

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A RAILROAD LICENSE AGREEMENT BETWEEN FLORIDA EAST COAST RAILWAY, L.L.C, AND ST. JOHNS COUNTY, FLORIDA, ASSOCIATED WITH THE NEW RAILROAD CROSSING LOCATED ON AVENUE D, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

WHEREAS, Avenue D, owned and maintained by Saint Johns County, Florida (County) crosses the railroad tracks of the Florida East Coast Railway, L.L.C. (FECR); and

WHEREAS, the Railroad License Agreement (“Agreement”) (attached and incorporated as Exhibit “A”) between the Florida East Coast Railway, L.L.C, and St. Johns County, Florida, establishes the rights, duties and responsibilities of both FECR and the County with respect to the railroad crossing located on Avenue D; and

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the Agreement; and

WHEREAS, the County has determined that accepting the terms of the Agreement, and entering into said Agreement will serve the interests of the County.


NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of a Railroad License Agreement between Florida East Coast Railway, L.L.C., and St. Johns County, Florida, associated with a railroad crossing located on Avenue D, and authorizes the County Administrator to execute the Agreement on behalf of the County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 17th day of April, 2007.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

Attest:


Deputy Clerk

By: 

Ben Rich, Chair

1/20/07

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), effective as of the _____ day of _____, 2007, is between FLORIDA EAST COAST RAILWAY, L.L.C. , a Florida limited liability company hereinafter called "RAILWAY", and FLAGLER DEVELOPMENT COMPANY, a Florida limited liability company, hereinafter called "COMPANY" and ST. JOHNS COUNTY, a municipal corporation, hereinafter called "COUNTY."

WITNESSETH:

WHEREAS, the COMPANY has requested that the RAILWAY, at COMPANY'S sole cost and expense, install an at-grade public road crossing, Avenue D, across and over the tracks, right of way and property of RAILWAY, at RAILWAY'S Milepost 33 + 4,324', more particularly described in Exhibit A attached hereto and incorporated herein by reference, hereinafter referred to as the "CROSSING SITE."; and

WHEREAS, COUNTY desires to use, maintain, repair, renew, upgrade, replace and ultimately remove the Crossing Site; and

WHEREAS, RAILWAY is agreeable to permitting the initial construction of the CROSSING SITE (the "Construction") at the sole cost and expense of the COMPANY, and the use, maintenance, repair, renewal, upgrade, replacement and ultimately removal of the CROSSING SITE by the COUNTY, under the terms and conditions set forth herein.

NOW, THEREFORE, for the covenants set forth herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RAILWAY hereby permits the Construction of the CROSSING SITE and the parties agree that such Construction shall be at the sole cost and expense of COMPANY. The

F.E.C. Rwy. Co. Original Copy

RAILWAY also hereby permits the COUNTY to use, maintain, repair, renew, upgrade, replace and ultimately remove the CROSSING SITE in accordance with the terms and conditions set forth herein.

2. For purposes of all provisions of this Agreement, the CROSSING SITE shall include, but not be limited to, the crossing structure, the crossing surfaces, any and all railroad crossing warning devices, including fixed signs, flashing lights, bells and gates and automatic crossing warning devices (the "WARNING DEVICES"), any other devices or facilities, which are, or might be, located within or adjacent to the above-described location. The construction of the CROSSING SITE shall be done by RAILWAY as provided in this Agreement and further provided that, notwithstanding rights to the COMPANY and COUNTY granted herein, RAILWAY reserves the right to perform all work required on RAILWAY'S property including construction, drainage, lighting and vegetation management, in which event the COMPANY during the Construction and the COUNTY thereafter shall pay the RAILWAY the entire cost and expense of labor, materials and equipment furnished by RAILWAY and any other costs incurred by RAILWAY in performing such work. The status of the COUNTY is that of a licensee and not lessee, granting the COUNTY the right to use the CROSSING SITE as specified herein.

3. The CROSSING SITE shall be used for public at-grade road crossing purposes only and no utility, including telecommunications facilities, pipes, wires, cables; or other line or structure shall be placed in, on or over the CROSSING SITE without the previous consent in writing of the RAILWAY. COUNTY further agrees that it will at all times keep the CROSSING SITE, together with the additional portions of the RAILWAY'S right-of-way within 325 feet of the northerly and southerly limits or boundaries of the CROSSING SITE clear of any vegetation

or other growth greater than two (2) feet in height on each side of the tracks at the sole expense of the COUNTY and without cost to RAILWAY or lien upon RAILWAY'S property.

