



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	\$1,250	0	0	0	0
Operating Costs	\$550	\$550	\$550	\$550	\$550
External Revenues	\$0	\$0	\$0	\$0	\$0
Program Inc (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
<b>NET FISCAL IMPACT</b>	<b><u>\$1,800</u></b>	<b><u>\$550</u></b>	<b><u>\$550</u></b>	<b><u>\$550</u></b>	<b><u>\$550</u></b>
<b># Additional FTE Positions (Cumulative)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Is Item Included in Current Budget                    Yes X                    No   

Expend Budget Number: Fund 3901 Dept 491 Unit 1341 Object 4909 (2017, \$1,250)

Expend Budget Number: Fund 0001 Dept 490 Unit 1303 Object 4909 (2017, \$550)

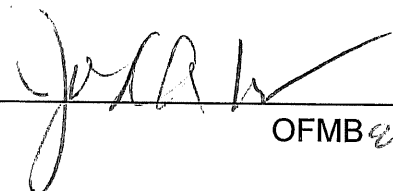
Expend Budget Number: Fund        Dept     Unit       

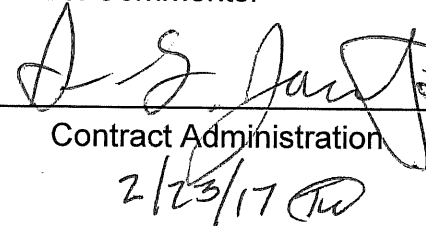
**B. Recommended Sources of Funds / Summary of Fiscal Impact**

C. Department Fiscal Review:  2/15/17

**III. REVIEW COMMENTS**

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

  
OFMB 2/15 2/15

 2/23/17  
Contract Administration  
2/23/17

**B. Legal Sufficiency:**

 2/24/17  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

**THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.**

## WIRELINE CROSSING AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2017, the "Effective Date", by and between **United States Sugar Corporation, Inc.**, a Florida corporation, whose mailing address is **PMB 161, 11250-15 Old St. Augustine Road, Jacksonville, FL 32257-1147**, hereinafter called "**Railroad**", and **Palm Beach County**, a political subdivision of the State of Florida, whose mailing address is **301 North Olive, West Palm Beach, FL 33401**, hereinafter called "**Licensee**" WITNESSETH:

WHEREAS, Licensee desires to construct, use and maintain an underground **fiber optic** cable or wire to be used solely for Data Communications Transmission, hereinafter called "**Wireline**", under the tracks and property owned or controlled by Railroad at or near **Belle Glade, Palm Beach County, Florida**, crossing Railroad's trackage on the South Main Line at approximately **Milepost 7.9**, located near SR 80/ US 441 S, hereinafter called the "**Crossing**", as shown on Exhibit A, attached hereto and made a part hereof.

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

### 1. LICENSE:

- 1.1 Railroad, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:
- (A) Railroad'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 and easements applicable to Railroad's title to or rights in the subject property; and
  - (C) compliance by Licensee with the terms and conditions herein contained;

does hereby grant to Licensee the nonexclusive license and permit to construct, maintain, repair, operate or use said Wireline at the Crossing above for the term herein stated, and to remove same upon termination.

- 1.2 The term **Wireline**, as used herein, shall include only the wires and/or cables, 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 Wirelines or facilities shall be placed, allowed or maintained by Licensee in, upon or along the Crossing except upon separate prior written consent of Railroad.

### 2. LICENSE FEE, TERM:

- 2.1 Licensee shall pay to Railroad an Annual License Fee of **Five Hundred Fifty U. S. Dollars (\$550)**, payable annually on or before the anniversary of the Effective Date. Such fee shall be subject to periodic review and adjustment by Railroad.
- 2.2 In addition to the above fee, Licensee will also pay a one-time contract preparation and administration fee of **One Thousand Two Hundred Fifty U.S. Dollars (\$1,250)**.
- 2.3 Licensee assumes sole responsibility for, and shall pay directly (or reimburse Railroad), any additional annual taxes and/or periodic assessments levied against Railroad or Railroad's property solely on account of said Wireline.

- 2.4 Effective Date of this Agreement shall be the date first written above and shall continue in effect from year to year until terminated by thirty (30) days written notice from either party to the other. License shall also be revocable in the event of Licensee's default, as herein provided, and shall also terminate upon (a) Licensee's cessation of use of the Wireline or Crossing for the purposes above, (b) removal of the Wireline, and/or (c) subsequent mutual consent.

