

COPY

EXECUTION COPY

**THIRD AMENDMENT
to the
TRANSITION AGREEMENT**

THIS THIRD AMENDMENT TO THE TRANSITION AGREEMENT (this "Third Amendment"), made as of October ^{5th}, 2011 (the "Third Amendment Effective Date"), by and between STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, ("State") and CSX TRANSPORTATION, INC., ("CSXT"), amends that certain TRANSITION AGREEMENT dated as of November 30, 2007, by and between State and CSXT, as previously amended (the "Transition Agreement").

WHEREAS, the Transition Agreement was previously amended by the First Amendment to Transition Agreement dated March 29, 2010 (the "First Amendment"), and also by the Second Amendment to Transition Agreement dated December 20, 2010 (the "Second Amendment"), and

WHEREAS, the Parties desire to further amend the Transition Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, the Parties hereto, intending to be legally bound, agree as follows:

1. (a) The Table of Milestones appearing in Section 2(a) of the Transition Agreement is amended and restated in its entirety to read:

<i>Milestone</i>	<i>Estimated Date to be achieved</i>
(1) Funding of final design, permit applications and long lead items re S-Line improvements	April 1, 2010
(2) State procurement of design-build-maintain contractors	Done
(3) CSXT target date for the Development Order for the Terminal Facility	Done
(4) Closing Date and State Management Date	November 3, 2011
(5) State procurement of temporary dispatch services	November 3, 2011
(6) Anticipated State procurement of permanent dispatch services	March, 2013
(7) CSXT target date for Pollard Road access to Terminal Facility	6 months from State funding
(8) CSXT target date for the completion of the Terminal Facility	30 months from State funding
(9) Commissioning and demonstration of Commuter Rail System	On or about November 1, 2013

(10) Revenue Operation Date	No later than April 2, 2014, subject to Section 13.
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(b) The phrase "Effective Date" in Section 2(b) is hereby amended to read "Third Amendment Effective Date."

2. The last sentence of Section 6(a) is hereby amended to read, in its entirety:

"State will use its best efforts to complete Phase I by that date which is thirty (30) months after the Closing and Phase II by that date that is two (2) years after the completion of Phase I, provided, however, that construction of Phase II shall not commence before April 2, 2014, and provided, further, that commencement of Commuter Rail Service over Phase II shall not begin until the Terminal Facility and all of the projects described in Section 6(a)(i) of the Master Agreement have been completed, the Section 7 Trains diverted and the Train Diversion Holdback paid to CSXT."

3. Subsection 5(a)(2) is hereby amended and restated in its entirety as follows:

"(2) During the Transition Period only, when the State Property will be used by CSXT for Rail Freight Service, by FCEN (pursuant to FCEN's separate agreements with State and with CSXT as described below) and/or by Amtrak for Intercity Rail Passenger Service pursuant to the Amtrak Agreement, CSXT shall pay to State a fixed operation and maintenance cost of \$3,500,000.00 per year in equal monthly installments for operation and maintenance of the Central Florida Rail Corridor."

4. Subsection 5(c) is hereby amended and restated in its entirety as follows:

"(c) On or before the State Management Date, CSXT shall prepay to State one-twelfth (1/12th) of the annual amount set forth in Section 5(a)(2) (i.e., \$291,666.66) and shall transmit such prepayment monthly thereafter."

5. Subsection 7(e) is hereby deleted and in lieu thereof the parties agree that it shall be a condition to the effectiveness of this Third Amendment that CSXT, EVWR and State have entered into, executed and delivered on or before the Third Amendment Effective Date that certain Joint Rail Project Agreement (Non-Federal) (Roadway Project) for expenses related to development of supporting roadway and infrastructure to and from the Terminal Facility in the maximum total amount of Nine Million Dollars (\$9,000,000.00).

6. Subsection 7(f) is hereby restated in its entirety as follows:

"(f) State shall pay to CSXT at Closing, in cash or its equivalent, the sum of Twenty-Three Million Dollars (\$23,000,000.00), less any advance made pursuant to subparagraph (1), below, in order to enable the cessation of certain freight related operations and facilities in Orlando, and the transfer of certain freight trains from the State Property to the S-Line.

(1) Within five (5) days of the Third Amendment Effective Date, State shall advance Four Million Dollars (\$4,000,000.00) to CSXT to accelerate long lead items necessary to meet the milestones described herein. If the Contract is terminated for any reason prior to the Closing, CSXT will return to State the entire \$4,000,000.00 on or before the termination date."

7. Section 13 of the Transition Agreement is amended and restated in its entirety to read:

"Section 13. Termination and Commencement of CFOMA.

The commencement of Commuter Rail Service shall be subject to the mutual agreement of the parties and set forth in writing, which date shall be no later than April 2, 2014, subject to the following:

(a) The Train Diversion Holdback described in Section 7 of this Transition Agreement shall, in any case, be paid to CSXT prior to the commencement of Commuter Rail Service over Phase I.

(b) If CSXT and State agree in writing to a date certain for Commuter Rail Service to commence that is earlier than April 2, 2014 and all of the Section 7 Trains have not been diverted by that certain date, CSXT and State shall, subject to mutual agreement, jointly modify the Service Plan as may be necessary to accommodate Railroad Operations on the State Property.

(c) (1) CSXT shall not withhold its written agreement to the commencement of Phase I Commuter Rail Service on or later than April 2, 2014, unless an event of Force Majeure (as defined in Section 22 of the CFOMA), has delayed CSXT's completion of the CSXT work described in the Contract or any Ancillary Agreement or any of the following conditions precedent are not satisfied as of the proposed commencement date:

(i) all funds necessary to satisfy State's obligation under the Contract or any Ancillary Agreement have been appropriated by the Legislature and constitute incurred obligations of the State of Florida (and if not disbursed, have been certified forward pursuant to law for disbursement to CSXT in the next fiscal year); and

(ii) no default or breach has occurred in State's funding or payment obligations under the Contract or any Ancillary Agreement.

(2) For purposes of this Agreement, State shall notify CSXT by October 26, 2011 whether action or inaction by the FRA may impact the realization of the milestone date for Closing set forth in Subsection 2(a). If it is determined that action or inaction by the FRA will delay the milestone date for Closing, then the parties shall cooperate to agree, on or before October 31, 2011, on a date for postponement of the date set forth in Subsection 13(c) on or after which CSXT will not withhold its written agreement to the commencement of Phase I Commuter Rail Service.

(d) The date certain to be agreed by State and CSXT in writing as set forth in this Section 13 shall coincide with the Revenue Operation Date and shall be the Commencement Date as defined in CFOMA. Upon said date this Transition Agreement shall terminate. In the event that the parties fail to agree on such a date, the matter shall be resolved pursuant to the dispute resolution procedures of Section 17 of CFOMA, including, if necessary, binding arbitration."

8. The Dispatching Services Agreement attached as Appendix C to the Transition Agreement shall be disregarded and deemed to be replaced in its entirety by the Dispatching Services Agreement attached hereto as Appendix 1.

9. The Orientation Services Agreement attached as Appendix D to the Transition Agreement shall be disregarded and deemed to be replaced in its entirety by the Orientation Services Agreement attached hereto as Appendix 2.

10. The last sentence of Paragraph 13 of the Second Amendment is hereby deleted and restated in its entirety as follows:

"Exhibits A, B and C referred to in the modification of the various definitions contained in the Second Amendment have been agreed upon by the parties and are attached hereto as Exhibits A, B and C and are incorporated herein and shall replace Exhibits A, B and C to the Second Amendment."

11. A new Section 14 is added as follows:

"Section 14. Arrangements for Overview Screens. State desires to acquire a dispatch operation monitoring system that will interface with CSXT operations dispatching and control centers (the "CSXT System") so State will have view-only capabilities to monitor train operations over the State Property between SE DeLand and Poinciana. Such sharing of train movement information will allow for greater planning, coordination and safety of all railroad operations on the State Property. CSXT shall design, install and maintain such system (the "Monitoring System") to interface with the CSXT System. The Monitoring System shall consist of supporting

software at State's CFRCC in Altamonte Springs, FL, Office of Chief Operating Officer in Sanford, FL, and the Florida Department of Transportation Orlando Regional Traffic Management Center in Orlando, FL. The Monitoring System shall display customized overview screens that superimpose the Orlando Subdivision (SE DeLand and Poinciana), and a portion of CSXT's line segments to the north and the south of the Orlando Subdivision on the State provided workstations. State shall provide workstations with two monitors and all necessary communication links at the three State locations. State shall pay to CSXT the licensing and installation fee of \$3,900.00 per user as well as associated costs, if any, of on-site visits, training, etc. CSXT has advised State that from execution of appropriate third-party CSX Information Users forms, coordination of each party's IT Departments, and receipt by CSXT of the licensing and installation fee of \$11,700.00, timeline for completion of the Monitoring System is approximately sixty (60) days. Invoicing of associated costs, if any, shall be pursuant to payment arrangements agreed between State and CSXT and approved by the State Division of Financial Services. State will be responsible for Monitoring System support, including any upgrades, modifications, problem resolution and other maintenance, related to the Monitoring System. CSXT has advised that the CSXT System to which the Monitoring System is to be connected is scheduled to be upgraded in approximately eighteen (18) months, and that State may incur additional costs of such upgrade if State desires connectivity to the CSXT System through the Monitoring System after such upgrade. The Monitoring System shall be deemed the property of CSXT. All proprietary information belonging to CSXT that is contained within the Monitoring System, including information relating to railroad track layout and train movement, shall remain the property of CSXT. State will not make any copies of the proprietary information except where necessary to carry out its obligations under this Agreement, and will make no use of the proprietary information except as contemplated by this Agreement; it being the intention of the Parties that State be prohibited from using the proprietary information for its own gain or

purpose, financial or otherwise, except in the manner authorized by CSXT under this Agreement, and pursuant to state law."

12. This Third Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

13. Other than as expressly set forth above, the terms and conditions of the Transition Agreement remain in full force and effect.

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC. and STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, pursuant to due corporate and statutory authority, have caused their names to be signed hereto by officer(s) or official(s) hereunto duly authorized as of the Third Amendment Effective Date.

CSX TRANSPORTATION, INC., a Virginia corporation

By: 
(Signed Name)

Print Name: Peter J. Shutz

Its: Authorized Agent

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
(Signed Name)

Print Name: Ananth Prasad

Its: Secretary

LEGAL REVIEW:

Special Counsel

APPROVED AS TO FINANCIAL TERMS AND FUNDS ARE PROGRAMMED

Office of the Comptroller

[signature page of Third Amendment to Transition Agreement]

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC. and STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, pursuant to due corporate and statutory authority, have caused their names to be signed hereto by officer(s) or official(s) hereunto duly authorized as of the Third Amendment Effective Date.

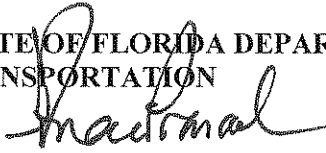
CSX TRANSPORTATION, INC., a Virginia corporation

By: _____
(Signed Name)

Print Name: Peter J. Shudtz

Its: Authorized Agent

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: 

(Signed Name)

Print Name: Ananth Prasad, P.E.

Its: Secretary

LEGAL REVIEW:


Special Counsel

APPROVED AS TO FINANCIAL TERMS AND FUNDS ARE PROGRAMMED


Office of the Comptroller

[Signature page of Third Amendment to Transition Agreement]

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#10507419_v12

Exhibit A

AGREEMENT #	INDUSTRY	CSX OWNERSHIP IN SIDETRACK	SWITCHES	MILEPOST
CSX047258	Pierce Hardy	150 ft	1	A749.85
CSX047820	Conrad Yelvington	150 ft	1	A749.93
CSX048041	Conrad Yelvington	300 ft	2	A761.17
CSX043611	Conrad Yelvington	606 ft	1	A766.11
SCL023104	Arthur Green	150 ft	1	A767.29
CSX673992	Old Castle APG dba Harwood Brick	150ft	1	A778.98
CSX003430	Conrad Yelvington	150 ft	1	A791-792
CSX011541	Michigan Properties	150 ft	1	A792.26
CSX035718	Southern Warehouse	150 ft	1	A792.46
CSX007498	Southern Warehouse	245 ft	1	A792.95
CSX007497	Southgate Properties	488 ft (Track 2) 150 ft (Track 10)	1	A792.9
CSX660719	Boise Cascade	306 ft	2	A793.3
CSX659297	New Venture Land Trust.	300 ft	1	A794.56
ACL007168	Inland Paperboard	150 ft	1	A795.3
SCL008384	Sewell Plastics	260 ft	1	A796.19
SCL030250	Sewell Plastics	150 ft	1	A796.27
ACL007815001	Howard Fertilizer	150 ft	1	A798.8
SCL031044	Chemcentral	628 ft	1	A797
CSX056841	Corridor Materials	223 ft (Track 798.8(2)) 280 ft (Track 798.8(2)) 205 ft (Crossover 1)	3	A798.78
CSX003449	Airport Industrial	361 ft	1	A798.83
SBD004200	James Strates	136.4 ft	1	A799.12
SBD003282	Orlando Utilities	685 ft (north leg) 1179 ft (south leg)	1 1	A800.58
CSX056942	Cornerstone Logistics	150	1	A801.98
CSX003475	Ewing Irrigation	280 ft	1	A804.95
CSX660427	Avatar Properties	160 ft	1	A813.79

Exhibit B

AGREEMENT #	INDUSTRY	INDUSTRY OWNERSHIP WITHIN R.O.W.	MILEPOST
CSX047258	Pierce Hardy	277 ft	A749.85
CSX047820	Conrad Yelvington	5067 ft	A749.93
CSX048041	Conrad Yelvington	2106 ft	A761.17
CSX673992	Old Castle APG dba Harwood Brick	508 ft	A 778.98
CSX003430	Conrad Yelvington	182 ft	A791-A792
CSX007498	Southern Warehouse	213 ft	A792.95
CSX 007497	Southgate Properties	721 ft	A792.90
SCL008384	Sewell Plastics	380 ft	A 796.19
SCL030250	Sewell Plastics	150 ft	A796.27
CSX007815	Inland Paperboard	405 ft	A795.30
ACL007815	Howard Fertilizer	95 ft	A798.80
ACL007073	James Strates	213.5 ft	A799.12
CSX043611	Conrad Yelvington	2000 ft	A766.11
CSX056841	Corridor Materials	11224 ft	A798.78
CSX056942	Cornerstone Logistics	632 ft	A801.98
CSX660427	Avatar Properties	230 ft	A813.79

