

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

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<b>Meeting Date:</b>	<b>March 6, 2012</b>	<b>Consent [X]</b>	<b>Regular [ ]</b>
		<b>Public Hearing [ ]</b>	
<b>Submitted By:</b>	<b>Water Utilities Department</b>		
<b>Submitted For:</b>	<b>Water Utilities Department</b>		

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**I. EXECUTIVE BRIEF**

**Motion and title:** Staff recommends motion to approve: A Facility Encroachment Agreement/Communications Cable or Fiber Optic Line Protection Rider (Agreement) with CSX Transportation, Inc. (CSX) for construction of utility pipelines across an existing right-of-way (CSXT File No. CSV679839).



**Summary:** The Department of Water Utilities (WUD) is in the process of constructing water and wastewater transmission mains to serve the North County General Aviation Airport. Construction of the project necessitates installing both water and wastewater pipelines within CSX Transportation's railroad right-of-way. The crossing is located approximately 5,700 feet north of CSX Mile post SX-954.36 (north of the SFWMD C-18 Canal). The Agreement must be executed for a fee of \$8,000 (\$4,000 per pipe installation), plus a fee of \$150 for Project Coordinator and a fee of \$375 for General Liability Insurance Surcharge for project total of \$8,525. The Agreement will continue in effect in perpetuity. (WUD Project No. 10-020) District 1 (MJ)

**Background and Justification:** WUD operates the current water and wastewater facilities at the North County Airport. The Department of Airports (DOA) is responsible for paying the operating, repair, and replacement costs. The current facilities are old and in need of repairs. Both WUD and DOA have determined that connection to WUD's potable water and wastewater system is the preferred alternative rather than continuing to repair and replace the existing facilities. On March 24, 2010, a Memorandum Agreement was signed between DOA and WUD for the provision of water and wastewater services to the North County Airport. DOA agrees to reimburse WUD for the cost of extending their system.

**Attachments:**

1. Two (2) Original Facility Encroachment Agreement/Communications Cable or Fiber Optic Line Protection Rider
2. Memorandum Agreement between DOA and WUD
3. Location Maps
4. Budget Availability Statement from DOA

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Recommended By:		<u>2/9/2012</u>
	<b>Department Director</b>	<b>Date</b>
Approved By:		<u>2/15/2012</u>
	<b>Assistant County Administrator</b>	<b>Date</b>

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	<u>\$8,525</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>
<b>NET FISCAL IMPACT</b>	<u>\$8,525</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.: Fund 4111 Dept 121 Unit A280 Object 6211

Is Item Included in Current Budget? Yes x No    

Reporting Category N/A

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

Operation and Maintenance fees shall be incorporated into operating budgets.

C. Department Fiscal Review: Silvia M. M. M. M. M.

**III. REVIEW COMMENTS**

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

[Signature] 2/13/2012  
OFMB VA  
2/13/12 2/13/12 MM 2/13/12

[Signature] 2/14/12  
Contract and Development Control  
The Agreement has a confidentiality requirement, and also does not warrant or guarantee title to the encroachment areas.

**B. Legal Sufficiency:**

[Signature] 2/15/12  
Assistant County Attorney

**C. Other Department Review:**

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Department Director

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

**FACILITY ENCROACHMENT AGREEMENT**

THIS AGREEMENT, made and effective as of November 9, 2011, 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, a municipal corporation, political subdivision or state agency, under the laws of the State of Florida, whose mailing address is Water Utilities Department, 8100 Forest Hill Boulevard, West Palm Beach, Florida 33413, hereinafter called "Licensee," WITNESSETH:

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

1. One (1) six inch (6") diameter sub-grade pipeline crossing, solely for the conveyance of raw/treated sewage, located at or near West Palm Beach, Palm Beach County, Florida, Jacksonville Division, Auburndale Subdivision, Milepost SX-955.43,
2. One (1) twelve inch (12") diameter sub-grade pipeline crossing, solely for the conveyance of potable water, located at or near West Palm Beach, Palm Beach County, Florida, Jacksonville Division, Auburndale Subdivision, Milepost SX-955.43,

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

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

**1. LICENSE:**

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

- (A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;
- (B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and
- (C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

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

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

**2. ENCROACHMENT FEE; TERM:**

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

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

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

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

**3. CONSTRUCTION, MAINTENANCE AND REPAIRS:**

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

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

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

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

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

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

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

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

3.9 To the fullest extent permitted by State law (constitutional or statutory, as may be amended), and as provided for in the waiver of sovereign immunity in Section 768.28, Florida Statutes, 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 the Facilities or Encroachment.

#### **4. PERMITS, LICENSES:**

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having

jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

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

**5. MARKING AND SUPPORT:**

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

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

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

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

5.3 To the fullest extent permitted by State law (constitutional or statutory, as may be amended), and as provided for in the waiver of sovereign immunity in Section 768.28, Florida Statutes, 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 Encroachment area for a period of three (3) years after completion of installation.

**6. TRACK CHANGES:**

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

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

**7. FACILITY CHANGES:**

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

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

**8. INTERFERENCE WITH RAIL FACILITIES:**

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

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

**9. RISK, LIABILITY, INDEMNITY:**

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

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), and as provided for in the waiver of sovereign immunity in Section 768.28. Florida Statutes, as may be amended from time to time, Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or

invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

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

9.3 To the fullest extent permitted by State law (constitutional or statutory, as amended), and as provided for in the waiver of sovereign immunity in Section 768.28, Florida Statutes, 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 attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 To the fullest extent permitted by State law (constitutional or statutory, as amended), and as provided for in the waiver of sovereign immunity in Section 768.28, Florida Statutes, as may be amended from time to time, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.



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

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

**10. INSURANCE:**

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of Commercial General Liability Insurance (CGL), naming Licensor, and/or its designee, as additional insured and covering liability assumed by Licensee under this Agreement. A coverage limit of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) Combined Single Limit per occurrence for bodily injury liability and property damage liability is currently required as a prudent minimum to protect Licensee's assumed obligations. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to Speed Code C907 at the address listed above.

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

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

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

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and

property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

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

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

## 11. GRADE CROSSINGS; FLAGGING:

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

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

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

**12. LICENSOR'S COSTS:**

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

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. 12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate.

