILAR ITEMS REMOVED SHALL BE LEGALLY DISPOSED OF BY CONTRACTOR.
- ANY WATER MAIN SHUT DOWN SHALL BE COORDINATED WITH PALM BEACH COUNTY WATER UTILITIES DEPT. (PBCWUD) MINIMUM ONE WEEK IN ADVANCE. SHUTDOWNS SHALL BE CONDUCTED DURING NIGHTS OR WEEKENDS, AS DIRECTED BY PBCWUD.
- ACCESS TO SCHOOLS OR CHURCHES SHALL BE MAINTAINED DURING THEIR SCHEDULED HOURS.
- CONTRACTOR TO COMPLY WITH THE TRAFFIC CONTROL PLAN ACCORDING TO F.D.O.T. CURRENT INDEX 800 SERIES.
- PROVIDE SILTATION AND BANK EROSION PROTECTION CONTROL. CONTRACTOR SHALL SUBMIT NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) NOTICE OF INTENT TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) PRIOR TO COMMENCING CONSTRUCTION. PROVIDE ADEQUATE RETENTION OF ALL DEWATERING AND FLUSHING DISCHARGE.
- M.O.T. PLANS MUST BE APPROVED BY P.B.C. WUD, P.B.C. ENGINEERING DEPARTMENT AND INDIAN TRAILS IMPROVEMENT DISTRICT (CONDITIONED TO OWNERSHIP OF ROAD) BEFORE COMMENCING ANY WORK DISTURBING TRAFFIC. MAINTAIN AT LEAST ONE LANE OF TRAFFIC AT ALL TIMES AND NO MORE THAN 1000' OF DISTURBED GROUND AT ANY TIME. MUST PROVIDE HOMEOWNER ACCESS TO RESIDENCES AT ALL TIMES. WORK HOURS (MON. - SAT. 7:00AM - 7:00PM) NO WORK TO BE PERFORMED ON SUNDAY.
- CONTRACTOR SHALL COORDINATE CONSTRUCTION WITH P.B.C.W.U.D. OPERATIONS AND MAINTENANCE DIVISION FOR TIE-INS AND SHUTDOWN, ONE WEEK IN ADVANCE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEYING AND STAKING RIGHT-OF-WAY LINES AND PROPOSED WATER MAIN LOCATIONS WITH NO ADDITIONAL COST TO THE OWNER.
- CONTRACTOR TO ADEQUATELY RESTRAIN ALL EXISTING VALVES, FITTINGS, PIPES AND APPURTENANCES AS NECESSARY TO MAKE CONNECTIONS, AT NO ADDITIONAL COST TO OWNER.
- PRESSURE TEST ALL WATER MAINS AND WASTEWATER FORCE MAINS TO 150 PSI.
- CENTER FULL LENGTH OF WATER MAIN PIPE AT POINT OF CONFLICTS WITH STORM PIPES PER PRESSURE PIPE CONFLICT DETAIL ON STANDARD DETAIL SHEET. CONTRACTOR TO BRACE EXISTING STORM WATER PIPE OR INLET STRUCTURES (IF NECESSARY) DURING CROSSING AND REPLACE AT HIS EXPENSE IF DAMAGED BY HIS WORK FORCES.