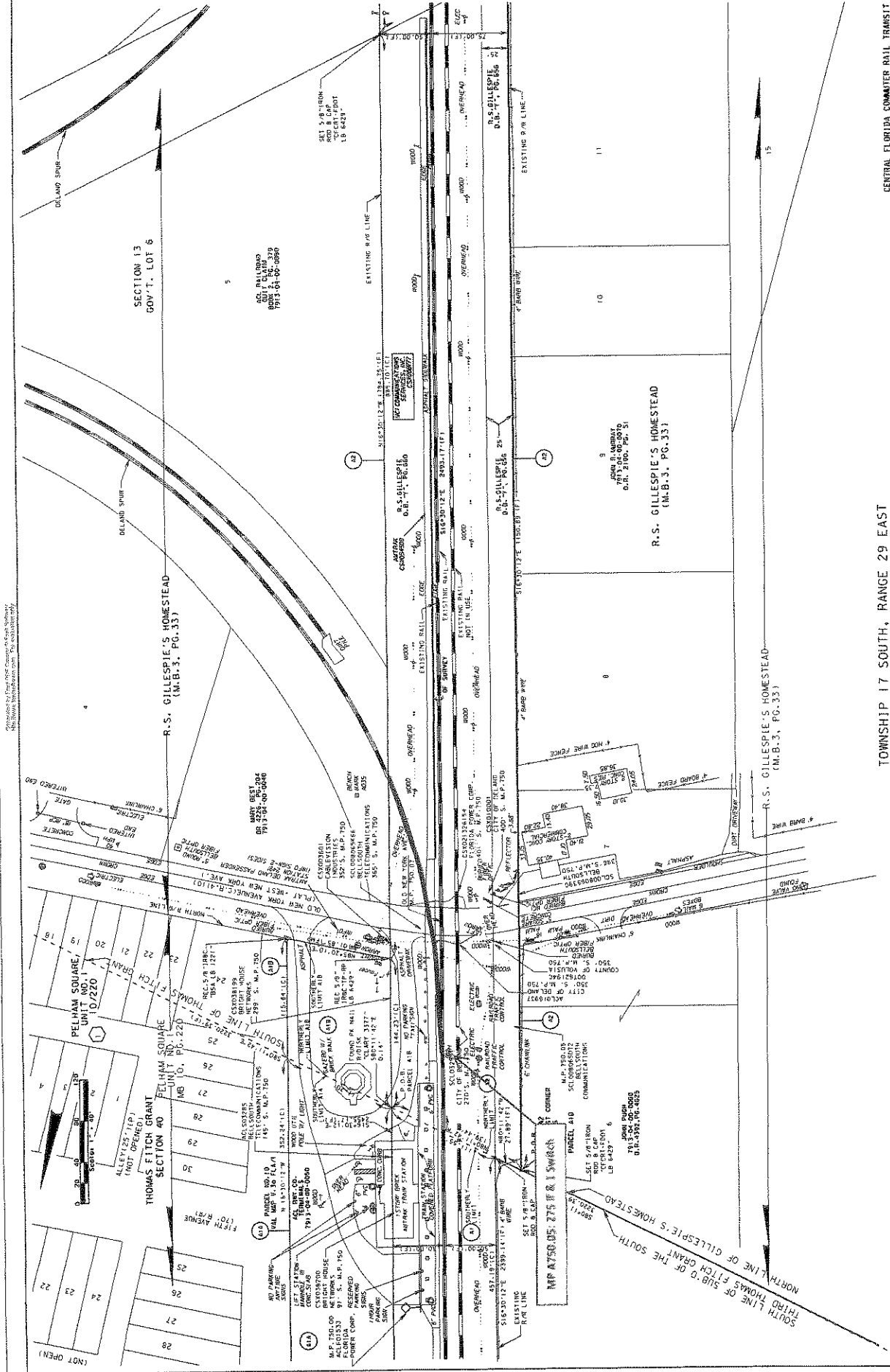
Exhibit C

Conveyed Sidetracks

Length of track measured between point of switch and corridor boundary line
 Certain tracks will be reconfigured as a result of the CFCRT Project and the Exhibit will be modified accordingly.

Location	Facilities
Rand Yard	North: 1500 lf and 3 switches
	Mid: 105 lf and 1 switch
	South: 1500 lf and 4 switches
Kaley Yard	North: 150 lf and 1 switch
	South: 140 lf and 1 switch
Pineloch Yard	North: 160 lf and 1 switch
	South: 370 lf and 2 switches
Taft Yard	North: 1860 lf and 1 switch
	South: 100 lf and 1 switch
	200 lf and 1 switch
Contractor/Team Track:	515 lf and 1 switch
	90 lf and 1 switch
Intermodal Wye Track	North: 280 lf and 1 switch
	South: 303 lf and 1 switch
Sanford Sidetrack(s)	East: 160 lf and 1 switch
	West: 110 lf and 1 switch
Deland Spur:	North: 275 lf and 1 switch
	South: 340 lf and 1 switch
Aloma Spur	1100 lf (3 tracks) and
	3 switches

Note: Drawings defining the referenced trackage are attached hereto and incorporated herein as a part of this Exhibit.



TOWNSHIP 17 SOUTH, RANGE 29 EAST

FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING

SECTION 13
GOV'T. LOT 6

R.S. GILLESPIE'S HOMESTEAD
(M.B. 3, PG. 33)

R.S. GILLESPIE'S HOMESTEAD
(M.B. 3, PG. 33)

R.S. GILLESPIE'S HOMESTEAD
(M.B. 3, PG. 33)

STATE ROAD NO. 79000 VOLUSTA COUNTY

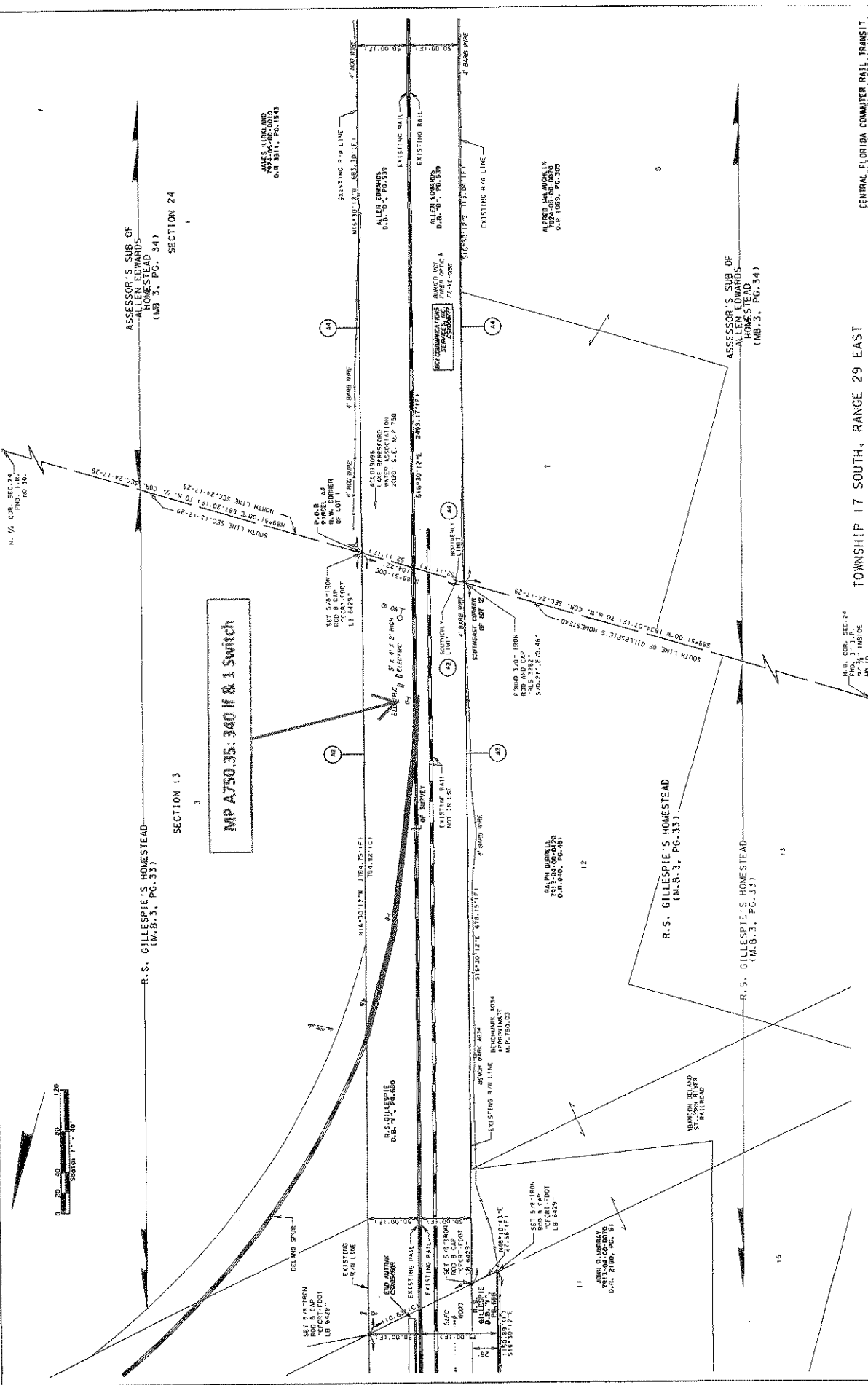
NO.	DATE	BY	REVISION
1	11/20/00	J. W. HARRIS	ISSUED FOR CONSTRUCTION
2	12/10/00	J. W. HARRIS	REVISED TO SHOW RAIL TRACKS
3	01/25/01	J. W. HARRIS	REVISED TO SHOW SURVEY DATA

PROJECT: CENTRAL FLORIDA COMMUTER RAIL TRANSPORTATION
SUBJECT: "A" MAINLINE BOUNDARY SURVEY
DATE: 11-20-00
SCALE: 1" = 200'
SHEET: 8 OF 35

Produced by using "MAPCON" software in conjunction with the "ARC/INFO" software.

11/20/00
J. W. HARRIS
SURVEYING AND MAPPING

SECTION 13



ASSESSOR'S SUB OF ALLEN EDWARDS HOMESTEAD (M.B. 3, PG. 34) SECTION 24

SECTION 13

MP A750.35: 340 II & I Switch

ASSESSOR'S SUB OF ALLEN EDWARDS HOMESTEAD (M.B. 3, PG. 34)

FLORIDA DEPARTMENT OF TRANSPORTATION BOUNDARY SURVEY				FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING				CENTRAL FLORIDA COMMUTER RAIL TRANSIT SEGMENT "A" MAIN LINE BOUNDARY SURVEY				CENTRAL FLORIDA COMMUTER RAIL TRANSIT FROM MILEPOST 749.61 TO MILEPOST 756.06			
DATE	BY	REVISION	DESCRIPTION	DATE	BY	REVISION	DESCRIPTION	DATE	BY	REVISION	DESCRIPTION	DATE	BY	REVISION	DESCRIPTION

TOWNSHIP 17 SOUTH, RANGE 29 EAST

STATE ROAD NO. 79000

YOLUSA COUNTY

F.P. ID NO. 412994.2

SHEET 9 OF 35

FLORIDA DEPARTMENT OF TRANSPORTATION

BOUNDARY SURVEY

FLORIDA DEPARTMENT OF TRANSPORTATION

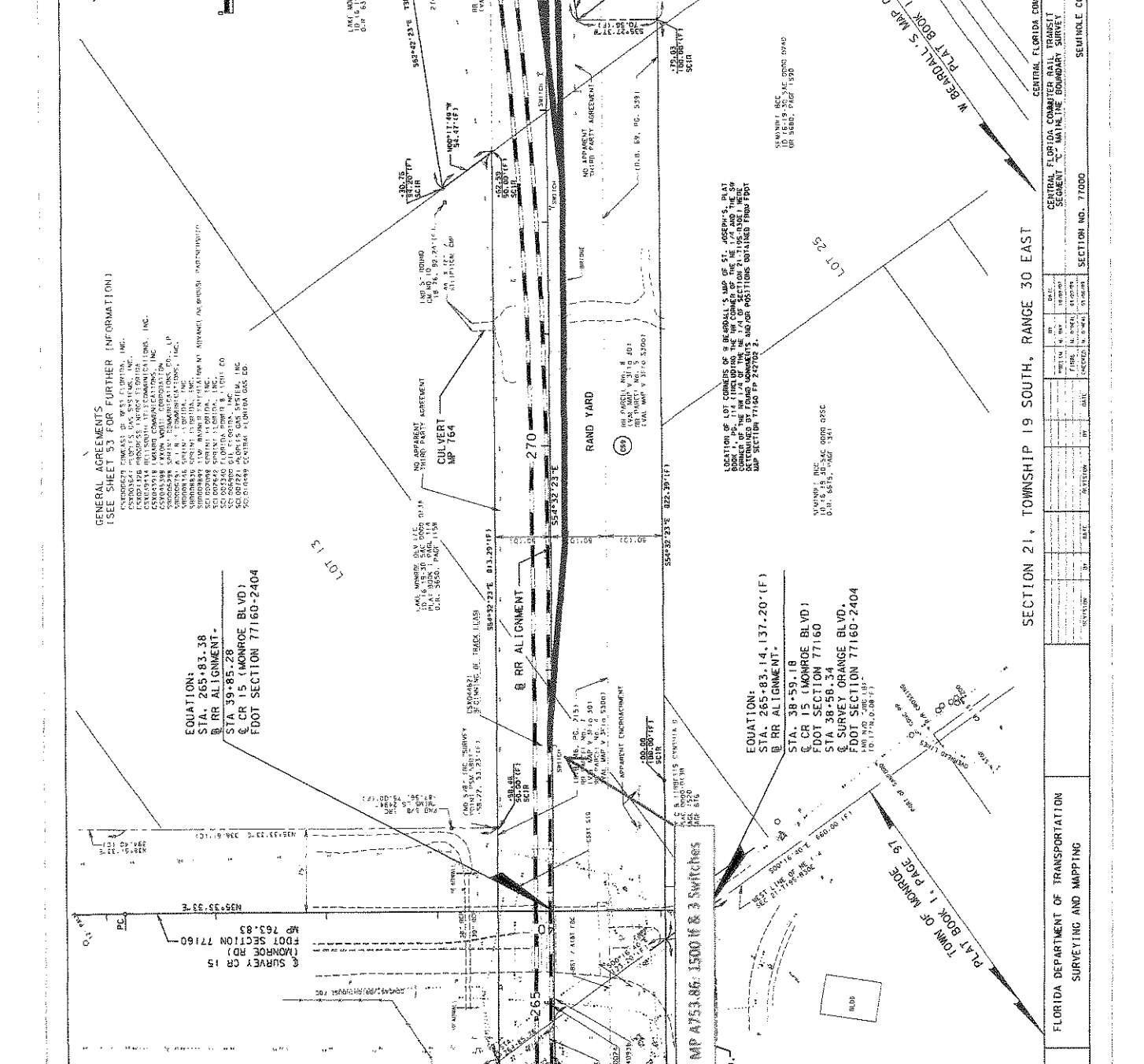
GENERAL AGREEMENTS
 (SEE SHEET 53 FOR FURTHER INFORMATION)

CONTRACTOR: CHANTRELL & WEST, FLORIDA, INC.
 DESIGNER: M. J. WEST, FLORIDA, INC.
 COUNTY: SEMINOLE COUNTY, FLORIDA
 DISTRICT: 12
 PROJECT NO.: 1200000000
 CONTRACT NO.: 1200000000
 THESE AGREEMENTS ARE MADE BY AND BETWEEN THE PARTIES HERETO, WHOSE NAMES AND ADDRESSES ARE SET FORTH BELOW:
 CHANTRELL & WEST, FLORIDA, INC., SUITE 200, 1000 N. MONROE BLVD., TALLAHASSEE, FLORIDA 32309-2200
 M. J. WEST, FLORIDA, INC., SUITE 200, 1000 N. MONROE BLVD., TALLAHASSEE, FLORIDA 32309-2200
 THESE AGREEMENTS ARE MADE THIS _____ DAY OF _____, 20____, AT TALLAHASSEE, FLORIDA.