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

- 3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove said Wireline, in a prudent, workmanlike manner, using quality materials and complying with any applicable standards or regulations of Railroad, A.R.E.A. Specifications, Licensee's particular industry, and/or any governmental or regulatory body having jurisdiction over the Crossing.
- ~~3.2~~ Location and construction of Wireline shall be made strictly in accordance with designs and specifications furnished to and approved by Railroad and of materials and sizes appropriate for the purposes above recited.
- 3.3 All Licensee's work and exercise of rights hereunder shall be undertaken at times satisfactory to Railroad and in a manner so as to eliminate or minimize any impact on or interference with the safe use and operation of Railroad's tracks and appurtenances thereto.
- 3.4 In the installation and/or maintenance of said Wireline, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Railroad. As a condition to such consent, a representative will be assigned by Railroad to monitor blasting, and Licensee shall reimburse Railroad for the entire cost and/or expense of furnishing said monitor.
- 3.5 Any repairs or maintenance to Wireline which are reasonably necessary to protect or facilitate Railroad's use of its property shall be made by Licensee promptly, but in no event later than ten (10) days after Licensee has notice as to the need for such repair or maintenance, whether or not such repairs or maintenance result from acts of Licensee, natural or weather events or otherwise.
- 3.6 Railroad, in order to protect or safeguard its property, rail operations, equipment or employees from imminent damage or injury, may request immediate repairs or renewal to the Wireline, 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 Railroad to object to any work done, material used, or method of construction or maintenance of said Crossing, nor any approval given by Railroad, shall be construed as an admission of liability or responsibility by Railroad, or as waiver by Railroad of any of the obligations, liability and/or responsibility of Licensee under this Agreement.
- 3.8 Licensee hereby agrees to reimburse Railroad any loss, cost or expense including losses resulting from train delays and inability to meet train schedules caused by any failure of Licensee to make repairs or maintenance, or from improper or incomplete repairs or maintenance.

**4. PERMITS, LICENSES:**

- 4.1 Before any work is performed, or before use of the Crossing for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permits (including but not limited to zoning, building, construction, health, safety or environmental matters), letters or certificates of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permits, approvals and authorizations, 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 permits or approvals, 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 upon Railroad's property, Licensee, at its sole cost and expense, shall:
- (A) support tracks and roadbed of Railroad, in a manner satisfactory to Railroad;
  - (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Railroad; and
  - (C) either remove any surplus earth or material to be placed and distributed at locations and in such manner Railroad may approve.
- 5.2 After construction of Wireline, Licensee shall:
- (A) restore said tracks, roadbed and other disturbed property of Railroad, to a condition reasonably satisfactory to Railroad; and
  - (B) erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Railroad, indicating the location, depth and ownership of any underground Wireline or related facilities.

**6. TRACK CHANGES:**

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

**7. WIRELINE CHANGES:**

- 7.1 Licensee shall periodically monitor and verify the depth of Wireline within the Crossing in relation to Railroad's tracks and facilities, and shall relocate Wireline or change Crossing, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of this Agreement.
- 7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of Wireline, or is required by any public agency or court order to do so, plans therefor shall be submitted to Railroad 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 Wireline herein permitted may not presently interfere with Railroad's railroad operations or facilities, in the event that the operation, existence or maintenance of said Wireline, in the sole judgment of Railroad, causes: (a) interference (physical, magnetic or otherwise) with Railroad's communication, signal or wires, power lines, train control system, or other facilities; or (b) interference in any manner with the operation, maintenance or use by Railroad of its right-of-way, tracks, structures, pole lines, devices, other property, or any appurtenances thereto; then, and in either event, Licensee, upon receipt of written notice from Railroad of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Wireline as may be required in the judgment of Railroad to eliminate all such interference. Upon Licensee's failure to remedy or change, Railroad may do so or contract to do so, at Licensee's sole cost.
- 8.2 Without assuming any duty hereunder to inspect Wireline, Railroad hereby reserves the right to inspect same and to require Licensee to undertake reasonable repairs, maintenance or adjustments to Wireline, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

