

**JOINT USE AGREEMENT**

THIS JOINT USE AGREEMENT ("Agreement") is made and entered into on November 3, 2011, ("Closing Date"), by and between **CSX TRANSPORTATION, INC.**, a Virginia corporation, whose address is 500 Water Street, Jacksonville, Florida 32202 ("CSXT") and **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, whose address is Haydon Burns Building, 605 Suwannee Street, Tallahassee, Florida 32399-0450 ("State").

**RECITALS**

A. CSXT and State entered into that certain Contract for Sale and Purchase dated November 30, 2007, as has been and as may be amended, (the "Contract"), pertaining to the Central Florida Rail Corridor between DeLand, Florida and Poinciana, Florida, pursuant to which CSXT and State have, concurrently with the execution and delivery of this Agreement, completed the conveyance, assignment and transfer by CSXT to State of certain real and personal property for State's intended use of that property as a commuter rail system. The conveyance of the real property ("Subject Property") was made by the Deed from CSXT to State of even date herewith.

B. CSXT will retain and will continue to be the owner and holder of the sidetrack contracts, agreements, leases, licenses and easements listed in Exhibit A attached hereto and incorporated herein ("Reserved Intangibles").

C. CSXT will retain and will continue to be the owner and holder of the contracts, agreements, leases, licenses and easements with fiber optic occupants, or their successors and assigns, pertaining to fiber optic transmission systems located or to be located on the State Property that would extend onto property of CSXT north of Milepost A749.61, at or near DeLand, Florida and/or south of Milepost A813.82, at or near Poinciana, Florida listed in Exhibit B, attached hereto and incorporated herein or hereafter added to said Exhibit B by an addendum to this Agreement executed by the parties hereto ("Retained Joint Use Intangibles").

D. By Assignment of Transferred Intangibles of even date herewith from CSXT to State ("Assignment"), the terms of which are incorporated herein by this reference, CSXT is assigning and transferring to State certain contracts, agreements, leases, licenses, easements and other intangibles described therein (the "Transferred Intangibles").

E. The Assignment, through inadvertence, may fail to include, as Transferred Intangibles, certain existing contracts, agreements, leases, licenses and easements which are not with fiber optic occupants, or their successors and assigns, and which do not pertain to fiber optic transmission systems located or to be located on the State Property that would extend onto property of CSXT north of Milepost A749.61, at or near DeLand, Florida and/or south of Milepost A813.82, at or near Poinciana, Florida, but which pertain to a portion of the Subject Property ("Omitted Transferred Intangibles").

F. Exhibit B to this Agreement, through inadvertence, may fail to include, as Retained Joint Use Intangibles, certain existing contracts, agreements, leases, licenses and easements which are with fiber optic occupants, or their successors and assigns, pertaining to fiber optic transmission systems located or to be located on the State Property that would extend onto property of CSXT north of Milepost A749.61, at or near DeLand, Florida and/or south of

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Milepost A813.82, at or near Poinciana, Florida (any such omitted Retained Joint Use Intangibles are herein referred to as "Omitted Joint Use Intangibles").

**NOW, THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration exchanged between the parties, the receipt and sufficiency of which are hereby acknowledged, CSXT and State hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. Defined Terms. Except as defined herein, capitalized terms have the meanings assigned to such terms in accordance with the Central Florida Operating and Management Agreement by and between State and CSXT dated as of November 30, 2007, as has been and as may be amended ("CFOMA") and if not defined therein, then in the Contract.

3. Reserved Intangibles and Omitted Transferred Intangibles. From and after the Closing Date, CSXT shall pay to State, on a periodic basis, all amounts received by CSXT after the Closing Date under any of the Reserved Intangibles. From and after the Closing Date, CSXT shall pay to State, on a periodic basis, all amounts received by CSXT after the Closing Date under any of the Omitted Transferred Intangibles which State would have received had said Omitted Transferred Intangibles not been omitted, but said amounts shall not include any amounts accruing under any Omitted Transferred Intangibles assigned by CSXT to State pursuant to Section 10.04 of the Contract which accrues after any such assignment. CSXT shall bear any expense associated with such payments made under the terms of this paragraph.

4. Retained Joint Use Intangibles. From and after the Closing Date, CSXT shall pay to State, on a periodic basis, prorated amounts received by CSXT after the Closing under each Retained Joint Use Intangible on a per mile proration. For the purpose of calculating this proration, (a) the numerator of the fraction shall be the length of the area covered by the subject Retained Joint Use Intangible that lies within the Subject Property and (b) the denominator of the fraction shall be the total length of the area covered by the subject Retained Joint Use Intangible. For example, if a Retained Joint Use Intangible relates to 200 miles of rail corridor, and 60 miles of said rail corridor is contained within the Subject Property, CSXT shall deliver to State, on a periodic basis, 60/200 of the amounts received by CSXT relating to said Retained Joint Use Intangible and due after the Closing Date. Notwithstanding the foregoing, rental of less than Five Hundred and No/100 Dollars (\$500.00) per annum which would otherwise be prorated, may at the option of CSXT, be subject to a deferred proration in which other such rentals of less than Five Hundred and No/100 Dollars (\$500.00) per annum are bundled, in a manner which will allow a bundled proration of not less than \$10,000.00. CSXT shall bear any expense associated with each proration and payment made under the terms of this paragraph.

5. Omitted Joint Use Intangibles. From and after the Closing Date, CSXT shall pay to State, on a periodic basis, prorated amounts received by CSXT after the Closing under each Omitted Joint Use Intangible on a per mile proration, which State would have received had said Omitted Joint Use Intangible not been omitted as a Retained Joint Use Intangible listed on Exhibit B to this Agreement. For the purpose of calculating this proration, (a) the numerator of the fraction shall be the length of the area covered by the subject Omitted Joint Use Intangible that lies within the Subject Property and (b) the denominator of the fraction shall be the total

length of the area covered by the subject Omitted Joint Use Intangible. For example, if an Omitted Joint Use Intangible relates to 200 miles of rail corridor, and 60 miles of said rail corridor is contained within the Subject Property, CSXT shall deliver to State, on a periodic basis, 60/200 of the amounts received by CSXT relating to said Omitted Joint Use Intangible and due after the Closing Date. Notwithstanding the foregoing, rental of less than Five Hundred and No/100 Dollars (\$500.00) per annum which would otherwise be prorated, may at the option of CSXT, be subject to a deferred proration in which other such rentals of less than Five Hundred and No/100 Dollars (\$500.00) per annum are bundled, in a manner which will allow a bundled proration of not less than \$10,000.00. CSXT shall bear any expense associated with each proration and payment made under the terms of this paragraph.