**13. DEFAULT, BREACH, WAIVER:**

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

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

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

**14. TERMINATION, REMOVAL:**

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

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

**15. NOTICE:**

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall complete and submit Licensor's Outside Party Number Request Form (Form # OP) by facsimile, to facsimile numbers: (904) 245-3692. Licensee may also scan and email a completed form to email address: OP\_Request@csx.com. A blank form, as well as additional instructions and information, can be obtained from Licensor's web site, via web link:  
[http://www.csx.com/share/wwwcsx\\_mura/assets/File/Customers/Non-freight\\_Services/Property\\_Real\\_Estate/Outside\\_Party\\_Number\\_Request\\_Form.pdf](http://www.csx.com/share/wwwcsx_mura/assets/File/Customers/Non-freight_Services/Property_Real_Estate/Outside_Party_Number_Request_Form.pdf).

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 561-818-4045.

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

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

**16. ASSIGNMENT:**

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

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

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

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

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

**17. TITLE:**

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

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

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any

deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 To the fullest extent permitted by State law (constitutional or statutory, as amended), and as provided for in the waiver of sovereign immunity in Section 768.28, Florida Statutes, as 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 the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

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

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

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

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

**18. GENERAL PROVISIONS:**

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

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

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

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

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

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

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

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation, court order or Public Disclosure Act (Chapter 119), (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

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

**19. RIDERS:**

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

Telecommunication Cable or Fiber Optic Line

[Signature Page to immediately follow]

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 &  
COMPTROLLER

PALM BEACH COUNTY, BY ITS BOARD OF  
COUNTY COMMISSIONERS

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

By: \_\_\_\_\_  
Shelley Vana, Chair

(Seal)

APPROVED AS TO THE FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
County Attorney

By:  \_\_\_\_\_  
Department Director



**COMMUNICATIONS CABLE OR FIBER OPTIC LINE PROTECTION RIDER**

This Rider is and shall be a part of Agreement No. CSX679839, and is incorporated therein.

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

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

**(NOTE: WRITTEN NOTICE TO MCI IS ALSO REQUIRED)**

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

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

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

5. To the fullest extent permitted by State law (constitutional or statutory, as amended), and as provided for in the waiver of sovereign immunity in Section 768.28, Florida Statutes, as may be amended from time to time, Licensee shall be solely responsible and liable for any damage to (e.g., cutting, dislocating, etc.) said wire(s) or cable(s), and appurtenances thereto, resulting in any way from Licensee's exercise of rights or privileges under this Agreement.

6. To the fullest extent permitted by State law (constitutional or statutory, as amended), and as provided for in the waiver of sovereign immunity in Section 768.28, Florida Statutes, as may be amended from time to time, Licensee shall defend, indemnify and hold Licensor harmless from any such damage claims and any relocation or protection costs of said Occupier(s).

**ATTEST:**  
**SHARON R. BOCK, CLERK &**  
**COMPROLLER**

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

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

By: \_\_\_\_\_  
Shelley Vana, Chair

(Seal)

**APPROVED AS TO THE FORM**  
**AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS**  
**AND CONDITIONS**

By: \_\_\_\_\_  
County Attorney

By:   
Department Director



**RAILROAD PROTECTIVE LIABILITY INSURANCE**  
(Evidence required by CSX Transportation, Inc.)

You are required to furnish Railroad Protective Insurance to protect CSX Transportation, Inc. in connection with operations to be performed on or adjacent to CSX Transportation's right of way. These are our specifications for proper evidence of insurance:

1. The Insurer must be financially stable and rated A- or better in A. M. Best Insurance Reports.
2. The policy must be written using the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
3. Named Insured and Address:

**CSX Transportation  
Risk Management (C- 907)  
500 Water Street  
Jacksonville, FL 32202**

4. **Limits of Liability: \$5,000,000 per occurrence, \$10,000,000 annual aggregate required.**
5. Name and Address of Contractor must be shown on the Declarations page.
6. Name and Address of the Project Sponsor must be shown on the Declarations page.

Description of operations must appear on the Declarations page and must match the project description, including project or contract identification numbers. Authorized endorsements:

**A. Must**

- 1) **Pollution Exclusion Amendment - CG 28 31**  
(Not required with CG 00 35 01 96 and newer versions)
- 2) **Delete Common Policy Conditions - Section E. Premiums**

**B. Acceptable**

- 1) Broad Form Nuclear Exclusion - IL 00 21
- 2) 30-day Advance Notice of Non-renewal
- 3) Required State Cancellation Endorsement
- 4) Quick Reference or Index - CL/IL 240

**C. Unacceptable**

- 1) Any Pollution Exclusion Endorsement except CG 28 31
- 2) Any Punitive or Exemplary Damages Exclusion
- 3) Any endorsement not named in A or B
- 4) Any type of deductible policy

You must submit the original policy for our approval and filing prior to the commencement of construction or demolition operations.



Statement of Fees

Page 1 of 1  
Account/Contract CSX 679839  
Customer Project No.  
Date 1/19/2012

**Customer**

Palm Beach County Water Utilities  
8100 Forest Hill Boulevard  
West Palm Beach, FL 33413

**Fees - At - A - Glance**

Amount Due \$ 8525.00

**Fees Summary**

One-Time License Fee	\$	8000.00
Project Coordination Fee	\$	150.00
General Liability Insurance Surcharges	\$	375.00

Total Current Fees \$ 8525.00

**News You Can Use**

CSX Federal ID No. 54-6000720  
CSX Canadian ID No. 105203095 RC 0001  
CSX Quebec ID No. 1022434469 IC 0001  
Please remit payment to: CSX Transportation, Inc.  
6737 Southpoint Drive S, J180  
Jacksonville, FL 32216  
Attention: Rene Kurth

Questions? Contact: [rene\\_kurth@csx.com](mailto:rene_kurth@csx.com)  
904.279-3860



Print Form  
Reset Form

Mail To: CSX Transportation, Inc.  
ATTN: Corridor Occupancy Services  
500 Water Street, J-180  
Jacksonville, FL 32202