EQUATION:
 STA. 265+83.38
 @ RR ALIGNMENT -
 STA 39+85.28
 @ CR 15 (MONROE BLVD)
 FDOT SECTION 77160-2404

EQUATION:
 STA. 265+83.14, 137+20.1(F)
 @ RR ALIGNMENT -
 STA 39+58.18
 @ CR 15 (MONROE BLVD)
 FDOT SECTION 77160-2404

EQUATION:
 STA. 265+83.14, 137+20.1(F)
 @ RR ALIGNMENT -
 STA 39+58.18
 @ CR 15 (MONROE BLVD)
 FDOT SECTION 77160-2404



NO.	DATE	BY	REVISION

SECTION 21, TOWNSHIP 19 SOUTH, RANGE 30 EAST
 SECTION NO. 71000

FLORIDA DEPARTMENT OF TRANSPORTATION
 SURVEYING AND MAPPING

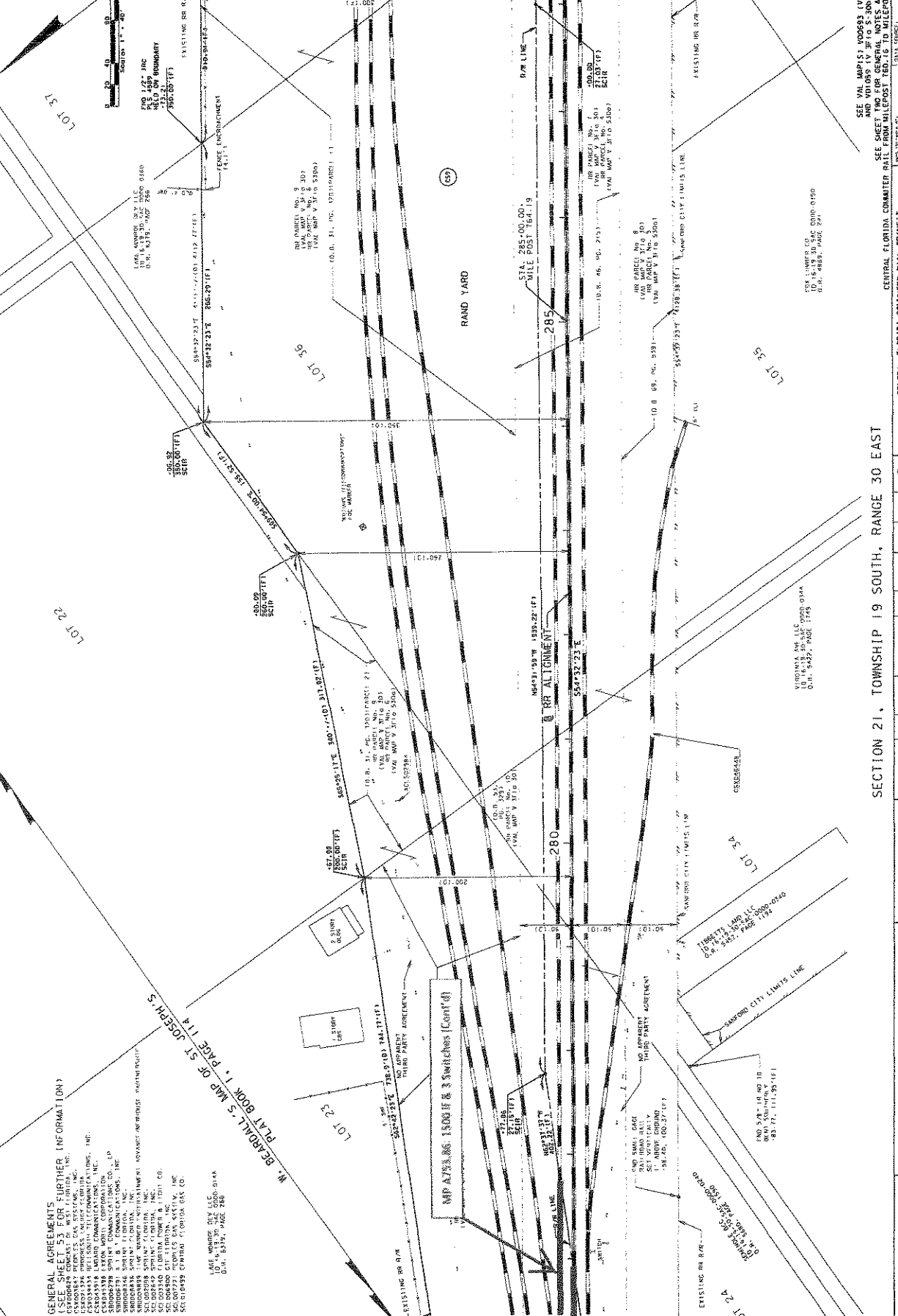
BOUNDARY SURVEY
 PLAT BOOK 1, PAGE 97
 TOWN OF MONROE

SEE VAL MAP 151 00000 (V 9710 301)
 SEE SHEET 53 FOR GENERAL NOTES AND LEGEND
 SEE SHEET 54 FOR GENERAL NOTES AND LEGEND
 SEE SHEET 55 FOR GENERAL NOTES AND LEGEND
 SEE SHEET 56 FOR GENERAL NOTES AND LEGEND
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 SEE SHEET 99 FOR GENERAL NOTES AND LEGEND
 SEE SHEET 100 FOR GENERAL NOTES AND LEGEND

GENERAL AGREEMENTS
(SEE SHEET 53 FOR FURTHER INFORMATION)

58000836 SHIMING FLORIDA, INC. (PARTNER: ADVANCED AIRPORTS - RAILWAY PROJECT)
 58000837 RECORDS & SURVEYING, INC.
 58000838 RECORDS & SURVEYING, INC.
 58000839 RECORDS & SURVEYING, INC.
 58000840 RECORDS & SURVEYING, INC.
 58000841 RECORDS & SURVEYING, INC.
 58000842 RECORDS & SURVEYING, INC.
 58000843 RECORDS & SURVEYING, INC.
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 58000860 RECORDS & SURVEYING, INC.

W. BEARDLE - MAP OF ST. JOSEPH'S
 PLAT BOOK 1, PAGE 114



SECTION 21, TOWNSHIP 19 SOUTH, RANGE 30 EAST

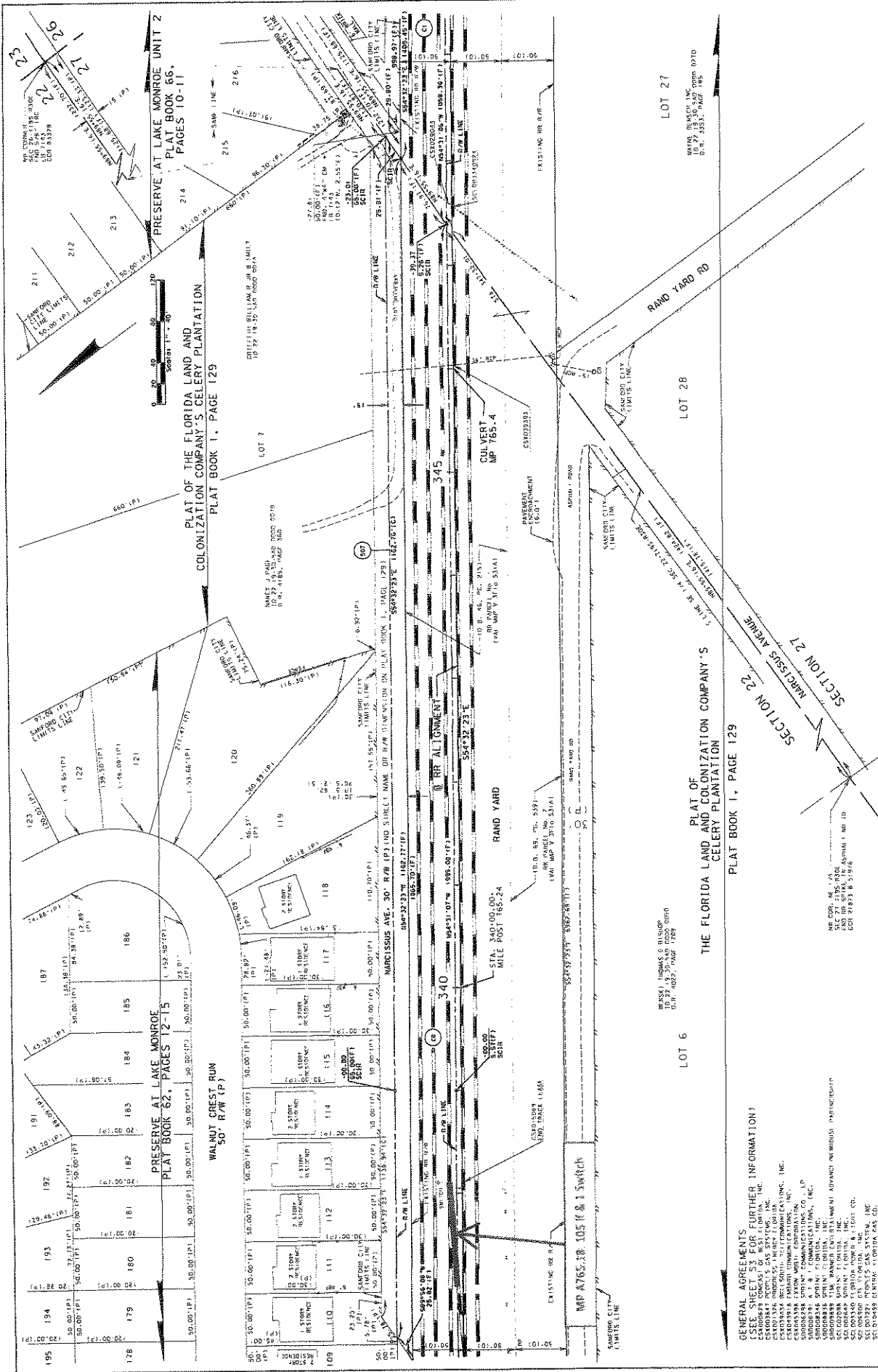
FLORIDA DEPARTMENT OF TRANSPORTATION
 SURVEYING AND MAPPING

BOUNDARY SURVEY

SECTION NO. 77000
 SEMINOLE COUNTY
 F.P. ID NO. 412994 2
 SHEET 29 OF 36

SEE VAL. MAPS: VD0693 (V 31 TO 3D)
 VD 16-19 TO 34C DMM-0150
 SEE SHEET NO. 5 FOR GENERAL LEGEND
 CENTRAL FLORIDA COASTER RAIL FROM MILEPOST 16.16 TO MILEPOST 171.92
 CENTRAL FLORIDA COASTER RAIL TRANSIT
 SEGMENT "C" MAINLINE BOUNDARY SURVEY

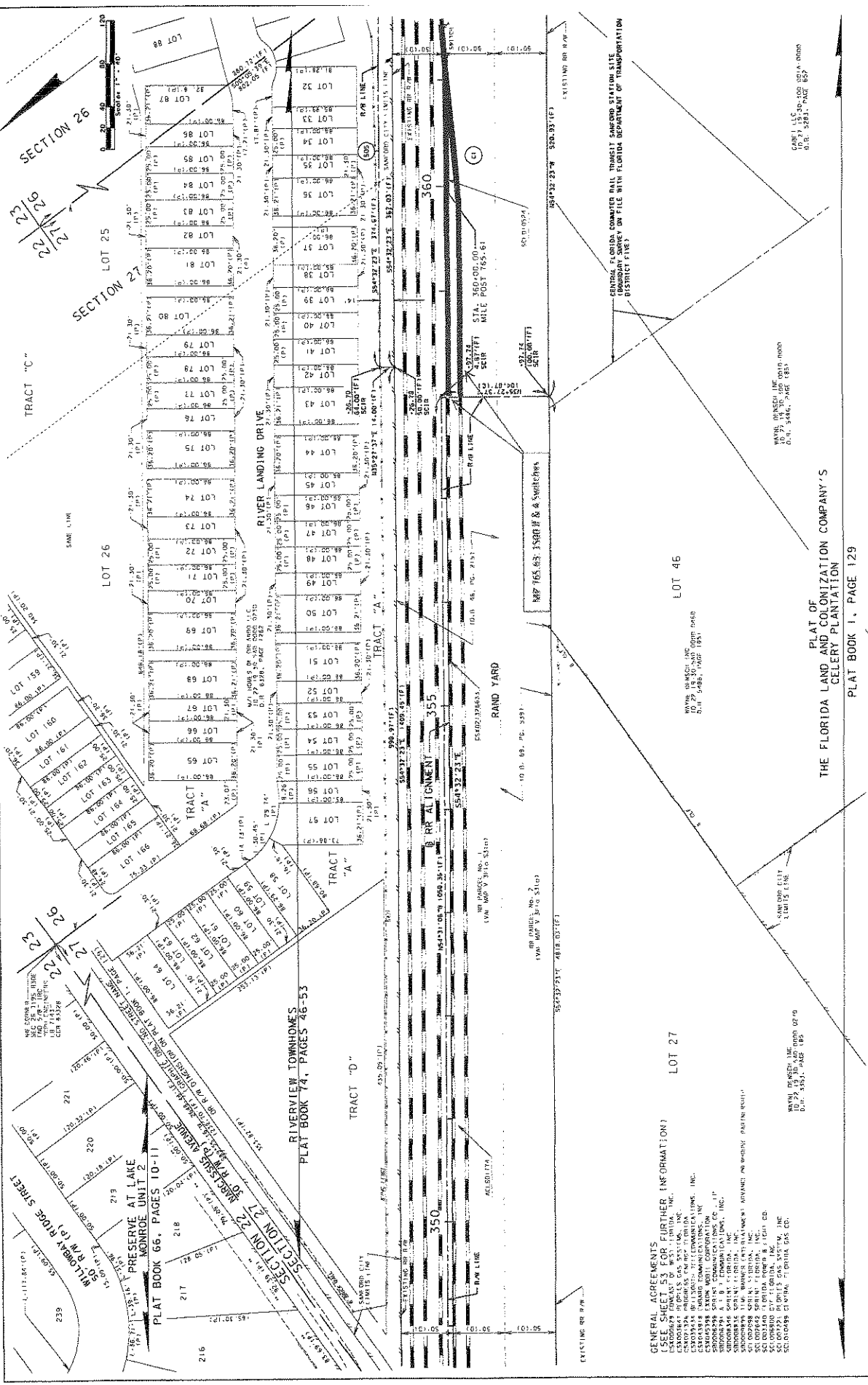
NO.	DATE	REVISION
1	10/20/11	ISSUED FOR CONSTRUCTION
2	11/15/11	REVISED TO REFLECT FIELD CHANGES
3	01/10/12	REVISED TO REFLECT FIELD CHANGES
4	03/05/12	REVISED TO REFLECT FIELD CHANGES
5	05/01/12	REVISED TO REFLECT FIELD CHANGES
6	07/01/12	REVISED TO REFLECT FIELD CHANGES
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18	07/01/14	REVISED TO REFLECT FIELD CHANGES
19	09/01/14	REVISED TO REFLECT FIELD CHANGES
20	11/01/14	REVISED TO REFLECT FIELD CHANGES



SEE VAL MAP 901061 (93 F10 531A)
 SEE SHEET 10 FOR GENERAL NOTES AND LEGEND
 GENERAL FLORIDA COMBATER RAILROAD DISTRICT, TOWNSHIP 19 SOUTH, RANGE 30 EAST

GENERAL AGREEMENTS
 (SEE SHEET 53 FOR FURTHER INFORMATION)
 1. THE SURVEY WAS MADE IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 471, F.S.
 2. THE SURVEY WAS MADE IN ACCORDANCE WITH THE FLORIDA COMBATER RAILROAD DISTRICT SURVEYING AND MAPPING ACT, CHAPTER 471, F.S.
 3. THE SURVEY WAS MADE IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 471, F.S.
 4. THE SURVEY WAS MADE IN ACCORDANCE WITH THE FLORIDA COMBATER RAILROAD DISTRICT SURVEYING AND MAPPING ACT, CHAPTER 471, F.S.
 5. THE SURVEY WAS MADE IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 471, F.S.
 6. THE SURVEY WAS MADE IN ACCORDANCE WITH THE FLORIDA COMBATER RAILROAD DISTRICT SURVEYING AND MAPPING ACT, CHAPTER 471, F.S.
 7. THE SURVEY WAS MADE IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 471, F.S.
 8. THE SURVEY WAS MADE IN ACCORDANCE WITH THE FLORIDA COMBATER RAILROAD DISTRICT SURVEYING AND MAPPING ACT, CHAPTER 471, F.S.
 9. THE SURVEY WAS MADE IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 471, F.S.
 10. THE SURVEY WAS MADE IN ACCORDANCE WITH THE FLORIDA COMBATER RAILROAD DISTRICT SURVEYING AND MAPPING ACT, CHAPTER 471, F.S.

