

**COPY**

EXECUTION COPY

MASTER PROJECTS AGREEMENT

Between State of Florida Department of Transportation  
and CSX Transportation, Inc.

Dated: October 27, 2011

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## MASTER PROJECTS AGREEMENT

THIS MASTER PROJECTS AGREEMENT (this "Master Agreement") made as of the 5<sup>th</sup> day of October 2011 (the "Effective Date") by and between STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is Haydon Burns Building, 605 Suwannee Street, Tallahassee, FL 32399-0450 (hereinafter referred to as "State") and CSX TRANSPORTATION, INC., a Virginia corporation, whose address is 500 Water Street, Jacksonville, FL 32202 (hereinafter referred to as "CSXT"). Except as otherwise expressly provided herein or unless the context otherwise requires, capitalized terms have the meanings assigned to such terms in accordance with Appendix A and Appendix B.

WHEREAS, by that certain Term Sheet dated as of August 2, 2006, the parties identified, among other things, the following projects: (i) the Central Florida Freight Rail Capacity Projects, (ii) the Florida Improvement Plan, (iii) State's contribution of Nine Million Dollars (\$9,000,000.00) towards the expense of the roadway and related infrastructure for the Terminal Facility, and (iv) the construction and maintenance by State of grade crossing separations, primarily along the S-Line, all as more particularly described herein; and

WHEREAS, by that certain Contract For Sale and Purchase dated as of November 30, 2007, as has been and as may be amended (the "Contract"), State agreed to acquire and CSXT agreed to sell certain properties therein described (comprising a portion of CSXT's A-Line) upon which railroad freight, commuter, and other passenger rail services are to be conducted; and

WHEREAS, State and CSXT entered into an initial escrow closing on December 20, 2010 whereby the closing funds and certain closing documents have been deposited with the Escrow Holder; and

WHEREAS, State and CSXT contemplate a final Closing Date and conveyance of the State Property to take place on or before November 3, 2011; and

WHEREAS, by that certain Joint Rail Project Agreement (Non-Federal) entered into by State and CSXT and dated as of November 3, 2006, as may have been supplemented (the "Joint Rail Project Agreement (Non-Federal) (Preliminary Design)"), State agreed to fund the preliminary design of certain improvements to CSXT's S-Line as specified therein to create additional capacity on such line as more particularly described in Appendix C to this Agreement (the "Central Florida Freight Rail Capacity Projects" or the "Capacity Projects"); and

WHEREAS, by that certain Joint Rail Project Agreement (Non-Federal) entered into by State and CSXT and dated as of October 5, 2011, as may be amended (the "Joint Rail Project Agreement (Non-Federal) (Capacity Projects)"), State agreed to fund long lead items necessary to make certain improvements to CSXT's S-Line as specified therein to create additional capacity on such line as more particularly described in Appendix C to this Agreement; and

WHEREAS, State and CSXT agree to enter into a Supplemental Agreement to the Joint Rail Project Agreement (Non-Federal) (Capacity Projects) on or before the Closing Date as more particularly described in Section 1 of this Master Agreement; and

WHEREAS, State has identified certain projects that are critical to alleviate congestion and to create additional freight capacity on other CSXT rail lines throughout the State of Florida as more particularly described in Appendix E to this Agreement (the "Florida Improvement Plan Projects" or the "Florida Projects"), and State agrees to fund, partially, such projects as specified herein; and

WHEREAS, State and CSXT agree to enter into that certain Joint Rail Project Agreement (Non-Federal) related to the performance of the Florida Projects (the "Joint Rail Project Agreement (Non-Federal) (Florida Projects)"); and

WHEREAS, pursuant to this Master Agreement, State and CSXT have identified certain additional projects which will, among other things, allow for the more efficient provision of Railroad Operations on the A-Line and the State Property as more particularly described in Appendix F to this Master Agreement (the "Shared Projects"); and

WHEREAS, by that certain Joint Rail Project Agreement (Non-Federal) entered into by State, CSXT and EVWR, dated as of October 5, 2011, as may be amended, State agreed to provide to EVWR up to Nine Million Dollars (\$9,000,000.00) in funding toward certain work (the "Roadway Project"), related to the development of supporting roadway and infrastructure to and from the Terminal Facility (the "Joint Rail Project Agreement (Non-Federal) (Roadway Project)"); and

WHEREAS, this Master Agreement sets forth the parties' agreements with respect to (i) State's obligation to (a) acquire, own, construct and maintain, or cause to be constructed and maintained, State owned highway grade crossing separations, primarily along the S-Line, at those locations set forth in Appendix D (the "Grade Crossing Separation Projects") which will, among other things, improve the safety and efficiency of rail service in the State of Florida and (b) obtain funding for and thereafter to perform its obligations with respect to the Florida Improvement Plan Projects; and (ii) the parties' respective obligations to perform the Joint Rail Projects Agreements.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, the parties hereto, intending to be legally bound, UNDERSTAND AND AGREE AS FOLLOWS:

**Section 1. Central Florida Freight Rail Capacity Projects.**

(a) State shall implement additional supplements under the Joint Rail Project Agreement (Non-Federal) (Capacity Projects) as are necessary for CSXT to complete, or cause to be completed, the

Capacity Projects listed in Appendix C. Payment for all activities listed in Appendix C will be made to CSXT on a percentage based milestone schedule, subject to delivery to State of a progress report and a mutually agreed upon invoice form, substantially in the form of Appendix I, to a maximum total amount of One Hundred Ninety Eight Million Dollars (\$198,000,000.00). Costs in excess of the One Hundred Ninety Eight Million Dollars (\$198,000,000.00) shall be borne by CSXT.

(b) The parties agree that projects may be added, deleted, or substituted for those projects listed on Appendix C, subject to State's consent, which consent shall not be unreasonably withheld, conditioned or delayed, provided that CSXT demonstrates with suitable analysis and documentation that the proposed changes will result in the same or additional freight rail capacity needed to handle anticipated S-Line demand. Upon approval by State of any change in the projects listed, Appendix C shall be updated, and as so updated, shall become a revised Appendix C that replaces all previous versions of Appendix C. State's approval of a change in the projects listed on Appendix C shall not increase the level of the contribution by State above the amount specified in Subsection 1(a) hereof.

## **Section 2. Grade Crossings.**

State has completed, or will cause to be completed, the Grade Crossing Separation Projects set forth in Appendix D in accordance with the Florida Department of Transportation Rules and standards regarding road and overpass design. Construction has commenced on all of the Grade Crossing Separation Projects as set forth in Appendix D, which projects are either complete or nearly complete as of the Effective Date. State shall diligently pursue the completion of the Grade Crossing Separation Projects still under construction in accordance with the State's Adopted Work Program in effect on the Effective Date. State agrees to thereafter maintain the Grade Crossing Separation Projects in compliance with applicable laws.

### **Section 3. Florida Improvement Plan Projects.**

(a) Construction and funding for the Florida Projects shall be governed by a separate Joint Rail Project Agreement (Non-Federal). State shall implement additional supplements under the Joint Rail Project Agreement (Non-Federal) (Florida Projects) as are necessary for CSXT to complete, or cause to be completed, the projects listed in Appendix E. Both parties shall program and partially fund those joint projects set forth in Appendix E which are intended, among other things, to alleviate congestion and create additional capacity on other CSXT rail lines in the State of Florida. Payment for all activities under the Joint Rail Project Agreement (Non-Federal) (Florida Projects) shall be made by State to CSXT on a percentage based milestone schedule, subject to delivery to State of a progress report and a mutually agreed upon invoice form, substantially in the form of Appendix I, to a maximum total amount of Forty Six Million Dollars (\$46,000,000.00), provided, however, that in the absence of agreement by State and CSXT that the engineering studies justify the cost of the projects neither State nor CSXT shall be obligated to proceed with the projects and, provided, further in the absence of said funding by State, CSXT shall not be obligated to proceed with the projects listed in Appendix E. Costs in excess of the Forty Six Million Dollars (\$46,000,000.00) shall be borne by CSXT.

(b) The parties agree that projects may be added, deleted, or substituted for those projects listed on Appendix E, provided that CSXT demonstrates with suitable analysis and documentation that the proposed changes will be in conformance with the objectives of the Joint Rail Project Agreement (Non-Federal) (Florida Projects) and that any such changes will result in a public benefit to cost ratio greater than 1.0. In determining the public benefits to costs ratio, State shall evaluate each proposed change using the Florida Department of Transportation Freight Investment Calculator software based upon information and data produced by CSXT in accordance with the Florida Rail Project Public Benefit Questionnaire and any additional information provided by CSXT relating to benefits that may not otherwise be evaluated in the

model that State uses and that is relevant to determining the benefit to cost ratio, provided, however, that said analysis shall be no more restrictive, nor require any greater cost benefit ratio, than that provided by the Florida Strategic Intermodal System analysis. Upon approval by State of any change in the projects listed, Appendix E shall be updated, and as so updated, shall become a revised Appendix E that replaces all previous versions of Appendix E. State's approval of a change in the projects listed on Appendix E shall not increase the level of contribution by State above the amount specified in Subsection 3(a) hereof.

#### **Section 4. Shared Projects.**

(a) CSXT and State will comply with their respective obligations with respect to the funding of the Shared Projects identified in Appendix F. Construction and funding shall be governed by the Joint Rail Project Agreement (Non-Federal) (Shared Projects), should one become necessary. State and CSXT acknowledge that each is responsible for the funding and the completion of the projects as set forth in Appendix F, and that there is an additional Five Hundred Fifty Thousand Dollars (\$550,000.00) that is not currently obligated under Appendix F, as CSXT has not provided State with its final estimate for the work to be completed at Rand Yard and Sand Lake Road. State and CSXT agree to enter into the Joint Rail Project Agreement (Non-Federal) (Shared Projects) once the State has received and approved the final estimate from CSXT evidencing the amount for the project at Rand Yard identified in the first row of Exhibit F and the work at Sand Lake Road exceeds Six Million Two Hundred Fifty Thousand Dollars (\$6,250,000.00) ("Hurdle Amount"), then State will contribute up to \$550,000 towards the difference between the Hurdle Amount and the actual cost of the Rand Yard and Sand Lake Road work. Additionally, current plans for all improvements as set forth in Exhibit F have been agreed to by both parties and are attached hereto and incorporated herein as Schedule A, which plans are subject to final design by CSXT and approval by State.



(b) The Shared Projects will be completed in accordance with the standards set forth on Appendix G. Construction shall commence promptly after the Closing Date and be diligently pursued to completion.