FORM CSXT #A01 03/30/09

Page 1 of 2

Submittal Must Include Drawing(s) and Review Fee(s)

**APPLICATION FOR FACILITY/UTILITY INSTALLATIONS**

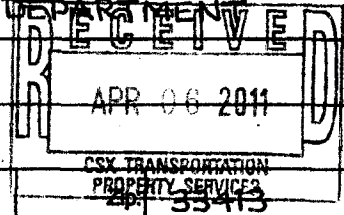
Application Date: 02-15-11

CSXT File/Agreement Number: CSX 679839

**SECTION 1: FACILITY OWNER INFORMATION** TO BE COMPLETED BY APPLICANT

**Owner/Legal Company Identification (required)**

Owner's Complete Legal Company Name:	PALM BEACH COUNTY WATER UTILITIES DEPARTMENT		
Legal Address (1):	8100 FOREST HILL BOULEVARD		
Legal Address (2):			
City:	WEST PALM BEACH	State:	FLORIDA
Business Type:	<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Municipality <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> General Partnership		
State of Incorporation:	Other Business Type - Describe:		



**Billing Address**

(Check box if same as above); if not, please complete below.

Billing Address (1):			
Billing Address (2):			
City:		State:	Zip:

**Owner Contact Information**

Contact Name:	BRIAN A. SHIELDS, P.E.	Contact Title:	DEPUTY DIRECTOR
Office Phone:	(561) 493-6081 Ext:	Mobile Phone:	(561) 818-4045
Email:	bshields@pbwater.com	Emergency Phone:	(561) 818-4045

**SECTION 2: PROJECT CONTACT INFORMATION** TO BE COMPLETED BY APPLICANT

Check here if address is the same as legal address above.

If not the same as above, check here if agreement should be mailed to this address.

**Project Engineer/Consultant/Agent Information**

Engineer/Consultant/Agent Company Name:	Exhibit "A"		
Contact Name:	Sheet <u>1</u> of <u>3</u>		
Mailing Address:	CSXT File No. <u>CSX 679839</u>		
City:		State:	Zip:
Office Phone:		Mobile Phone:	
Email:			



SECTION 3: PROJECT INFORMATION/LOCATION TO BE COMPLETED BY APPLICANT

Project Reference

Is this covered by an existing CSX permit/agreement or master agreement:

- Yes Provide Agreement # and/or date:
- No

Is this project related to another transaction/project with CSX:

- Yes Describe:
- No

Provide utility owner project reference number:

Project Scope

Check box to indicate type of installation request:

- New Installation Request
- Upgrade/Replacement/Relocation of Existing Facilities

Will proposed installation connect to an existing facility within railroad corridor:

- Yes Provide name of connecting facility owner:
- No

Check all boxes that apply to indicate type of installation request:

- Sub-grade
- Aerial

If "Sub-grade," check all boxes that apply to indicate proposed method of installation:

- Jack & Bore
- Horizontal Directional Drill
- Other Describe:

Exhibit "A"

Sheet 2 of 3

CSXT File No. CSX679839

Project Description

Description / Scope (Include: purpose, scope of work, materials, equipment, geographic features, special conditions):

INSTALLATION OF A 6"Ø DIP WASTEWATER FORCE MAIN WITHIN A 14"Ø STEEL CASING AND A 12"Ø DIP POTABLE WATER MAIN WITHIN A 24"Ø STEEL CASING CROSSING THE R.R. TRACKS PERPENDICULARLY. THE METHOD OF INSTALLATION SHALL BE JACK AND BORE (120 LINEAR FEET), AS PER DESIGN PLANS. JACKING RIG SHALL BE UTILIZED WITHIN CSX R.R. RIGHT-OF-WAY DURING CONSTRUCTION. AN EXISTING DRAINAGE DITCH SOUTH OF THE R.R. TRACKS WITHIN CSX RIGHT-OF-WAY SHALL BE TEMPORARILY DAMMED DURING PIPE INSTALLATION. A SILT FENCE AND ANY REQUIRED EROSION CONTROL SHALL BE APPLIED DURING CONSTRUCTION. THE CONSTRUCTION OF THESE PIPELINES IS NECESSARY IN ORDER TO PROVIDE COUNTY POTABLE WATER AND SEWER SERVICE TO NORTH COUNTY GENERAL AVIATION AIRPORT.

Project Location

City:	UNINCORPORATED WEST PALM BEACH	County:	PALM BEACH	State:	FLORIDA
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Will facility installation be located entirely within public road right-of-way:

- Yes Provide AARDOT Crossing Inventory Number of Road (posted at crossing):
- No

WUD 10-020  
 NORTH COUNTY GENERAL AVIATION AIRPORT  
 CASING PIPE DATE AND SPECIFICATIONS

PIPELINE CONTENT DETAILS		
Commodity Description	12" Ductile Iron Pipe Water Main w/ 24" Steel Casing	
Maximum Operating Pressure	70 psi	
Is Commodity Flammable?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
CARRIER PIPE/CASING PIPE DETAILS		
	Carrier Pipe	Casing Pipe
Pipe Material	12" Ductile Iron Pipe Water Main	24" Steel Casing
Material Specification & Grade:	ANSI/AWWA C150/A21.50; ANSI/AWWA C151/A21.51. Grade 60-42-10	ASTM A252 Grade 2
Specified Minimum Yield Strength	42,000 psi	35,000 psi
Nominal size Outside Diameter (inches)	13.20 in	24 in
Wall Thickness (inches)	0.28 in	0.375 in
Type of Seam:	None (Cast Centrifugally)	Spiral Welded
Type of Joints:	20-ft length w/ Mechanical Joints	20-ft length w/ bev x sq ends 0-2 Midwelds
Tunnel Liner Plates Required:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Cathodic Protection:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Protective Coating	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Type: Water Pipe: inside= Standard cement lining per AWWA C104. Outside= Asphaltic coating ±1 mil thick per AWWA C151		
Tem. Track Support or Rip-Rap Req.:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