6. Remittances. CSXT shall remit the amounts due to State not less frequently than quarterly. Each remittance shall include information sufficient to identify the Reserved Intangible, Omitted Transferred Intangible, Retained Joint Use Intangible, or Omitted Joint Use Intangible for which the remittance is being made and shall include the information sufficient to explain the payment and any proration, such as the amount of rental being prorated and the period of time for which the proration is being calculated. The remittances and calculations of prorations made pursuant to and in accordance with this Agreement shall not constitute or be construed as a representation or warranty of any kind regarding the quality, content or duration of the Reserved Intangible, Omitted Transferred Intangible, Retained Joint Use Intangible, or Omitted Joint Use Intangible for which the remittance or proration is made.

7. Additional Provisions as to Retained Joint Use Intangibles and Omitted Joint Use Intangibles as to the Subject Property. CSXT agrees that, as to any agreement between CSXT and the counterparty of CSXT (a "Fiber Optic Party") governing a Retained Joint Use Intangible and/or an Omitted Joint Use Intangible (collectively, the "JUI/OJUI"), as follows:

a. As used herein the term "Applicable Facility" or, if more than one, "Applicable Facilities" shall mean property of or installation or maintenance by the Fiber Optic Party under any JUI/OJUI within the Subject Property as permitted under, and governed by, any JUI/OJUI.

b. The parties acknowledge their respective rights and obligations under the Contract, the Deed and the Ancillary Agreements (collectively, the "Primary Agreements"), with respect to the renewal, modification, alteration, amendment or termination of any Transferred Intangible and any JUI/OJUI and agree that nothing in this Agreement is intended to be, nor will be interpreted to be, in conflict with or supersede any Primary Agreement. Without prejudice to those rights and obligations, as State will be the fee simple owner of the Subject Property from and after the Closing Date, for the administrative convenience of CSXT, State and the Fiber Optic Parties, it is the desire of CSXT and State that to the extent practicable, communications, approvals, consents, requests and other actions pertaining to certain matters be handled directly between State and the Fiber Optic Party. Said matters (the "Fee Owner Matters") are those matters listed below, which arise under any JUI/OJUI and pertain to all or any portion of the Subject Property and/or any Applicable Facility:

(i) the right of entrance onto any portion of the Subject Property (the "Right of Entry");

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(ii) the location of a new facility or property of a Fiber Optic Party within any portion of the Subject Property (a "New Applicable Facility");

(iii) any change, alteration, relocation, or removal of any Fiber Optic Party facilities at the instance or request of the Fiber Optic Party (a "Fiber Optic Party Initiated Applicable Facility Relocation/Change"); or

(iv) any change, alteration, relocation, or removal of any Fiber Optic Party facilities at the instance or request of the State (a "State Initiated Applicable Facility Relocation/Change").

c. On or as soon after the Closing Date as is feasible, CSXT shall send the Fiber Optic Parties a Notice to Fiber Optic Party of Change of Ownership and Administration of the SunRail Corridor, a copy of which is attached hereto as Exhibit C, which is hereby incorporated herein.

d. The parties agree that it would be more efficient for State to resolve all Right of Entry requests pertaining to a JUI/OJUI. In addition, should CSXT receive a Fiber Optic Party request to CSXT under a JUI/OJUI for any approval, consent or action pertaining to a Fee Owner Matter, not copied to State, then within twenty-four hours after receipt, in the case of such a communication as to a Right of Entry, and with reasonable diligence not to exceed three calendar days (excluding Saturday, Sundays and holidays on which CSXT's administrative offices are closed), CSXT will forward such received communications to State.

e. Should any Fiber Optic Party refuse to cooperate with State as to any Fee Owner Matter, then upon the written request of State to CSXT setting forth the specific Fee Owner Matter involved and the JUI/OJUI provision entitling CSXT to take the requested action, CSXT shall meet with State and Fiber Optic Party in an effort to resolve any disagreements regarding any matter arising under any JUI/OJUI. In the event such meeting does not result in a satisfactory resolution of the issue presented, State and CSXT shall jointly develop a responsive protocol or protocols to apply to State and the Fiber Optic Party on that issue that addresses the issue in a manner that is fully consistent with the entire terms of the agreement with the Fiber Optic Party as well as the use of the State Property by State and CSXT for the purposes described in the CFOMA. However, this process shall not be construed to deprive either party of its authority to assert the power of eminent domain, in its sole discretion.

f. In furtherance of the protocols to be developed by State and CSXT under subsection e, CSXT will cooperate with State with respect to the exercise by CSXT of all rights provided to CSXT under any JUI/OJUI for the benefit of FDOT. In the event the protocols jointly developed by CSXT and State under subsection e result in litigation or arbitration, the expense of such cooperation, including attorneys' fees and costs, shall be at State's sole cost and expense. In connection with any such litigation or arbitration, State shall have the right to select a law firm subject to the reasonable approval of CSXT, such approval not to be unreasonably withheld or delayed. In the event of any disagreement between CSXT and State concerning the meaning of CSXT's reasonable cooperation under this Agreement, the matter shall be resolved pursuant to the dispute resolution and arbitration provisions of CFOMA.

g. Any cost or expense of a State Initiated Applicable Facility Relocation/Change shall be the expense of the Fiber Optic Party if so provided in the subject JUI/OJUI and otherwise it shall be at the cost and expense of the State unless negotiated otherwise between Fiber Optic Party and the State. In no event shall any such State Initiated Applicable Facility Relocation/Change be the expense of CSXT.