**Section 5. Roadway Project; Terminal Facility.**

(a) CSXT, EVWR and State have agreed upon the Joint Rail Project Agreement (Non-Federal) (Roadway Project) for expenses related to development of supporting roadway and infrastructure to and from the Terminal Facility. Payment for all activities under the Joint Rail Project Agreement (Non-Federal) (Roadway Project) will be made by State to EVWR, on a percentage based milestone schedule, subject to delivery to State of a progress report and a mutually agreed upon invoice form, substantially in the form of Appendix I, to a maximum total amount of Nine Million Dollars (\$9,000,000.00). Costs in excess of Nine Million Dollars (\$9,000,000.00) shall be borne by EVWR.

**Section 6. Projects in Adopted Work Program.**

(a) State confirms that as of the Effective Date: (i) the Capacity Projects, the Florida Projects, the Grade Crossing Separation Projects, the State funded Shared Projects and the Roadway Project are all either complete or are included in the Adopted Work Program, and (ii) that appropriations have been made for those projects identified as fiscal year 2011-12 projects on Appendix H to this Master Agreement, and constitute incurred obligations of the State of Florida. To the extent that any incurred obligations to CSXT are not disbursed prior to the end of the fiscal year for which they were appropriated, State agrees to include those funds in the certified forward request pursuant to law to make available for disbursement to CSXT in the next fiscal year.

## **Section 7. Conditions Precedent.**

(a) While it is acknowledged by both parties that neither party is obligated to continue to negotiate, execute or deliver this Master Agreement under any circumstances, it is expressly acknowledged by State that CSXT has affirmatively stated that CSXT will not continue to negotiate, execute or deliver this Master Agreement if either party is dissatisfied, in its sole discretion, with the status, progress, or development of the Terminal Facility, including, by way of illustration, and not in limitation thereof, the access road to the Terminal Facility, matters relating to planning, design, permitting, construction, regulatory approvals (including without limitation, operational abilities free of any restrictions or conditions unacceptable to CSXT in its sole discretion), litigation or threats of litigation, and other such matters relating to the Terminal Facility or access thereto.

(b) Except as expressly provided in a Joint Rail Project Agreement, neither party shall have any obligation under this Master Agreement if Closing, as contemplated under the Contract, does not occur on or before December 1, 2011.

## **Section 8. Default and Breach.**

(a) In the event of a default or breach by either party hereto of any of its obligations under this Master Agreement, the party in default or breach shall cure such default or breach within sixty (60) days of notice to it from the other party of such default or breach; provided, however, that, except as may be otherwise expressly provided in this Master Agreement, the party in default or breach shall be responsible for any and all liability, cost and expense arising out of or connected with such default or breach during the period of such cure.

(b) The parties hereto expressly acknowledge that the nature and purpose of this Master Agreement is such that damages may not be an adequate remedy for any default or breach so occurring; that equitable relief, such as injunction, mandatory or otherwise, may be necessary in the event a party fails to cure a breach or default so occurring; and that, except with respect to the seeking of such equitable relief, any and all controversies arising out of or connected with any default or breach so occurring shall be resolved exclusively by dispute resolution and arbitration in accordance with the provisions of Section 9 hereof.

#### **Section 9. Dispute Resolution and Arbitration.**

It is the desire and intent of the parties to avoid, if possible, the expense and delay inherent in litigation; therefore, CSXT and State agree that whenever a party cannot resolve an issue with the other party, both parties will engage in the alternative dispute resolution process described below. This dispute resolution process consists of two steps: executive level negotiations as set forth in Subsection 9(a), and arbitration as set forth in Subsection 9(b).

(a) Executive Level Resolution of Disputes.

(1) Notice and Response. A party may give the other party written notice of any dispute not resolved in the normal course of business. Within five (5) business days after delivery of the notice, the receiving party shall submit to the disputing party a written response. The notice and the response shall include, (i) a statement of the position of the party delivering the notice of dispute or the response, as the case may be, and a summary of arguments supporting its position, and, (ii) the name and title of the executive who will represent that party in the negotiation to resolve the dispute and of any other person who will accompany the executive.

(2) Negotiation Process. Within ten (10) business days after delivery of the disputing party's notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. The parties will cooperate with respect to reasonable requests for information made by one party to the other, subject to each party's discretion with respect to confidential, proprietary or other non-public information. In an effort to facilitate the negotiation process, such executives may agree to have an unrelated third party moderate and facilitate the negotiations, or may refer the matter to a panel of experts for resolution or recommendation. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three (3) business days notice of such intention and may also be accompanied by an attorney.

(3) Termination of Negotiations. If the dispute has not been resolved within ninety (90) calendar days after delivery of the disputing party's notice; or if the parties fail to meet within twenty (20) calendar days after delivery of the disputing party's notice; or if a panel of experts, having been determined to be appropriate as provided in this Subsection 9(a) fails to provide a recommendation within sixty (60) days of the parties' request for a recommendation; or if within sixty (60) days after receipt of a recommendation of a panel of experts the parties fail to resolve the dispute; either party may give written notice to the other party declaring the negotiation process terminated.

(4) Obligation of Parties. The parties regard the obligations to notify the other party of a dispute and to negotiate such dispute pursuant to Subsections 9(a) and 9(b) hereof as an essential provision of this Master Agreement and one that is legally binding on each of them. In case of a violation of such obligation by either party, the other may bring an action to seek enforcement of such obligation in a court of law pursuant to Section 13 hereof.

(5) Payment of Fees and Costs. Each party shall bear its own costs and expenses incurred in connection with any negotiations and dispute resolution.

(6) Failure to Resolve Dispute. Upon failure to resolve any dispute in accordance in this Subsection 9(a), the parties shall engage in arbitration pursuant to Subsection 9(b), unless the parties otherwise agree to engage in mediation or other dispute resolution processes at their discretion.

(b) Arbitration.

(1) Except as is otherwise provided in Paragraph 9(b)2 hereof, any controversy under this Master Agreement that is not resolved pursuant to Subsection 9(a) shall be settled in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitration shall be held at a mutually convenient location, and in the event the parties cannot agree, then at a location specified by the arbitrator(s). It is the intent of the parties hereto that the agreement to arbitrate contained in this Section shall be valid and irrevocable, shall extend to disputes as to whether particular disagreements are arbitrable, and shall be specifically enforceable by either of the parties hereto from and after the date of this Master Agreement. In interpreting this Master Agreement and resolving any dispute hereunder, the arbitrator(s) shall apply the laws of the State of Florida. In the event of arbitration, each party hereto shall pay the compensation, costs, fees and expenses of its own witnesses, exhibits and counsel. The compensation, costs, fees and expenses of the arbitrator(s) and the American Arbitration Association will be paid equally by State and CSXT.

(2) It is understood and agreed by State and CSXT that the provisions of Subsection 9(b) are not applicable to and shall not be used: first, to alter, amend, change, modify, add to or subtract from any of the provisions of this Master Agreement, except to the extent mutually agreed to by State and CSXT in the submission of the matter to arbitration; second, to resolve any matter subject to the

judgment or discretion of one party to this Master Agreement; and, third, except as is otherwise expressly provided herein, to resolve any matter reserved for mutual agreement of State and CSXT.

#### **Section 10. Force Majeure.**

Whenever a period of time is provided in this Master Agreement for either party to do or perform any act or thing, said party shall not be liable or responsible for any delays due to strike, embargo, derailment, lockout, casualty, fire, flood, weather condition, earthquake, act of God, war, terrorism or threatened acts of terrorism, court order, work stoppage, nuclear incident, riot, civil disturbance, public disorder, criminal act of other entities, governmental regulation or control, governmental or judicial restraint or other such causes beyond the reasonable control of said party (collectively, "Force Majeure"); and in any such event of Force Majeure, said time period shall be extended for the amount of time said party is so delayed, provided that this Section 10 shall not be construed to affect the responsibilities of said party hereunder to do or perform such act or thing once such event of Force Majeure has been removed.

#### **Section 11. Extension, Waiver, and Amendment.**

(a) This Master Agreement may be amended or modified at any time and in any and all respects only by an instrument in writing executed by both of the parties hereto.

(b) In each instance in which either State or CSXT is entitled to any benefit hereunder, State or CSXT, as the case may be, may: (i) extend the time for the performance of any of the obligations or other acts of the other party hereto; (ii) waive, in whole or in part, any inaccuracy in or breach of the representations, warranties and covenants of the other party hereto contained herein; and (iii) waive, in whole or in part, compliance with any of the terms and conditions of this Master Agreement by the

other party hereto. Any agreement on the part of either State or CSXT to any such extension or waiver shall be valid only if set forth in an instrument in writing signed and delivered on behalf of such party.

#### **Section 12. Notices.**

(a) Any and all notices or other communications hereunder shall be in writing and shall be deemed given if delivered personally or through the United States Postal Service, certified mail postage prepaid, or received by facsimile telephone transmission or other electronic transmission (provided that an original of the electronically transmitted document is delivered within five (5) days after the document was electronically transmitted) upon the date so delivered to or received by the person to which it is addressed at the following addresses:

**If to CSXT, to:**

President  
CSX Transportation, Inc.  
500 Water Street  
Jacksonville, FL 32202

**with a copy to:**

Peter J. Shudtz  
CSX Corporation  
Suite 560, National Place  
1331 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004

**If to State:**

Secretary of Transportation  
Florida Department of Transportation  
Haydon Burns Building  
605 Suwannee Street  
Tallahassee, FL 32399-0450

with copy to:

Manager, Rail Office  
Florida Department of Transportation  
Haydon Burns Building  
605 Suwannee Street, M.S. 25  
Tallahassee, FL 32399-0450

(b) Either party to this Master Agreement may provide changes to its address or addressees by furnishing a notice of such change to the other party to this Master Agreement, in the same manner as provided above for all other notices.

#### **Section 13. Governing Law.**

It is the intention of the parties hereto that the laws of the State of Florida shall govern the validity of this Master Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto. Venue for any legal proceedings under this Master Agreement shall be in Leon County, Florida.

#### **Section 14. Counterparts.**

This Master Agreement may be executed in two or more counterparts, including counterparts transmitted by facsimile or electronic transmission, each of which shall be an original as against any party whose signature appears thereon and all of which together shall constitute one and the same instrument. This Master Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as signatories, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.