4. This Agreement is for an initial term of one (1) year and shall continue in effect thereafter from year to year, subject to termination by the RAILWAY or COUNTY upon sixty (60) days prior written notice. Notwithstanding the termination of the Agreement, COUNTY shall be obligated to pay all fees and other costs applicable to COUNTY as set forth in this Agreement until the earlier of the removal or closing of the CROSSING SITE.

5. COUNTY shall pay an annual license fee in advance to RAILWAY of \$9,000.00 (Nine Thousand Dollars), for use of the CROSSING SITE. The license fee shall be increased each year on the anniversary date of this Agreement, commencing on the anniversary date of the second year of this Agreement, by the product of the annual license fee in effect for the preceding year multiplied by one hundred percent (100%) of the percentage increase, if any, in the Consumer Price Index, (1967=100), issued by the Bureau of Labor Statistics of the U.S. Department of Labor ("CPI"), or 3%, whichever is greater. The base CPI will be the CPI for the month of the year preceding the applicable anniversary date of this Agreement by ninety (90) days. No adjustment will be made for decreases in the CPI.

6. The provisions and stipulations of this Agreement are a part of the consideration of the construction of the crossing and licensing of the CROSSING SITE, and in the event the COUNTY shall fail to comply with any of the covenants and conditions required to be performed by COUNTY or the COMPANY shall fail to comply with any of the covenants and conditions required to be performed by it, then, at the option of the RAILWAY, this Agreement shall be terminated with full legal rights and remedies retained by the RAILWAY, including but

not limited to the right to reenter, repossess, and remove the CROSSING SITE if it shall elect to do so.

7. The COUNTY shall grant forthwith to the RAILWAY necessary permits for the installation, construction, erection, repair, replacement and maintenance of any of the RAILWAY-owned or maintained facilities described in this Agreement for the CROSSING SITE. If the COUNTY fails to promptly grant the RAILWAY necessary permits, the COMPANY during the Construction and the COUNTY thereafter, shall bear all additional expense incurred by the RAILWAY attributable to such failure, including costs due to slow ordering of trains. COMPANY or COUNTY, as the case may be, shall promptly pay such amounts upon billing by the RAILWAY.

8. Unless otherwise specified, the cost of installation, construction, maintenance, repair, renewal, upgrade and replacement of all facilities at the CROSSING SITE, including but not limited to the crossing structure, the WARNING DEVICES and railroad and highway devices, whether performed by the COMPANY, COUNTY or RAILWAY, shall be the sole responsibility of the COMPANY during the Construction and the COUNTY thereafter.

9. The RAILWAY shall install the WARNING DEVICES at the CROSSING SITE at the sole cost of the COMPANY during the Construction and the COUNTY thereafter. Installation costs are estimated to be \$404,800.00 as shown on the estimates for signal installation attached hereto as Exhibit B and incorporated by reference. The WARNING DEVICES are a Type IV Class III installation as defined in the Florida Department of Transportation Schedule of Signal Installations by Type and Class attached hereto as Exhibit C.

In addition to the other costs set forth herein, COUNTY shall pay unto RAILWAY annually the annual cost of maintenance of said WARNING DEVICES as provided in the

Florida Department of Transportation's SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES, as may in the future be revised or amended, a copy of which is attached hereto as Exhibit C and incorporated herein by reference.

The WARNING DEVICES will be owned and maintained by the RAILWAY, at the cost of the COMPANY during Construction and the COUNTY thereafter, and shall remain at the CROSSING SITE until the RAILWAY decides that they are no longer needed or should be replaced, or until other legal requirements are imposed which shall eliminate or substantially change their operations.