SURVEY LEGEND:	
T.O.M.	= TOP OF MUD
M.T.C.	= MISC. TREE
S	= SHRUB
C	= CENTERLINE
B	= BASELINE
CF	= CHAIN LINK FENCE
VP	= VOOD POST FENCE
PG. OF PGS.	= PAGES
T.O.S.	= TOP OF SLOPE
B.O.S.	= BOTTOM OF SLOPE
T.O.E.	= TOE OF SLOPE
E.O.V.	= EDGE OF WATER
P.B.	= PLAT BOOK
W.M.	= WATER MAIN
H.V.S.	= HELLER-WEAVER AND SHEREMETA, INC.
O.R.B.	= OFFICIAL RECORDS BOOK
C.M.C.	= CONCRETE
ASPH.	= ASPHALT
R.C.P.	= REINFORCED CONCRETE PIPE
INV.	= INVERT
E.L.	= ELEVATION
F.P.L.	= FLUORESCENT POWER & LIGHT
UG.B.S.	= UNDER GROUND BELL SOUTH
DB	= DEED BOOK
F.M.	= FORCE MAIN
S.P.	= SAMPLE POINT
TOP	= TOP OF PIPE
BOP	= BOTTOM OF PIPE
B.E.	= BURIED ELECTRIC
U.G.E.	= UNDERGROUND ELECTRIC
BOT	= BOTTOM
G.V.	= GATE VALVE
B.V.	= BUTTERFLY VALVE
F.H.	= FIRE HYDRANT
PCCP	= PRESTRESSED CONCRETE CYLINDER PIPE
D.I.P.	= DUCTILE IRON PIPE
U.G.C.T.V.	= UNDER GROUND CABLE T.V.
U.E.	= UTILITY EASEMENT
R/W	= RIGHT-OF-WAY
S.S.	= STAINLESS STEEL
O.H.	= OVER HEAD LINE
P.B.C. WUD	= PALM BEACH COUNTY WATER UTILITIES DEPARTMENT
ITID	= INDIAN TRAIL IMPROVEMENT DISTRICT
WPB	= CITY OF WEST PALM BEACH
F.O.P.	= FIBER OPTIC
S.I.D.	= SEMINOLE IMPROVEMENT DISTRICT
S.U.A.	= SEACAST UTILITY AUTHORITY
P.V.C.	= POLY VINYL CHLORIDE
G.A.	= GUY ANCHOR (ANCHOR)
V.P.P.	= VOOD POWER POLE
O.H.L.	= OVERHEAD LINES
S	= SIGN
M.B.	= MAIL BOX
D.B.	= DRAINAGE MANHOLE
C.B.	= CATCH BASIN
E.W.H.	= EXISTING WATER HYDRANT
E.W.V.	= EXISTING WATER VALVE (GATE VALVE, G.V.)
E.S.H.	= EXISTING SANITARY OR FORCE MAIN VALVE
P.W.M.	= PROPOSED WATER MAIN
P.V.	= PROPOSED VALVE, WATER OR FORCE MAIN
E.P.	= EXIST. PIPE TO BE REMOVED
P.F.H.A.	= PROPOSED FIRE HYDRANT ASSEMBLY
A.R.V.	= AIR RELEASE VALVE V/MANHOLE
E.V.	= EXISTING VALVE, WATER OR FORCE MAIN
D.E.P.	= EXIST. PIPE TO BE DEACTIVATED IN PLACE
2222	= PROPERTY ADDRESS
[Pattern]	= EXIST. ASPHALT
[Pattern]	= EXIST. CONCRETE
[Pattern]	= EXIST. DIRT/ROCK
[Pattern]	= FILL AND RESURFACE
[Pattern]	= PAVEMENT RESTORATION
[Pattern]	= SHELL ROCK RESTORATION
[Pattern]	= AREA TO BE FILLED W/CLEAN FILL
[Pattern]	= RESTRAINED JOINTS
[Pattern]	= FLOWABLE FILL
[Pattern]	= FILL
[Symbol]	= TREE SURVEY DESIGNATION (TREE SURVEY DESIGNATION)
[Symbol]	= SOIL BORING POINT W/ IDENTIFIER

- APPROVED RECORD DRAWINGS DOCUMENTS ARE REQUIRED ACCORDING TO P.B.C.W.U.D. MINIMUM ENGINEERING AND CONSTRUCTION STANDARDS.
- PRIOR TO COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH FLORIDA STATUTE 553.851 FOR THE PROTECTION OF UNDERGROUND GAS PIPE LINES.
- ALL WATER MAIN DUCTILE IRON PIPE AND FITTINGS SHALL BE FIELD PAINTED BY THE CONTRACTOR WITH A 4" WIDE CONTINUOUS BLUE LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE AND THAT IS LOCATED ALONG THE TOP OF THE PIPE. APPROVED PAINT: INDOURON, AQUANUT 5082 ALASKAN BLUE (ONE COAT, 3 MILS DRY FILM THICKNESS APPLIED WITH 1/2" MAP MEDIUM ROLLER).
- ALL WATER MAIN SHALL BE MARKED WITH ONE CONTINUOUS STRIP OF 6" WIDE MAGNETIC BLUE CODED TAPE IMPRINTED WITH TWO (2) INCH HIGH LETTERING READING "CAUTION - POTABLE WATER LINE BURIED BELOW" AND LOCATED APPROXIMATELY TWELVE (12) INCHES ABOVE THE CROWN OF THE PIPE. THE WORDING SHALL OCCUR EVERY THREE (3) FEET.
- PAVEMENT RESTORATION FOR PIPELINE'S PARALLEL TO THE ROAD SHALL BE IN HALF LANE INCREMENTS.
- VALVE LOCATIONS MAY BE REVISED AT THE OWNERS DISCRETION AT NO ADDITIONAL COST.
- ARV MANHOLE RIM ELEVATIONS ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY EXISTING GROUND ELEVATIONS PRIOR TO ORDERING MANHOLES.
- A 20 FOOT FULL DIP PIPE LENGTH IS REQUIRED FOR BOTH WM AND FM WITH ARV CENTERED ON PIPE LENGTH.
- AN ELECTRONIC AS BUILT DATA FILE WITH STATE PLANE COORDINATES IS REQUIRED.