### **Section 15. Interpretation.**

State and CSXT acknowledge that the language used in this Master Agreement is language developed and chosen by both parties to express their mutual intent and no rule of strict construction will be applied against either party hereto. The headings in this Master Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Master Agreement. All personal pronouns used in this Master Agreement will include the other genders whether used in the masculine or feminine or neuter gender, and the singular will include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein", "hereof", "hereby", "hereunder" and "hereinafter" refer to this Master Agreement as a whole and not to the particular sentence, paragraph or section where they appear, unless the context otherwise requires. All words, terms and phrases used in this Master Agreement will be construed in accordance with the generally applicable definition of such words, terms and phrases in the railroad industry, except that in the event of any inconsistency between such definition and any definition set forth in this Master Agreement, the latter will govern. Whenever reference is made to a Section of this Master Agreement, such reference is to the Section as a whole, including all of the subsections and subparagraphs of such Section, unless the reference is expressly made to a particular subsection or subparagraph of such Section.

### **Section 16. Appendices.**

All appendices attached hereto are hereby incorporated by reference into, and made a part of, this Master Agreement.

**Section 17. Entire Agreement.**

Exclusive of the agreements referenced herein, this Master Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all other prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof, including, without limitation, that certain Non-binding Term Sheet dated as of August 2, 2006.

**Section 18. Waiver.**

Neither the failure to exercise nor any delay in exercising on the part of either party hereto any exception, reservation, right, privilege, license, remedy or power under this Master Agreement will operate as a waiver thereof, nor will any single or partial exercise of any exception, reservation, right, privilege, license, remedy or power under this Master Agreement preclude any other or further exercise of the same or of any other exception, reservation, right, privilege, license, remedy or power, nor will any waiver of any exception, reservation, right, privilege, license, remedy or power with respect to any occurrence be construed as a waiver of such exception, reservation, right, privilege, license, remedy or power with respect to any other occurrence.

**Section 19. Expenses.**

Except to the extent otherwise expressly provided in this Master Agreement, any and all expenses incurred by either party hereto in connection with this Master Agreement and the transactions contemplated hereby will be borne by the party incurring such expenses.

**Section 20. Further Assurances.**

Both parties hereto shall exert their reasonable best efforts to fulfill all conditions and obligations of such party under this Master Agreement.

**Section 21. Time of the Essence.**

It is understood and agreed by the parties hereto that the prompt and timely performance of all obligations, responsibilities and conditions under this Master Agreement is of the essence of this Master Agreement.

**Section 22. Performance of Master Agreement.**

Except as is otherwise expressly provided in this Master Agreement, where any service is required or permitted of either party to this Master Agreement, the performance of such service may be delegated to such agent, contractor or employee as either such party may designate; provided, however, that nothing contained herein will be construed as creating or diminishing any right in State or CSXT or to cause a transfer, release or discharge of any or all of State's or CSXT's obligations under this Master Agreement. State understands that a substantial portion of CSXT's employees are covered by collective bargaining agreements that govern the terms and conditions of their employment with CSXT, including, without limitation, rates of pay and scope of work.

**Section 23. Prohibition of Third Party Beneficiaries.**

Nothing herein expressed or implied is intended to or will be construed to confer upon or to give any person, firm, partnership, corporation or governmental entity other than the parties hereto and

their respective legal representatives, successors or assigns any right or benefit under or by reason of this Master Agreement.

**Section 24. Successors and Assigns.**

(a) This Master Agreement and all of its terms, conditions, covenants, rights and obligations herein contained will inure to the benefit of and be binding upon the parties hereto and their respective successors and allowable assigns.

(b) Neither party may assign this Master Agreement, by operation of law or otherwise, without the prior written consent of the other party.

**Section 25. Compliance with Laws.**

(a) During the term of this Agreement, State and CSXT shall comply, at their respective sole cost and expense, with all laws, orders, rules and regulations, to the extent such laws, rules, or regulations apply to the project identified in this Agreement, including, without limitation, those pertaining to environmental matters, (other than as addressed in the Environmental Agreement) that are promulgated by any municipality, state or federal government, board, commission or agency having appropriate jurisdiction, to the extent such laws, orders, rules, or regulations apply to any project. Either party shall have the right to contest by appropriate legal proceedings, at its sole cost and expense, the validity and applicability of any law, order, rule or regulation of a nature referred to above. To the extent permissible, compliance with such law, order, rule or regulation may be postponed until the final determination of any such proceedings, provided that all such proceedings will be prosecuted with all due diligence and dispatch on the part of the party hereto contesting same.

(b) Notwithstanding any other provision of this Agreement, in compliance with Florida

Statutes, Section 339.135(6)(a), the following language and provisions thereof are hereby made a part of this Agreement:

The Department [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 any 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 \$25,000.00 and which have a term for a period of more than 1 year.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed  
as of the Effective Date.

**CSX TRANSPORTATION, INC.**

By: Louis E. Renjel  
Print Name: Louis E. Renjel, Jr.  
Title: Vice President - Strategic  
Infrastructure Initiatives

**STATE OF FLORIDA DEPARTMENT  
OF TRANSPORTATION**

By: \_\_\_\_\_  
Print Name: Ananth Prasad  
Title: Secretary

LEGAL REVIEW:

APPROVED AS TO FINANCIAL TERMS  
AND FUNDS ARE PROGRAMMED

\_\_\_\_\_  
Special Counsel

\_\_\_\_\_  
Office of the Comptroller

[signature page of Master Projects Agreement]

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461 IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year  
462 first above written.

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CSX TRANSPORTATION, INC.

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

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STATE OF FLORIDA, DEPARTMENT  
OF TRANSPORTATION

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

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Ananth Prasad, P.E.

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Secretary

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APPROVED AS TO FINANCIAL TERMS  
AND FUNDS ARE PROGRAMMED

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[Signature Page – Master Projects Agreement]

## **APPENDIX A**

### **DEFINITIONS COMMON TO CENTRAL FLORIDA OPERATING AND MANAGEMENT AGREEMENT, TRANSITION AGREEMENT AND MASTER PROJECTS AGREEMENT**

"AAR" shall mean the Association of American Railroads.

"Amtrak" shall mean the National Railroad Passenger Corporation, its successors and assigns.

"Amtrak Agreement" or "Amtrak-CSXT Agreement" shall mean the Agreement dated June 1, 1999, and all supplements thereto, such agreement and supplements being between CSXT and Amtrak.

"Amtrak-State Agreement" shall mean an agreement, if any, entered into by Amtrak and State pertaining to Intercity Rail Passenger Service on the State Property.

"Ancillary Agreements" shall have the meaning given to it in Section 14.01 of the Contract.

"Central Florida Commuter Rail Transit System" or "Commuter Rail System" shall mean the Fixed-Guideway Transportation System developed, implemented, operated and maintained by State that will run from DeLand in the County of Volusia through Seminole County and Orange County (including the City of Orlando) to Poinciana in Osceola County on the State Property.

"CFOMA" shall mean that certain Central Florida Operating and Management Agreement dated as of November 30, 2007 by and between State and CSXT, as has been and as may be amended.

"Closing Date" shall mean the date upon which the conveyance of the State Property from CSXT to State is effectuated in accordance with the Contract.

"Commencement Date" shall be the date upon which the CFOMA shall become effective.

"Commuter Rail Service" shall mean the transportation of commuters and other passengers by rail provided by State or its assignee or designee.

"Contract" shall mean that certain Contract For Sale and Purchase dated as of



November 30, 2007 by and between State and CSXT, as has been and as may be amended.

"Conveyed Sidetracks" shall mean those sidetracks serving CSXT that are located within the boundaries of the State Property, which sidetracks shall be conveyed to the State in their entirety, and which are listed in Exhibit C attached to the Second Amendment to the Transition Agreement.

"Conveyed Sidetrack Switches" shall mean those switches or turnouts within the State Property listed on Exhibit C attached to the Second Amendment to the Transition Agreement, which switches or turnouts shall be conveyed to the State in their entirety.

"CSXT" shall mean CSX Transportation, Inc., a Virginia corporation.

"CSXT Easement" shall have the meaning given to it in the Deed attached as Exhibit 4 of the Contract.

"CSXT Property" shall mean all of the rights-of-way and associated property, and all of the tracks, rails, ties, switches, crossings, bridges, trestles, culverts, buildings, structures, facilities, signals, crossing protection devices, communication lines, poles, radio masts and all other improvements or fixtures located on such rights-of-way and property that connect with the State Property and are owned, controlled or used by CSXT, being properties contiguous to the State Property that were not acquired by State under the Contract.

"Deed" shall mean the deed appearing as Exhibit 4 of the Contract.

"Effective Date" shall (in any respective agreement) mean the date the agreement becomes effective.

"EOT Unit" shall mean a caboose or other non-revenue rail car in a freight train for the use of the train's crew during certain switching operations.

"Execution Date" shall mean (in each respective agreement) the date on which the agreement is executed by all parties.

"FCEN" shall mean the Florida Central Railroad Company, its successors and assigns, which as of the Execution Date operates over a portion of the State Property pursuant to certain agreements between CSXT and FCEN but shall, as of the Commencement Date, have entered into a separate agreement with State.

"Fee Commencement Date" shall mean the date that CSXT shall begin paying the Usage Fee as provided in Subsection 5(a)(3) of the Transition Agreement.

"Fixed Fee" shall have the meaning given to it in Subsection 2(a) of the CFOMA.

"Fixed-Guideway Transportation System" shall have the meaning given to it in Subsection 341.031(2), Florida Statutes.

"Force Majeure" shall have the meaning given to it in Section 22 of the CFOMA.

"FRA" shall mean the Federal Railroad Administration.

"FTA" shall mean the Federal Transit Administration.

"Incidental Use" shall have the meaning given to it in Subsection 19(a)(ii) of the CFOMA.

"Industry Sidetracks" shall mean those sidetracks and switches thereon that are owned by industry and are located within the State Property, which sidetracks and switches will not be conveyed to State, and which are listed in Exhibit B attached to the Second Amendment to the Transition Agreement.

"Intercity Rail Passenger Service" shall mean the transportation of intercity passengers by rail provided by Amtrak, or as may be provided by others, on the State Property.

"Master Projects Agreement" shall mean that certain agreement to be entered into between State and CSXT, as may have been and as may be amended.

"Non-Binding Consolidated Term Sheet" shall mean that certain Non-Binding Consolidated Term Sheet entered into by State and CSXT and dated as of August 2, 2006.

"Rail Commuter Passenger(s)" shall have the meaning given to it in Subsection 19(a)(i) of the CFOMA.