PIPELINE CONTENT DETAILS		
Commodity Description	6" Ductile Iron Pipe Force Main w/ 14" Steel Casing	
Maximum Operating Pressure	40 psi	
Is Commodity Flammable?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
CARRIER PIPE/CASING PIPE DETAILS		
	Carrier Pipe	Casing Pipe
Pipe Material	6" Ductile Iron Pipe Water Main	14" Steel Casing
Material Specification & Grade:	ANSI/AWWA C150/A21.50;	ASTM A252 Grade 2
Specified Minimum Yield Strength	42,000 psi	35,000 psi
Nominal size Outside Diameter (inches)	6.90 in	14 in
Wall Thickness (inches)	0.25 in	0.25 in
Type of Seam:	None (Cast Centrifugally)	Spiral Welded
Type of Joints:	20-ft length w/ Mechanical Joints	20-ft length w/ bev x sq ends 0-2 Midwelds
Tunnel Liner Plates Required:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Cathodic Protection:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Protective Coating	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Type: Water Pipe: Inside= Epoxy lined per ANSI/AWWA C116/A21.16. Outside= Asphaltic coating ±1 mil thick per AWWA C151		
Tem. Track Support or Rip-Rap Req.:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Exhibit "A"  
 Sheet 3 of 3  
 CSXT File No. CSV679839

# PALM BEACH COUNTY WATER UTILITIES DEPARTMENT ENGINEERING DIVISION

**IT'S THE LAW!**  
CALL 48 HOURS BEFORE YOU DIG  
**1-800-432-4770**  
BENDING BODIES ONE CALL OF FLORIDA, INC.  
UTILITY NOTIFICATION CENTER

APPROVED  
PALM BEACH COUNTY WATER UTILITIES DEPT.

MAR 31 2011

*Jr*

## WATER AND SEWER SERVICE TO NORTH COUNTY GENERAL AVIATION AIRPORT

Approval is valid  
year from date of



COUNTY ADMINISTRATOR  
ROBERT WEISMAN, P.E.

Call 561-710-4600 Ext. 1 in the  
event of a leak to gravity sewer,  
force main, water main or reclaimed  
water lines owned by P&C Utilities

ALL MATERIALS, CONSTRUCTION AND TESTING SHALL  
BE IN COMPLIANCE WITH P&C WUD MINIMUM  
ENGINEERING AND CONSTRUCTION STANDARDS. ANY  
DEVIATIONS FROM THESE STANDARDS ARE NOT  
APPROVED UNLESS SPECIFICALLY AUTHORIZED BY  
THE UTILITY IN WRITING.

**WUD PROJECT NO. WUD 10-020**

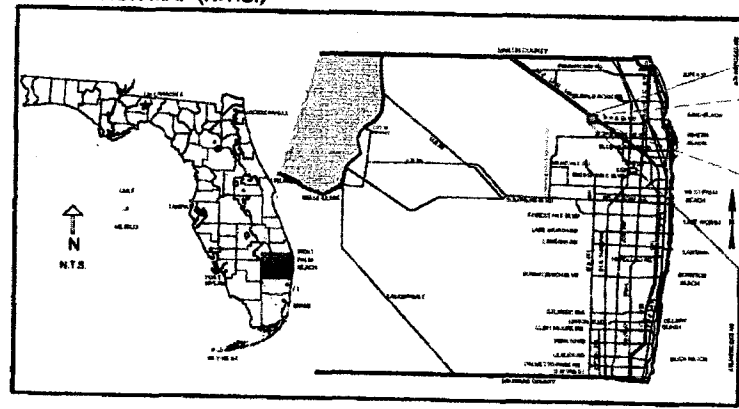
NO TREES OR OTHER STRUCTURES MAY BE PLACED WITHIN  
UTILITY EASEMENTS, ACCESS TRACTS OR RIGHTS OF WAY  
UNLESS PREVIOUSLY APPROVED BY PALM BEACH COUNTY  
WATER UTILITIES DEPARTMENT.

**BOARD OF  
COUNTY COMMISSIONERS**

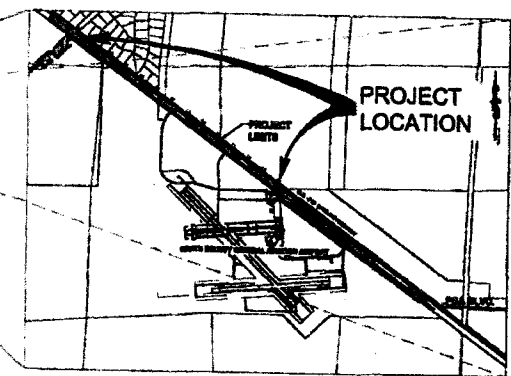
KAREN T. MARCUS, CHAIR  
SHELLEY VANA, VICE CHAIR  
PAULETTE BURDICK  
STEVEN L. ABRAMS  
BURT AARONSON  
JESS R. SANTAMARIA  
PRISCILLA A. TAYLOR

DISTRICT 1  
DISTRICT 3  
DISTRICT 2  
DISTRICT 4  
DISTRICT 5  
DISTRICT 6  
DISTRICT 7

**LOCATION MAP (N.T.S.)**



**VICINITY MAP  
N.T.S.**



**DRAWING INDEX**

SHEET	DRAWING TITLE
1-T	COVER SHEET
2-T	KEY SHEET
01-18-C	PLAN AND PROFILE
1-2-D	PLAN DETAILS
1-3-SD	WUD STANDARD DETAILS