10. The RAILWAY shall install a 106' wide Omni concrete grade crossing surface (the "SURFACE") along with other improvements as shown on the drawing, attached hereto as part of Exhibit A, in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Index No. 560, as may be amended, at the sole cost of COMPANY. Installation costs are estimated to be \$190,112.00 as shown on the estimates for crossing installation attached hereto as Exhibit B and incorporated by reference. When the RAILWAY determines that the replacement of the SURFACE is more economical than its continued maintenance, the RAILWAY shall have the exclusive option to replace the SURFACE with a comparable or improved structure. The replacement costs of the new SURFACE shall be the sole responsibility of the COUNTY. After completion of the Construction, the COUNTY shall, at its sole expense, maintain and replace the remainder of the road inside the RAILWAY'S right-of-way, plus any paving that may be located between the ends of the ties. The RAILWAY shall provide a construction watchman at said CROSSING SITE while work is being performed by the COMPANY during the Construction and the COUNTY thereafter, under the provisions of

this Agreement, at the sole expense of the COMPANY during the Construction and the COUNTY thereafter.

11. The COUNTY agrees, acknowledges and understands that the RAILWAY reserves the right to make any changes at any future time in its existing tracks or other facilities, including the installation, maintenance and operation of any additional track or tracks or other facilities on its right-of-way at the CROSSING SITE. The COUNTY agrees to bear the total expense of any changes or additions to the pavement and traffic signal devices, the SURFACE, the WARNING DEVICES or other railroad signalization equipment or new structure at the CROSSING SITE, whether these changes or additions are required by law or order of any public or judicial authority, done voluntarily by the RAILWAY, or requested by the COUNTY.

12. The COMPANY during the Construction and the COUNTY thereafter, agrees that it will install, maintain and replace all necessary drainage facilities to prevent the accumulation of surface water due to the existence of the CROSSING SITE. Such facilities must first be approved by the RAILWAY and any governing bodies having jurisdiction thereof and operation of the facilities shall also be subject at all time to their approval. An additional license agreement may be required by the RAILWAY, depending upon the location of such drainage facilities and type, size, depth and other specifications of the proposed facilities, as submitted to the RAILWAY.

13. Lighting facilities adequate to comply with the requirements of the laws of the State of Florida covering illumination of road crossing shall be installed, maintained and replaced at or near this CROSSING SITE by and at the sole cost of COMPANY during the Construction and the COUNTY thereafter.

14. Facilities at or near the CROSSING SITE that are not specifically covered by this Agreement, including but not limited to pedestrian walkways, may not be constructed by the COMPANY during the Construction or the COUNTY thereafter, at or near the CROSSING SITE without the prior written approval of RAILWAY, which approval is in RAILWAY'S sole discretion. The cost and liability for such facilities, including but not limited to claims for personal injury or death or damage to property of any person or persons whomsoever, shall be the sole responsibility of the COMPANY during the Construction and the COUNTY thereafter.

15. If at any time RAILWAY, at COMPANY'S or COUNTY'S request, performs work required to be performed by COMPANY or COUNTY hereunder, the cost and liability for such work, including but not limited to claims for personal injury or death or damage to property of any person or persons whomsoever, shall be the sole responsibility of COMPANY during the Construction and the COUNTY thereafter.

16. The COMPANY during the Construction and the COUNTY thereafter, further covenants to pay the RAILWAY, within thirty (30) days after presentation of the same, all bills submitted by RAILWAY including maintenance bills as set forth in Paragraph 9 above and all bills for electricity for the lighting and illumination of the CROSSING SITE if same are provided by RAILWAY.

17. At the termination of this Agreement for any cause, or upon termination of the COUNTY'S use of the CROSSING SITE as herein described, all rights of the COUNTY shall terminate and the COUNTY shall remove, under the RAILWAY'S supervision and direction, at COUNTY'S entire cost and expense, said road and all non-RAILWAY-owned improvements placed upon the RAILWAY'S right-of-way and restore the ground to its original condition.

COUNTY further agrees upon termination of this Agreement to take all action necessary to permit the closing and removal of the CROSSING SITE.

18. The COUNTY shall indemnify, defend and hold harmless RAILWAY for assessments or other charges of any kind whatsoever against the RAILWAY at any time for any portion of public improvements installed on or within two hundred (200) feet of the CROSSING SITE arising out of the existence of the CROSSING SITE.

19. The COMPANY and COUNTY shall not in any way, or at any time, interfere with or obstruct RAILWAY'S right-of-way, the movement of RAILWAY'S trains and other railroad operations, or interfere with the RAILWAY'S use thereof, or the use thereof by RAILWAY'S assigns, invitees, lessees or licensees.