"Rail Freight Service" shall mean the transportation by rail of property and movable articles of every kind, character and description over the State Property, including but not limited to rail freight transportation service to current and future industries, customers and facilities located along the State Property, and supporting activities, over the State Property pursuant to the CSXT Easement and the CFOMA, but excluding detour movements of other railroads permitted by State pursuant to Subsection 3(m) of the CFOMA.

"Railroad Operations" shall have the meaning given to it in Subsection 1(a) of the CFOMA.

"Reserved Easement" shall have the meaning given to it in the Deed.

"Retained Sidetracks" shall mean those sidetracks and switches that are outside the boundaries of the State Property, which sidetracks and switches will be retained by CSXT.

"Revenue Operation Date" shall mean the date that the Commuter Rail System, after having received all State and Federal approvals for operation, is placed in commuter service for fare paying passengers to ride.

"Service Plan" shall mean the CFCRT Freight Service Plan (Revision 5) attached as Exhibit 1 to the CFOMA.

"Sidetracks" shall mean tracks on the State Property, which are State Sidetracks, Conveyed Sidetracks, or Industry Sidetracks.

"Sidetrack Agreement" shall mean any agreement between CSXT and a shipper, recipient, and/or other user of Rail Freight Services over a Sidetrack, that governs the ownership, construction, maintenance, repair, and use of a Sidetrack.

"State" shall mean the State of Florida Department of Transportation.

"State Property" shall mean all of the rights-of-way and associated property and all of the tracks, rails, ties, switches, crossings, bridges, trestles, culverts, buildings, structures, facilities, signals, crossing protection devices, communication lines, poles, radio masts and all other improvements or fixtures thereto, being all of the properties acquired by State under the Contract (the real estate for which is described in Exhibit 1 to the Contract) or acquired by State and used by State for the placement of railroad tracks for Railroad Operations.

"State Sidetracks" shall mean those sidetracks within the State Property which serve industry, which sidetracks will be conveyed to State in their entirety, and which are listed in Exhibit A attached to the Second Amendment to the Transition Agreement.

"State Sidetrack Switches" shall mean those switches or turnouts within the State Property listed on Exhibit A to the Second Amendment to the Transition Agreement, which switches or turnouts shall be conveyed to the State in their entirety.

"STB" shall mean the federal Surface Transportation Board.

"Transition Agreement" shall mean that certain Transition Agreement dated as of November 20, 2007 by and between State and CSXT, as has been and as may be amended.

"UMLER" shall mean the Uniform Machine Language Equipment Register.

"Usage Fee" shall have the meaning given to it in Subsection 2(a) of the CFOMA.

"Variable Fee" shall have the meaning given to it in Subsection 2(a) of the CFOMA.

## **APPENDIX B**

### **DEFINITIONS SPECIFIC TO MASTER PROJECTS AGREEMENT**

"A-Line" shall mean CSXT's railroad from A 648.2 near Jacksonville to Auburndale, MP A 840.7.

"Adopted Work Program" shall have the meaning ascribed by Section 339.135, Florida Statutes.

"Capacity Projects" shall mean that set of railroad construction projects designed to create additional capacity on CSXT's S-Line and A-Line as described in Appendix C to this Master Agreement as Appendix C may be amended.

"EVWR" shall mean Evansville Western Railway, Inc., a foreign corporation, registered in the State of Florida, whose principal address is 1500 Kentucky Ave, Paducah KY 42003.

"Florida Improvement Plan Projects" or "Florida Projects" shall mean that set of railroad construction projects designed to alleviate congestion, provide new capacity and/or improve operational efficiency on other CSXT lines throughout the state of Florida that has been approved by State and CSXT as described in Appendix E to this Master Agreement as Appendix E may be amended.

"Grade Crossing Separation Projects" shall mean that set of highway grade crossing separations, primarily along the S-Line, at those locations set forth in Appendix D, which will among other things, improve the safety and efficiency of rail service in the State of Florida.

"Joint Rail Project Agreements" shall mean, collectively, (i) that certain Joint Rail Project Agreement (Non-Federal) (Preliminary Design) entered into by State and CSXT dated as of November 3, 2006, as may have been supplemented; (ii) that certain Joint Rail Project Agreement (Non-Federal) (Capacity Projects) entered into by State and CSXT and dated as of October 5, 2011 as may be amended; (iii) that certain Joint Rail Project Agreement (Non-Federal) (Florida Projects) entered into by State and CSXT and dated as of \_\_\_\_\_ 2011, as may be amended; (iv) that certain Joint Rail Project

Agreement (Non-Federal) (Roadway Projects) entered into by State and CSXT and dated as of October 5, 2011, as may be amended; and (v) that certain Joint Rail Project Agreement (Non-Federal) (Shared Projects) as may be entered into by State and CSXT and dated as of \_\_\_\_\_ 2011, as may be amended.

"Joint Rail Project Agreement (Non-Federal) (Capacity Projects)" shall mean that certain Joint Rail Project Agreement (Non-Federal) (Capacity Projects) entered into by State and CSXT and dated as of October 5, 2011, including any supplemental agreements, as may be amended.

"Joint Rail Project Agreement (Non-Federal) (Florida Projects)" shall mean that certain Joint Rail Project Agreement (Non-Federal) entered into by State and CSXT and dated as of \_\_\_\_\_, as may be amended.

"Joint Rail Project Agreement (Non-Federal) (Preliminary Design)" shall mean that certain Joint Rail Project Agreement (Non-Federal) entered into by State and CSXT dated November 3, 2006, as may have been supplemented.

"Joint Rail Project Agreement (Non-Federal) (Roadway Project)" shall mean that certain Joint Rail Project Agreement (Non-Federal) entered into by State, CSXT and EVWR, dated as of October 5, 2011, as may be amended.

"Joint Rail Project Agreement (Non-Federal) (Shared Projects)" shall mean that certain Joint Rail Project Agreement (Non-Federal) as may be entered into by State and CSXT and dated as of \_\_\_\_\_ 2011, as may be amended.

"Roadway Project" shall mean that certain work related to the development of supporting roadway and infrastructure to and from the Terminal Facility.

"S-Line" shall mean the CSXT railroad that includes the following: Callahan Subdivision from SM 0.0 to SM 20.0 (Baldwin to connection with Nahunta Subdivision); Jacksonville Terminal Subdivision from SP 635.0 to SP 652.5 (Jax to Baldwin); Wildwood Subdivision from S 652.8 to

AR 836.7 (Baldwin to Vitis); Vitis Subdivision from AR 836.7 to AR 856.2; Vitis Subdivision (Lakeland Connection) from AR 856.2 to AR 856.5; Carters Subdivision from A 851.2 to A 841.4; and Auburndale Subdivision from SX 820.3 to SX 956.5.

"Shared Projects" shall mean that set of railroad construction projects designed, among other things, to allow for the more efficient provision of Railroad Operations on the A-Line and the State Property as more particularly described in Appendix F to this Master Agreement.

"Terminal Facility" shall mean that certain rail terminal being developed by CSXT, EVWR or an affiliate, contractor or agent of either CSXT or EVWR, between MP SX 828.8 and MP SX 834.5, for the purpose of inter-modal movement of freight.

## APPENDIX C

### CENTRAL FLORIDA FREIGHT RAIL CAPACITY PROJECTS

Subject to the terms of this Agreement, the following projects constitute the Central Florida Freight Rail Capacity Project list.

<u>PROJECT</u>	<u>DESCRIPTION</u>	<u>COUNTY</u>	<u>MILEPOSTS</u>	<u>CSX SUB</u>
Anthony, FL	Build new passing siding	Marion	S 723.1 – S 725.7	Wildwood
Baldwin-Fouraker, FL	Upgrade and extend siding to create 5.1 miles 2nd main track with universal crossover, right hand crossover and improved connection to SP Line	Duval	SM 0.0 – SM 5.1	Callahan
Highland, FL	Build new universal crossover	Clay	S 666.2	Wildwood
Ocala, FL	Build 2nd main through Ocala by connecting and upgrading Singletary and Ocala sidings with universal crossover	Marion	S 732.1 – S 738.0	Wildwood
Wildwood, FL	Upgrade existing main track and build 2nd main track from S 757.9-S 760.0 with new universal crossovers and turnouts	Sumter	S 757.9 – S 766.0	Wildwood
Baldwin, FL	Upgrade existing main track and build 2nd main track from SE Baldwin - SE East Pass with new crossovers and turnouts	Duval	SP 652.0 – S 656.0	Wildwood
Starke, FL	Build new universal crossover	Bradford	S 676.3	Wildwood
East Pass	Extend East Pass Siding north and upgrade siding	Duval	SP 650.0 – SP 650.9	Jacksonville Terminal
Lakeland, FL	Build new passing siding with crossover and turnouts	Polk	AR 854.52 – A 851.04	Vitis & Lakeland



Vitis, FL (North)	Extend Vitis siding north, upgrade siding and add universal crossover	Pasco	AR 832.9 – AR 836.5	Wildwood
Vitis, FL (South)	Extend Vitis Siding south to AR 837.8 with universal crossover	Pasco	AR 836.5 – AR 837.8	Vitis
Richloam, FL	Build 4.2 miles of 2nd main track with universal crossover	Sumter	S 781.4 – S 785.7	Wildwood
Central, FL	Power switch at south leg connection to CF Industries	Hillsborough	S 813.1	Yeoman
Auburndale, FL	Extend McDonald Connection with universal crossovers	Polk	SX 820.5 – SX 824.3	Auburndale
Crawford, FL	Upgrade and extend siding to create 4.4 miles of 2nd main track with universal crossover	Nassau	SM 15.4 – SM 10.9	Callahan
Callahan, FL	Build new passing siding and add new cross-over at Callahan Interlocking	Duval	SM 20.1 – SM 17.3	Callahan
Kaley Yard (A-Line)	Reconfigure yard track as shown on Schedule B attached hereto and incorporated herein	Orange	A 791.3- A 791.8	Orlando

**APPENDIX D**

**GRADE CROSSING SEPARATIONS (APPLICABLE TO STATE PROPERTY ONLY)**

Subject to the terms of this Agreement, the following projects constitute the Grade Crossing Separations Project list.