**Exhibit "B"**  
Sheet 1 of 5  
CSXT File No. CSX679839

PALM BEACH COUNTY  
WATER UTILITIES DEPARTMENT  
ENGINEERING DIVISION

WUD PROJECT No. 10-020





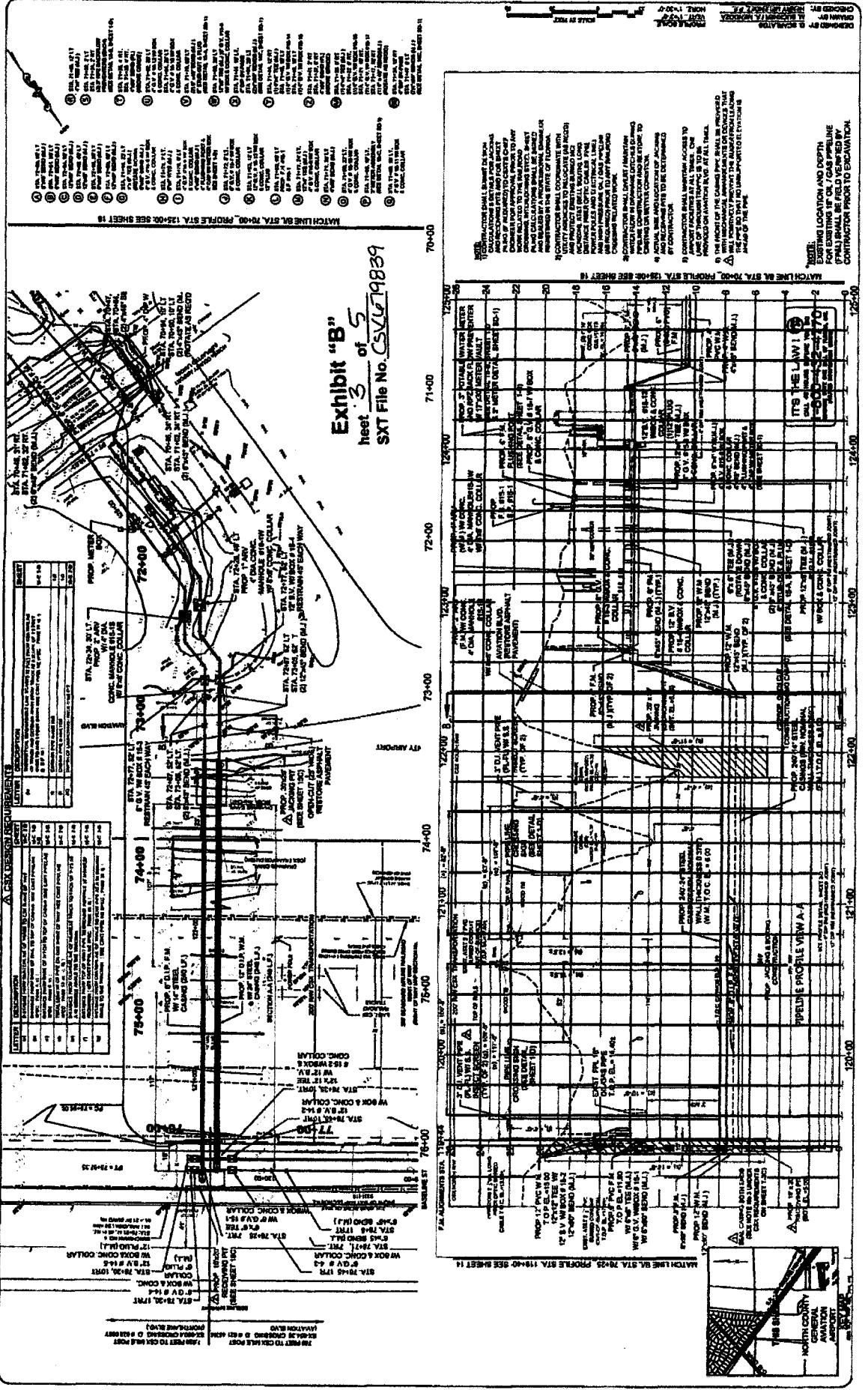


Exhibit "B"  
Sheet 3 of 5  
SXT File No. CSV 19839

ITEM	DESCRIPTION	QUANTITY	UNIT	REMARKS
1	CONCRETE	100	YD	FOR STRUCTURE
2	PIPE	100	FT	FOR MAIN
3	MANHOLE	1	NO.	FOR ACCESS
4	VALVE	1	NO.	FOR CONTROL
5	MATERIAL	100	YD	FOR FILL
6	CONCRETE	100	YD	FOR CURB

ITEM	DESCRIPTION	QUANTITY	UNIT	REMARKS
7	CONCRETE	100	YD	FOR STRUCTURE
8	PIPE	100	FT	FOR MAIN
9	MANHOLE	1	NO.	FOR ACCESS
10	VALVE	1	NO.	FOR CONTROL
11	MATERIAL	100	YD	FOR FILL
12	CONCRETE	100	YD	FOR CURB

ITEM	DESCRIPTION	QUANTITY	UNIT	REMARKS
13	CONCRETE	100	YD	FOR STRUCTURE
14	PIPE	100	FT	FOR MAIN
15	MANHOLE	1	NO.	FOR ACCESS
16	VALVE	1	NO.	FOR CONTROL
17	MATERIAL	100	YD	FOR FILL
18	CONCRETE	100	YD	FOR CURB

NOTE: VERIFY EXISTING LOCATION AND DEPTH OF UTILITIES AS SHOWN. FIELD VERIFICATION BY CONTRACTOR PRIOR TO EXCAVATION.

- 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS FOR FLORIDA HIGHWAYS AND STREETS, LATEST EDITION, AS PROMULGATED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE PALM BEACH COUNTY WATER UTILITIES DEPARTMENT.
- 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES AT ALL TIMES. ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- 4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES AT ALL TIMES. ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
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- 9. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES AT ALL TIMES. ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- 10. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES AT ALL TIMES. ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