NO.	NAME	DATE	REVISION
1	PREPARED	10/20/00	AS SHOWN
2	CHECKED	10/20/00	AS SHOWN
3	APPROVED	10/20/00	AS SHOWN
4	REVISION		
5	REVISION		
6	REVISION		
7	REVISION		
8	REVISION		
9	REVISION		
10	REVISION		



SECTION 26
SECTION 25
SECTION 27

TRACT "C"
TRACT "D"
TRACT "E"

LOT 1 through LOT 100

RIVER LANDING DRIVE
RIVERVIEW TOWNHOMES
PLAT BOOK 74, PAGES 46-53

RR AT TOWN
RR LINE

PLAT OF THE FLORIDA LAND AND COLONIZATION COMPANY'S
CELERY PLANTATION
PLAT BOOK 1, PAGE 129

TOWNSHIP 19 SOUTH, RANGE 30 EAST

GENERAL AGREEMENTS
(SEE SHEET 53 FOR FURTHER INFORMATION)

SECTION 25, 26, 27, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING

BOUNDARY SURVEY

SECTION NO. 77000

F.P. ID NO. 412994 2

SHEET 31 OF 56

SEE PLAT MAP NO. 0061 (P. 53 & 54) FOR BOUNDARY SURVEY INFORMATION AND DISTRICT FIVE

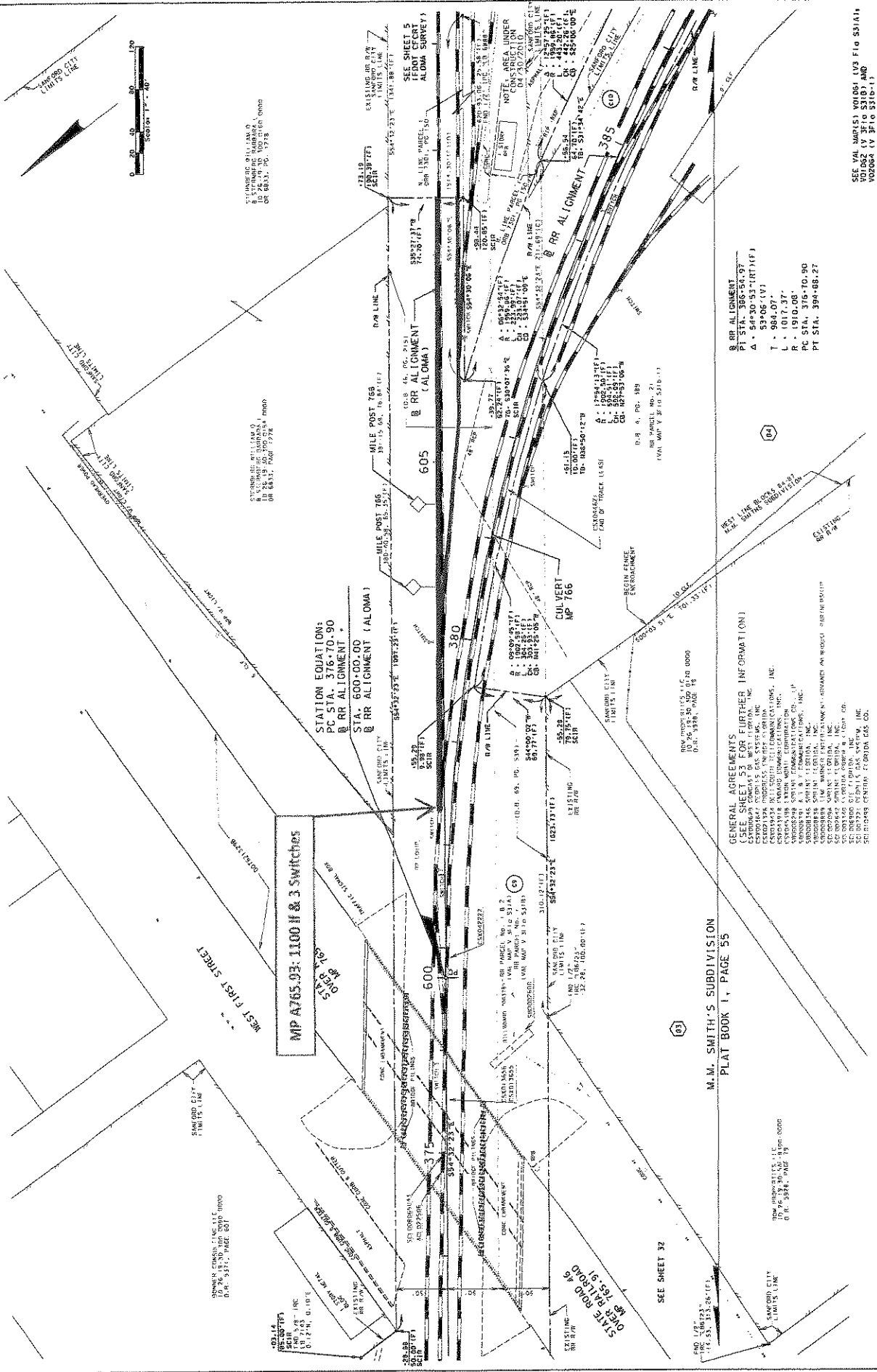
CENTRAL FLORIDA COASTER RAIL TRANSPORT STATION SITE BOUNDARY SURVEY ON FILE WITH FLORIDA DEPARTMENT OF TRANSPORTATION (DISTRICT FIVE)

WATTS SURVEYING, INC.
1027 W. 15th St., Suite 200
Ocala, FL 34461

WATTS SURVEYING, INC.
1027 W. 15th St., Suite 200
Ocala, FL 34461

WATTS SURVEYING, INC.
1027 W. 15th St., Suite 200
Ocala, FL 34461

WATTS SURVEYING, INC.
1027 W. 15th St., Suite 200
Ocala, FL 34461



SECTION 26, TOWNSHIP 19 SOUTH, RANGE 30 EAST
 FLORIDA DEPARTMENT OF TRANSPORTATION
 SURVEYING AND MAPPING
 BOUNDARY SURVEY

M.M. SMITH'S SUBDIVISION
 PLAT BOOK 1, PAGE 55

GENERAL AGREEMENTS FURTHER INFORMATION)
 CENTRAL FLORIDA RAILROAD, INC.
 CENTRAL FLORIDA RAILROAD, INC.
 CENTRAL FLORIDA RAILROAD, INC.
 CENTRAL FLORIDA RAILROAD, INC.
 CENTRAL FLORIDA RAILROAD, INC.
 CENTRAL FLORIDA RAILROAD, INC.
 CENTRAL FLORIDA RAILROAD, INC.
 CENTRAL FLORIDA RAILROAD, INC.
 CENTRAL FLORIDA RAILROAD, INC.
 CENTRAL FLORIDA RAILROAD, INC.

STATIONING EQUATION:
 PC STA. 376+70.90
 @ RR ALIGNMENT
 STA. 600+00.00
 @ RR ALIGNMENT (ALOMA)

STATIONING EQUATION:
 PC STA. 376+70.90
 @ RR ALIGNMENT
 STA. 600+00.00
 @ RR ALIGNMENT (ALOMA)

SEE SHEET 32
 STATE ROAD 46
 OVER MP 765.91

SEE SHEET 32

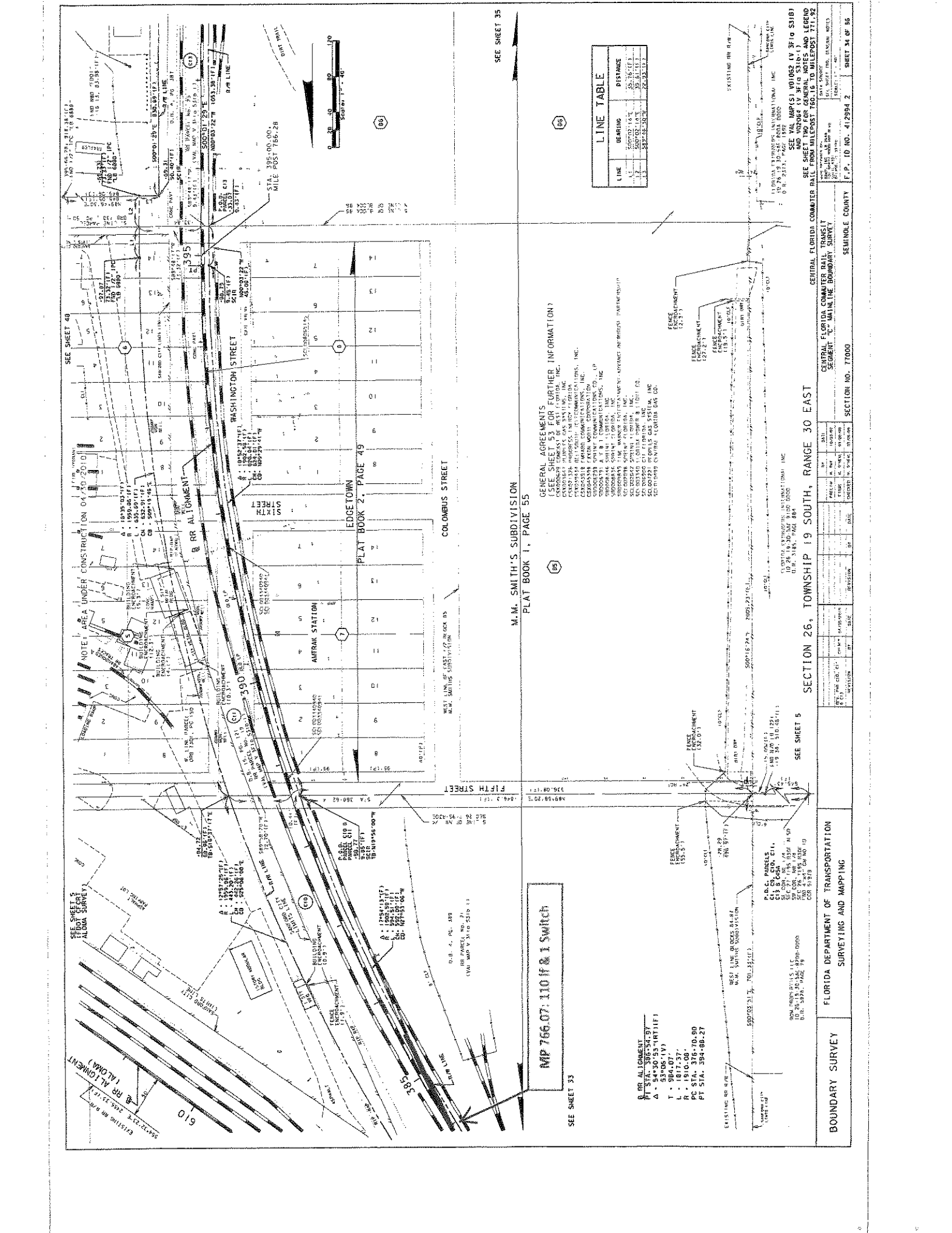
SEE VAL 2481(5) 301001 (V3 F10 531A1)
 301002 (V3 F10 531B1) AND
 301004 (V3 F10 531C1) AND
 SEE VAL 2481(5) 301001 TO 301004 TO MILLPOST 766.16 TO MILLPOST 771.92

CENTRAL FLORIDA RAILROAD, INC.
 SECOND CLASS MAIL LINE BOUNDARY SURVEY

SECTION NO. 77000
 SECTION 26, TOWNSHIP 19 SOUTH, RANGE 30 EAST

SEMI-MOLE COUNTY
 F.P. ID NO. 412994 2

SHEET 33 OF 56



SEE SHEET 35

M.M. SMITH'S SUBDIVISION
PLAT BOOK 1, PAGE 55

SEE SHEET 5

SEE SHEET 33

MP 766.07: 110 ft & 1 Switch

LINE TABLE

LINE	BEARING	DISTANCE
1	S60°02'15.4"E	55.16 (C.I.)
2	S60°02'15.4"E	35.81 (L.I.)
3	S87°30'30.7"W	22.93 (L.I.)

B. RR ALIGNMENT
 PT STA. 386+34.97
 A - 54°30'53"(RT)11111
 SP 06 (11)
 T - 1017.57'
 R - 1910.06'
 PC STA. 376+70.90
 PT STA. 394+88.27

P.O.C. PARCELS
 C.I. ON SUB. C.I.I.
 51 ACRES, 16.4 AC (H. 87)
 53 ACRES, 16.4 AC (H. 87)
 53 ACRES, 16.4 AC (H. 87)
 53 ACRES, 16.4 AC (H. 87)
 53 ACRES, 16.4 AC (H. 87)
 53 ACRES, 16.4 AC (H. 87)
 53 ACRES, 16.4 AC (H. 87)

SEE VAL. MAP(S) 001062 (V. 3F to 5318)
 SEE SHEET NO. FOR GENERAL NOTES AND LEGEND
 CENTRAL FLORIDA COMMER RAIL FROM MILEPOST 760.16 TO MILEPOST 771.92

GENERAL AGREEMENTS
 (SEE SHEET 53 FOR FURTHER INFORMATION)
 CENTRAL FLORIDA RAILWAY, INC.
 1100 W. WASHINGTON ST., SUITE 2000, ORLANDO, FL 32801
 U.S. R. 318, PAGE 88A
 08/11/2009
 11/19/2009
 02/02/2010
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 10/02/2024
 11/02/2024
 12/02/2024

FLORIDA DEPARTMENT OF TRANSPORTATION
 SURVEYING AND MAPPING

SECTION 26, TOWNSHIP 19 SOUTH, RANGE 30 EAST
 CENTRAL FLORIDA COMMER RAIL TRANSIT
 SEGMENT "C" MAIN LINE BOUNDARY SURVEY

SECTION NO. 77000

SEMINGOLE COUNTY
 SECTION NO. 412994.2
 SHEET 34 OF 35

SECTION NO. 77000

BOUNDARY SURVEY

**FLORIDA DEPARTMENT OF TRANSPORTATION
 SURVEYING AND MAPPING**

SECTION 11, TOWNSHIP 23 SOUTH, RANGE 29 EAST

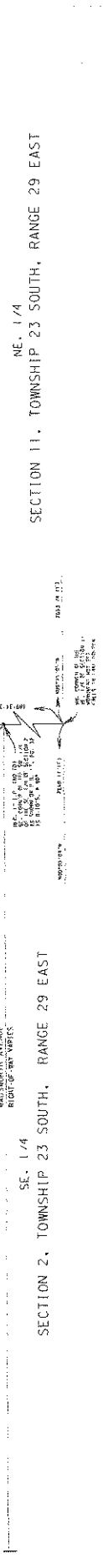
SECTION 2, TOWNSHIP 23 SOUTH, RANGE 29 EAST