h. To the extent any JUI/OJUI or Transferred Intangible allows CSXT or State, respectively, to initiate an amendment to the JUI/OJUI or Transferred Intangible, or contains an option or right to renew the same, or allows either party the right to consent or withhold consent to the option or right of the Fiber Optic Party to renew the same, CSXT or State, as the case may be, shall, upon such notice as is reasonable under the circumstances, consult with the other party in advance of doing so, provided, however, that nothing herein shall be interpreted to require either party to obtain the other party's consent to any such amendment or renewal if the same is permissible without such consent of the other party under the Primary Agreements.

i. To the extent CSXT has the right or is obligated to undertake or participate in any inspections of any Applicable Facility under any provision of any JUI/OJUI and does so, CSXT shall, subject to the confidentiality limitation in subsection m, give State written notice that it has done so, which notice shall contain a list of the inspection results documents and documentation. If within fifteen (15) days after the giving of said written notice, State sends CSXT a written request for copies thereof, CSXT shall provide said copies to State, at State's expense, within thirty (30) days after receipt of said written request.

j. To the extent an occupancy agreement, supplemental agreement, permit or application and letter approving said application are hereafter executed or entered into by CSXT approving or providing for an Applicable Facility not now existing, CSXT shall, at State's expense, and subject to the confidentiality limitation in subsection m below, provide State with a copy thereof and all exhibits thereto and pertinent ancillary documents.

k. To the extent CSXT hereafter receives construction plans and/or as-built drawings under the provisions of any JUI/OJUI pertaining to any Applicable Facility, CSXT shall, and subject to the confidentiality limitation in subsection m below, give State written notice that it has received the same, which notice shall contain a list of said plans and/or drawings. If within fifteen (15) days after the giving of said written notice, State sends CSXT a written request for copies thereof, CSXT shall provide said copies to State, at State's expense, within thirty (30) days after receipt of said written request.

l. To the extent any JUI/OJUI requires the Fiber Optic Party to provide insurance with CSXT as an additional insured or named insured, CSXT shall, upon written request from State from time to time, make a written request upon the Fiber Optic Party to add State as an additional insured, provided, however, that any obligation by CSXT to compel the Fiber Optic Party to do so shall be subject to subsection f, and will provide State, at State's expense, and subject to the confidentiality limitation in subsection m below, with copies of all certificates of insurance and/or copies of all policies furnished to CSXT by the Fiber Optic Party.

m. To the extent the information, documents and items described in subsection j, k, and l above, are subject to any applicable confidentiality provisions under any JUI/OJUI which may prevent or limit what can be properly provided under said subsections and if, upon written

request by CSXT, State fails to provide reasonable assurances to CSXT that the then current law of the State of Florida would enable State to keep such information confidential to the extent so provided in the subject JUI/OJUI, CSXT shall be excused from the obligation to provide the information documents and items described under subsections j, k, and l above if CSXT shall make a written request to the Fiber Optic Party to waive the confidentiality provisions as to such matters and, if the Fiber Optic Party refuses to do so, but only to the extent such information, documents and items are so prevented or limited from disclosure by such confidentiality provisions.

8. Outdoor Advertising Facilities Agreement. On the Closing Date, CSXT, CSX Realty Development, LLC, a Georgia limited liability company ("CSXRD"), and The Atlantic Land and Improvement Company, a Virginia corporation ("ALI" and collectively, "CSX") and State have entered into an Outdoor Advertising Facilities Agreement (the "OAF Agreement") which provides that for said agreement to be effective, CBS Outdoor, Inc. shall execute the Joinder thereto consenting to the OAF Agreement and releasing CSX and the CSX Parties described therein from any and all obligations as to the Transfer Agreements, or Assignments of Licenses with respect to the Applicable Facilities, all as such latter three terms are defined in the OAF Agreement (the "CBS Consent and Release"). Should the CBS Consent and Release not be obtained within sixty (60) days after the Closing Date, then the said Transfer Agreements and Assignments of Licenses shall become Retained Joint Use Intangibles under this Agreement and the parties shall, in good faith, negotiate a Supplement to this Agreement which will tailor the application of this Agreement thereto including, but not by way of limitation, Section 7 hereof so said agreements shall be treated similarly to the JUI/OJUI's to the extent appropriate. Provided however, such supplement shall provide that as to any rights or benefits of the Easements and New Assets Easements, as defined in the OAF Agreement, and as applicable to the Subject Property, such rights and benefits and the matters within the scope thereof are to be Fee Owner Matters under this Agreement and treated as such.

9. Notice of Florida Statute. Notwithstanding any other provision hereof, this Agreement is subject to the provisions of Section 339.135 (6) (a), Florida Statutes, to wit:

"The department [Florida Department of Transportation], during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

10. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

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11. Future Cooperation. CSXT and State agree to cooperate as necessary to complete this Agreement, including without limitation, confirmation and delivery of information needed to accurately and completely calculate any proration required under the terms of this Agreement. Neither party shall be liable to the other for any expense associated with such future cooperation.

12. No Recording. This Agreement shall not be recorded.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in their names by their proper officers, agents or representatives thereunto duly authorized as of the day and year first above written.

**CSXT**

**CSX TRANSPORTATION, INC.,**  
a Virginia corporation

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

Print Name: Stephen A. Crosby

Title: President, CSX Real Property, Inc.,  
as Agent for CSX Transportation, Inc.

[signature page of Joint Use Agreement]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names by their proper officers, agents or representatives thereunto duly authorized as of the day and year first above written.

STATE

STATE OF FLORIDA, DEPARTMENT OF  
TRANSPORTATION



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

Signature

Print Name: Ananth Prasad, P.E.

Title: Secretary

LEGAL REVIEW

Special Counsel



[signature page of Joint Use Agreement]

**EXHIBIT A –RESERVED INTANGIBLES**

The list of Reserved Intangibles attached to this Exhibit A is incorporated into this Exhibit by reference thereto.