<b><u>PROJECT</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>COUNTY</u></b>	<b><u>RAIL MILEPOST</u></b>	<b><u>CSX SUB</u></b>
Ocala, FL	Grade separate State Road 464 (625 078X)	Marion	S 737.09	Wildwood
Wildwood, FL	Grade separate State Road 44 (625 319 J)	Sumter	S 762.52	Wildwood
Wildwood, FL	Rebuild existing grade separated US 301 over NE Wildwood Yard (625 117 L)	Sumter	S 760.61	Wildwood
Gainesville, FL (East of city)	Grade separate State Road 26 -- East of Gainesville at Orange Heights (624 994 U)	Alachua	S 695.53	Wildwood
Hawthorne, FL	Grade separate State Road 20 (625 010 J)	Alachua	S 704.46	Wildwood

## APPENDIX E

### FLORIDA IMPROVEMENT PLAN PROJECTS

Subject to the terms of this Agreement, the following projects constitute the Florida Improvement Plan Project list.

<u>PROJECT</u>	<u>DESCRIPTION</u>	<u>COUNTY</u>	<u>RAIL MILEPOSTS</u>	<u>CSX SUB</u>
Tampa	Tampa connection to A-Line	Hillsborough	A877.2 – AZA879.8	Tampa Terminal
Bradley	Build one mile track; one mile siding with radio remote control switches; plus two additional radio remote control switches; grading work	Polk	SVC 844.0	Brewster
Welcome/Edison	Build siding with radio remote control switches and install 2 radio remote control switches to eliminate 10 MPH speed restriction at Edison	Polk	SV 834.2 – 836.0	Valrico
South Fort Meade	Extend siding to 8,000'	Polk	AX 881.5	Valrico
Dyer (Mission Spur)	Improve CSX-FEC connection at Mission Spur	Palm Beach	SX 965.0	Miami
Hialeah (Iris)	Build CSX-FEC connection known as Iris Connection	Miami-Dade	SX 1034.2	Homestead
Brooksville	Rehabilitate Shands Lead: 3.5 miles of track	Hernando	SR 792.2	Brooksville
Baldwin	Extend West Storage Lead by 4,000' to provide a 12,000' Lead	Duval	SP 654.7 – 655.3	Jacksonville Terminal
Bainbridge Sub	Upgrade track and TCS for 40MPH (Florida portion ONLY)	Leon, Gadsden	SLC 52.0 – 72.3	Bainbridge
Flomaton	Build 10,000' clear siding with #15 power operated turnouts	Escambia	K 608.0	PD
Agrock	Build power interlocking to include both legs of wye and diamond	Polk	SVC 851.0	Brewster
Jacksonville	Install universal crossovers at Amtrak Station	Duval	A639.2	Jacksonville Terminal
Pensacola-Flomaton	Install TCS from Pensacola to Flomaton (Florida portion ONLY)	Escambia	K 648.2 – 607.2	PD

Havana	Build 10,000' siding	Gadsden	SLC 68.5 – 70.7	Bainbridge
Tallahassee	Increase 20MPH speed to 40MPH	Leon	SP 800.4 – 798.8	Tallahassee
Tallahassee-Pensacola	Install TCS from Tallahassee to Pensacola	Leon to Escambia	SP 803.0 – 842.5	Tallahassee
Baldwin	Grade separate US 30 (crossing #620 652F)	Duval	SP 653.04	Tallahassee

**APPENDIX F**

**SHARED PROJECTS NECESSARY FOR MORE EFFICIENT OPERATION**

<b><u>PROJECT</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>FUNDING</u></b>	<b><u>PARTY RESPONSIBLE FOR COMPLETION</u></b>
Sanford (Rand Yard)	Add tracks and provide yard improvements to support merchandise operations/local work; MP 764-766; Add yard crossover MP 765.2 (CSXT Yard) Add tracks and provide yard improvements to Conrad Yelvington Yard	Joint*	CSXT
Sanford (Rand Yard)	Extend 2 <sup>nd</sup> track from SE Rand to MP 766.7 to 767 (approximately 0.7 mile).	State	State
Sanford (Rand Yard)	Add Crossover at MP 764.4 (Second half of MP 766 crossover)	State	State
Taft Yard/Sand Lake Road	Build yard track to accommodate State Sand Lake Road equipment storage needs	CSXT	CSXT
Stanton	Install power switch to south end of Stanton Spur approximately MP 801	State	State
Longwood	Add universal crossover (Engineering reviewing) MP 779	State	State

\* State's contribution is up to a maximum amount of \$550,000.00

## APPENDIX G

The following design standards shall apply with respect to State projects on the State Property described in Appendix F. Said projects shall be in compliance with all applicable Manuals and Guidelines including State, FHWA, AASHTO, AREMA standards, FRA, CSXT standards with respect to grade, degree of curvature, clearances and braking distances, and additional requirements specified in this document. Except to the extent inconsistent with the specific provisions in this document, the current edition, including updates, of the following Manuals and Guidelines shall be used in the performance of this work.

Where a conflict exists between State and any other listed standard, the higher standard will control. If the higher standard is unclear, then State standards will apply other than CSXT standards with respect to grade, degree of curvature, clearances and braking distances. During the design process, any changes or amendments to such standards may be proposed by either party and will be subject to approval by the other party, which such approval shall not be unreasonably withheld.

Design in accordance with the following documents:

- U.S. Department of Transportation, Federal Railroad Administration (FRA) Track Safety Standards
- Florida Department of Transportation Roadway Plans Preparation Manuals  
<http://www.dot.state.fl.us/rddesign/PPMManual/PPM.htm>
- Florida Department of Transportation Structures Manual including Temporary Design Bulletins  
<http://www.dot.state.fl.us/structures/manlib.htm>
- Florida Department of Transportation Soils and Foundations Handbook  
<http://www.dot.state.fl.us/structures/Manuals/SFH.pdf>
- Florida Department of Transportation Design Standards  
<http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.htm>
- Florida Department of Transportation Computer Aided Design and Drafting (CADD) Production Criteria Handbook Roadway Standards  
<http://www.dot.state.fl.us/ecso/downloads/publications/CriteriaHandBook/>
- Florida Department of Transportation Production Criteria Handbook CADD Structures Standards  
<http://www.dot.state.fl.us/ecso/downloads/publications/CriteriaHandBook/>
- Florida Department of Transportation Standard Specifications for Road and Bridge

Construction

<http://www.dot.state.fl.us/specificationsoffice/>

- American Railway Engineering and Maintenance-of-Way Association (AREMA),  
Manual for Railway Engineering

## **APPENDIX H**

FDOT Adopted Work Program spreadsheet



Work Program Financial Management #	Work Program Description	Amount Programmed	Fund Source	Program Year (State FY)		
				2007	2010	2012
422201-1-57-01	CSX - Infrastructure Improvement	40,918,014	DPTO			40,918,014
422201-1-57-01	CSX - Infrastructure Improvement	105,375,951	DDR		10,000,000	95,375,951
422201-1-57-01	CSX - Infrastructure Improvement	27,399,340	DS			36,944,035
422201-1-57-01	CSX - Infrastructure Improvement	14,762,000	GMR	10,000,000		4,762,000
422201-1-57-02	CSX - Infrastructure Improvement	3,000,000	GMR			3,000,000
422201-1-57-03	CSX - Infrastructure Improvement	6,000,000	DIS			6,000,000
422201-1-57-03	CSX - Infrastructure Improvement	3,551,475	GMR			3,551,475
422201-1-57-03	CSX - Infrastructure Improvement	19,983,025	DS			19,983,025
422201-1-57-03	CSX - Infrastructure Improvement	22,465,500	DDR			22,465,500
412994-4-52-02	Central Florida Commuter Rail System	547,476	DDR			547,476
412994-4-52-02	Central Florida Commuter Rail System	4,602,524	DPTO			4,602,524
412994-4-52-02	Central Florida Commuter Rail System	850,000	DS			850,000
		\$ 249,455,305		\$ 10,000,000	\$ 10,000,000	\$ -
		<b>Add source and funding for Shared Projects, \$6,800,000</b>				
		\$ 249,455,305		\$ 10,000,000	\$ 10,000,000	\$ 239,000,000

DDR -- District Dedicated Revenue

DPTO -- State Public Transportation Office

DS -- State Primary Highways and Public Transportation Office

GMR -- Growth Management for the SIS

DIS -- Strategic Intermodal System (SIS)

Work Program Fin. Mgmt #	Fund	S-Line	Correlation to Agreement in Principal FIP	Shared Projects
422201-1-57-01	DPTO	40,918,014		
422201-1-57-01	DDR	105,375,951		
422201-1-57-01	DS	36,944,035		
422201-1-57-01	GMR	14,762,000		
422201-1-57-02	GMR		3,000,000	
422201-1-57-02	DIS		6,000,000	
422201-1-57-03	GMR		3,551,475	
422201-1-57-03	DS		19,983,025	
422201-1-57-03	DDR		22,465,500	
412994-4-52-02	DDR			547,476
412994-4-52-02	DPTO			4,602,524
412994-4-52-02	DS			850,000
Total		\$ 198,000,000	\$ 46,000,000	\$ 9,000,000
				\$ 6,000,000

#### Grade Crossing Separation Projects

At closing, all grade separation projects are under construction or complete.

Work Program Financial Management #	Grade Crossing Separation Location	Amount Programmed	Grade Sep Total
207831-1	SR-26 (Gainesville)	4,587,187	16,507,721
423028-1		11,920,534	
207714-1	SR-20 (Hawthorne)	41,395,740	41,748,865
207815-1		120,093	
207815-2	SR-464 (Ocala)	233,032	47,345,419
411665-2		47,345,419	
411665-4	US-301/SR-35 (Wildwood)	15,614,055	56,787,829
411257-3		41,173,774	
411665-3	SR-44 (Wildwood)	24,755,787	24,755,787
TOTAL		\$ 187,145,621	

Rev. 8/18/11

**APPENDIX I**

Agreed form of Invoice

## INVOICE SUMMARY

Invoice # \_\_\_\_\_

Department of Transportation, Central Rail Office

ATTN: Ed Lee, Administrator, Rail Planning and Safety (Project Manager)

In accordance with Chapter 341.303(2) F.S., the Joint Rail Project Agreement (JRPA) dated \_\_\_\_\_ with and expiration date of \_\_\_\_\_, between the Florida Department of Transportation and

CSX Transportation, Inc.  
500 Water Street  
Jacksonville, FL 32202

Financial Management Number: \_\_\_\_\_

JRPA Number: \_\_\_\_\_

TOTAL CONTRACTED AMOUNT:

\$ \_\_\_\_\_

PERCENT OF WORK COMPLETED AS OF \_\_\_\_\_

\_\_\_\_\_ %

TOTAL ELIGIBLE CONTRACTED AMOUNT:

\$ \_\_\_\_\_

AMOUNT PREVIOUSLY PAID:

\$ \_\_\_\_\_

THIS BILLING: (Eligible contracted amount minus amount previously paid):

\$ \_\_\_\_\_

All work claimed under this invoice shall be supported by a status report submitted separately to the Department's project manager that shall be attached to this invoice prior to payment.