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

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

- 9.1 Licensee hereby assumes, and shall at all times hereafter release, indemnify, defend and save Railroad harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Railroad 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 Railroad), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the presence, existence, operations, or use, of Wireline or the restoration of premises of Railroad to their prior order or condition after removal, EXCEPT to the extent proven to have been caused by the fault, or negligence of Railroad. HOWEVER, during any period of actual construction, repair, maintenance, replacement or removal of Wireline, wherein agents or personnel of Licensee are on the railroad right-of-way, Licensee's liability hereunder shall be absolute, irrespective of any fault or negligence of Railroad.
- 9.2 Use of Railroad's right-of-way involves certain risks of loss or damage as a result of Railroad's rail operations. Notwithstanding Section 9.1, as between Railroad and Licensee, Licensee expressly assumes all risk of loss and damage to Licensee's Property and Wireline on the Crossing, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from Railroad's rail operations. For this Section, the term "**Licensee's Property**" shall include property of third parties situated or placed upon Railroad's right-of-way by Licensee or by such third parties at request of or for benefit of Licensee.
- 9.3 Notwithstanding Article 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Wireline or the required depth and encasement for any underground Wireline, whether or not such loss results in whole or part from Railroad's contributory negligence or joint fault.
- 9.4 If a claim or action is made or 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 assume in the handling or defense of such claim or action.
- 9.5 Neither this Agreement nor any provision of this Agreement shall be or shall be deemed to be a waiver by Licensee of Sovereign Immunity or the limitations of Section 768.28, Florida Statutes, and Licensee's liability hereunder is expressly subject to the limitations of Section 768.28, Florida Statutes.

**10. INSURANCE:**

- 10.1 Prior to installation or occupation of the Wireline pursuant to this Agreement, Licensee shall procure Public Liability or Commercial Liability Insurance, and shall also maintain during continuance of this Agreement, at its sole cost and expense, a policy of Public Liability or Commercial Liability Insurance covering liability under this License. Coverage of not less than **Two Million U.S. Dollars (\$2,000,000)** Combined Single Limit per occurrence for bodily injury and property damage is recommended as a prudent minimum to protect Licensee's assumed obligations hereunder. If said policy does not automatically cover Licensee's contractual liability under this Agreement, a specific endorsement adding such coverage shall be purchased by Licensee. Failure to do so shall be at Licensee's sole risk.
- 10.2 If said CGL policy is written on a "claim made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. If said CGL policy does 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. Failure to do so shall be at Licensee's sole risk.
- 10.3 Securing such insurance shall not limit Licensee's liability hereunder, but shall be additional security therefor.
- 10.4 Railroad may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Railroad's demand shall be considered a default, subject to Article 13.
- 10.5 Notwithstanding the provisions of Articles 10.1, 10.2, and 10.3, Licensee, pursuant to State Statutes may self-insure or self-assume, in any amount 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 tracks of Railroad, except at public road crossings, without separate prior written approval of Railroad.
- 11.2 If Railroad deems it advisable, during the progress of any construction, maintenance, repair, renewal, alteration, change or removal of said Wireline, to place watchmen, flagmen, inspectors or supervisors for protection of property or operations of Railroad or others on Railroad's property at the Crossing, and to keep persons, equipment and materials away from Railroad's tracks, Railroad shall have the right to do so at the sole cost and expense of Licensee, but Railroad shall not be liable for failure to do so.
- 11.3 Subject to Railroad's consent and to Railroad's Railroad Operating Rules and existing labor agreements, Licensee may provide such flagmen, watchmen, inspectors or supervisors during all times of construction, at Licensee's sole risk, and expense; and in such event, Railroad shall not be liable for the failure or neglect of such watchmen, flagmen, inspectors or supervisors.

**12. RAILROAD'S COSTS:**

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

- 12.2 Railroad's expense for wages and materials for any work performed at expense of Licensee, pursuant to any stipulation of this Agreement, shall be paid by Licensee within thirty (30) days after receipt of Railroad'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, plus insurance, freight and handling charges on all materials used. Equipment rentals shall be in accordance with Railroad's applicable fixed rates.
- 12.4 All undisputed bills or portions of bills not paid within said thirty (30) days shall thereafter accrue interest at twelve percent (12%) per annum, unless limited by local law, and then at the highest rate so permitted. Unless Licensee shall have furnished detailed objections to such bills within thirty (30) days, bills shall be presumed undisputed.