NE. 1/4

CENTRAL FLORIDA COMASTER RAIL TRANSIT
 FROM MILEPOST 789+22 TO MILEPOST 791+50

SCALE: 1" = 40'
 DATE: 11/15/23
 SHEET 19 OF 45

NO.	DESCRIPTION	DATE	BY	CHECKED	APPROVED
1	PREPARED BY				
2	CHECKED BY				
3	APPROVED BY				
4	DATE				

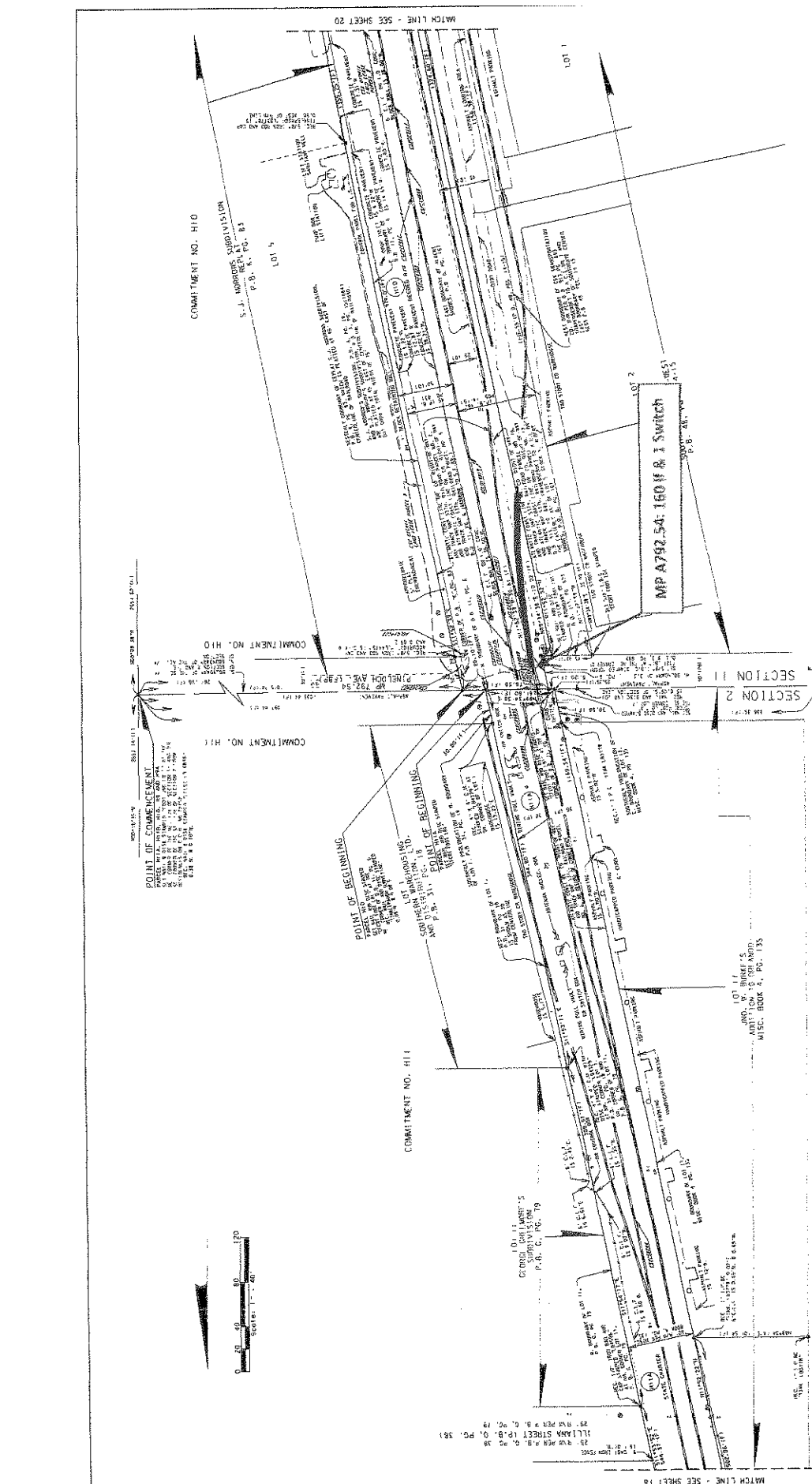


SECTION 2, TOWNSHIP 23 SOUTH, RANGE 29 EAST

SECTION 11, TOWNSHIP 23 SOUTH, RANGE 29 EAST

SECTION 12

NE. 1/4

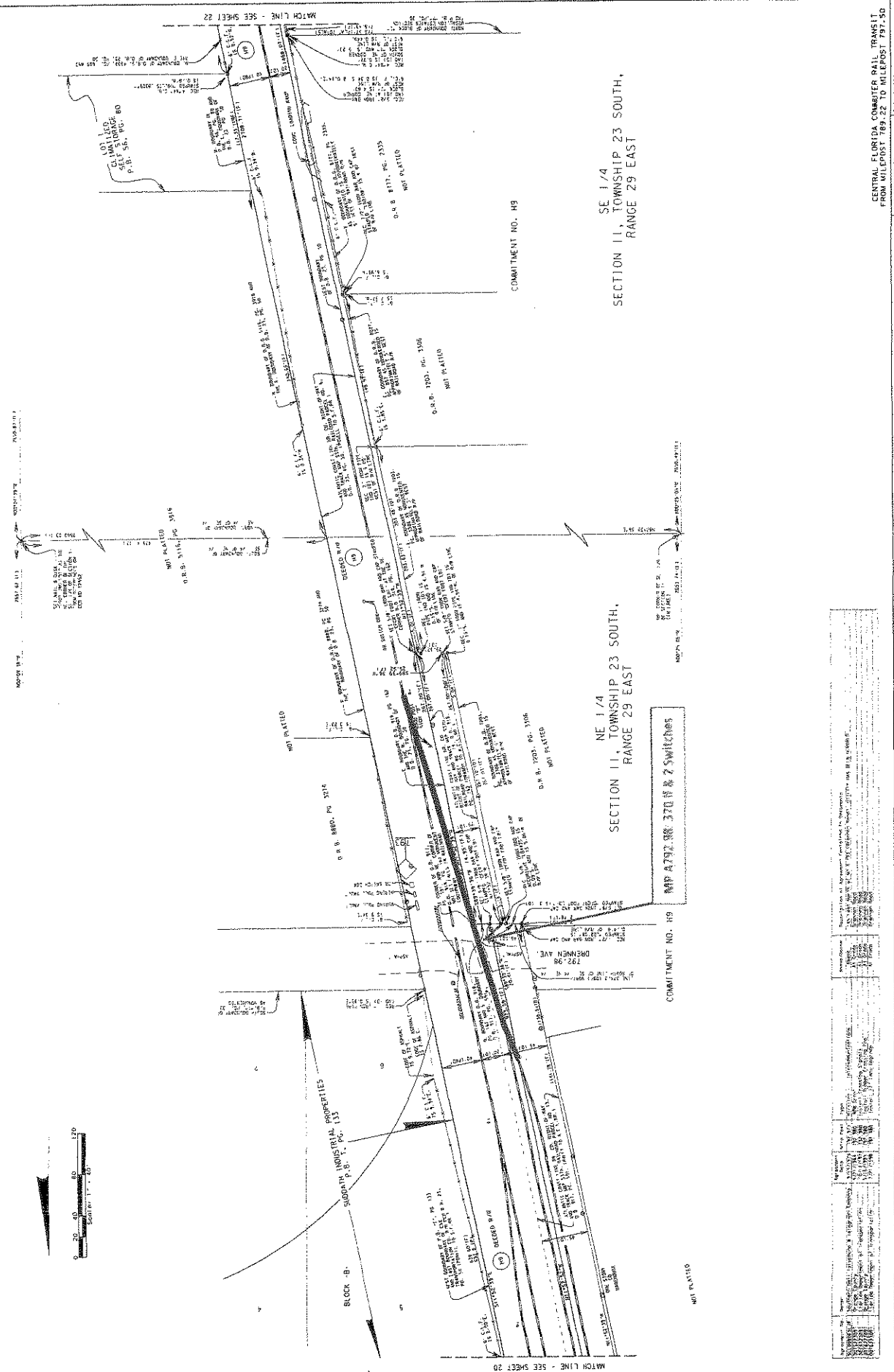


SECTION 2, TOWNSHIP 23 SOUTH, RANGE 29 EAST

SECTION 11, TOWNSHIP 23 SOUTH, RANGE 29 EAST

SECTION 12

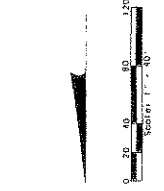
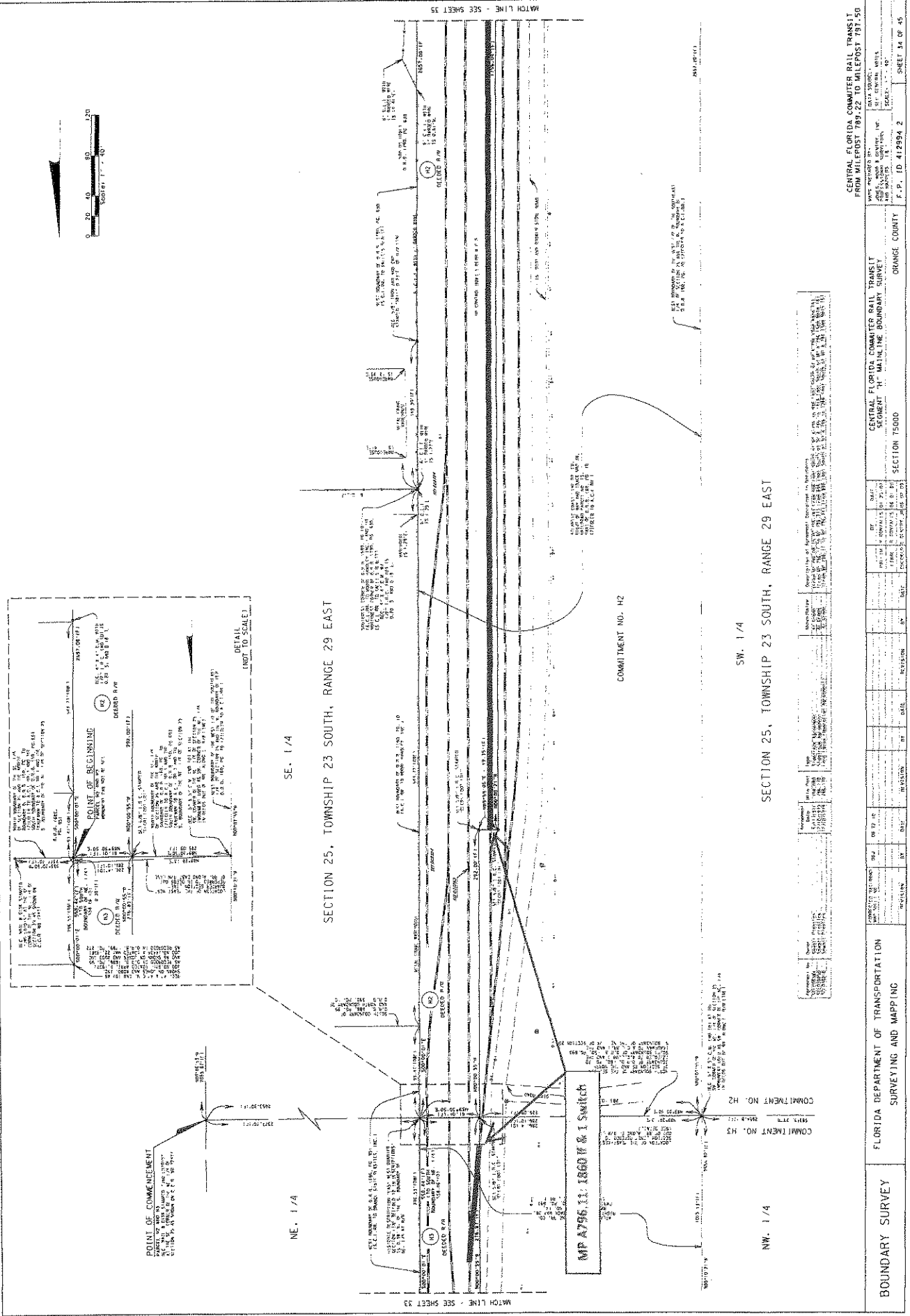
NE. 1/4



BOUNDARY SURVEY		FLORIDA DEPARTMENT OF TRANSPORTATION		SURVEYING AND MAPPING		SECTION 15000		ORANGE COUNTY		SHEET 21 OF 45	
DATE	11/11/2011	PROJECT	SECTION 11, TOWNSHIP 23 SOUTH, RANGE 29 EAST	DATE	11/11/2011	PROJECT	SECTION 11, TOWNSHIP 23 SOUTH, RANGE 29 EAST	DATE	11/11/2011	PROJECT	SECTION 11, TOWNSHIP 23 SOUTH, RANGE 29 EAST
BY	...	BY	...	BY	...	BY	...	BY	...	BY	...
CHECKED	...	CHECKED	...	CHECKED	...	CHECKED	...	CHECKED	...	CHECKED	...
APPROVED	...	APPROVED	...	APPROVED	...	APPROVED	...	APPROVED	...	APPROVED	...
FLORIDA DEPARTMENT OF TRANSPORTATION		SURVEYING AND MAPPING		SECTION 15000		ORANGE COUNTY		SHEET 21 OF 45		F. P. ID 412994 2	

CENTRAL FLORIDA COASTER RAIL TRANSIT
 FROM MILEPOST 189.22 TO MILEPOST 197.50
 MATCH LINE - SEE SHEET 22
 MATCH LINE - SEE SHEET 20
 SECTION 11, TOWNSHIP 23 SOUTH, RANGE 29 EAST
 NE 1/4
 SE 1/4
 COMMITMENT NO. H9
 COMMITMENT NO. H9

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1



POINT OF BEGINNING
SECTION 25, TOWNSHIP 23 SOUTH, RANGE 29 EAST
DETAIL (NOT TO SCALE)

NE 1/4
SE 1/4
NW 1/4
SW 1/4

MP 796 11: 1600 E & I Switch

BOUNDARY SURVEY
SECTION 25, TOWNSHIP 23 SOUTH, RANGE 29 EAST

COMMITMENT NO. H2
COMMITMENT NO. H3

FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING

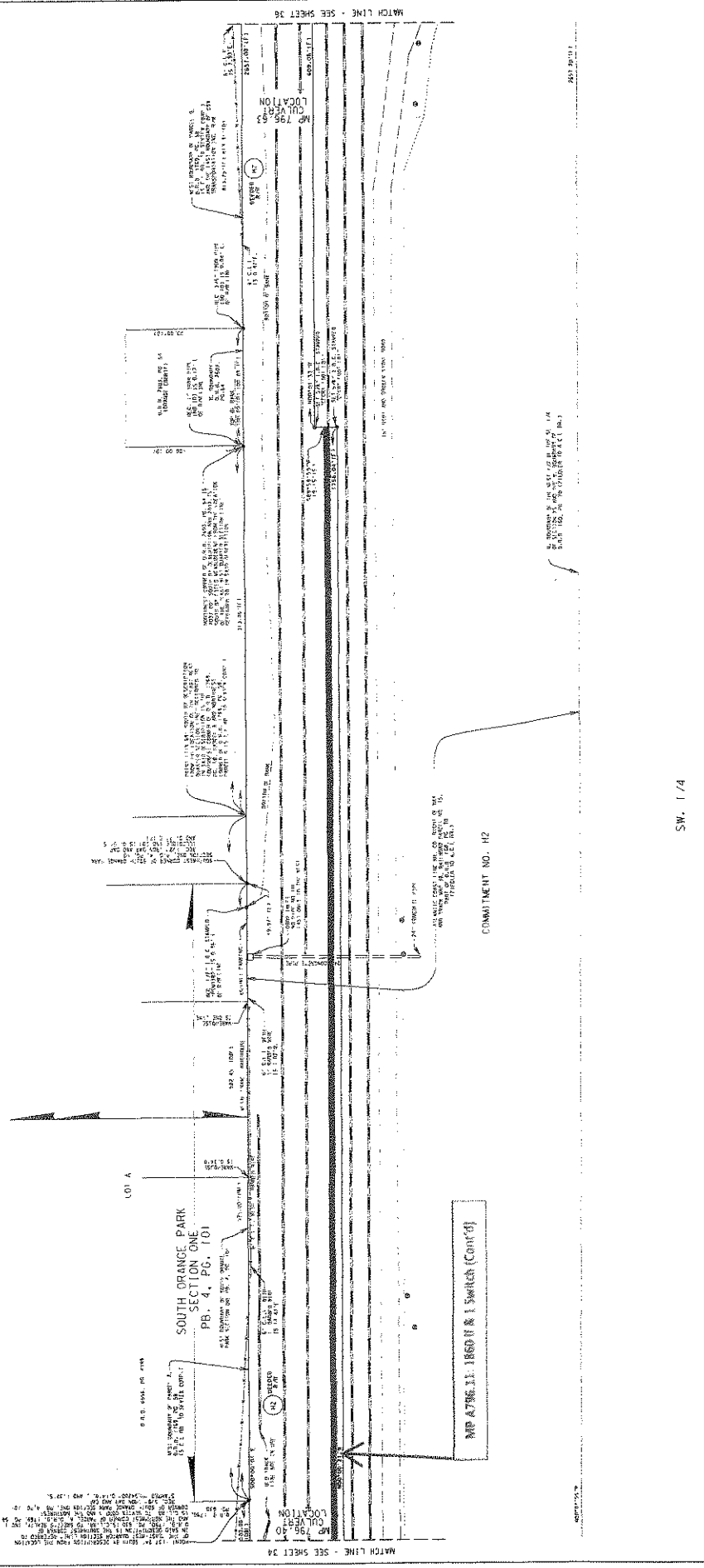
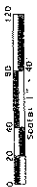
SECTION 15000
ORANGE COUNTY
F. P. ID 412994.2
SHEET 34 OF 45