# EXHIBIT A RESERVED INTANGIBLES

CLOSING  
EDITION

A	B	C	D	E	F	G	H	I	J	K	L	M
CONTRACT	NAME	DATE	STATUS	USE CODE	CONVERT MILEPOST	TO EASE	TYPE	AMOUNT	TERM	#DAYS	ACTION	IMAGE
1	ACL 007033 TRK	JAMES E STRATES SHOWS INC	06/27/57	A	98	A 799.09	N	SIDETRACK	LT		NO ASSIGN-RESERVE	Y
2	ACL 007168	INLAND PAPERBOARD AND PACKAGING	09/30/55	A	98	A 795.30	N	SIDETRACK	LT		NO ASSIGN-RESERVE	Y
3	ACL 007815	HOWARD FERTILIZER CO INC	08/19/65	A	98	A 797.81	N	SIDETRACK	TW	30	NO ASSIGN-RESERVE	Y
4	ACL 012929	MAITLAND CHAMBER OF COMMERCE	09/08/58	A	UN	A 784.30	N	REAL ESTATE - SIGNBOARD	LT		NO ASSIGN-RESERVE	Y
5	ACL S02005	BELLSOUTH TELECOMMUNICATIONS INC	12/27/28	A	UN	A 763.18	N	REAL ESTATE - SIGNBOARD	LT		NO ASSIGN-RESERVE	Y
6	ACL 06836	UNITED STATES OF AMERICA	10/04/54	A		796	N	SIDETRACK	TW	60	NO ASSIGN-RESERVE	Y
7	CSX 001047	REGENCY INDUSTRIAL PARK INC	04/01/87	A	98	A 799.65	N	SIDETRACK - CASH & REFUND	TW	60	NO ASSIGN-RESERVE	Y
8	CSX 003430	CONRAD YELVINGTON DISTRIBUTORS INC	02/26/87	A	98	A 791.94	N	SIDETRACK	TW	30	NO ASSIGN-RESERVE	Y
9	CSX 003449	AIRPORT INDUSTRIAL PARK AT ORLANDO INC	07/01/87	A	98	A 798.82	N	SIDETRACK - CASH & REFUND	LT		NO ASSIGN-RESERVE	Y
10	CSX 003449	CITY NATIONAL BANK OF FLORIDA	07/01/87	A	98	A 798.82	N	SIDETRACK - CASH & REFUND	LT		NO ASSIGN-RESERVE	Y
11	CSX 003449	CITY NATIONAL BANK OF FLORIDA	07/01/87	A	98	A 798.82	N	SIDETRACK - CASH & REFUND	LT		NO ASSIGN-RESERVE	Y
12	CSX 003449	CITY NATIONAL BANK OF FLORIDA	07/01/87	A	98	A 798.82	N	SIDETRACK - CASH & REFUND	LT		NO ASSIGN-RESERVE	Y
13	CSX 003449	CITY NATIONAL BANK OF FLORIDA	07/01/87	A	98	A 798.82	N	SIDETRACK - CASH & REFUND	LT		NO ASSIGN-RESERVE	Y
14	CSX 003449	CITY NATIONAL BANK OF FLORIDA	07/01/87	A	98	A 798.82	N	SIDETRACK - CASH & REFUND	LT		NO ASSIGN-RESERVE	Y
15	CSX 003449	CITY NATIONAL BANK OF FLORIDA	07/01/87	A	98	A 798.82	N	SIDETRACK - CASH & REFUND	LT		NO ASSIGN-RESERVE	Y
16	CSX 003449	CITY NATIONAL BANK OF FLORIDA	07/01/87	A	98	A 798.82	N	SIDETRACK - CASH & REFUND	LT		NO ASSIGN-RESERVE	Y
17	CSX 003449	CITY NATIONAL BANK OF FLORIDA	07/01/87	A	98	A 798.82	N	SIDETRACK - CASH & REFUND	LT		NO ASSIGN-RESERVE	Y
18	CSX 003449	CITY NATIONAL BANK OF FLORIDA	07/01/87	A	98	A 798.82	N	SIDETRACK - CASH & REFUND	LT		NO ASSIGN-RESERVE	Y
19	CSX 003449	CITY NATIONAL BANK OF FLORIDA	07/01/87	A	98	A 798.82	N	SIDETRACK - CASH & REFUND	LT		NO ASSIGN-RESERVE	Y
20	CSX 003449	CITY NATIONAL BANK OF FLORIDA	07/01/87	A	98	A 798.82	N	SIDETRACK - CASH & REFUND	LT		NO ASSIGN-RESERVE	Y
21	CSX 003449	CITY NATIONAL BANK OF FLORIDA	07/01/87	A	98	A 798.82	N	SIDETRACK - CASH & REFUND	LT		NO ASSIGN-RESERVE	Y
22	CSX 003449	CITY NATIONAL BANK OF FLORIDA	07/01/87	A	98	A 798.82	N	SIDETRACK - CASH & REFUND	LT		NO ASSIGN-RESERVE	Y
23	CSX 003449	CITY NATIONAL BANK OF FLORIDA	07/01/87	A	98	A 798.82	N	SIDETRACK - CASH & REFUND	LT		NO ASSIGN-RESERVE	Y
24	CSX 003449	CITY NATIONAL BANK OF FLORIDA	07/01/87	A	98	A 798.82	N	SIDETRACK - CASH & REFUND	LT		NO ASSIGN-RESERVE	Y
25	CSX 003449	CITY NATIONAL BANK OF FLORIDA	07/01/87	A	98	A 798.82	N	SIDETRACK - CASH & REFUND	LT		NO ASSIGN-RESERVE	Y
26	CSX 003475	EWING IRRIGATION PRODUCTS	07/15/87	A	91	A 805.92	N	SIDETRACK - CONNECTION FEE	TW	30	NO ASSIGN-RESERVE	Y
27	CSX 007410	CONRAD YELVINGTON INC	10/19/88	A	32	A 791.50	N	OPERATING AGREEMENT	TW	30	NO ASSIGN-RESERVE	Y