**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 to remedy any breach within thirty (30) days after receiving a written notice from Railroad to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Railroad shall have the option of immediately terminating this Agreement, and revoking the privileges and powers hereby conferred upon Licensee, regardless of license fees having been paid in advance for any annual or other period. Upon such termination, Licensee shall make removal in accordance with Article 14.
- 13.2 No waiver by either party at any time of its rights as to any covenants 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 breach is permanently waived in writing by said party.

**14. TERMINATION, REMOVAL:**

- 14.1 All rights which Licensee may have hereunder shall cease and end upon the date of (a) termination, (b) revocation, and/or (c) upon Licensee's removal of Wireline from the Crossing. However, termination or revocation of this Agreement shall not 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 termination or revocation, Licensee, at its sole risk and expense, shall (a) remove Wireline from the property of Railroad, unless the parties hereto agree otherwise, (b) restore property of Railroad to its pre-existing condition in a manner reasonably satisfactory to Railroad, and (c) reimburse Railroad all reasonable loss, cost or expense of Railroad resulting from such removal.

**15. NOTICE:**

- 15.1 Licensee shall give Railroad at least five (5) days written notice before doing any work of any character hereunder on Railroad's property, except that in cases of emergency shorter notice may be given to Railroad.
- 15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee and to Railroad at the address first written above, or at such other address as either party may designate in writing to the other.



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

**16. ASSIGNMENT:**

- 16.1 The rights herein conferred are the privilege of Licensee only, and Licensee shall obtain Railroad's prior written consent to any assignment of Licensee's interest herein.
- 16.2 Subject to Article 16.1 and 16.3, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, or heirs, legal representatives and assigns, as the case may be.
- 16.3 Licensee shall give Railroad written notice of any legal succession (by merger, amalgamation, 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. Any change of legal existence, including a name change of Licensee, will be acknowledged and an assignment required of this Agreement or a new Agreement prepared to provide for the continuation of this License.
- 16.4 Railroad expressly reserves the right to assign this Agreement, in whole or in part, to any grantee or vendee of Railroad's underlying property interests in the Crossing, upon notice thereof to Licensee.
- 16.5 In the event of any unauthorized sale, transfer, assignment, sublease or encumbrance of this Agreement, or any of the rights and privileges hereunder, Railroad, at its option, may revoke this Agreement at any time within six (6) months after such sale, transfer, etc., by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Railroad for any loss, cost or expense Railroad may incur as a result of Licensee's failure to obtain said written consent.
- 16.6 In the event of sale or other conveyance by Railroad of its right-of-way, across, under or over, which the Crossing is constructed, Railroad's conveyance shall be made subject to the right of Licensee to continue to occupy the Crossing on the specific right-of-way, and to operate, maintain, repair, renew thereon and to remove therefrom the facilities of Licensee, subject to all other terms of this Agreement.

**17. TITLE, LIENS, ENCUMBRANCES:**

- 17.1 Licensee shall not at any time own or claim any right, title or interest in or to Railroad's property occupied by Licensee's Wireline, 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.
- 17.2 Nothing herein shall be deemed to act as any warranty, guarantee, or representation of the quality of title of the rail right-of-way corridor occupied or used under this Agreement.
- 17.3 Nothing in this Agreement shall be deemed to give, and Railroad hereby expressly waives, any claim of ownership in and to any part of Licensee's Wireline.
- 17.4 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 Licensee's Wireline in or on any portion of the Crossing (collectively, "Liens or Encumbrances"), to be established or remain against the Crossing or any portion thereof or any other Railroad property.

17.5 In the event that any property of Railroad 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 has been filed or docketed against the Crossing or any other property of Railroad; 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:**

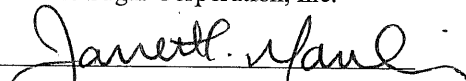
- 18.1 This Agreement, and the attached specification, contains the entire understanding between the parties hereto.
- 18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.
- 18.3 The form or any language of this Agreement shall not be interpreted or construed in favor of or against either party hereto as the drafter thereof.
- 18.4 This Agreement is executed under current interpretation of any and all applicable Federal, State, County, Municipal or other local statute, ordinance or law. Each and every separate division (paragraph, clause, item, term, condition, covenant or agreement) hereof shall have independent and severable status from each other separate division for the determination of legality, so that if any separate division is determined to be void, such determination shall have no effect upon the validity or enforceability of each other separate division, or any other combination thereof.
- 18.5 This Agreement shall be construed and governed by the laws of the state in which the Wireline is located.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in triplicate, each by its duly authorized officers, as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017

Witness for Railroad:



United States Sugar Corporation, Inc.