I certify that the Railroad has complied with the provisions of this Agreement and that a detailed status report supporting this invoice shall be made available to the Department.

\_\_\_\_\_  
Railroad Official or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## PROJECT STATUS REPORT CERTIFICATION

Department of Transportation, Central Rail Office

ATTN: Ed Lee, Administrator, Rail Planning and Safety (Project Manager)

In accordance with Chapter 341.303(2) F.S., the Joint Rail Project Agreement (JRPA) dated \_\_\_\_\_ with and expiration date of \_\_\_\_\_, between the Florida Department of Transportation and

CSX Transportation, Inc.  
500 Water Street  
Jacksonville, FL 32202

Financial Management Number: \_\_\_\_\_

JRPA Number: \_\_\_\_\_

I certify that the Railroad has complied with the provisions of this Agreement and that this detailed status report reflects work completed through \_\_\_\_\_.

\_\_\_\_\_  
Railroad Official or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **SCHEDULE A**

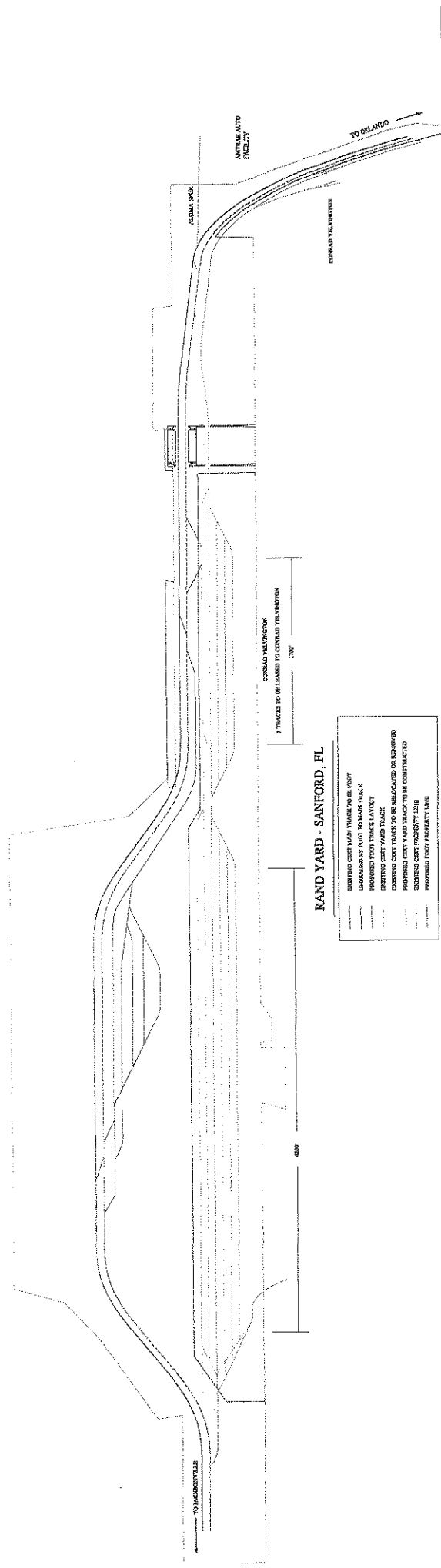
Plans for Shared Project Improvements





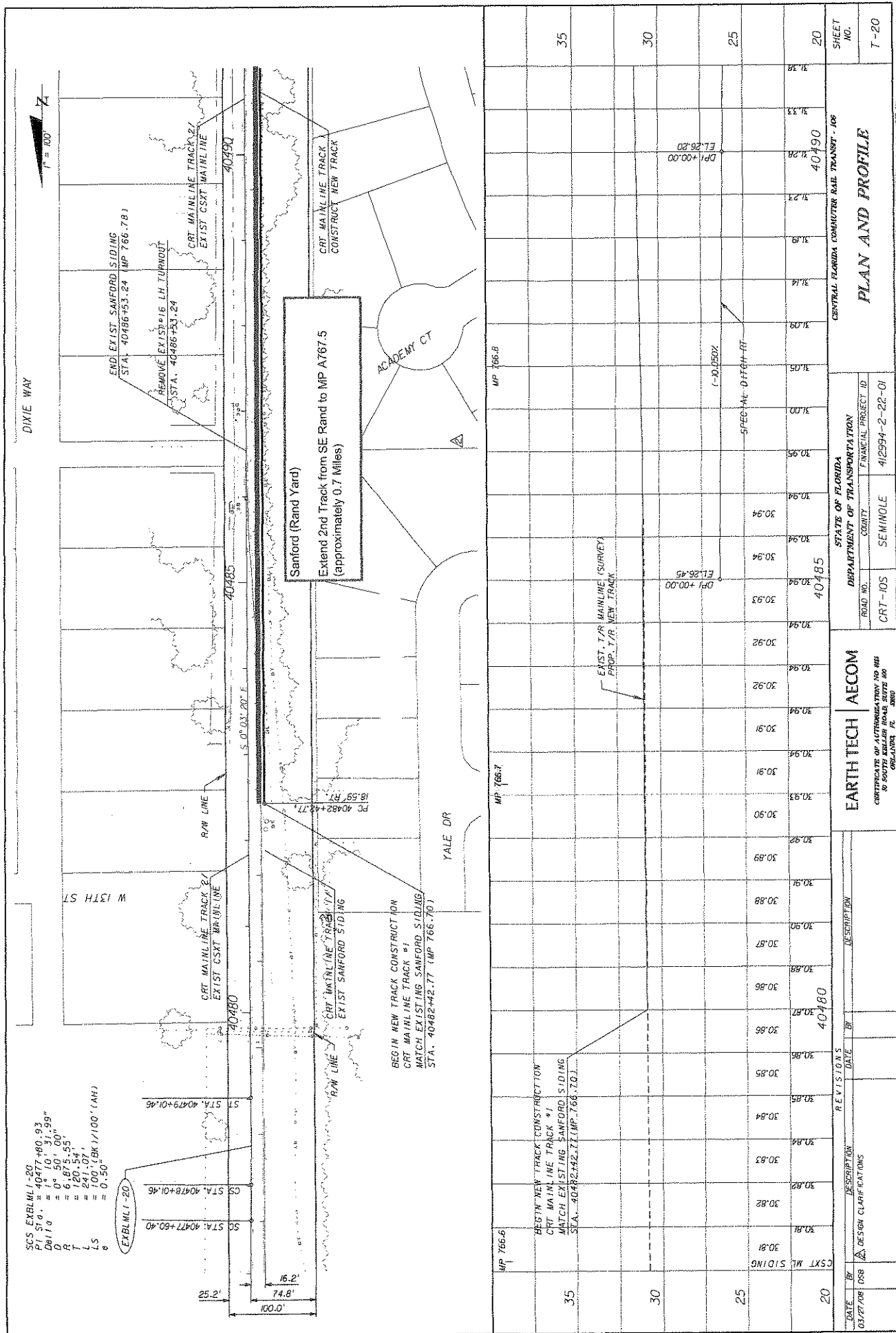






**RAND YARD - SANFORD, FL**

- EXISTING CUT MAIN TRACK TO BE RPT
- UNPAVED BY PLOT TO MAIN TRACK
- PROPOSED PLOT TRACK LAYOUT
- EXISTING CUT MAIN TRACK
- EXISTING CUT MAIN TRACK TO BE RPT
- EXISTING CUT MAIN TRACK TO BE RPT
- EXISTING CUT MAIN TRACK TO BE RPT
- PROPOSED PLOT PROPERTY LINE













JETPORT PARK  
ADDITION NO. 3  
P.B. 57, PGS. 120-126

# TRACT F CONSERVATION / OPEN SPACE

Stanton  
Install power switch to south end of Stanton Spur approximately MP 801

CORREA, JOSE L.  
O.R.B. 6781, PG. 3151  
10 13-24-29-1268-00-641

PART OF UNCLASSIFIED  
OF ES PROSPERITY

96  
PART OF UNNUMBERED  
LOT 96 POSSESS. COLONY

WARNING: WALKER  
PAPER PIPELINE  
96 PART OF UNNUMBERED  
AT 96 PROSPER CO ONLY

ORANGE AVE. (C.R. 527)  
PER ORANGE COUNTY RIGHT OF WAY MAP  
PREPARED BY DOWNEY-SINGLETON & ASSOC., INC.

PLAN OF BLOCK "T"  
PROSPER COLONY  
PLAT BOOK 0. PAGE 113

644.1.1 (P)  
082021 2021 17M1

EXSISTING 2011

...ENDING PAGE LINE

THE 7. LINE OF THE A.W. 1/4 OF SEC. 13

SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST

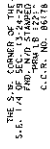
[illegible]

CENTRAL FLORIDA COMPUTER RAIL TRANSIT  
FROM MILEPOST 797.50 TO MILEPOST 802.74

RANGE 29 EAST

13. TOWNSHIP 24 SOUTH

## INDEX



THE S. E. CORNER OF THE  
S. E. 1/4 OF SEC. 13-24-29  
T. 29 N. R. 24 E. S. 29  
C. C. R. NO. 06170

JETPORT PARK  
ADDITION NO. 3  
P.B. 67, PGS. 120-126

EAST WETHERBEE RD.  
(MP 800.77)

4-XA-C.M.(NO ED.)  
N.Y. D.I. 11-18-1962

TRACY A  
DETENTION  
GRANGE COUNTY

TRACT 8  
DRAINAGE  
ORANGE COUNTY 1

TRACT A  
RETENTION

Stanton  
Install power switch to south end of Stanton Spur  
approximately MP 801

Install power switch to approximately MP 801

97  
PART OF UNNUMBERED  
LEY 97 PROPOSE COLONY

ORANGE AVE. (C.R. 527)  
PER ORANGE COUNTY RIGHT OF WAY MAP  
PREPARED BY BOWEN-SINCLAIER & ASSOC., INC.

