

**AGREEMENT FOR PUBLIC ROAD CROSSING
TALLEVAST ROAD IMPROVEMENTS
MANATEE COUNTY, FLORIDA**

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between **SEMINOLE GULF RAILWAY, L.P.**, a Delaware limited liability partnership, whose mailing address is 4110 Center Pointe Drive, Suite 207, Fort Myers, Florida 33916, herein referred to as "**SGLR**", and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, hereafter referred to as "**COUNTY**".

WITNESSETH:

WHEREAS, SGLR owns the track and other rail facilities (the "**Rail Facilities**") comprising a line railroad that crossed at grade, Tallevast Road, in Manatee County, Florida (the "**Crossing**"); and

WHEREAS, SGLR Rail Facilities occupy land and right of way owned by CSX Transportation, Inc. ("**CSXT**"), and leased to SGLR pursuant to a lease Agreement dated November 13, 1987 (the "**Land Lease Agreement**"); and

WHEREAS, the Lease Agreement authorizes SGLR to enter into this Agreement; and

WHEREAS, COUNTY has a street improvement over and through the Crossing pursuant to various agreements; and

WHEREAS, COUNTY and SGLR desire to enter into an Agreement setting forth the implementation of a Crossing Improvement Project as defined below; and

WHEREAS, SGLR shall be responsible at the full cost and expense of the COUNTY for undertaking certain construction relating to the Crossing; and

WHEREAS, COUNTY is willing to allow SGLR to perform such maintenance and improving at the full cost and expense of the COUNTY on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, and intending to be legally bound, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. SGLR, for and in consideration of Ten Dollars (\$10.00) to it in hand paid by COUNTY, the receipt of which is hereby acknowledged, and of the covenants and agreements to be kept and performed by COUNTY as hereinafter expressed, SGLR hereby agrees to improve the existing crossing hereto.
3. (a) Work performed by SGLR pursuant to this agreement shall be that work between the rails of the crossing with Premiere concrete tub crossing, with a minimum of 6 inches (6,000 PSI which is FDOT approved) concrete and replace asphalt for fifteen (15') feet outside of the rails of the crossing and to include all rail elements and sub-

surface work as necessary. All materials that constitute the rail elements, to include the crossing interface material, ties, rail and other on-track materials as necessary shall be furnished by SGLR. SGLR shall remove existing crossing and 15 feet of paving on each side of the crossing, maintaining the present width of the current crossing and to match existing grade. SGLR shall dispose of removed materials.

(b) SGLR agrees to perform the Crossing Improvement Project, to include sidewalk work, for a lump sum cost, (the "PROJECT COST") of Three Hundred Eleven Thousand Four Hundred Fifty Four Dollars (\$311,454.00) which will cover all work to be performed and all material to be furnished by SGLR in connection with the improvement of the CROSSING and SIDEWALK. COUNTY agrees to pay the PROJECT COST as follows: one half of the PROJECT COST, One Hundred Fifty Five Thousand Seven Hundred Twenty Seven Dollars (\$155,727.00), shall be paid upon the execution of this Agreement; the balance of the lump sum, One Hundred Fifty Five Thousand Seven Hundred Twenty Seven Dollars (\$155,727.00) shall be paid upon completion of SGLR's portion of the work. SGLR agrees to perform all of the crossing improvements in a timely fashion and in coordination with a COUNTY schedule.

(c) COUNTY shall be responsible for roadway paving work up to the railroad surface work fifteen (15') feet outside of the rails. The COUNTY shall provide all MOT traffic control needed throughout the project. SGLR shall provide flagman/inspection services to the COUNTY for the paving operations by the COUNTY, as needed.

4. (a) This agreement shall not be binding until it has been authorized or ratified by the Manatee County Board of County Commissioners.

(b) This Agreement does not supersede or cancel and Agreements relating to the Crossing. The purpose of this agreement is to expedite the maintenance and/or improvement of the existing crossing.

5. (a) SGLR for itself and for its successors and assigns agrees to release, indemnify, defend and save harmless the COUNTY and its respective officers, employees, agents and successors and assigns, from and against all damages, losses, claims, demands, suits, costs or expense, including counsel fees, which the COUNTY may suffer or sustain or be subject to, directly or indirectly, for personal injury, death or property damage suffered by anyone and arising out of or caused by the work performed by SGLR.

(b) To the extent permitted by law, COUNTY for itself and for its successors and assigns, agrees to release, indemnify, defend and save harmless SGLR and its respective officers, employees, agents and successors and assigns, from and against all damages, losses, claims, demands, suits, costs or expenses, including counsel fees, which SGLR may suffer or sustain, or may be subject to, directly or indirectly, for personal injury, death or property damage suffered by anyone and arising out of or caused by the work performed by the COUNTY. Nothing herein is intended to waive the limits on the COUNTY's Sovereign Immunity set forth in Section 768.28 Florida Statutes nor to constitute consent to be sued by third parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents in duplicate the day and year first written.

WITNESS FOR:

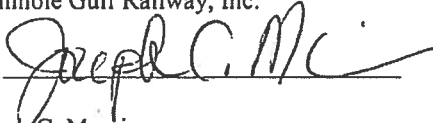
SEMINOLE GULF RAILWAY, L.P.

By its General Partner.

Seminole Gulf Railway, Inc.



By:



Joseph C. Macri
Controller

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

By: _____
Clerk of the Circuit Court

By: _____
Chairperson
Manatee County
Board of County Commissioners