By: 

Name: Jarrett K. Mankin  
Title: Director - Real Estate

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**BOARD OF COUNTY COMMISSIONERS OF  
PALM BEACH COUNTY, FLORIDA**, a political  
subdivision of the State of Florida

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

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Name: Paulette Burdick

Title: Mayor

Tax Identification Number: 59-74-0344K

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
Paul F. [Signature]  
COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS  
BY Steve Borden  
ISS DIRECTOR

APPLICATION FOR PIPELINE CROSSING UNDER/OVER PROPERTIES AND TRACK

Application and plans must be approved and written authority received from the Railroad Company before construction is begun. Original and one copy of both application and drawing, along with a **nonrefundable** Application Fee in the amount of \$1,250.00 is to be submitted to: South Central Florida Express, Inc., PMB 161, 11250-15 Old St. Augustine Road, Jacksonville, FL 32257-1147.

1. Reference/File Number: \_\_\_\_\_
2. Complete **Legal Name** of applicant: Palm Beach County  
 Company Contact Name: Michael Quinn Title: Network Administrator  
 Telephone: (561) 355-1949 ~~Fax~~ ( ) mquinn@pbcgov.org
3. Address: 301 N. Olive City: West Palm Bch State: FL Zip: 33401
4. Type of business:  Individual,  Developer,  Municipality,  Corporation,  
 (State incorporated: ),  Partnership, (type and state of Partnership  ) County
5. Location: 85 feet South (direction) from Railroad Milepost 7.9  
 Valuation Station of Crossing if known: \_\_\_\_\_ Val Map No. \_\_\_\_\_
6. Town: Belle Glade County: Palm Beach State: FL
7. Angle of crossing: 90
8. Temporary track support or rripping required? Yes  No  (Describe and Detail on Drawing)
9. Wires, poles, obstructions to be relocated? Yes  No  (Describe and Detail on Drawing)
10. Product to be conveyed fiber optic Flammable? Yes  No  Temperature —
11. Max. Working Pressure — PSI. Field Test Pressure — PSI. Type Test —
12. Location of shut-off valves NA
13. Number of manholes located on Railroad Right-of-Way: NA
14. PIPE SPECIFICATIONS:
 

PIPE SPECIFICATIONS:	CARRIER PIPE:	CASING PIPE:
Material	<u>HDPE</u>	<u>NA</u>
Material Specifications & Grade	<u>SDR 11</u>	
Minimum Yield Strength of Material PSI	<u>Non-Pressure Rated</u>	
Inside Diameter	<u>2"</u>	
Wall Thickness	<u>0.216"</u>	
Outside Diameter	<u>2.375</u>	
Type of Seam	<u>NA</u>	
Kind of Joints	<u>NA-Roll Pipe</u>	
Total Length Within Railroad Right-of-Way	<u>100'</u>	
Vents: Number <u>NA</u> Size <u>NA</u> Height above ground <u>NA</u>		
Seals: Both ends _____ One end _____		
Bury: Base of rail to top of casing <u>10</u> feet, <u>0</u> inches, Bury (Not beneath tracks) <u>3</u> feet, <u>0</u> inches		
Bury: (Below ditches) <u>NA</u> feet, <u>NA</u> inches		
CATHODIC PROTECTION: Yes _____ No <input checked="" type="checkbox"/>		
PROTECTIVE COATING: Yes _____ No <input checked="" type="checkbox"/> Kind _____		
15. Method of installation HDD (Bore)
16. If application is a revision to an existing agreement, give agreement number and date: NA
17. If this a supplement to a master (general) agreement, give agreement number and date: NA
18. If Aegis member, work to be performed by: NA Contractor NA Company employees
19. Will pipe be located in limits of public road Right-of-Way? Yes  No  (If "yes", show name road number and width of Right-of-Way on print). DOT/AAR Crossing No. 85 33 57 V
20. GIS Position (Physical Location) Lat. 26.7262384 Long. (-) 80.6113485