IT'S THE LAW!
CALL 48 HOURS BEFORE YOU DIG
1-800-432-4770
PROVIDING THE CALL OF THE STATE

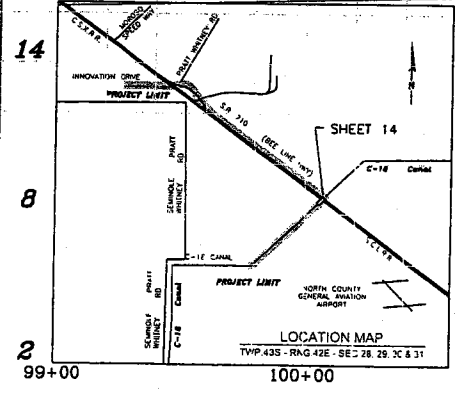
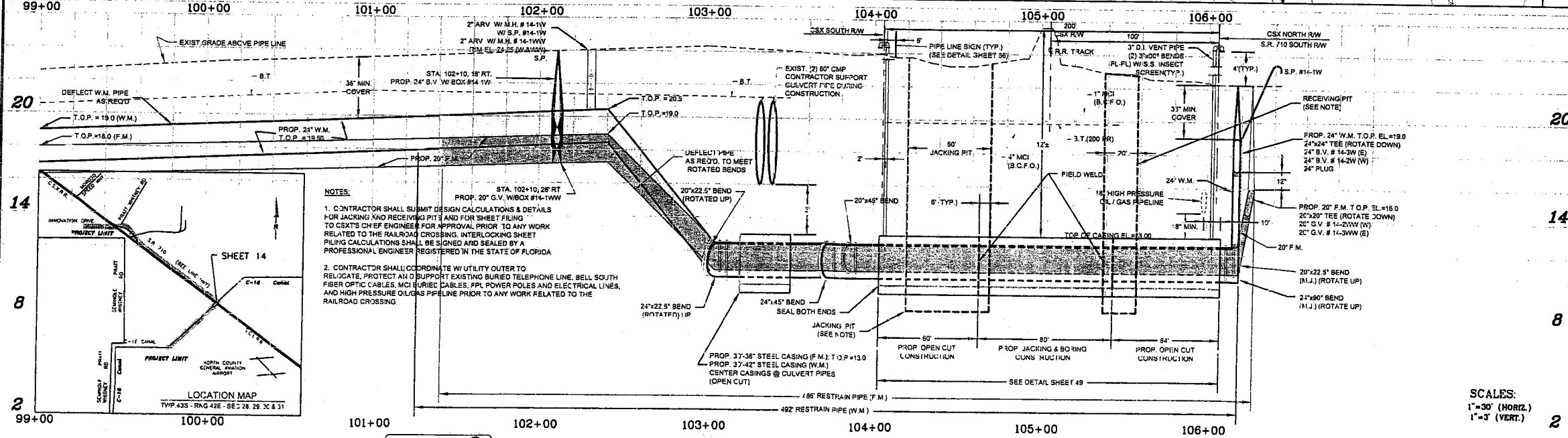
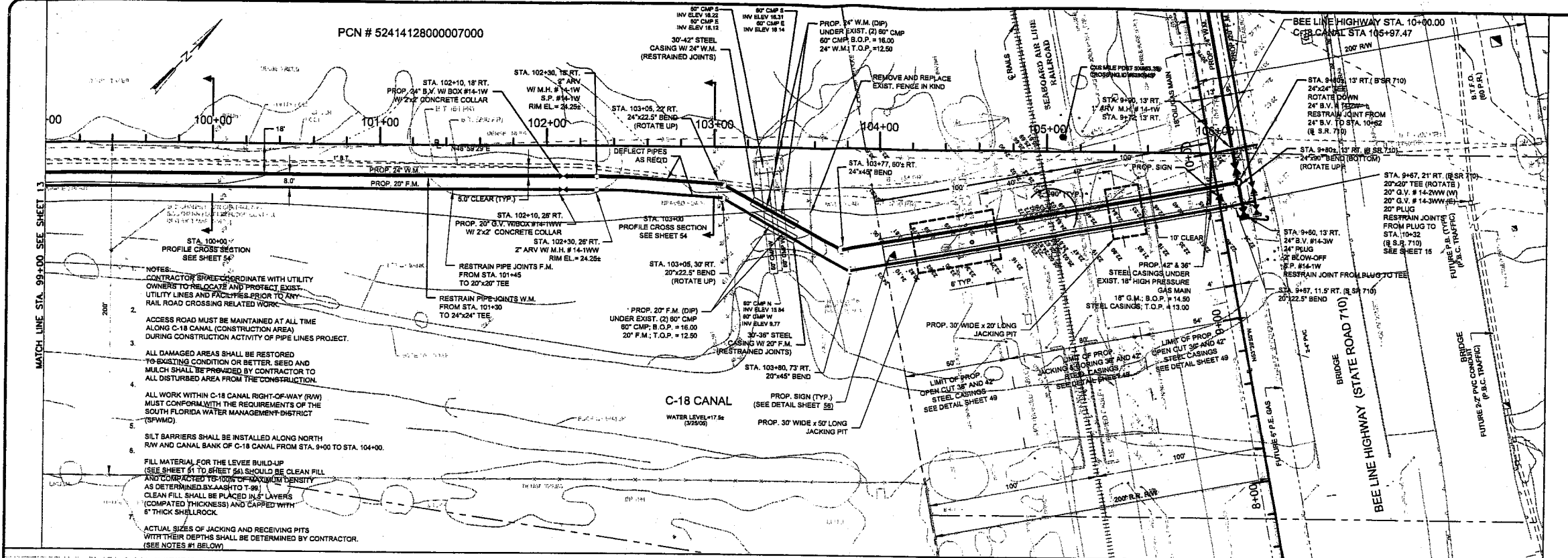
DESIGNED BY: D. SCARLATOS
DRAWN BY: M. RAMIREZ
CHECKED BY: D. SCARLATOS
APPROVED BY: JOHN E. RICH