CENTRAL FLORIDA COMBATER RAIL TRANSIT
FROM MILEPOST 789.22 TO MILEPOST 797.50

DATE: 06/15/11
BY: J. L. ...
CHECKED BY: ...
SCALE: AS SHOWN

SECTION 25, TOWNSHIP 23 SOUTH, RANGE 29 EAST

SE. 1/4



SECTION 25, TOWNSHIP 23 SOUTH, RANGE 29 EAST

SW. 1/4

CENTRAL FLORIDA COMMUTER RAIL TRANSIT
FROM MILEPOST 785.22 TO MILEPOST 797.50

CENTRAL FLORIDA COMMUTER RAIL TRANSIT
SEGMENT 71 MAIN LINE BOUNDARY SURVEY
SECTION 75000

ORANGE COUNTY

F.P. ID 412934.2
SHEET 35 OF 45

NO.	REVISION	DATE	BY	CHK.	APP.	DESCRIPTION
1		08/20/13	JMS			INITIALS
2		08/20/13	JMS			INITIALS
3		08/20/13	JMS			INITIALS
4		08/20/13	JMS			INITIALS
5		08/20/13	JMS			INITIALS
6		08/20/13	JMS			INITIALS
7		08/20/13	JMS			INITIALS
8		08/20/13	JMS			INITIALS
9		08/20/13	JMS			INITIALS
10		08/20/13	JMS			INITIALS

BOUNDARY SURVEY

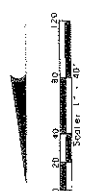
FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING

FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING

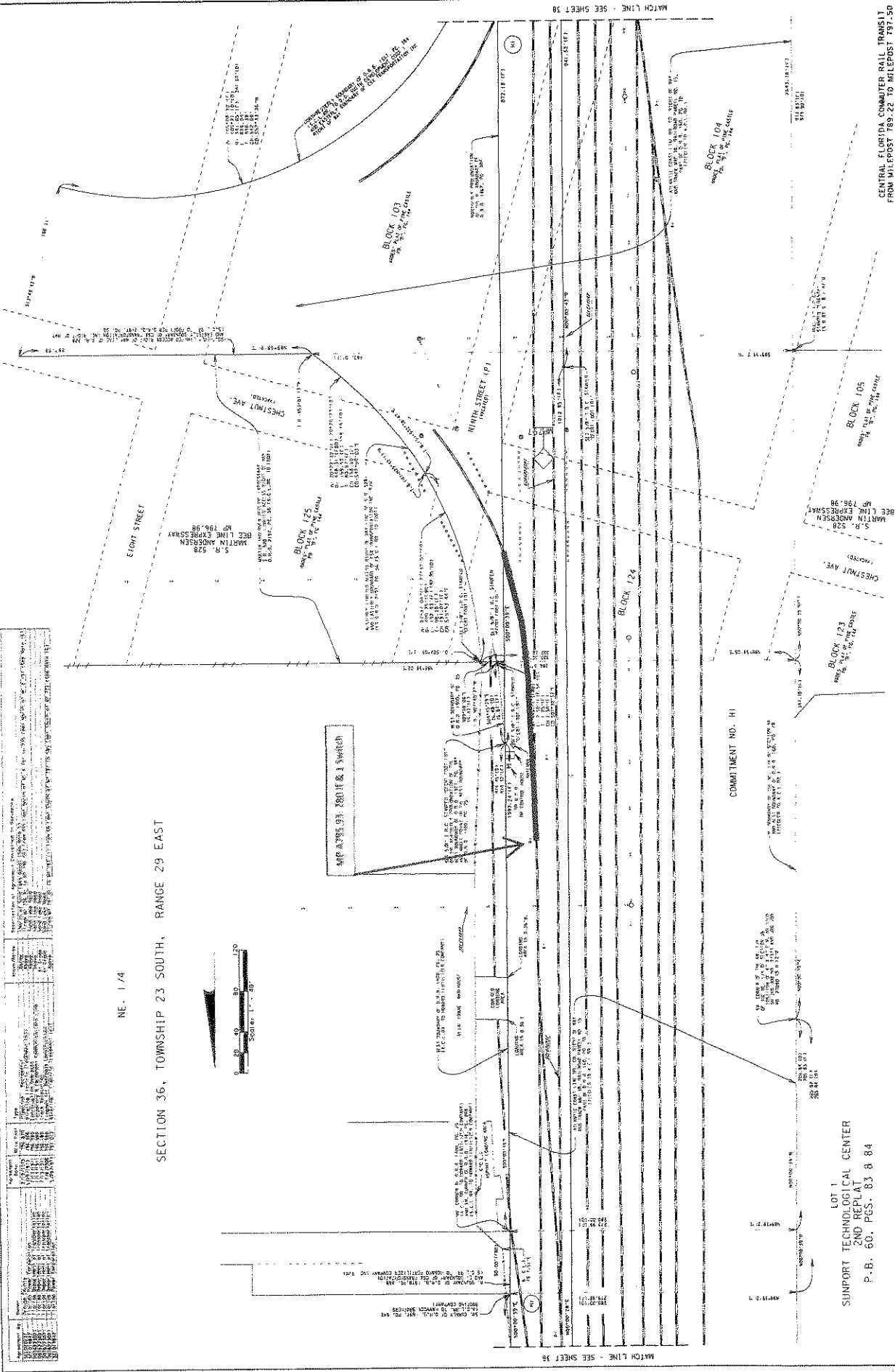
NO.	DESCRIPTION	DATE	BY
1	PREPARED BY SURVEYOR		
2	CHECKED BY SURVEYOR		
3	APPROVED BY SURVEYOR		
4	REVISION		
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100	REVISION		

NE. 1/4

SECTION 36, TOWNSHIP 23 SOUTH, RANGE 29 EAST

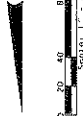


SPRINGS OF SOUTH & 1 SOUTH



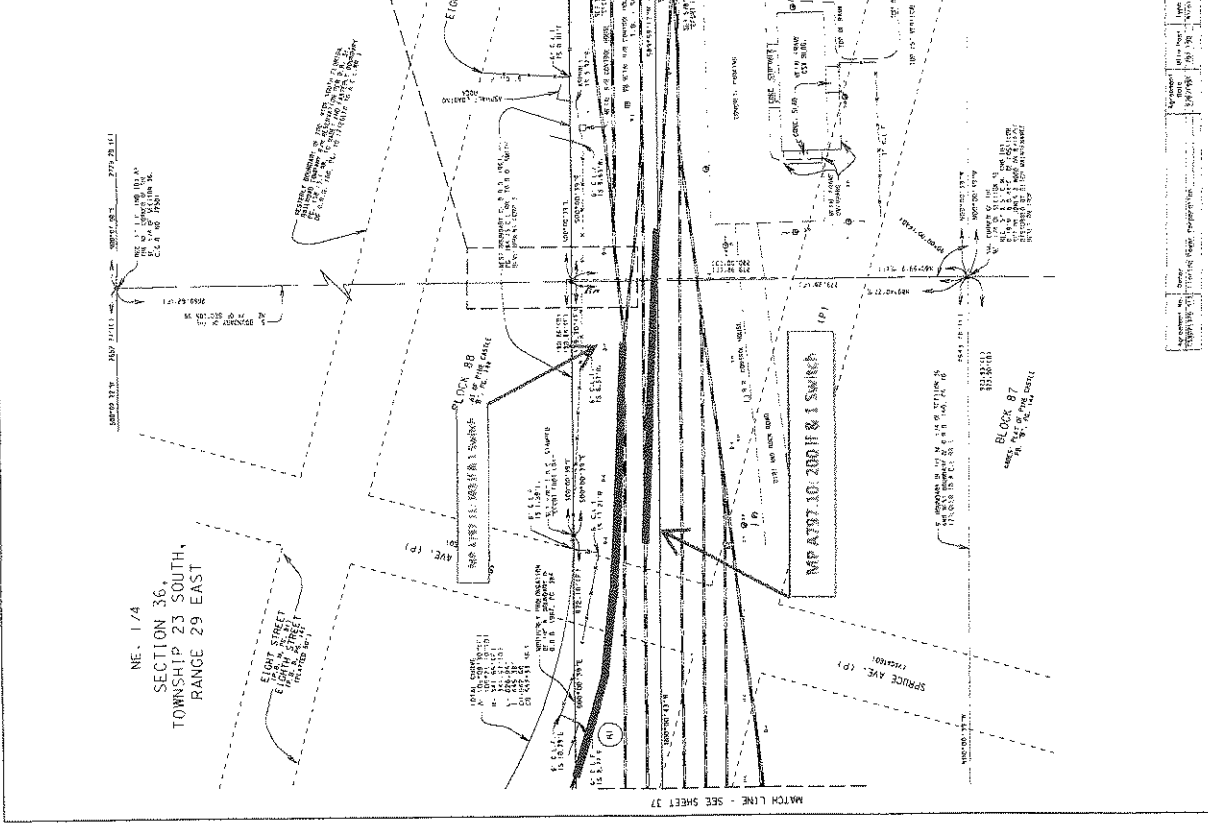
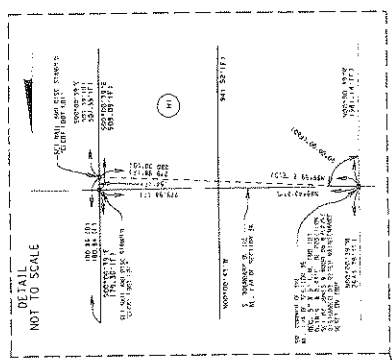
LOT 1
SUNPORT TECHNOLOGICAL CENTER
2ND REPLAT
P.B. 60, PGS. 83 & 84

BOUNDARY SURVEY		FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING		SECTION 75000		ORANGE COUNTY		CENTRAL FLORIDA COMASTER RAIL TRANSIT FROM MILEPOST 789.22 TO MILEPOST 797.50	
DATE	SCALE	DATE	SCALE	DATE	SCALE	DATE	SCALE	DATE	SCALE
11/15/11	1" = 40'	11/15/11	1" = 40'	11/15/11	1" = 40'	11/15/11	1" = 40'	11/15/11	1" = 40'
SUNPORT TECHNOLOGICAL CENTER		SUNPORT TECHNOLOGICAL CENTER		SUNPORT TECHNOLOGICAL CENTER		SUNPORT TECHNOLOGICAL CENTER		SUNPORT TECHNOLOGICAL CENTER	
2ND REPLAT		2ND REPLAT		2ND REPLAT		2ND REPLAT		2ND REPLAT	
P.B. 60, PGS. 83 & 84		P.B. 60, PGS. 83 & 84		P.B. 60, PGS. 83 & 84		P.B. 60, PGS. 83 & 84		P.B. 60, PGS. 83 & 84	
SECTION 75000		SECTION 75000		SECTION 75000		SECTION 75000		SECTION 75000	
ORANGE COUNTY		ORANGE COUNTY		ORANGE COUNTY		ORANGE COUNTY		ORANGE COUNTY	
CENTRAL FLORIDA COMASTER RAIL TRANSIT		CENTRAL FLORIDA COMASTER RAIL TRANSIT		CENTRAL FLORIDA COMASTER RAIL TRANSIT		CENTRAL FLORIDA COMASTER RAIL TRANSIT		CENTRAL FLORIDA COMASTER RAIL TRANSIT	
FROM MILEPOST 789.22 TO MILEPOST 797.50		FROM MILEPOST 789.22 TO MILEPOST 797.50		FROM MILEPOST 789.22 TO MILEPOST 797.50		FROM MILEPOST 789.22 TO MILEPOST 797.50		FROM MILEPOST 789.22 TO MILEPOST 797.50	
SHEET 31 OF 45		SHEET 31 OF 45		SHEET 31 OF 45		SHEET 31 OF 45		SHEET 31 OF 45	



SE. 1/4
SECTION 36,
TOWNSHIP 23 SOUTH,
RANGE 29 EAST

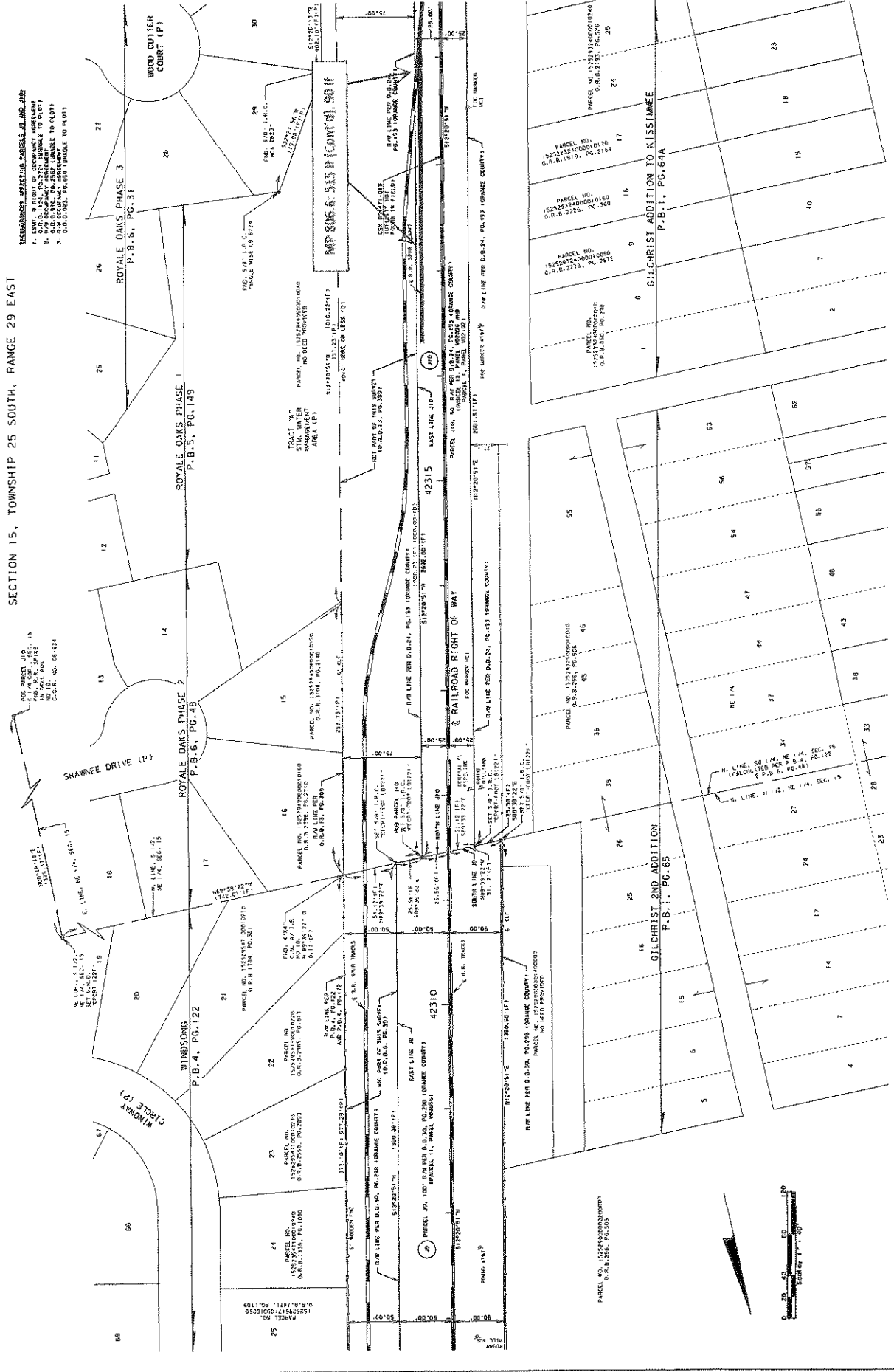
NE. 1/4
SECTION 36,
TOWNSHIP 23 SOUTH,
RANGE 29 EAST