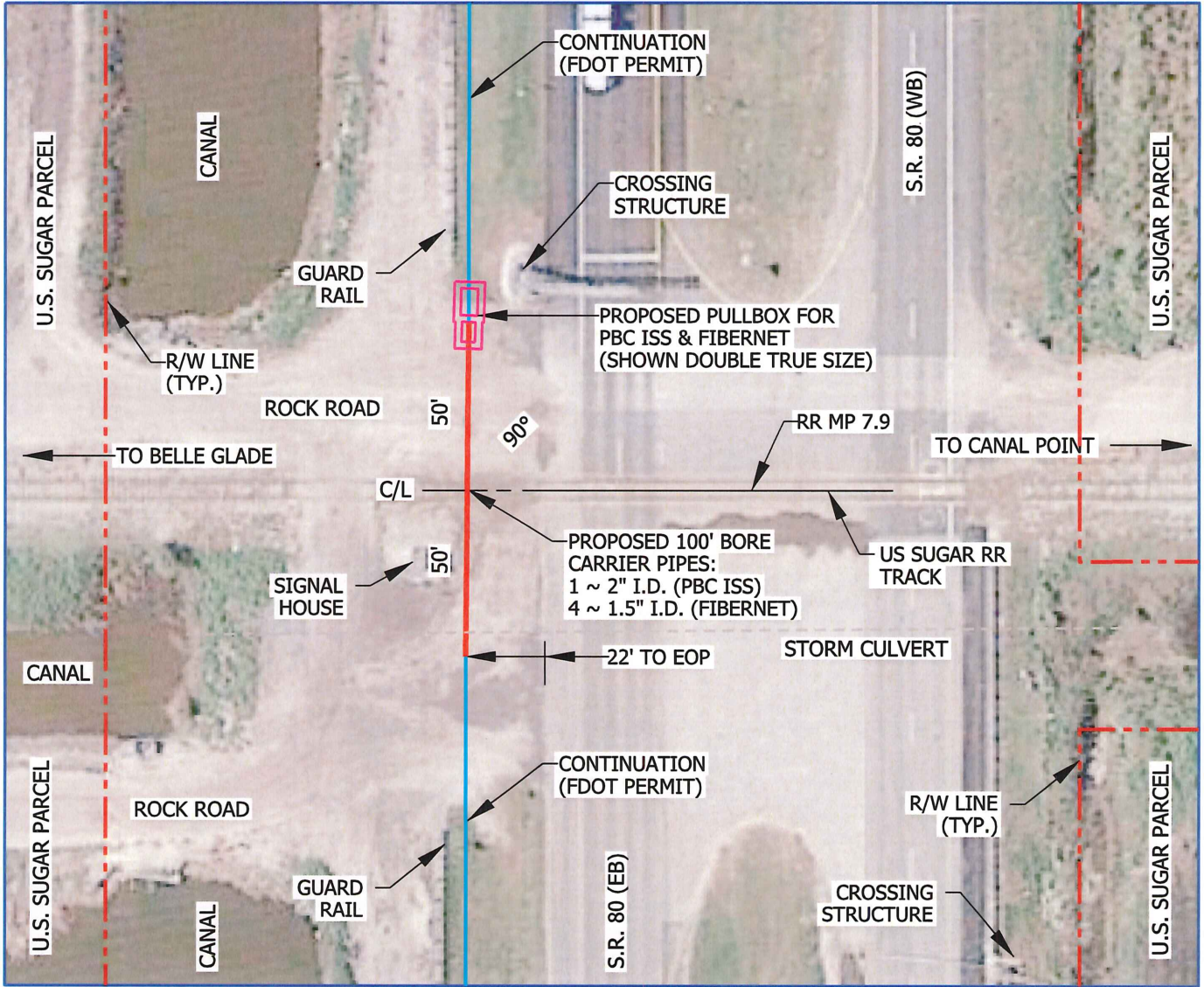
Proposal and construction must be in accordance with SCFE's Specifications, The American Railway Engineering Association, and any governing laws or regulations. **Please note that although the specifications furnished in the Pipeline Application Package are to be used as a guideline only, SCFE reserves the right to approve or decline an application.**