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CONTRACT	NAME	DATE	STATUS	USE CODE	CONVERT MILEPOST	TO EASE	TYPE	AMOUNT	TERM	#DAYS	ACTION	IMAGE
1												
29												
30	CONRAD YEL VINGTON DISTRIBUTORS INC	10/20/88	A	32	A 790.86	N	OPERATING AGREEMENT	\$11,655.00	TW	90	NO ASSIGN-RESERVE	Y
31												
32	CONRAD YEL VINGTON DISTRIBUTORS INC	10/20/88	A	32	A 790.90	N	OPERATING AGREEMENT	\$11,655.00	TW	90	NO ASSIGN-RESERVE	Y
33												
34	CONRAD YEL VINGTON DISTRIBUTORS INC	10/20/88	A	32	A 790.9	N	OPERATING AGREEMENT	\$11,655.00	TW	90	NO ASSIGN-RESERVE	Y
35												
36	SOUTHGATE PROPERTIES LLLP	11/15/88	A	98	A 793.15	N	SIDETRACK		TW	30	NO ASSIGN-RESERVE	Y
37												
38	SOUTHERN WAREHOUSE DISTRIBUTION	11/15/88	A		792.4	N	SIDETRACK		TW	30	NO ASSIGN-RESERVE	Y
39												
40	MACOB INC	08/23/88	A		805	N	SIDETRACK	\$6,000.00	TW	30	NO ASSIGN-RESERVE	Y
41												
42	MICHIGAN PROPERTIES LLLP	06/16/89	A	98	A 792.27	N	SIDETRACK		TW	30	NO ASSIGN-RESERVE	Y
43												
44	CKS RIGAL PLASTICS IV	06/16/89	A	98	A 792.27	N	SIDETRACK - USER		TW	30	NO ASSIGN-RESERVE	Y
45												
46	EVERGREEN SWEETENERS INC	11/12/91	A	20	A 765.28	N	TRACK LEASE - STORAGE ONLY	\$10,530.00	TW	30	NO ASSIGN-RESERVE	Y
47												
48	ADVANCED DRAINAGE SYSTEM	04/12/93	A		797.9	N	SIDETRACK		TW (IF 5 YRS PAST IN SERV DATE)	30	NO ASSIGN-RESERVED	Y
49												
50	ADVANCED DRAINAGE SYSTEM	04/12/93	A		797.9	N	SIDETRACK		TW (IF 5 YRS PAST IN SERV DATE)	30	NO ASSIGN-RESERVED	Y
51												
52	EQUITY INDUSTRIAL LP IV	06/11/96	A	98	A 798.85	N	SIDETRACK		TW	30	NO ASSIGN-RESERVE	Y
53												

# EXHIBIT A RESERVED INTANGIBLES

CLOSING  
EDITION

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1	CONTRACT	NAME	DATE	STATUS	USE CODE	CONVERT MILEPOST	TO EASE	TYPE	AMOUNT	TERM	#DAYS	ACTION	IMAGE
54	CSX 034444	CONRAD YEL VINGTON DISTRIBUTORS INC	02/17/99	A	98	A 749.99	N	BILL OF SALE		LT		NO ASSIGN- RESERVE	Y
55													
56	CSX 035718	SOUTHGATE PROPERTIES LLP	05/24/99	A	98	A 792.77	N	SIDETRACK - TRAFFIC GUARANTEE		TW	30	NO ASSIGN- RESERVE	Y
57													
58	CSX 042312	CARL D. JOHNSON	10/10/01	H	91	A 794.81	N	SIDETRACK		TW	30	NO ASSIGN- RESERVE	Y
59													
60	CSX 043611	CONRAD YEL VINGTON DISTRIBUTORS INC	06/01/02	A	91	A 766.11	N	SIDETRACK		TW	30	NO ASSIGN- RESERVE	Y
61													
62	CSX 043977	CONRAD YEL VINGTON DISTRIBUTORS INC	06/01/02	A	91	A 766.11	N	BILL OF SALE		LT		NO ASSIGN- RESERVE	Y
63													
64	CSX 043988	FLORIDA ROCK INDUSTRIES INC	08/22/02	A	94	A 807.95	N	BILL OF SALE		LT		NO ASSIGN- RESERVE	Y
65													
66	CSX 044621	CONRAD YEL VINGTON DISTRIBUTORS INC	02/01/03	A	98	A 765.66	N	TRACK LEASE - SWITCHING		LT		NO ASSIGN- RESERVE	Y
67													
68	CSX 046448	COX LUMBER	11/01/03	A		A 764.02	N	SIDETRACK - USER		TW	30	NO ASSIGN- RESERVE	Y
69													
70	CSX 047258	PIERCE HARDY LP	05/28/04	A	91	A 749.85	N	SIDETRACK		TW	30	NO ASSIGN- RESERVE	Y
71													
72	CSX 047258 001	84 LUMBER CO	05/28/04	A	98	A 749.85	N	SIDETRACK - USER		TW	30	NO ASSIGN- RESERVE	Y
73													
74	CSX 047819	CONRAD YEL VINGTON DISTRIBUTORS INC	10/13/04	A	98	A 749.73	N	BILL OF SALE		LT		NO ASSIGN- RESERVE	Y
75													
76	CSX 047820	CONRAD YEL VINGTON DISTRIBUTORS INC	10/14/04	A	91	A 749.64	N	SIDETRACK		TW	30	NO ASSIGN- RESERVE	Y
77													
78	CSX 048040	CONRAD YEL VINGTON DISTRIBUTORS INC	01/12/05	A	98	A 760.46	N	BILL OF SALE		LT		NO ASSIGN- RESERVE	Y
79													
80	CSX 048041	CONRAD YEL VINGTON DISTRIBUTORS INC	01/13/05	A	95	A 760.43	N	SIDETRACK		TW	30	NO ASSIGN- RESERVE	Y
81													