PLAN OF BLOCK "T"  
PROSPER COLONY  
P.B. D. PG. 115

P.O.C. PARCEL 1-5, 1-5A  
THE S.W. CORNER OF THE  
S.W. 1/4 OF SEC. 13-24-29  
#NO. 150 STAGED - ORANGE  
COUNTY - IN CONC. PARKING  
C.C.R. NO. 94172

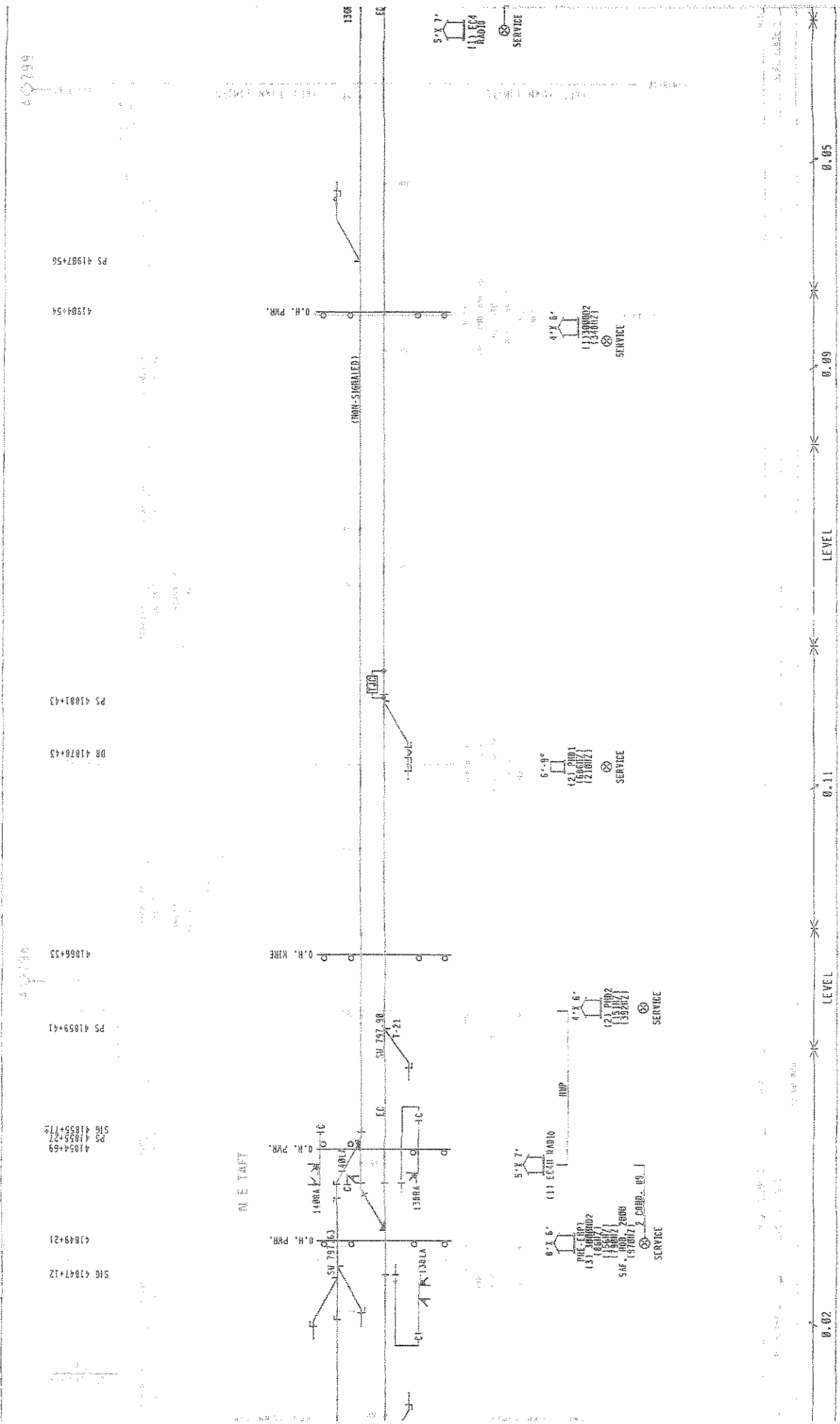
R.A. RIGHT OF WAY SUBJECT TO THE FOLLOWING  
CONSTITUTIONAL THIRD PARTY AGREEMENTS (SEE  
SHEETS 20 AND 29 FOR FURTHER INFORMATION):

SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST

[illegible]







PS 41926+48  
S16 41926+585

S16 41954+99  
PS 41953+97  
DR 41954+99  
S16 41956+972

DR 41994+14  
PS 42981+14  
S16 42981+64

TAFT

3' X 4'  
1361C  
1361A

CODED TRACK

CODED TRACK

CODED TRACK

CODED TRACK

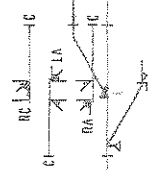
CODED TRACK

CODED TRACK

CODED TRACK

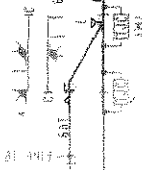
CODED TRACK

N.E. STATION  
HP. 4-200.59



6'-6" X 0'-0"  
EPIC III R4010

S.E. STATION  
HP. 4-200.59



4'-11"  
EPIC III  
POWER POOL

3' X 4' EPIC III POWER POOL  
S.E. STATION  
HP. 4-200.59  
S16 42981+64  
PS 42981+14  
DR 41994+14

41981+97  
S16 41981+97

0.12

0.22

0.05

0.31

0.45

0.12

0.00

0.03

0.04

PROJECT: SANFORD SUB

CSX TRANSPORTATION DEPARTMENT	<input type="checkbox"/> BY	DATE
CSX DESIGN & CONSTRUCTION	<input type="checkbox"/> BY	DATE
CSX SIGNAL CONSTRUCTION	<input type="checkbox"/> BY	DATE
CSX SIGNAL MAINTENANCE	<input type="checkbox"/> BY	DATE
CSX SIGNAL ENGINEERING	<input type="checkbox"/> BY	DATE

REVISIONS

1. REVISED ON 02-16-07 PER FIELD
2. REVISED ON 03-12-07 PER HCC
3. REVISED PRELIMINARY ON 03-22-07 SW/AN
4. REVISED ON 03-27-07 PER HCC
5. 05-10-07 REVISED PER HCC REVIEW
6. 05-20-07 REVISED PER CSX REVIEW
7. 06-04-07 REVISED

PRELIMINARY

PROJECT #23C

- (LEVEL 1) TITLE BLOCK AND BORDER  
(LEVEL 2) BLACK = EXISTING  
(LEVEL 3) YELLOW = GUT  
(LEVEL 4) YELLOW = GUT  
(LEVEL 5) = NEW AC SERVICE  
(LEVEL 6) = EXISTING AC SERVICE  
(LEVEL 7) = EXISTING AC SERVICE  
= CHIBING

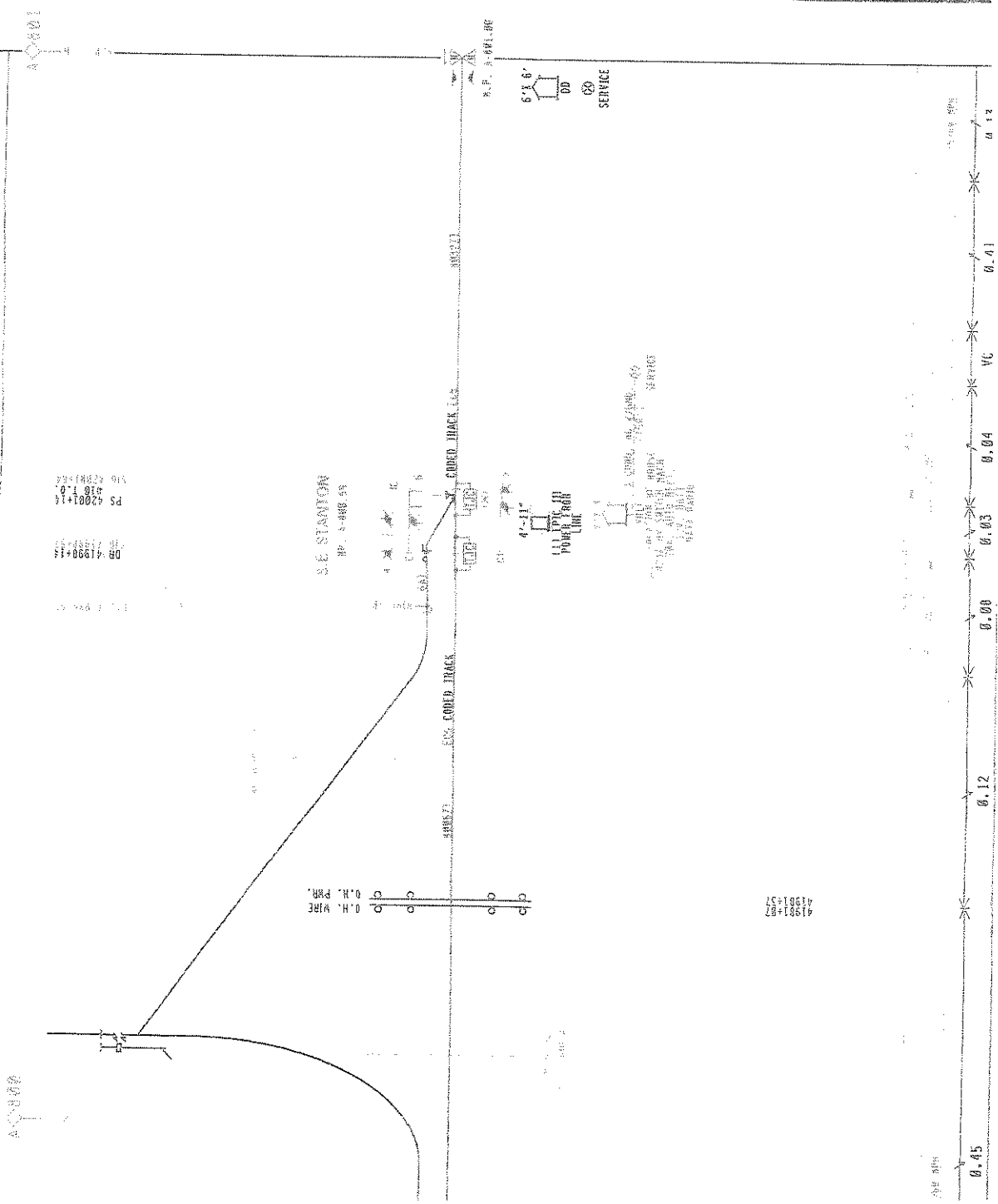
HORIZONTAL SCALE:  
1 INCH = 500 FEET

ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF  
UNLESS OTHERWISE SPECIFIED

SANFORD SUB

STANTON, FL (PROJECT #23C)  
DESIGNER/SURVEY SKETCH

DESIGNED SHE/PHB	DIGITIZED SHE/MSY	CHECKED SHE	DATE 03-22-07
NEXT FILE	NEXT SH	FILE	SHEET



A-0002

42053+05

SIG 42045+72

O.R. P.R.