8 Dec 2014  
Date

[Signature]  
Signature & Title of Officer Making Application

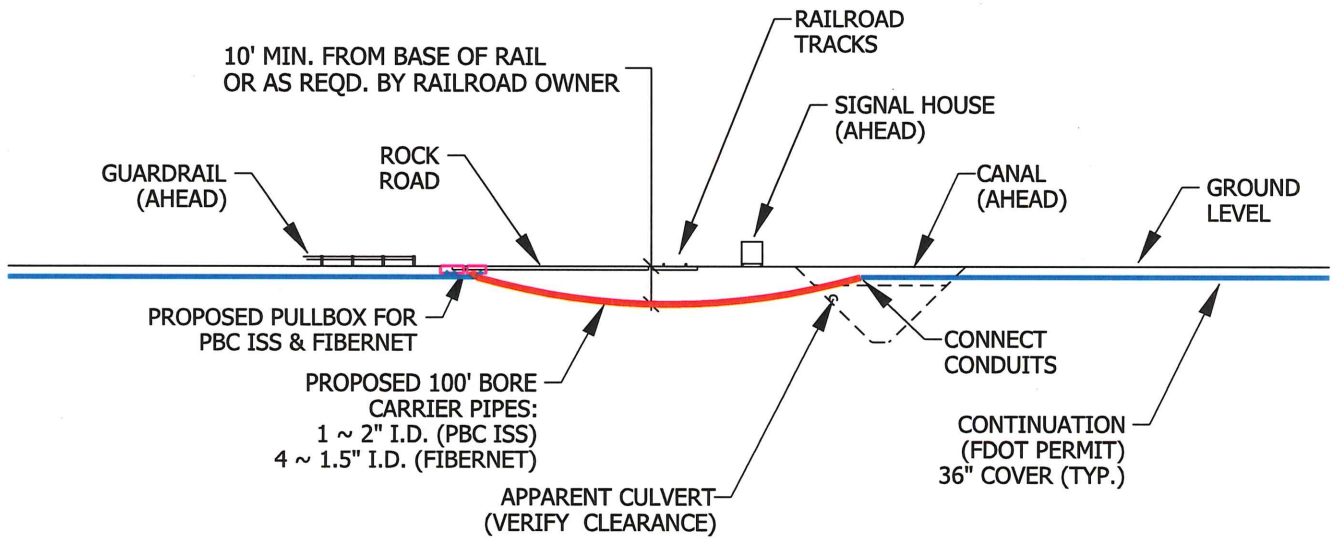
Please Type or Print: Bruce R. Boyd, Director (561) 262-0001  
 Name Title Telephone Number

NOTE: REFER TO U.S. DOT CROSSING INVENTORY FORM No. 853357V



**PLAN VIEW**

SCALE: 1" = 50'



**PROFILE**

(LOOKING NORTH)

PIPELINE AND CROSSING TO BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH LATEST APPROVED AMERICAN RAILWAY ENGINEERING ASSOCIATION'S "SPECIFICATIONS FOR PIPELINES FOR CONVEYING FLAMMABLE AND NON-FLAMMABLE SUBSTANCES"

	CARRIER PIPE:	CASING PIPE:
CONTENTS:	Fiber Optic Cable	NA
OUTSIDE DIAMETER:	2.375 & 1.9 Inches	NA
PIPE MATERIAL:	HDPE	NA
SPEC/GRADE:	SDR 11	NA
WALL THICKNESS (MIN.):	0.216 & 0.173 Inches	NA
WORKING PRESSURE:	NON-PRESSURE RATED	NA
JOINT TYPE:	NA - CONTINUOUS REEL	NA
COATING:	NA	NA
INSTALL METHOD:	HDD (BORE)	NA
VENTS: NUMBER	NA	NA
SIZE	NA	NA
HGT. ABOVE GROUND	NA	NA
SEAL: BOTH ENDS	XX	XX
ONE END		
BURY: BASE OF RAIL TO TOP OF CASING	10 FEET	0 INCHES
BURY: (NOT BENEATH TRACKS)	3 FEET	0 INCHES
BURY: (ROADWAY DITCHES)	NA FEET	NA INCHES
CATHODIC PROTECTION:	XX	
INSULATORS OR SUPPORTS (TYPE, SIZE, SPACING):	NA	

**SOUTH CENTRAL FLORIDA EXPRESS RAILWAY**

CITY: Belle Glade STATE: FL

DRAWING NO. 13-13010-169

DATE: 3 November 2016

SUBMITTED BY: Palm Beach County (Applicant)

COMPANY: Precision Contracting Services, Inc.  
Bruce R. Boyd, RCDD

**PX**

**PIPELINE ONLY**