MATCH LINE - SEE SHEET 39
 MATCH LINE - SEE SHEET 37
 CENTRAL FLORIDA COMASTER RAIL TRANSIT
 FROM MILEPOST 789.22 TO MILEPOST 797.50
 SECTION 36
 ORANGE COUNTY
 P.P. ID. 412384.2
 SHEET 38 OF 45
 FLORIDA DEPARTMENT OF TRANSPORTATION
 SURVEYING AND MAPPING
 BOUNDARY SURVEY

NO.	DATE	DESCRIPTION	BY	DATE	REVISION	BY	DATE	REVISION	BY	DATE	REVISION
1	06/27/15	INITIAL DESIGN	...	06/27/15	1	...	06/27/15	1	...	06/27/15	1
2	07/14/15	REVISED DESIGN	...	07/14/15	2	...	07/14/15	2	...	07/14/15	2
3	08/11/15	FINAL DESIGN	...	08/11/15	3	...	08/11/15	3	...	08/11/15	3

SECTION 15, TOWNSHIP 25 SOUTH, RANGE 29 EAST



- REMARKS REFERRED PARCELS AND JOBS**
1. EAST. 9' PORT OF COMPANY AGREEMENT
 2. PARCEL NO. 1523741000010230
 3. PARCEL NO. 1523741000010231
 4. PARCEL NO. 1523741000010232
 5. PARCEL NO. 1523741000010233
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 35. PARCEL NO. 1523741000010263
 36. PARCEL NO. 1523741000010264

SECTION	TOWNSHIP	RANGE	DATE	BY	SCALE	BY	DATE	REVISION	BY	DATE	REVISION	BY	DATE	REVISION
15	25	29			1" = 40'									

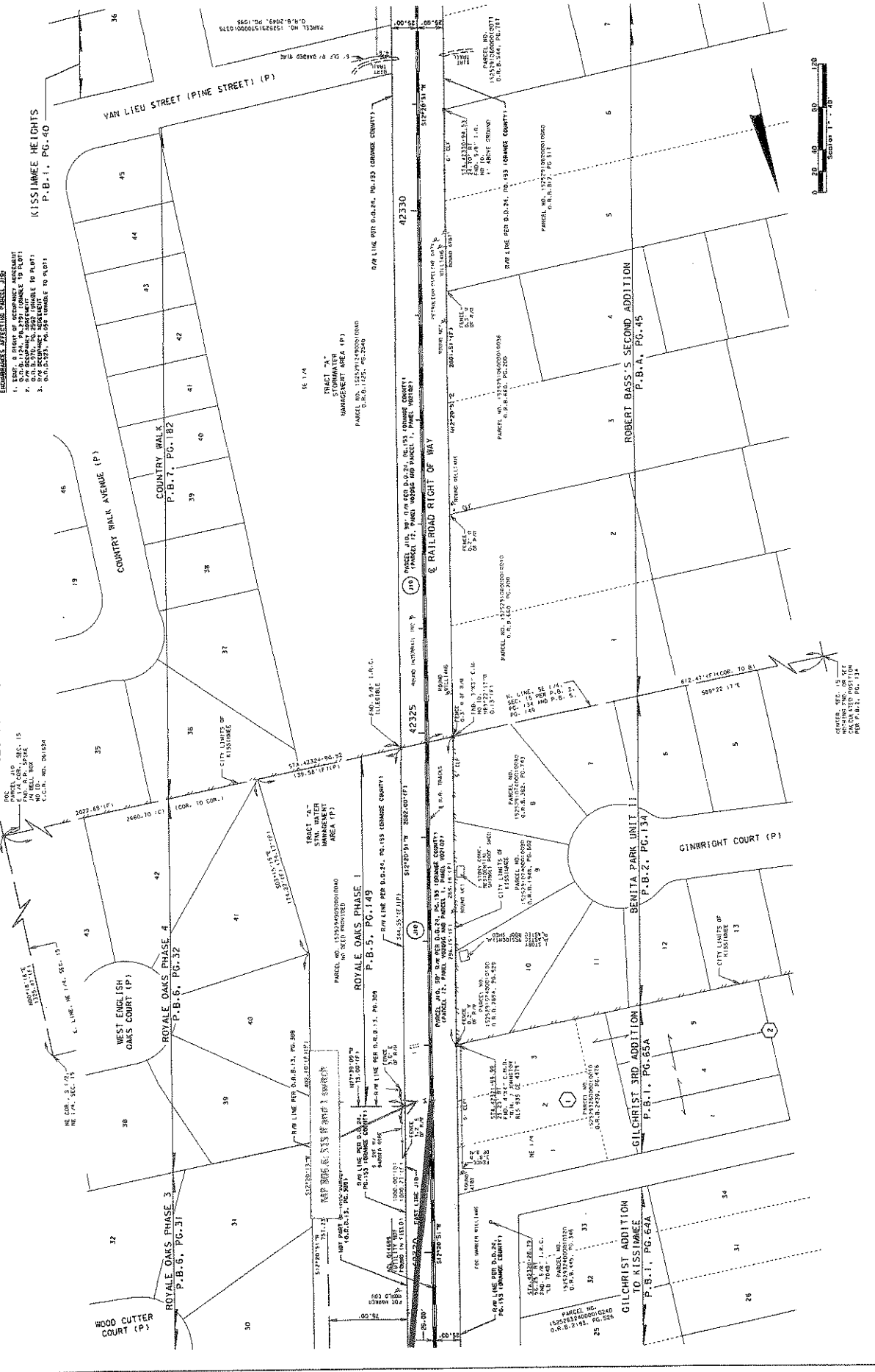
FLORIDA DEPARTMENT OF TRANSPORTATION		BOUNDARY SURVEY	
SURVEYING AND MAPPING		SECTION NOS. 15000 AND 92000	
CENTRAL FLORIDA COASTER RAIL TRANSIT		SUBJECT: "RAILROAD BOUNDARY SURVEY"	
BERRY & ASSOCIATES, INC.		SCALE: 1" = 40'	
1523741000010250		SHEET 25 OF 60	
1523741000010251		SCALE: 1" = 40'	
1523741000010252		SCALE: 1" = 40'	
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1523741000010260		SCALE: 1" = 40'	
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1523741000010262		SCALE: 1" = 40'	
1523741000010263		SCALE: 1" = 40'	
1523741000010264		SCALE: 1" = 40'	

CREATED FROM MILE POST 802.74 TO MILE POST 813.97

SECTION 15, TOWNSHIP 25 SOUTH, RANGE 29 EAST

- ENCUMBRANCES AFFECTING PARCEL 4230**
1. DEED OF DONATION TO THE STATE OF FLORIDA, REC. 15, P. 14, SEC. 15, T. 25 S., R. 29 E., PLAT 11, P.B. 1, PG. 40
 2. DEED OF DONATION TO THE STATE OF FLORIDA, REC. 15, P. 14, SEC. 15, T. 25 S., R. 29 E., PLAT 11, P.B. 1, PG. 40
 3. DEED OF DONATION TO THE STATE OF FLORIDA, REC. 15, P. 14, SEC. 15, T. 25 S., R. 29 E., PLAT 11, P.B. 1, PG. 40

KISSIMEE HEIGHTS
P.B. 1, PG. 40



BOUNDARY SURVEY		FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING				CENTRAL FLORIDA COASTER RAIL TRANSIT SEGMENT "J" MAINLINE BOUNDARY SURVEY				BRIDGE AND OBSERVATION COURTESIES			
NO.	DATE	NO.	DATE	NO.	DATE	NO.	DATE	NO.	DATE	NO.	DATE	NO.	DATE
1	11/11/09	1	11/11/09	1	11/11/09	1	11/11/09	1	11/11/09	1	11/11/09	1	11/11/09
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Appendix 1

Dispatching Services Agreement

EXECUTION COPY

Agreement No.: _____
Financial Project I.D.: 412994-8-82-01
F.E.I.D. No: F546000720-021
Procurement No.: SS-DOT-09/10-5004DT
D.M.S. Catalog Class No.: 905-950

DISPATCHING SERVICES AGREEMENT

THIS DISPATCHING SERVICES AGREEMENT (this "Agreement"), made as of the ____ day of July, 2011 (the "Execution 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 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 to the Transition Agreement as that agreement and those appendices have been or may be amended.

WHEREAS, CSXT and State have agreed that upon the State Management Date, CSXT shall transfer to State, and State shall implement and be responsible for the operation, maintenance and dispatch of all Railroad Operations on the State Property, with the further agreement that, except as expressly provided herein, CSXT shall perform all dispatching responsibilities during the Transition Period pursuant to a contract with State.

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. Services.

CSXT shall provide all train dispatching over the State Property during the term of this Agreement, except as may occur pursuant to Section 7(a) of this Agreement.

Section 2. Term.

The term of this Agreement shall commence on that day that the parties agree that CSXT shall begin the qualifying services described in Section 5(b) of this Agreement, which is currently expected, but not guaranteed, to be in August 2011, and shall continue during the Transition Period unless the parties mutually agree upon an earlier termination date. Upon termination of this Agreement, the State's Operation and Maintenance Contractor shall perform all train dispatching over the State Property.

Section 3. Staffing.

(a) CSXT will create a temporary new dispatch desk (territory) at Dufford Control Center in Jacksonville in accordance with the provisions outlined in Subsection 4(c) of the Transition Agreement as amended by the First Amendment to the Transition Agreement. This desk shall be known as the "Central Florida Dispatcher Desk."

(b) Upon Closing and until the Central Florida Dispatcher Desk is completed and operational, CSXT will dispatch all Railroad Operations, including that portion of the A-Line that is State Property, from the JA Desk. CSXT will use all commercially reasonable efforts to staff the Central Florida Dispatcher Desk and begin dispatching all Railroad Operations on the State Property from the Central Florida Dispatcher Desk by December 1, 2011.

(c) Once the Central Florida Dispatch Desk becomes operational, CSXT shall not combine the Central Florida Dispatcher Desk with other dispatch desk territories at any time, except in the case of equipment failure or an emergency. Should CSXT combine the Central Florida Dispatcher Desk with any other dispatch desk territory, it shall so inform State by telephone, using the dedicated line identified in Section 4, below, within one (1) hour of the event, indicating the reason for the combination and the expected duration. Prior to the State Management Date, State shall provide CSXT in writing with the responsible person (or position) and telephone number that CSXT is to call as required by the preceding sentence. State may change such information by notice to CSXT in accordance with the Transition

Agreement. Within forty-eight (48) hours after the conclusion of such event, CSXT shall submit a written report to the State that fully explains the situation and the measures that CSXT will be undertaking to avoid any reoccurrence of the event.

(d) CSXT shall qualify six (6) dispatchers on the Central Florida Dispatcher Desk, in order to staff the Central Florida Dispatcher Desk at all times, twenty-four (24) hours per day, seven (7) days per week, weekends and holidays included. CSXT may use dispatchers who have been qualified on the Central Florida Dispatcher Desk on other assignments when not needed for coverage of the Central Florida Dispatcher Desk.

(e) Other than as set forth in Subsection 3(b) above, the Central Florida Dispatcher Desk shall be responsible for direction, supervision and control over the safe and efficient movement of all trains and on-track vehicles and protection of all other on-track activity on the State Property, including but not limited to movement of CSXT freight trains, Amtrak's passenger trains, and FCEN trains. The Central Florida Dispatcher Desk shall be governed by and subject to current operating and safety rules, procedures and regulatory standards of CSXT and FRA, including emergency procedures, as agreed to with State. The Central Florida Dispatcher Desk shall have responsibility for communications for movements prior to operating on the State Property that restricts operations on the State Property.

(f) The Central Florida Dispatcher Desk shall be supervised at all times by qualified CSXT supervisors.

Section 4. Communications with State's Design/Build Contractor.

(a) CSXT shall install a dedicated direct telephone line for the purpose of allowing CSXT supervisors to communicate with the State's Design/Build Contractor's supervisors regarding track outages, Rule 707 provisions and other construction-related coordination of the operations on the State Property. A direct line shall be installed for communication between the Central Florida Dispatcher Desk, when established, and CSXT JA Desk. The Design/Build Contractor shall not use existing CSXT radio channels for communication between its personnel and CSXT dispatchers at the Central Florida Dispatcher Desk or other controlling desk such as the CSXT JA Desk. However, the existing CSXT

communication system will be used for communication between the Design/Build Contractor's Employee in Charge and CSXT dispatchers at the Central Florida Dispatcher Desk or other controlling desk such as the CSXT JA Desk. The Design/Build Contractor shall be governed by and subject to current operating and safety rules, procedures and regulatory standards of CSXT and FRA governing working on track, operating equipment, and working near equipment being operated, including emergency procedures, as agreed to with State.

(b) CSXT and State acknowledge that timely and effective communication between the Design/Build Contractor and the CSXT dispatchers at the Central Florida Dispatcher Desk will facilitate the timely completion of the capital improvements on the State Property. CSXT agrees to minimize the use of automatic train dispatching, interlocked signal fleeting and other dispatching strategies that require long cancellation times in order to provide a track outage or otherwise jeopardize timely response to Design/Build Contractor requests.

Section 5. Compensation.

(a) CSXT shall be paid a monthly fee for its contract dispatching of the State Property in the amount of Fifty-eight Thousand dollars (\$58,000.00) per month for each month of the Transition Period (pro rata for the number of days in the first or last month of the Transition Period). This fee shall be modified by the change in annual CPI on each annual anniversary date of this Agreement.

(b) CSXT shall be paid, in advance, a one-time qualifying expense fee of Fifty Thousand Dollars (\$50,000.00) at least thirty (30) days prior to the Closing Date. This fee is for CSXT to qualify CSXT dispatchers to Dispatch Rail Operations over State Property at the Central Florida Dispatcher Desk. The qualification of dispatchers is required since State Property will be a new dispatch territory. This advance payment has been authorized by the Chief Financial Officer of the State of Florida under Section 215.422(14), Florida Statutes.

(c) Should the Closing not occur and the qualifications not occur, CSXT will refund the \$50,000 within 30 days of determination. Otherwise, CSXT shall retain the \$50,000.

(d) There shall be no payment or reimbursement for travel expenses under this Agreement.

Section 6. Applicable Operating Rules.

CSXT shall dispatch the State Property in accordance with the CSXT Operating Rules, as may be modified or amended by CSXT.

Section 7. Transition to Operation and Maintenance Contractor.