20. The COUNTY shall indemnify, defend and hold harmless RAILWAY it's affiliates, officers, directors and employees from any and all suits, claims, liability, losses, damages, expenses and costs (including reasonable attorneys fees) incurred by or asserted against RAILWAY whether for personal injury or death or damage to property of any person or persons whomsoever, relating to, resulting from or arising out of the construction, installation, maintenance, repair, renewal, upgrade, replacement or removal of the CROSSING SITE by RAILWAY, the performance of work by RAILWAY required to be performed by COUNTY hereunder, or the use of the CROSSING SITE or COUNTY facilities, including but not limited to pedestrian walkways, at or near the CROSSING SITE and regardless of whether such injury or damage is caused or alleged to be caused, in whole or in part, by the negligence of RAILWAY. Notwithstanding the foregoing, the COUNTY shall have no indemnification obligation for the intentional, wrongful acts of RAILWAY.

The COMPANY during the Construction and the COUNTY thereafter, will include in any contract which it may let for the whole or part of said work to be performed hereunder by or for the COMPANY or COUNTY, each and every one of the terms and conditions included on the document entitled "INDEMNITY OF FLORIDA EAST COAST RAILWAY, L.L.C. AND INSURANCE REQUIREMENTS" attached hereto and made a part hereof as Exhibit D.

21. The COMPANY, during the Construction and the COUNTY thereafter, at its own cost and expense, when performing any work in connection with the CROSSING SITE shall request RAILWAY to furnish any necessary construction watchmen for the protection of RAILWAY'S employees, property and train operations. RAILWAY shall be notified at least one (1) week in advance of the performance of any work in connection with the CROSSING SITE.

In addition to, but not in limitation of any of the foregoing provisions, if at any time RAILWAY should deem it necessary to place construction watchmen for the protection of any person or property, during the construction, maintenance, repair, alteration, renewal, or removal at the CROSSING SITE, RAILWAY shall have the right to place such construction watchmen, or other persons at the sole cost and expense of the COMPANY during the Construction and the COUNTY thereafter. Upon receipt of a bill from RAILWAY, COMPANY during the Construction and the COUNTY thereafter, shall promptly pay RAILWAY the full cost and expense of such construction watchmen. The furnishing or failure to furnish construction watchmen, or other persons by the RAILWAY under this paragraph, however, shall not release COMPANY or COUNTY from any and all other liabilities assumed by COMPANY or COUNTY under the terms of this Agreement. The COMPANY and COUNTY shall give the RAILWAY one (1) week's advance written notice when it or its contractor or anyone claiming

under this Agreement proposes to enter upon the CROSSING SITE to perform work under this Agreement in order that proper warning may be provided for trains. In emergency situations COMPANY or COUNTY shall give the RAILWAY telephonic notice. The COMPANY and COUNTY further agree that at all times its personnel or agents are on the property of the RAILWAY, they will be accompanied by a RAILWAY representative and any cost involved will be borne by the COMPANY or COUNTY, as the case may be.

22. After the SURFACE and WARNING DEVICES have been installed and all other work to be performed related to the Construction has been completed and found to be in satisfactory working order by the RAILWAY, the RAILWAY shall furnish to the COMPANY an invoice showing the final total cost of material, labor and equipment furnished by the RAILWAY and any other costs incurred by RAILWAY, in accordance with the estimate of said cost to the COMPANY to be \$594,912.00 set forth in Exhibit B and COMPANY shall pay such invoice no later than thirty (30) days from the date thereof.

23. Installation, maintenance, repair and replacement of any and all railroad advance warning signs and pavement markings on any road approaching the CROSSING SITE shall be the sole responsibility and cost of the COUNTY, and at its sole expense.

24. The COMPANY during the Construction and the COUNTY thereafter, shall pay RAILWAY all charges due to RAILWAY hereunder within thirty (30) days of the date of invoice. Failure to promptly pay to RAILWAY amounts billed as due under this Agreement shall constitute default by the COMPANY or COUNTY.

25. The COMPANY and COUNTY hereby acknowledge that it each has been notified that its personnel will or may be working in an area containing active fiber-optic transmission cable as well as other cables and other facilities.

26. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

27. This Agreement will be governed by the laws of the State of Florida. It constitutes the complete and exclusive statement of the Agreement between the parties, which supersedes all proposals, oral or written, and all other communications between the parties related to the subject matter of this Agreement, to include the Easement Agreement between Gran Central Corporation and Florida East Coast Railway Company, dated August 14, 1996, that permits a crossing at Railway's milepost 33+4,180'. Any future change or modification of this Agreement must be in writing and signed by all parties during the Construction and thereafter by RAILWAY and COUNTY only.

IN WITNESS WHEREOF, the RAILWAY, the COMPANY and the COUNTY, have caused this Agreement to be executed by their authorized representatives on the dates indicated below.

Signed, sealed and
Delivered in the presence of:

Witnesses as to RAILWAY

FLORIDA EAST COAST RAILWAY, L.L.C.,
a Florida limited liability company

By: _____ (Seal)

Title: _____

Attest: _____
Assistant Secretary

Date: _____

FLAGLER DEVELOPMENT COMPANY
a Florida limited liability company

By: _____

Title: _____

Attest: _____

Title: _____

Date: _____

ST. JOHNS COUNTY, a municipal corporation

By: _____

Title: _____

Attest: _____

Title: _____

Date: _____

Witnesses as to COMPANY

Witnesses as to COUNTY

LICENSE AREA

February 28, 2007

File: 33/39/4324

AVENUE D – MP 33+4,324’ – FDOT # 273106Y

A PARCEL OF LAND WITH UNIFORM WIDTH OF ONE HUNDRED TWENTY (120) FEET NORTHERLY AND SOUTHERLY AND EXTENDING EASTERLY AND WESTERLY ACROSS THE RIGHT-OF-WAY AND MAIN TRACK OF THE RAILWAY AT AVENUE D IN ST. JOHNS COUNTY, FLORIDA, WITH LONGITUDINAL CENTER LINE OF SAID PARCEL LOCATED FOUR THOUSAND THREE HUNDRED TWENTY FOUR (4,324) FEET SOUTHERLY FROM THE RAILWAY'S MILE POST NO. 33 AS MEASURED FROM JACKSONVILLE, FLORIDA, SAID RIGHT-OF-WAY OF THE RAILWAY HAVING A TOTAL WIDTH OF ONE HUNDRED (100) FEET AT THIS LOCATION, BEING FIFTY (50) FEET IN WIDTH ON THE EAST AND WEST SIDE OF THE CENTERLINE OF THE MAIN TRACK.

EXHIBIT "A"

**MILLER SHOPS: INSTALL NEW 106' OMNI CONCRETE CROSSING
 AVENUE D, MP 33+4.324' - FDOT # 273106Y
 FILE: 33/39/4324**

CROSSING DESCRIPTION

Length of Crossing Surface: 106 Tf
 Number of Tracks: 1 Ea
 Length of Track Panel: 146 Tf

PAVING DESCRIPTION

Width (Across Road) 106 Ft
 Length (Along Road) 80 Ft
 Projected Lift 3 In

AGREEMENT DESCRIPTION

Responsible Party: Flagler Development
 Agreement Date:
 Division of Responsibility
 Encase Fiber Optic Cable Flagler
 Maintenance of Traffic Flagler
 Crossing Surface Flagler
 Track Materials Flagler
 Track Construction Flagler
 Paving Flagler
 Overtime N/A