# **EXHIBIT A** **RESERVED INTANGIBLES**

**CLOSING  
EDITION**

	A	B	C	D	E	F	G	H	I	J	K	L	M
	CONTRACT	NAME	DATE	STATUS	USE CODE	CONVERT MILEPOST	TO EASE	TYPE	AMOUNT	TERM	#DAYS	ACTION	IMAGE
1													
82	CSX 048232	CONRAD YEL VINGTON DISTRIBUTORS INC	01/13/05	A	32	A 760.24	N	TRACK LEASE - SWITCHING	\$1.00	TW	30	NO ASSIGN- RESERVE	Y
83													
84	CSX 048232	CONRAD YEL VINGTON DISTRIBUTORS INC	01/13/05	A	32	A 760.43	N	TRACK LEASE - SWITCHING	\$1.00	TW	30	NO ASSIGN- RESERVE	Y
85													
86	CSX 048232	CONRAD YEL VINGTON DISTRIBUTORS INC	01/13/05	A	32	A 761.17	N	TRACK LEASE - SWITCHING	\$1.00	TW	30	NO ASSIGN- RESERVE	Y
87													
88	CSX 056841	CORRIDOR MATERIALS LLC	06/05/07	A	93	A 798.78	N	SIDETRACK	\$10,371.00	TW	30	NO ASSIGN- RESERVE	Y
89													
90	CSX 056841	CORRIDOR MATERIALS LLC	06/05/07	A	93	A 799.29	N	SIDETRACK	\$10,371.00	TW	30	NO ASSIGN- RESERVE	Y
91													
92	CSX 056942	CORNERSTONE LOGISTICS CENTRE OWNERS ASSOC	03/16/07	A	91	A 801.98	N	SIDETRACK		TW	30	NO ASSIGN- RESERVE	Y
93													
94	CSX 056942 001	WHIRLPOOL CORP	03/16/07	A	98	A 801.98	N	SIDETRACK - USER		TW	30	NO ASSIGN- RESERVE	Y
95													
96	SAL010044	ORLANDO WATER & LIGHT COMPANY	01/26/18	A		A 789.00	N	SIDETRACK - USER		LT		NO ASSIGN- RESERVE	Y
97													
98	SAL 014120	BAYLARIAN J	05/26/25	A	UN	ST 814.48	N	SIDETRACK		LT		NO ASSIGN- RESERVE	Y
99													
100	SBD 003283	ORLANDO UTILITIES COMMISSION	04/12/84	A	98	A 799.70	N	CROSSING - PUBLIC ROADWAY		TW	30	NO ASSIGN- RESERVE	Y
101													
102	SBD 003499	STRATES HOLDING CORP	04/17/84	A	UN	A 799.09	N	BILL OF SALE		LT		NO ASSIGN- RESERVE	Y
103													
104	SBD 004200	STRATES HOLDING CORP	04/18/84	A	98	A 799.09	N	SIDETRACK		TW	30	NO ASSIGN- RESERVE	Y
105													
106	SCL 006167	SAMS LG GAS CO	06/01/70	A	98	A 797.13	N	SIDETRACK		LT		NO ASSIGN- RESERVE	Y
107													
108	SCL 008384	SEWELL PLASTICS INC	03/11/71	A	98	A 796.07	N	SIDETRACK		TW	30	NO ASSIGN- RESERVE	Y
109													
110	SCL 010524	OCCIDENTAL CHEMICAL CORP	01/27/72	A	98	A 765.61	N	SIDETRACK		TW	30	NO ASSIGN- RESERVE	Y
111													
112	SCL 012572	WAYNE DENSCHE INC.	12/02/70	A		A 793	N	SIDETRACK - USER		TW	30	NO ASSIGN- RESERVE	Y

# **EXHIBIT A** **RESERVED INTANGIBLES**

**CLOSING  
EDITION**

A	B	C	D	E	F	G	H	I	J	K	L	M
CONTRACT	NAME	DATE	STATUS	USE CODE	CONVERT MILEPOST	TO EASE	TYPE	AMOUNT	TERM	#DAYS	ACTION	IMAGE
113												
114	SCL 022585	03/05/76	A	98	A 796.72	N	SIDETRACK - RAIL & OTM	\$988.00	TW	30	NO ASSIGN- RESERVE	Y
115	SCL 026744	09/06/78	A		A 813	N	SIDETRACK - USER		TW	30	NO ASSIGN- RESERVE	Y
116												
117												
118	SCL 030250	12/10/79	A	98	A 796.21	N	SIDETRACK		TW	30	NO ASSIGN- RESERVE	Y
119												
120	SCL 031044	03/19/80	A	98	A 796.62	N	SIDETRACK		TW	30	NO ASSIGN- RESERVE	Y
121												

**EXHIBIT B –RETAINED JOINT USE INTANGIBLES**

The list of Retained Joint Use Intangibles attached to this Exhibit B is incorporated into this Exhibit by reference thereto.