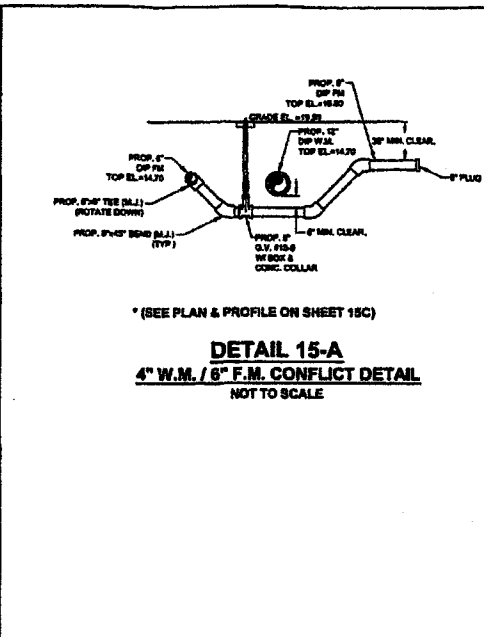
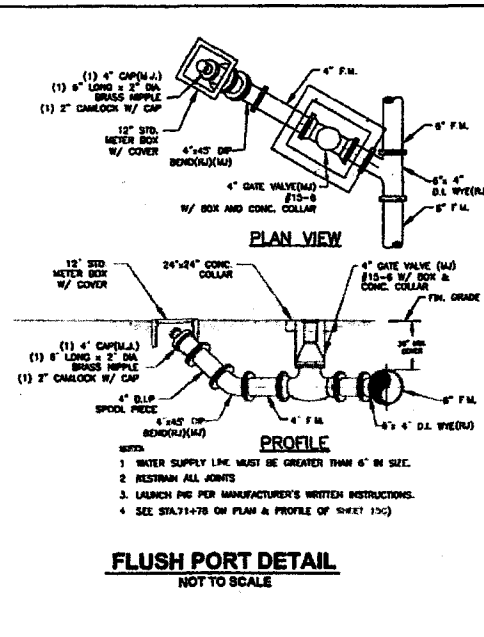
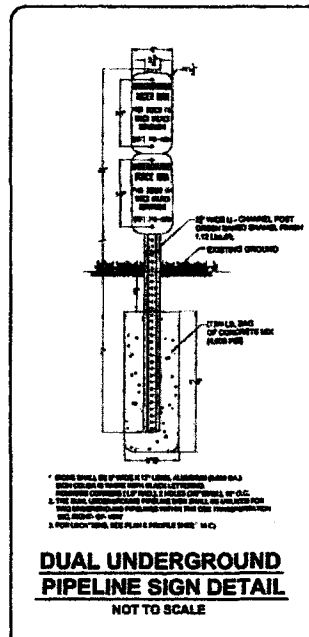
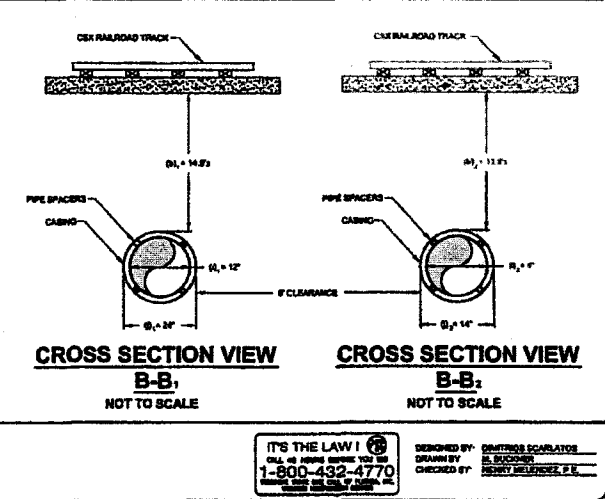
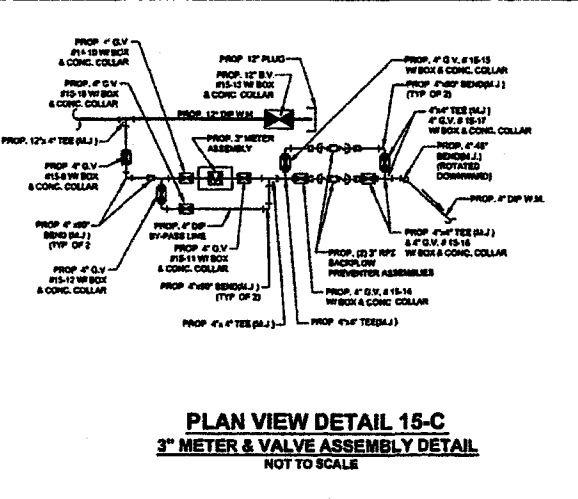
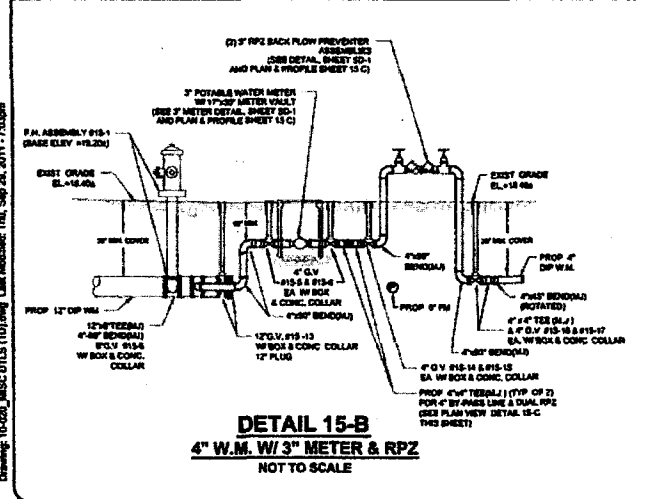