GANG DESCRIPTION

1 St. Augustine Section
 8 St. Augustine Smoothing
 1 Crane
 2 Loader

COST RECAPITULATION

<u>Track & Civil Work Item</u>	<u>Labor</u>	<u>Equipment</u>	<u>Material</u>	<u>Contract</u>	<u>10.00% Contingency</u>	<u>Total</u>	<u>Responsible Party</u>
Encase Fiber Optic Cable	n/a	n/a	n/a	18,000.00	1,800.00	19,800.00	Flagler
Mobilization/Material Consolidation	2,126.08	3,373.80	n/a	n/a	600.12	6,100.00	Flagler
Construct Track Panel & Place	1,789.76	2,872.84	9,003.89	n/a	1,433.51	15,100.00	Flagler
Maintenance of Traffic/Police Protection	n/a	n/a	n/a	12,800.00	1,300.00	14,100.00	Flagler
Remove Crossing Surface	741.12	1,793.47	n/a	n/a	265.40	2,800.00	Flagler
Remove/Replace Structure	3,883.11	9,319.60	n/a	0.00	1,397.29	14,600.00	Flagler
Line & Surface Track	822.93	1,668.06	13,335.14	n/a	1,673.87	17,500.00	Flagler
Replace Crossing Surface, As Needed	3,273.30	7,921.17	39,461.45	n/a	5,144.08	55,800.00	Flagler
Place Asphalt	182.75	57.12	n/a	31,800.00	3,260.13	35,300.00	Flagler
Site Cleanup	670.69	829.08	n/a	n/a	200.23	1,700.00	Flagler
Overtime Charge for Weekend Work	n/a	n/a	n/a	n/a	0.00	0.00	N/A
Totals:	13,489.75	27,835.14	61,800.47	62,600.00	17,074.64	182,800.00	

TRACK & CIVIL PROJECT COST: \$182,800.00
ENGINEERING & SUPERVISION: 7,312.00
TOTAL PROJECT COSTS: \$190,112.00

TOTAL SIGNAL IMPROVEMENT PROJECT COST: 404,800.00

COST TO BE BORNE BY FLAGLER DEVELOPMENT: \$594,912.00

NOTE: THE ABOVE IS AN ESTIMATE ONLY, ALL CHARGES WILL BE BASED ON ACTUAL COST



FLORIDA EAST COAST RAILWAY
OFFICE OF THE GENERAL MANAGER
OF SIGNALS AND COMMUNICATIONS

DATE: 11/28/06
FILE: 10.2
TYPE: IV
CLASS: III
NO. OF DAYS: 16
AAR / DOT #: TBA
MILE POST: 33+4180'

Project Type: FDOT

ESTIMATED COST FOR HIGHWAY CROSSING WARNING DEVICES AT AVENUE D.
This estimate should be considered void after one (1) year.

MATERIAL	UNIT COST	UNITS	TOTAL COST
GATE ASSEMBLIES	\$7,479.00	6 EA.	\$44,874.00
GATES	\$500.00	6 EA.	\$3,000.00
GATE FOUNDATIONS	\$575.00	6 EA.	\$3,450.00
CANTILEVERS 36'	\$19,609.00	2 EA.	\$39,218.00
CANTILEVER FOUNDATIONS	\$3,200.00	2 EA.	\$6,400.00
6' X 6' & 4'X4' WIRED CASE, WITH HXI	\$96,260.00	1 EA.	\$96,260.00
GENERATOR CASE W/ TRANSFER SWITCH	\$2,870.00	1 EA.	\$2,870.00
BATTERY BOX	\$675.00	2 EA.	\$1,350.00
BATTERIES, SAFT SPL250	\$215.00	50 EA.	\$10,750.00
MISC. GROUND MATERIAL	\$2,702.12	1 PKG.	\$2,702.12
CONDUIT & DIRECTIONAL BORE	\$45.00	220 FT.	\$9,900.00
CABLE	\$8,000.00	1 PKG.	\$8,000.00
MISCELLANEOUS RELAY EQUIPMENT	\$1,120.00	1 PKG.	\$1,120.00
POWER SERVICE	\$1,800.00	1 EA.	\$1,800.00
MONITORING EQUIPMENT	\$12,985.00	1 PKG.	\$12,985.00
SANITATION & DISPOSAL	\$1,500.00	1 PKG.	\$1,500.00
FREIGHT & HANDLING			\$61,170.00
TAX @ 6.5%			<u>\$15,904.00</u>
TOTAL MATERIALS			\$323,253.12
EXCAVATING EQUIPMENT PER DAY	\$181.00	16 DAYS	\$2,896.00
EQUIPMENT RENTAL PER DAY	\$125.00	16 DAYS	\$2,000.00
FOREMAN'S TRUCK PER DAY	\$35.00	16 DAYS	\$560.00
GANG TRUCK PER DAY	\$63.00	16 DAYS	\$1,008.00
SUPERVISORS TRUCK PER DAY	\$35.00	16 DAYS	<u>\$560.00</u>
EQUIPMENT TOTAL			\$7,024.00
ENGINEERING	\$8,500.00	1	<u>\$8,500.00</u>
ENGINEERING TOTAL			\$8,500.00
CONSTRUCTION SUPERVISION	\$312.00	16 DAYS	\$4,992.00
LABOR ADDITIVE			<u>\$2,781.00</u>
SUPERVISION TOTAL			\$7,773.00
LABOR PER DAY	\$1,188.90		\$19,022.00
NUMBER OF DAYS	16		
LABOR ADDITIVE			<u>\$11,101.00</u>
TOTAL LABOR			\$30,123.00
GANG EXPENSES PER DAY	\$553.00		
NUMBER OF DAYS	16		
TOTAL GANG EXPENSES			\$8,848.00
SUB-TOTAL			\$385,521.12
CONTINGENCIES 5%			<u>\$19,276.00</u>
TOTAL			\$404,800.00