# EXHIBIT B RETAINED JOINT USE INTANGIBLES

CLOSING  
EDITION

A	B	C	D	E	F	G	H	I	J	K	L	M
CONTRACT	NAME	DATE	STATUS	USE CODE	CONVERT MILEPOST	TO EASE	TYPE	AMOUNT	TERM	#DAYS	ACTION	IMAGE
1	VERIZON (F/K/A INTERMEDIA COM& MCI METRO ACCESS TRANS. SERV.)	08/11/88	A	EN	A788	N	MASTER FIBER		LT		NO ASSIGN- RETAINED JOINT USE INTANGIBLE	Y REDACT ED
2												
3												
4	CSX 007249	05/01/86	A	EN	A798.75- A829.0	N	GENERAL AGREEMENT- FIBER		LT		NO ASSIGN- RETAINED JOINT USE INTANGIBLE	Y REDACT ED
5												
6	CSX 007249	09/02/02	A	EN	A 803.68	N	FIBER		LT		NO ASSIGN- RETAINED JOINT USE INTANGIBLE	Y REDACT ED
7												
8	CSX 008777	04/03/89	A	EN	A651-A814.1	N	MASTER FIBER		LT		NO ASSIGN- RETAINED JOINT USE INTANGIBLE	Y REDACT ED
9												
10	CSX 028095	09/20/94	A	EN	VARIOUS	N	LONGITUDINAL- FIBER OPTIC GENERAL AGREEMENT		LT		NO ASSIGN- RETAINED JOINT USE INTANGIBLE	Y REDACT ED
11												
12	CSX 028095	04/20/04	A	EN	A 789.87	N	FIBER OPTIC- TELECOM/DAT A PUBLIC R/W		LT		NO ASSIGN- RETAINED JOINT USE INTANGIBLE	Y
13												
14	CSX 028095	04/20/04	A	EN	A 784.34	N	FIBER OPTIC- TELECOM/DAT A PUBLIC R/W		LT		NO ASSIGN- RETAINED JOINT USE INTANGIBLE	Y
15												
16	CSX028095	11/01/97	A	EN	A780.14- A782.24	N	FIBER OPTIC- TELECOM		LT		NO ASSIGN- RETAINED JOINT USE INTANGIBLE	Y
17												
18	CSX028095	11/01/97	A	EN	A782.24- A790.82	N	FIBER OPTIC- TELECOM		LT		NO ASSIGN- RETAINED JOINT USE INTANGIBLE	Y
19												
20	CSX031139		A	EN		N	LONGITUDINAL- FIBER OPTIC GENERAL AGREEMENT		LT		NO ASSIGN- RETAINED JOINT USE INTANGIBLE	Y
21												
22	CSX 032457	07/01/98	A	EN	A 790-A814.1	N	GENERAL AGREEMENT- FIBER OPTIC TELECOM		LT		NO ASSIGN- RETAINED JOINT USE INTANGIBLE	Y REDACT ED
23												

# EXHIBIT B RETAINED JOINT USE INTANGIBLES

CLOSING  
EDITION

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	CONTRACT	NAME	DATE	STATUS	USE CODE	CONVERT MILEPOST	TO LEASE	TYPE	AMOUNT	TERM	#DAYS	ACTION	IMAGE
24	CSX 037469	LEVEL 3 COMMUNICATIONS LLC (F/K/A WILTEL COMM LLC F/K/A WILLIAMS COMM.)	01/01/97	A	EN	VARIOUS BETWEEN A 773.07 & A 804.18	N	GENERAL AGREEMENT- FIBER OPTIC TELECOM		LT		NO ASSIGN- RETAINED JOINT USE INTANGIBLE	Y
25	CSX 037469	LEVEL 3 COMMUNICATIONS, LLC	06/22/10	A	EN	A 783.85	N	FIBER OPTIC- TELECOM/DAT A PUBLIC RW		LT		NO ASSIGN- RETAINED JOINT USE INTANGIBLE	Y
26	CSX 037469	LEVEL 3 COMMUNICATIONS LLC											
27	CSX 037469	LEVEL 3 COMMUNICATIONS LLC	01/01/97	A	EN	A 773.07-A 857.03	N	LOCATION PERMIT-FIBER OPTIC TELECOM		LT		NO ASSIGN- RETAINED JOINT USE INTANGIBLE	Y
28	CSX 037469	LEVEL 3 COMMUNICATIONS LLC											
29	CSX 037469	LEVEL 3 COMMUNICATIONS LLC	01/01/97	A	EN	A 782.25- A 804.18	N	LOCATION PERMIT-FIBER OPTIC TELECOM		LT		NO ASSIGN- RETAINED JOINT USE INTANGIBLE	Y
30	CSX 037469	LEVEL 3 COMMUNICATIONS LLC											
31	CSX 037469	LEVEL 3 COMMUNICATIONS LLC	01/01/97	A	EN	A 773.35- A 782.25	N	LOCATION PERMIT-FIBER OPTIC TELECOM		LT		NO ASSIGN- RETAINED JOINT USE INTANGIBLE	Y
32	CSX 037471	LEVEL 3 COMM. LLC (F/K/A WILTEL COMM LLC F/K/A WILLIAMS COMM.)	01/01/97	A	EN	A 773.35-A 798.75	N	GENERAL AGREEMENT- FIBER OPTIC TELECOM		LT		NO ASSIGN- RETAINED JOINT USE INTANGIBLE	Y
33	CSX 037471	LEVEL 3 COMM. LLC (F/K/A WILTEL COMM LLC F/K/A WILLIAMS COMM.)	01/01/97	A	EN	A 773.35-A 798.75	N	GENERAL AGREEMENT- FIBER OPTIC TELECOM		LT		NO ASSIGN- RETAINED JOINT USE INTANGIBLE	Y
34	CSX 037471	LEVEL 3 COMM. LLC (F/K/A WILTEL COMM LLC F/K/A WILLIAMS COMM.)	01/01/97	A	EN	A 773.35-A 798.75	N	GENERAL AGREEMENT- FIBER OPTIC TELECOM		LT		NO ASSIGN- RETAINED JOINT USE INTANGIBLE	Y
35	CSX 037471	LEVEL 3 COMM. LLC (F/K/A WILTEL COMM LLC F/K/A WILLIAMS COMM.)	01/01/97	A	EN	A 773.35-A 798.75	N	GENERAL AGREEMENT- FIBER OPTIC TELECOM		LT		NO ASSIGN- RETAINED JOINT USE INTANGIBLE	Y
36	CSX 037471	LEVEL 3 COMM. LLC (F/K/A WILTEL COMM LLC F/K/A WILLIAMS COMM.)	01/01/97	A	EN	A 773.35-A 798.75	N	GENERAL AGREEMENT- FIBER OPTIC TELECOM		LT		NO ASSIGN- RETAINED JOINT USE INTANGIBLE	Y
37	CSX 037471	LEVEL 3 COMM. LLC (F/K/A WILTEL COMM LLC F/K/A WILLIAMS COMM.)	01/01/97	A	EN	A 773.35-A 798.75	N	GENERAL AGREEMENT- FIBER OPTIC TELECOM		LT		NO ASSIGN- RETAINED JOINT USE INTANGIBLE	Y
38	CSX 037471	LEVEL 3 COMM. LLC (F/K/A WILTEL COMM LLC F/K/A WILLIAMS COMM.)	01/01/97	A	EN	A 773.35-A 798.75	N	GENERAL AGREEMENT- FIBER OPTIC TELECOM		LT		NO ASSIGN- RETAINED JOINT USE INTANGIBLE	Y
39	CSX 037471	LEVEL 3 COMM. LLC (F/K/A WILTEL COMM LLC F/K/A WILLIAMS COMM.)	01/01/97	A	EN	A 773.35-A 798.75	N	GENERAL AGREEMENT- FIBER OPTIC TELECOM		LT		NO ASSIGN- RETAINED JOINT USE INTANGIBLE	Y
40	CSX 037471	LEVEL 3 COMM. LLC (F/K/A WILTEL COMM LLC F/K/A WILLIAMS COMM.)	01/01/97	A	EN	A 773.35-A 798.75	N	GENERAL AGREEMENT- FIBER OPTIC TELECOM		LT		NO ASSIGN- RETAINED JOINT USE INTANGIBLE	Y
41	CSX 037471	LEVEL 3 COMM. LLC (F/K/A WILTEL COMM LLC F/K/A WILLIAMS COMM.)	01/01/97	A	EN	A 773.35-A 798.75	N	GENERAL AGREEMENT- FIBER OPTIC TELECOM		LT		NO ASSIGN- RETAINED JOINT USE INTANGIBLE	Y
42	CSX 037471	LEVEL 3 COMM. LLC (F/K/A WILTEL COMM LLC F/K/A WILLIAMS COMM.)	01/01/97	A	EN	A 773.35-A 798.75	N	GENERAL AGREEMENT- FIBER OPTIC TELECOM		LT		NO ASSIGN- RETAINED JOINT USE INTANGIBLE	Y
43	CSX 037471	LEVEL 3 COMM. LLC (F/K/A WILTEL COMM LLC F/K/A WILLIAMS COMM.)	01/01/97	A	EN	A 773.35-A 798.75	N	GENERAL AGREEMENT- FIBER OPTIC TELECOM		LT		NO ASSIGN- RETAINED JOINT USE INTANGIBLE	Y