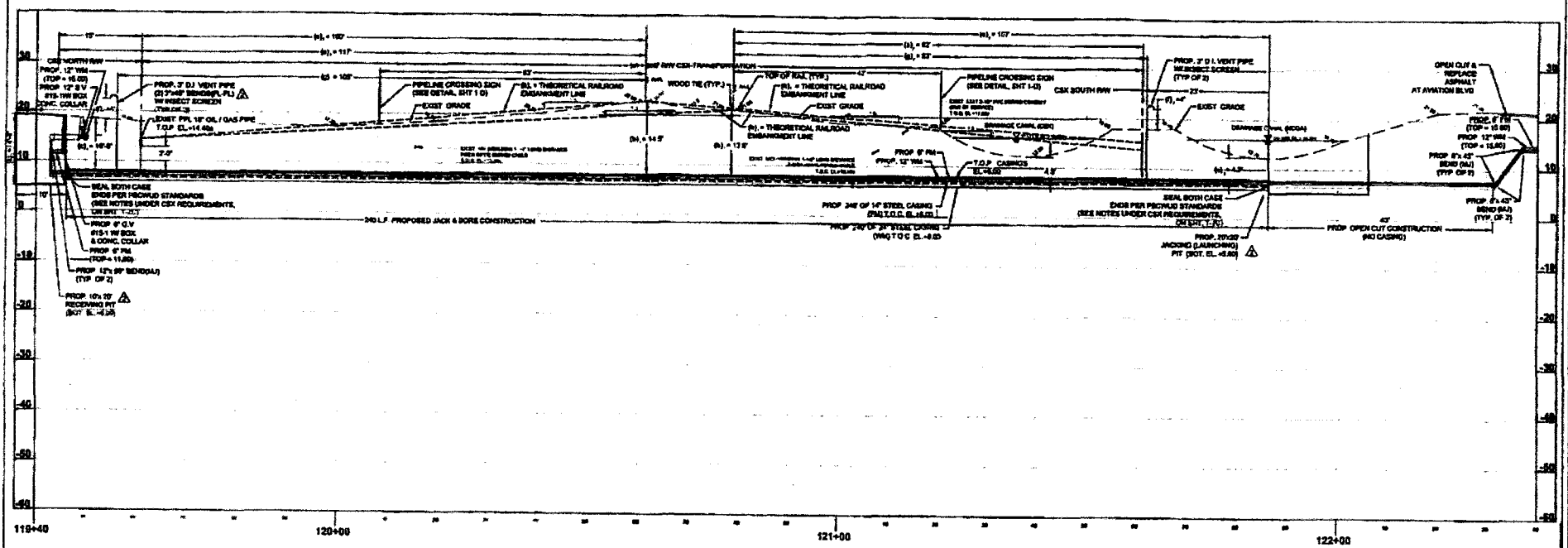
Exhibit "B"  
 Sheet 4 of 5  
 CSXT File No. *CSX 67839*



IT'S THE LAW!  
 CALL US TODAY FOR ALL YOUR LEGAL NEEDS  
 1-800-432-4770  
 DESIGNED BY: *BRITTON SCARLATTO*  
 DRAWN BY: *E. BOGGS*  
 CHECKED BY: *BOBBY HILGREN, P.E.*

Drawing: 10-021\_MSC DETAIL (10) Rev. Last Modified: Thu, Sep 26, 2011 - 7:02am

Exhibit "B"  
 Sheet 5 of 5  
 CSXT File No. CSX6679839



PROFILE FOR JACK & BORE DETAIL  
 SCALE 1"=10'

△ CSX DESIGN REQUIREMENTS

LETTER	DESCRIPTION	SHEET
1	PROPOSED JACK & BORE DETAIL FOR JACK	CSX 15
2	SHOWS FROM AXIS OF SIA TO TOP OF CASING AND EAST PIPELINE	CSX 16
3	SHOWS FROM AXIS OF SIA TO TOP OF CASING AND EAST PIPELINE	CSX 16
4	SPALL LAYER OF CONCRETE ON BOTH SIDES OF EAST PIPELINE	CSX 16
5	BRICKWORK CURB ON BOTH SIDES OF EAST PIPELINE AT A MINIMUM PER TO THE CURB	CSX 16
6	BRICKWORK CURB ON BOTH SIDES OF EAST PIPELINE AT A MINIMUM PER TO THE CURB	CSX 16
7	BRICKWORK CURB ON BOTH SIDES OF EAST PIPELINE AT A MINIMUM PER TO THE CURB	CSX 16
8	BRICKWORK CURB ON BOTH SIDES OF EAST PIPELINE AT A MINIMUM PER TO THE CURB	CSX 16
9	BRICKWORK CURB ON BOTH SIDES OF EAST PIPELINE AT A MINIMUM PER TO THE CURB	CSX 16

Drawing: 10-020\_020 J&B OTL.dwg Last Modified: Thu, Sep 29, 2011 - 7:01pm

IT'S THE LAW I  
 1-800-432-4770

DESIGNED BY: L. YODanis  
 DRAWN BY: S. BUCHHEITZ/AMERICA  
 CHECKED BY: JOHN R. BOCK, P.E.

**MEMORANDUM AGREEMENT BETWEEN THE DEPARTMENT OF AIRPORTS  
AND THE WATER UTILITIES DEPARTMENT FOR THE PROVISION OF WATER  
AND WASTEWATER SERVICES TO THE NORTH COUNTY AIRPORT**

**BACKGROUND**

The Palm Beach County Water Utilities Department (WUD) operates the water and wastewater facilities at the North County Airport under a reimbursement agreement with the Department of Airports (DOA). The DOA is responsible for paying the operating costs plus any costs for repair and replacement. The current facilities are badly in need of repair, and the both WUD and DOA have determined that connection to WUD's potable water and wastewater lines is a better alternative than continuing to repair and replace the existing facilities.

**SERVICE AREA**

Although WUD has extended water and wastewater mains into the northern part of the County, and the mains are located near the North County Airport (the Property), the property is located in Seacoast Utility Authority's (SUA) service area. In order to serve the property, the County will enter into an interlocal agreement with the Authority to allow WUD to temporarily provide service to the Property.

**SCOPE OF AGREEMENT**

WUD will extend its water mains and force mains to the Property. DOA agrees to reimburse WUD for the actual cost of extending the facilities, which is estimated to be \$1,231,065. In addition, DOA will pay \$160,296.30 to WUD, which represents Seacoast Utility Authority's connection fee for water and wastewater service to the Property based on the estimated equivalent residential connections (ERCs). DOA shall also pay WUD the corresponding SUA connections fees related to future developments or expansion of existing infrastructure as they happen.

Monthly charges will be in accordance with WUD's rate schedules as provided in Palm Beach County Ordinance 07-003, as amended. If the interlocal agreement between the Seacoast Utility Authority and the County is terminated, DOA will become a retail customer of the Authority and subject to the Authority's monthly rates and charges.

WUD shall operate and maintain the new water distribution and wastewater collection system up to the water meter and to the discharge side of the main lift station respectively.

**DEFERRAL OF CHARGES**

DOA acknowledges that WUD is required by its bond covenants to charge other County departments for line extensions and water and wastewater services. WUD acknowledges that DOA does not have funds in its FY2010 budget to pay for the line extensions or the required connection fees. Therefore, WUD will agree to front the construction costs with the understanding that DOA will reimburse WUD for the construction costs and connection fees

from its FY2011 budget and no later than 30 days after receipt of invoice for completed pipeline connection project.

pipelines.