FLORIDA DEPARTMENT OF TRANSPORTATION

Listed Below are signal installations by type and class:

FLASHING SIGNALS - ONE TRACK

Type = 1, Class = 1

FLASHING SIGNALS - MULTIPLE TRACKS

Type = 1, Class = 2

FLASHING SIGNALS AND CANTILEVER - ONE TRACK

Type = 2, Class = 1

FLASHING SIGNALS AND CANTILEVERS - MULTIPLE TRACKS

Type = 2, Class = 2

FLASHING SIGNALS AND GATE - ONE TRACK

Type = 3, Class = 3

FLASHING SIGNALS AND GATE - MULTIPLE TRACKS

Type = 3, Class = 4

FLASHING SIGNALS AND GATE WITH CANTILEVER - ONE TRACK

Type = 4, Class = 3

FLASHING SIGNALS AND GATE WITH CANTILEVER - MULTIPLE TRACKS

Type = 4, Class = 4

TYPE OF TRAFFIC CONTROL DEVICES

- I Flashing signals
- II Flashing signals with cantilevers
- III Flashing signals with gate
- IV Flashing signals with cantilevers & gate

CLASS OF TRAFFIC CONTROL DEVICES

- I Flashing signals - one track
- II Flashing signals - multiple track
- III Flashing signals & gates - one track
- IV Flashing signals & gates - multiple track

EXHIBIT "C"

**SCHEDULE OF ANNUAL COST OF AUTOMATIC
HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	Flashing Signals – One Track	\$2,086.00
II	Flashing Signals – Multiple Tracks	\$2,760.00
III	Flashing Signals and Gates – One Track	\$3,146.00
IV	Flashing Signals and Gates – Multiple Tracks	\$3,950.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE: 14-46.002
Responsibility for the Cost of Automatic Highway
Grade Traffic Control Devices

F. A. RULE EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044. F. S.

SPECIFIC LAW IMPLEMENTED: 335.144.F. S.

*This schedule was effective July 1, 2006, and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

EXHIBIT "C"

**INDEMNITY OF FLORIDA EAST COAST RAILWAY, L.L.C.
AND INSURANCE REQUIREMENTS**

The Contractor by execution and delivery hereof, agrees that it shall and will at all times hereafter indemnify, defend and save harmless the Florida East Coast Railway, L.L.C, or if Contractor is a Government Entity, agrees to the extent permitted by law will indemnify, defend and save harmless the Florida East Coast Railway, L.L.C., from and against all judgments, and all loss, claims, damages, costs, charges, and expenses ("Costs") which it may suffer, sustain, or in anywise be subjected to on account of or occasioned by the operations of the Contractor, or any of the subcontractors, or both, whether directly or indirectly under, or pursuant to, this construction contract, including any such Costs arising from the death, bodily injury or personal injury of, as follows:

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

In furtherance of its obligation to indemnify, defend and save harmless, Contractor shall procure and keep in effect comprehensive general liability insurance in the limits of \$5,000,000.00 each occurrence for bodily injury or death and \$3,000,000.00 property damage each occurrence with a \$5,000,000 aggregate covering all obligations of Contractor to indemnify the Railway by Contractual Assumed Liability Endorsement, with all railroad exclusives removed. Alternatively, Contractor may procure and keep in effect during the life of this construction contract, as aforesaid, Railroad Protective Liability Policies insuring the Railway directly as insured against losses and damages with the limits specified in this paragraph.

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

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

EXHIBIT "D"