# EXHIBIT B RETAINED JOINT USE INTANGIBLES

CLOSING  
EDITION

	A	B	C	D	E	F	G	H	I	J	K	L	M
	CONTRACT	NAME	DATE	STATUS	USE CODE	CONVERT MILEPOST	TO EASE	TYPE	AMOUNT	TERM	#DAYS	ACTION	IMAGE
1													
44	CSX 037471 014	PROGRESS TELECOM LLC		A	EN	A 789.73	N	FIBER OPTIC- TELECOM/DAT A PUBLIC R/W		LT		NO ASSIGN- RETAINED JOINT USE INTANGIBLE	Y
45			01/19/01										
46	CSX 037471 015	PROGRESS TELECOM LLC		A	EN	A 789.62	N	FIBER OPTIC- TELECOM/DAT A-LONGITUDINAL		LT		NO ASSIGN- RETAINED JOINT USE INTANGIBLE	Y
47			01/19/01										
48	CSX 037471 020	PROGRESS TELECOM LLC	04/24/01	A	EN	A 789.62	N	MISC ENCROACHMENT - POLE/ANCHOR/CUY		LT		NO ASSIGN- RETAINED JOINT USE INTANGIBLE	Y
49													
50	SBD 007426	US SPRINT COMMUNICATIONS CO LP	03/31/85	A	EN		N	GENERAL AGREEMENT COM CABLE LONGITUDINAL		LT		NO ASSIGN- RETAINED JOINT USE INTANGIBLE	
51													
52	SBD 007426 032	US SPRINT COMMUNICATIONS CO LP	12/06/90	A	EN	A 789.62- A 790.29	N	COMM CABLE LONGITUDINAL		LT		NO ASSIGN- RETAINED JOINT USE INTANGIBLE ORANGE CTY: ORB 4282 PG 2967	Y

**EXHIBIT C –NOTICE TO FIBER OPTIC PARTY OF CHANGE OF  
OWNERSHIP AND ADMINISTRATION OF THE SUNRAIL CORRIDOR**

Notice to Fiber Optic Party of Change of Ownership and Administration of the SunRail Corridor attached to this Exhibit C is incorporated into this Exhibit by reference thereto.

November 3, 2011

NOTICE TO FIBER OPTIC PARTY OF CHANGE IN OWNERSHIP AND  
ADMINISTRATION OF SUNRAIL CORRIDOR

On November 3, 2011 (the "Closing Date"), CSX TRANSPORTATION, INC. ("CSXT") and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") completed the conveyance, assignment and transfer by CSXT to FDOT of certain real and personal property pertaining to the Central Florida Rail Corridor CSXT A-Line just north of Milepost A749.61, at or near DeLand, Florida to south of Milepost A813.82 at or near, Poinciana, Florida (the "SunRail Corridor"), for FDOT's intended use of that property as a commuter rail system. Accordingly, the administration of the SunRail Corridor will change from CSXT to FDOT.

As the contracting party under a certain agreement(s) identified on Exhibit A attached hereto and incorporated herein, as to the SunRail Corridor, CSXT and FDOT hereby notify you, of such change of ownership and administration, effective upon the Closing Date. Please direct all future communications about the your facilities in the SunRail Corridor and other matters relating to the SunRail Corridor, from and after the Closing Date, to FDOT at the following address:

Central Florida Rail Corridor Project Manager, Florida Department of Transportation-  
District Five, 719 S. Woodland Boulevard, Deland, FL 32720,

and with a copy of such communication to CSX Transportation, Inc. at the following address:

\_\_\_\_\_  
\_\_\_\_\_

CSXT and FDOT will appreciate your cooperation in this regard. FDOT looks forward to working with you.

Sincerely,

**CSX TRANSPORTATION, INC.**

**STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION**

**EXHIBIT A TO NOTICE TO FIBER OPTIC PARTY OF CHANGE IN OWNERSHIP  
AND ADMINISTRATION OF SUNRAIL CORRIDOR**

The agreement(s) identified on the attachment hereto, are incorporated herein by this reference thereto.