**WATER UTILITIES DEPARTMENT CONTACT PERSON:**

Juan Guevarez, P. E., Director, Plant Operations and Maintenance

Telephone 493-6039; Cell Phone 301-8167

Emergency WUD Communications 740-4600

**DEPARTMENT OF AIRPORTS CONTACT PERSON**

Bruce V. Pelly, Director

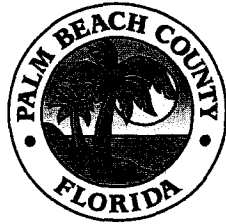
Telephone 471-7412

**ACCEPTANCE:**

The above terms and conditions are hereby accepted by the Department of Airports and the Water Utilities Department.

  
\_\_\_\_\_  
Department Director                      Date  
Department of Airports

  
\_\_\_\_\_  
Department Director                      Date  
Water Utilities Department



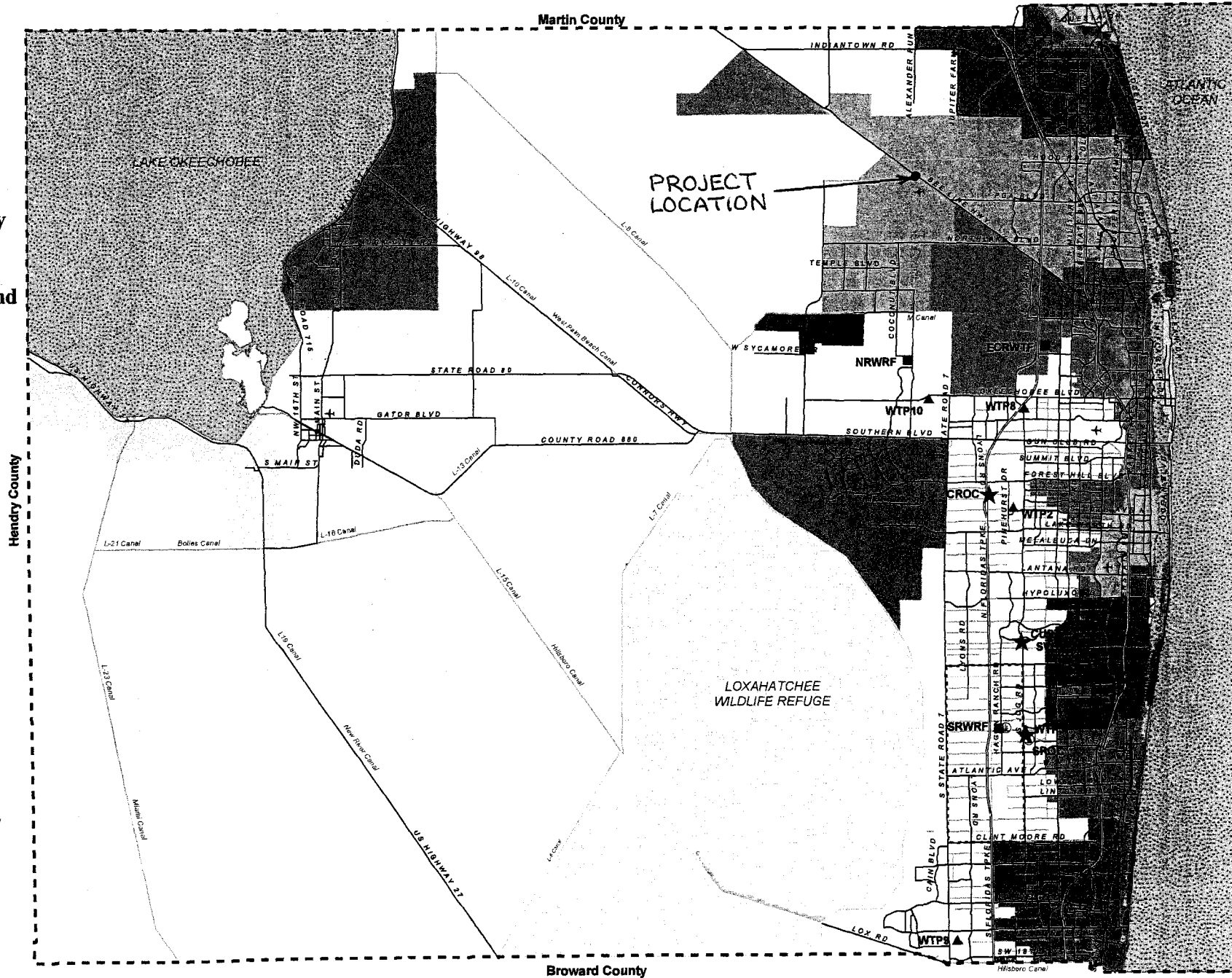
**Palm Beach County  
Water Utilities  
Department  
Service Area (SA) and  
Major Facilities**

**Legend**

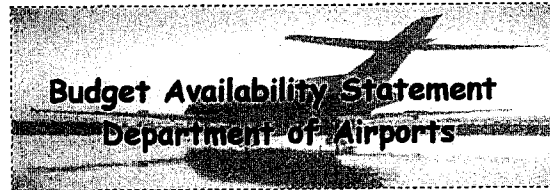
- P.B.C.W.U.D. SA
- - - Mandatory Reclaimed SA
- - - Palm Beach County Limits
- ★ Administration
- Water Reclamation Facility
- ▲ Water Treatment Facility
- ④ Wetlands



NOT TO SCALE







**DATE:** January 11, 2011

**TO:** Jerry L. Allen, AAE  
Deputy Director

**FROM:** Fred Passelli  
Airport Fiscal Manager

**RE:** Water Utilities Department  
Construction of Water and Sewer Connection at  
North Palm Beach County General Aviation Airport  
AKA Services, Inc.

**CC:** File

Please be advised that funds are available in the amount of not to exceed  
\$ 1,200,000 in account # 4111 - 121 - 1280-100 6211 requested by Palm  
Beach County Water Utilities Department for the construction of water and  
sewer connection at North Palm Beach County General Aviation Airport. (See  
~~attached bid tabulation from AKA Services, Inc.~~)

Fred Passelli 1-18-11  
Fred Passelli (Dated)