(a) Upon termination of this Agreement, the State's Operation and Maintenance Contractor shall perform all train dispatching services over the State Property using a dispatch center and supervisory control system to be built by the State approximately six (6) months prior to the Commencement Date. This will provide time for the State's Design/Build Contractor to place in service all of the new/revised interlockings planned for the State Property. For a period of two (2) months prior to the transfer of dispatch from CSXT to State, State's dispatch center shall operate in "shadow mode," displaying all Central Florida track circuit occupancies, switch positions, signal status and the information described in Section 7(b) below. During the "shadow mode" period, it shall not be possible for State or its Operation and Maintenance Contractor to control any equipment under the control of the CSXT Central Florida Dispatcher Desk. State and CSXT shall mutually agree on a date (the "Cut Over Date") when State and its Operation and Maintenance Contractor will take control of dispatch over the State Property, subject to the possible reversion to CSXT described below. The Cut Over Date will be determined at least one (1) month prior to the planned Cut Over Date. Upon the Cut Over Date, State and its Operation and Maintenance Contractor shall assume dispatch responsibility over the State Property, provided, however, that CSXT shall maintain both staffing and all associated equipment (including hardware, software and communications equipment) for a period of seven (7) days (the "Cut Over Period") after the Cut Over Date, in case a return to CSXT control is required, and, except for the assumption of dispatch responsibility described above, this Transition Agreement shall remain in full force and effect until the expiration of the Cut Over Period. The Commencement Date shall not occur prior to the expiration of the Cut Over Period. Upon the expiration of the Cut Over Period, CSXT shall maintain all associated equipment (including hardware, software and communications equipment) but without staffing for a period of two (2) months, in case a return to CSXT control is requested by State, provided, however, (i)

that State acknowledges that staffing for the Central Florida Dispatcher Desk after the Cut Over Period will not be immediately available, will require re-bidding of the jobs associated with the Central Florida Dispatcher Desk and will incur additional expense to be absorbed by State if State elects to return dispatching responsibility to CSXT, (ii) nothing herein shall require CSXT to accept such return of dispatching responsibility, and (iii) the parties agree that CSXT will not dispatch commuter trains. For the purpose of Section 5 of this Agreement, the Cut Over Period shall be considered part of the Transition Period but the two months after the Cut Over Period referred to above, during which CSXT will maintain the equipment only, shall not be considered part of the Transition Period.

(b) CSXT shall make available to the State real-time data transmission of track circuit occupancy of existing mainline and controlled siding (where applicable) trackage north and south of the State Property for a distance mutually-agreed by the parties, said distance to be a minimum of five (5) miles in each direction. If practicable, train ID's associated with track circuit occupancy shall be provided in the real-time data transmission.

(c) State shall make available to CSXT real-time data transmission of track circuit occupancy of planned mainline trackage at the north and south ends of the Central Florida Rail Corridor for a distance mutually-agreed by the parties, said distance to be a minimum of five (5) miles in each direction. If practicable, train ID's associated with track circuit occupancy shall be provided in the real-time data transmission.

Section 8. Labor Protection.

CSXT shall be responsible for its Labor Protection costs, if any, occasioned by the provision of services under this Agreement. As used herein, "Labor Protection" shall mean the costs, if any, incurred by CSXT as a result of its provision of the dispatching services described in this Agreement, which costs may be incurred pursuant to the provision of a collective bargaining agreement, bargained by CSXT as a result of this Agreement or pursuant to rule, decision or final order of any governmental agency having jurisdiction thereover. Notwithstanding the above, the parties agree that each shall be solely responsible for their respective risks and costs (including defense costs and liability) associated with any challenge to

the transfer of dispatching to the State's Operations and Maintenance Contractor pursuant to law, a collective bargaining agreement or otherwise ("Labor Challenge"). State and CSXT acknowledge a policy of non-interference with respect to labor protective decisions by employees.

Section 9. Liability.

Notwithstanding any other provision of this Agreement to the contrary, Section 19 and Section 21 of CFOMA shall govern the liability of the parties hereto whenever any loss of, or damage to or destruction of any property whatsoever or injury to or death of any person or persons whomsoever occurs under this Agreement, with the same force and effect as if set forth herein in full.

Section 10. Standard Provisions.

(a) Before making any additions or deletions to the services described herein, and before undertaking any changes or revisions to such services, the parties shall negotiate any necessary cost changes and shall enter into an amendment covering such services and compensation. Reference herein to this Agreement shall include any amendment(s).

(b) CSXT agrees to provide project schedule progress reports in a format acceptable to State and at intervals established by State. State shall be entitled at all times to be advised, at its request, as to the status of services being done by CSXT and of the details thereof. Coordination shall be maintained by CSXT with representatives of State, or agencies of State interested in the project on behalf of State. Either party to this Agreement may request and be granted a conference.

(c) Except for the approved advance payment, payments by State under this Agreement shall be made after satisfactory performance of the services. Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(d) Participants providing goods and services to the State should be aware of the following time frames. Upon receipt, the State has five (5) working days to inspect and approve the goods and services. The State has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the later of the date the invoice is received or the goods or services are received, inspected, and approved. If a payment is not available within forty

(40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to CSXT. Interest penalties of less than one (1) dollar shall not be enforced unless CSXT requests payment. Invoices which have to be returned to CSXT because of CSXT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to State.

(e) The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(23), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which CSXT shall pay to State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to CSXT. If automatic deduction is not possible, CSXT shall pay the transaction fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, CSXT certifies their correctness. All such reports and payments shall be subject to audit by State or its designee. CSXT shall receive a credit for any transaction fee paid by CSXT for the purchase of any item(s) if such item(s) are returned to CSXT through no fault, act, or omission of CSXT. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is requested or returned, or declined, due to CSXT's failure to perform or comply with specifications or requirements of the Agreement.

(f) A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The vendor ombudsman may be contacted at (850) 413-5516.

(g) Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to State at all times during the period of this Agreement and for five (5) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to State upon request. Records of costs incurred shall include CSXT's general accounting records and the project records, together with supporting documents and records of CSXT and

all subcontractors performing work on the project, and all other records of CSXT and subcontractors reasonably required by State for a proper audit of project costs.

(h) The Department of Transportation (the "Department"), 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 such 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. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

(i) CSXT shall carry and keep in force the insurance to the extent required by Section 21(f) of CFOMA.

(j) Section 15(b) of CFOMA concerning public access to documents shall apply to all documents made or received by CSXT on behalf of State under this Agreement with the same force and effect as if set forth herein in full.

(k) CSXT shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

(l) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not

transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date being placed on the convicted vendor list.

(m) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded, or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.

(n) The Department shall consider the employment by CSXT of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act.

(o) Pursuant to Section 216.347, Florida Statutes, CSXT may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

(p) CSXT shall maintain an adequate and competent staff so as to enable CSXT to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to State, other than those costs within the limits and terms of this Agreement. CSXT is fully responsible for satisfactory completion of all subcontracted work. CSXT, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of State.

(q) CSXT and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. CSXT agrees to include this provision in all of its subcontracts under this Agreement.

(r) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

(s) It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

(t) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(u) The dispute resolution and arbitration process of Section 17 of CFOMA is hereby incorporated into this Agreement.

(v) Time is of the essence as to each and every obligation under this Agreement

(w) The default and breach provisions of Section 16 of CFOMA are hereby incorporated into this Agreement. Venue for any legal proceedings under this Agreement shall be in Leon County, Florida.

(x) In compliance with State of Florida Executive Order Number 11-116, CSXT will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CSXT during the term of this Agreement, and will include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement.

(y) If the Agreement is for goods or services of \$1 million or more and was entered into or renewed on or after July 1, 2011 and the Department determines that the Vendor submitted a false certification under Section 287.135(5), Florida Statutes, or if the Vendor has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall have the option of (a) terminating the Agreement after it has given the Vendor notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (b) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

[signature page follows]

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC. and STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, pursuant to due corporate and statutory authority, have caused their names to be signed hereto by officer(s) or official(s) hereunto duly authorized to be hereunto affixed as of the day and year first above written.

CSX TRANSPORTATION, INC.

By: _____
Print Name: Steven Potter
Title: Assistant Vice President
Network Planning and Joint Facilities

**STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION**

By: _____
Print Name: Ananth Prasad
Title: Secretary

**APPROVED AS TO FINANCIAL TERMS
AND FUNDS ARE PROGRAMMED**

LEGAL REVIEW:

Special Counsel

Office of the Comptroller

[signature page of Dispatching Services Agreement]

Appendix 2

Orientation Services Agreement

EXECUTION COPY

Agreement No.: _____
Financial Project I.D.: 412994-8-82-01
F.E.I.D. No: F546000720-021
Procurement No.: SS-DOT-09/10-5005-OS
D.M.S. Catalog Class No.: 908-540

ORIENTATION SERVICES AGREEMENT

THIS ORIENTATION SERVICES AGREEMENT (this "Agreement"), made as of the ____ day of July, 2011, 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 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 to the Transition Agreement as that agreement and those appendices have been or may be amended.

WHEREAS, Section 4(c)(11) of the Transition Agreement contemplates that CSXT will (1) provide orientation and training to State personnel and the Operation and Maintenance Contractor selected by State who will be involved in dispatching of the State Property after termination of the Dispatching Services Agreement; (2) provide orientation on rules and procedures to the management of the Operation and Maintenance Contractor and the Design/Build Contractor who will design, engineer and construct the Commuter Rail System; and (3) make available certain supervisors for a period of time as provided herein.

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. Dispatcher Training.

(a) CSXT shall make available training using the US&S simulator (the "Simulator"), as applied to the Central Florida Dispatcher Desk territory, including typical dispatching scenarios that include CSXT and Amtrak trains for the purpose of training personnel of the State and the State's Operations and Maintenance Contractor who will be involved with dispatching the State Property. The training shall take place at a mutually agreeable location on a mutually agreeable schedule but concluding no later than thirty (30) days prior to the end of CSXT dispatch of the State Property pursuant to the Dispatching Services Agreement. CSXT shall be paid Four Hundred and Fifty dollars (\$450.00) per day per use of the Simulator. The Simulator can accommodate up to twelve (12) students per day. The fee includes the cost of the instructor, print-based materials, and job aides. The training duration shall not exceed twenty (20) classroom days. The trainees shall consist of management and dispatcher personnel of State's Operation and Maintenance Contractor, with an estimated class size of eight (8) students.

(b) There shall be no payment or reimbursement for travel expenses for the services to be provided by CSXT pursuant to this Section.

Section 2. Operating Rules Training.

(a) CSXT shall provide orientation on Operating Rules to Trainers and Examiners of State and of the State's Design/Build Contractor, Operations and Maintenance Contractor, and such other contractors that State may retain. Training under this Section shall take place at a mutually agreeable location and in the field on the State Property as mutually agreed by CSXT and State. It is the intent of this training to provide the Trainers and Examiners of State and its contractors with the basis for teaching the CSXT Operating Rules to contractor dispatcher, field maintenance and Train & Engine crews. It is not the intent of this training for CSXT to train or qualify the management team, dispatchers, field maintenance personnel or Train & Engine crews of the State's contractors in CSXT Operating Rules. CSXT agrees to provide a royalty-free license limited to application on the Central Florida Corridor for the use of print-based materials, job aides, on-line test tools and computer-based training.

(b) CSXT shall be paid the amount of Six Thousand dollars (\$6,000.00) for each class of up to sixteen (16) students per class. Orientation will include up to four (4) weeks classroom instruction and up

to two (2) weeks field/hands-on work. The fee includes the cost of the instructor, print-based materials, job aides, use of on-line test tools and computer-based training.

(c) There shall be no payment or reimbursement for travel expenses for the services to be provided by CSXT pursuant to this Section.

(d) There will be one class before Closing for train the trainer ("Train the Trainer") operating rules. A maximum of two additional Train the Trainer classes will take place after Closing but prior to the Commencement Date. Because the syllabus for the second and third Train the Trainer class will be different from the first and each other, CSXT requires no less than ninety (90) days notice prior to the scheduled date of each of the second and third class (CSXT will seek to minimize that period depending on the syllabus).

Section 3. Maintenance of Way Supervisors.

(a) CSXT shall make available the supervisory (non-represented) employees identified below for consultation and familiarization for a minimum of five (5) mutually agreeable work days within the first sixty (60) days after Closing for State and State's contractor personnel. Such CSXT supervisory personnel shall continue to work their normal work assignment times during this period.

(b) The CSXT supervisory personnel to be made available are:

(i) CSXT Roadmaster presently responsible for the majority of the State Property trackage limits;

(ii) CSXT Signal Manager responsible for the majority of the signals and interlockings within the limits of State Property;

(iii) CSXT Bridges Manager responsible for managing the inspection and maintenance of the bridges and culvert structures within State Property; and

(iv) CSXT Communications Manager responsible for the majority of the radio installations and communications within the limits of State Property.

(b) CSXT will be compensated at the rate of Three Hundred Sixty-five dollars (\$365.00) per person per position per day.

(c) There shall be no payment or reimbursement for travel expenses for the services to be provided by CSXT pursuant to this Section.

Section 4. Term.

This term of this Agreement shall commence on that day that the first Train the Trainer operating rules class occurs, which is currently expected, but not guaranteed, to be mid-August 2011 and shall continue until the Commencement Date.

Section 5. Liability.

Notwithstanding any other provision of this Agreement to the contrary, Section 19 and Section 21 of CFOMA shall govern the liability of the parties hereto whenever any loss of, or damage to or destruction of any property whatsoever or injury to or death of any person or persons whomsoever occurs under this Agreement, with the same force and effect as if set forth herein in full.

Section 6. Standard Provisions.

(a) Before making any additions or deletions to the services described herein, and before undertaking any changes or revisions to such services, the parties shall negotiate any necessary cost changes and shall enter into an amendment covering such services and compensation. Reference herein to this Agreement shall include any amendment(s).

(b) CSXT agrees to provide project schedule progress reports in a format acceptable to State and at intervals established by State. State shall be entitled at all times to be advised, at its request, as to the status of services being done by CSXT and of the details thereof. Coordination shall be maintained by CSXT with representatives of State, or agencies of State interested in the project on behalf of State. Either party to this Agreement may request and be granted a conference.

(c) All payments by State under this Agreement shall be made after satisfactory performance of the services. Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(d) Participants providing goods and services to the State should be aware of the following time

frames. Upon receipt, the State has five (5) working days to inspect and approve the goods and services. The State has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the later of the date the invoice is received or the goods or services are received, inspected, and approved. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to CSXT. Interest penalties of less than one (1) dollar shall not be enforced unless CSXT requests payment. Invoices which have to be returned to CSXT because of CSXT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to State.

(e) The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(23), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which CSXT shall pay to State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to CSXT. If automatic deduction is not possible, CSXT shall pay the transaction fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, CSXT certifies their correctness. All such reports and payments shall be subject to audit by State or its designee. CSXT shall receive a credit for any transaction fee paid by CSXT for the purchase of any item(s) if such item(s) are returned to CSXT through no fault, act, or omission of CSXT. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is requested or returned, or declined, due to CSXT's failure to perform or comply with specifications or requirements of the Agreement.

(f) A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The vendor ombudsman may be contacted at (850) 413-5516.

(g) Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to State at all times during the period of this Agreement and for five (5) years after final

payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to State upon request. Records of costs incurred shall include CSXT's general accounting records and the project records, together with supporting documents and records of CSXT and all subcontractors performing work on the project, and all other records of CSXT and subcontractors reasonably required by State for a proper audit of project costs.

(h) The Department of Transportation (the "Department"), 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 such 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. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

(i) CSXT shall carry and keep in force the insurance to the extent required by Section 21(f) of CFOMA.

(j) Section 15(b) of CFOMA concerning public access to documents shall apply to all documents made or received by CSXT on behalf of State under this Agreement with the same force and effect as if set forth herein in full.

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[signature page follows]

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC. and STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, pursuant to due corporate and statutory authority, have caused their names to be signed hereto by officer(s) or official(s) hereunto duly authorized to be hereunto affixed as of the day and year first above written.

CSX TRANSPORTATION, INC.

By: _____
Print Name: Steven Potter
Title: Assistant Vice President
Network Planning and Joint Facilities

**STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION**

By: _____
Print Name: Ananth Prasad
Title: Secretary

LEGAL REVIEW:

Special Counsel

APPROVED AS TO FINANCIAL TERMS
AND FUNDS ARE PROGRAMMED

Office of the Comptroller

[signature page of Orientation Services Agreement]