Drawn by MR. RAMIREZ
SHEET 1 of 3

SURVEY PREPARED BY:
HELLER - WEAVER AND SHEREMETA, INC.
310 S.E. FIRST ST., SUITE 4
DELRAY BEACH, FL 33483
John E. Rich
P.E. License #49220
Palm Beach County
Water Utilities Department
P.O. Box 16097
West Palm Beach, FL 33416-6097



PCN # 5241412800007000



- NOTES:
- CONTRACTOR SHALL SUBMIT DESIGN CALCULATIONS & DETAILS FOR JACKING AND RECEIVING PITS AND FOR SHEET PILING TO CSXT'S CHIEF ENGINEER FOR APPROVAL PRIOR TO ANY WORK RELATED TO THE RAILROAD CROSSING. INTERLOCKING SHEET PILING CALCULATIONS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF FLORIDA.
 - CONTRACTOR SHALL COORDINATE WITH UTILITY OWNER TO RELOCATE, PROTECT AND SUPPORT EXISTING BURIED TELEPHONE LINE, BELL SOUTH FIBER OPTIC CABLES, MCI BURIED CABLES, FPL POWER POLES AND ELECTRICAL LINES, AND HIGH PRESSURE OIL/GAS PIPELINE PRIOR TO ANY WORK RELATED TO THE RAILROAD CROSSING.

IT'S THE LAW!
CALL 48 HOURS BEFORE YOU DIG
1-800-432-4770
SUPPLYING STATE OF FLORIDA, INC.
UTILITY LOCATION CENTER



DESIGNED BY: K. YOUBUT
DRAWN BY: M.R./A.M./M.B.
CHECKED BY: D. SCARLATOS
APPROVED BY: JOHN E. RICH

DRAWING NO. RM056114
SHEET 2 of 3

John E. Rich, P.E.
P.E. License #49220
Palm Beach County
Water Utilities Department
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