O.R. P.R.

CODED TRACK

CODED TRACK

0018

0-12

0015

8'x 8' SERVICE

8'x 8' SERVICE  
P.R. 1500002  
(1) 1500002

0.23

0.02

0.08

0.11

LEVEL

0.13

0.13

20

884

SIG 42146+42  
SIG 42144+42

KISSIMMEE HOODOUT  
HP. A-883.30

1300A  
1300A

CODED TRACK

KK 1301A

8'-6" 5'-9"



175  
175  
175

SERVICE

LEVEL

0.12

LEVEL

0.00

0.23

0.58

VC

0.12

0.17 0.15 VC 0.50 VC 0.24 0.10 0.20 0.13 0.07

9'-8"  
 (1) PWD  
 (39242)  
 SERVICE

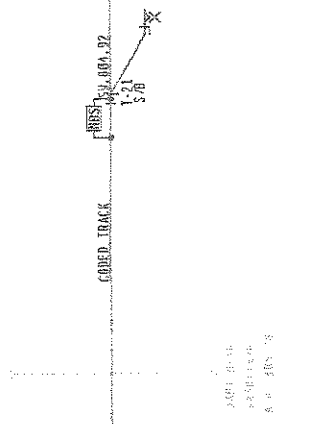
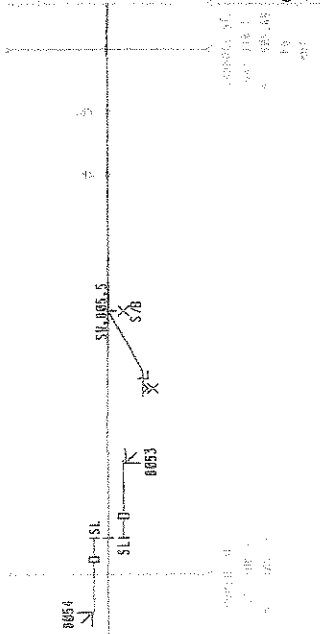
4'-11"  
 (1) PWD  
 (26447)  
 SERVICE

R.H. PWR.  
 O.H. PWR.

CORRED TRACK

PS 42259+88  
 DR 42256+80  
 SIC 42250+52  
 42237+91  
 42230+40  
 PS 42229+12  
 DR 42232+12

A 845



PROJECT APPROVAL SHEET-077

CSX TRANSPORTATION DEPARTMENT	<input type="checkbox"/>	BY	DATE
CSX DESIGN & CONSTRUCTION	<input type="checkbox"/>	BY	DATE
CSX SIGNAL CONSTRUCTION	<input type="checkbox"/>	BY	DATE
CSX SIGNAL MAINTENANCE	<input type="checkbox"/>	BY	DATE
CSX SIGNAL ENGINEERING	<input type="checkbox"/>	BY	DATE

REVISIONS

1. REVISED ON 02-16-07 PER FIELD
2. REVISED ON 03-12-07 PER HCC
3. REVISED PRELIMINARY ON 03-22-07 SUE/ANK
4. REVISED ON 03-27-07 PER HCC
5. 05-10-07 REVISED PER HCC REVIEW
6. 05-20-07 REVISED PER CSX REVIEW
7. 06-04-07 REVISED

PRELIMINARY

PROJECT #23C

(LEVEL 1) TITLE BLOCK AND BORDER  
(LEVEL 2) BLACK = EXISTING

NOTE

(LEVEL 3) YELLOW = OUT

(LEVEL 5) = NEW AC SERVICE

(LEVEL 9) = EXISTING AC SERVICE

(LEVEL 10) = EXISTING AC SERVICE

(LEVEL 11) = CRUISING

HORIZONTAL SCALE:  
1 INCH = 500 FEET

CSX TRANSPORTATION  
SANFORD SUB  
STANTON, FL (PROJECT #23C)  
DESIGNER/SURVEY SKETCH  
DATE 03-22-07  
SHEET 002

DESIGNED  
SHE/PHB

DIGITIZED  
SHE/ACV

CHECKED  
SHE

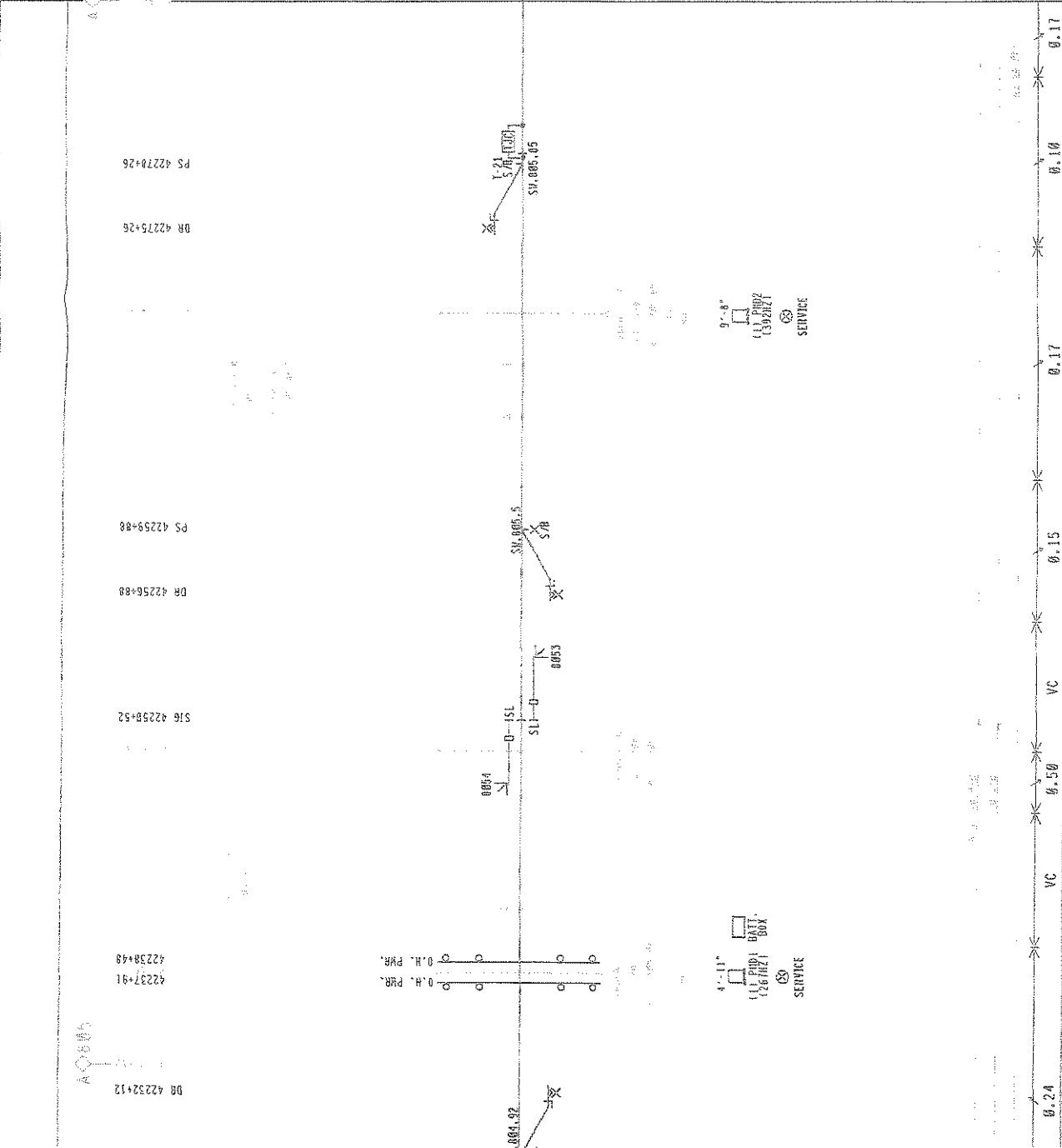
DATE  
03-22-07

SHEET  
002

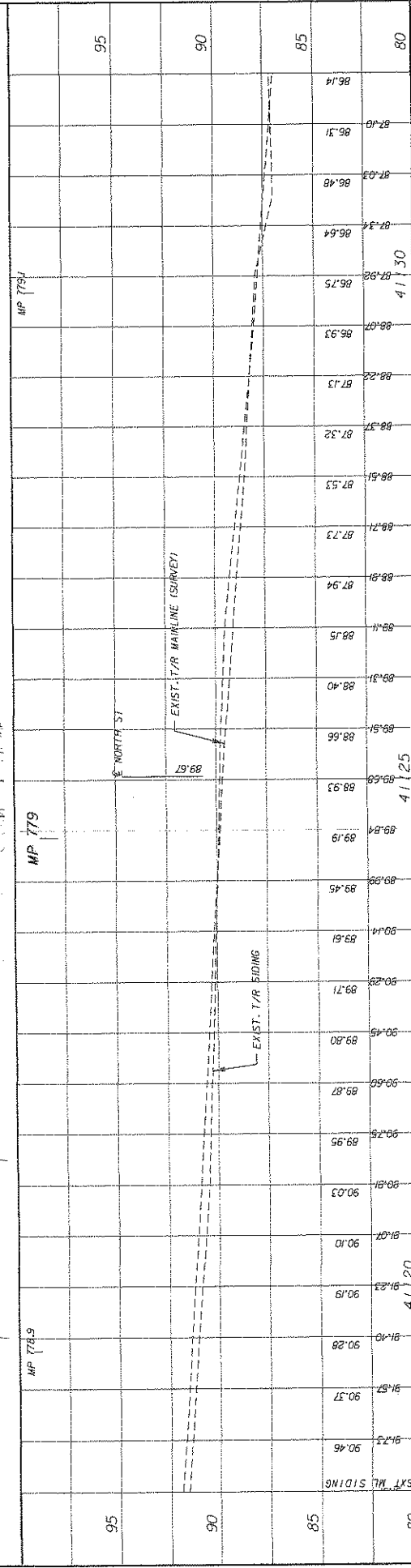
NEXT FILE

NEXT SH

FILE  
FL2006142





[illegible]



**SCHEDULE B**

Plans for Kaley Yard Improvements

