

Item # 16

SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM

SUBJECT: BEDFORD ESTATES RAILROAD CROSSING AGREEMENT

DEPARTMENT: Planning & Development DIVISION: Development Review

AUTHORIZED BY: Donald S. Fisher CONTACT: Jean Abi-Aoun EXT. 7342

Agenda Date 9/14/04 Regular  Consent  Work Session  Briefing   
Public Hearing - 1:30  Public Hearing - 7:00

**MOTION/RECOMMENDATION:**

Approve and authorize Chairman of the Board to execute a Road Grade Crossing Easement agreement at the Bedford Estates railroad crossing located south of Bedford Road and north of North Carolina Run, a private road, serving the Bedford Estates subdivision.

Section 13, Township 20S, Range 30E

District - 5 McLain (Jean Abi-Aoun, Principal Engineer) *JAA*

**BACKGROUND:**

Bedford Estates is a 15 lot, five acre subdivision established in 1981 with a 60' ingress egress easement known as North Carolina Run. North Carolina Run is an unimproved road that runs south off of Bedford Road and is accessed via the Bedford RR Crossing. When Bedford Estates was developed, access easements were granted to several property owners to provide access rights out to Old Western Trail which connects to Sanford Avenue. However, not all property owners were party to these easements and much of the area encompassed by these easements are unimproved.

All property owners in Bedford Estates utilize the Bedford RR crossing for their access. In August of 1997, CSX informed the County that the Bedford Road crossing is a private crossing and that until this becomes an authorized crossing for the general public, the County should not issue any permits for new homes in Bedford Estates. As a result, recent building permit requests were denied and the County has been working with CSX to resolve the access issue.

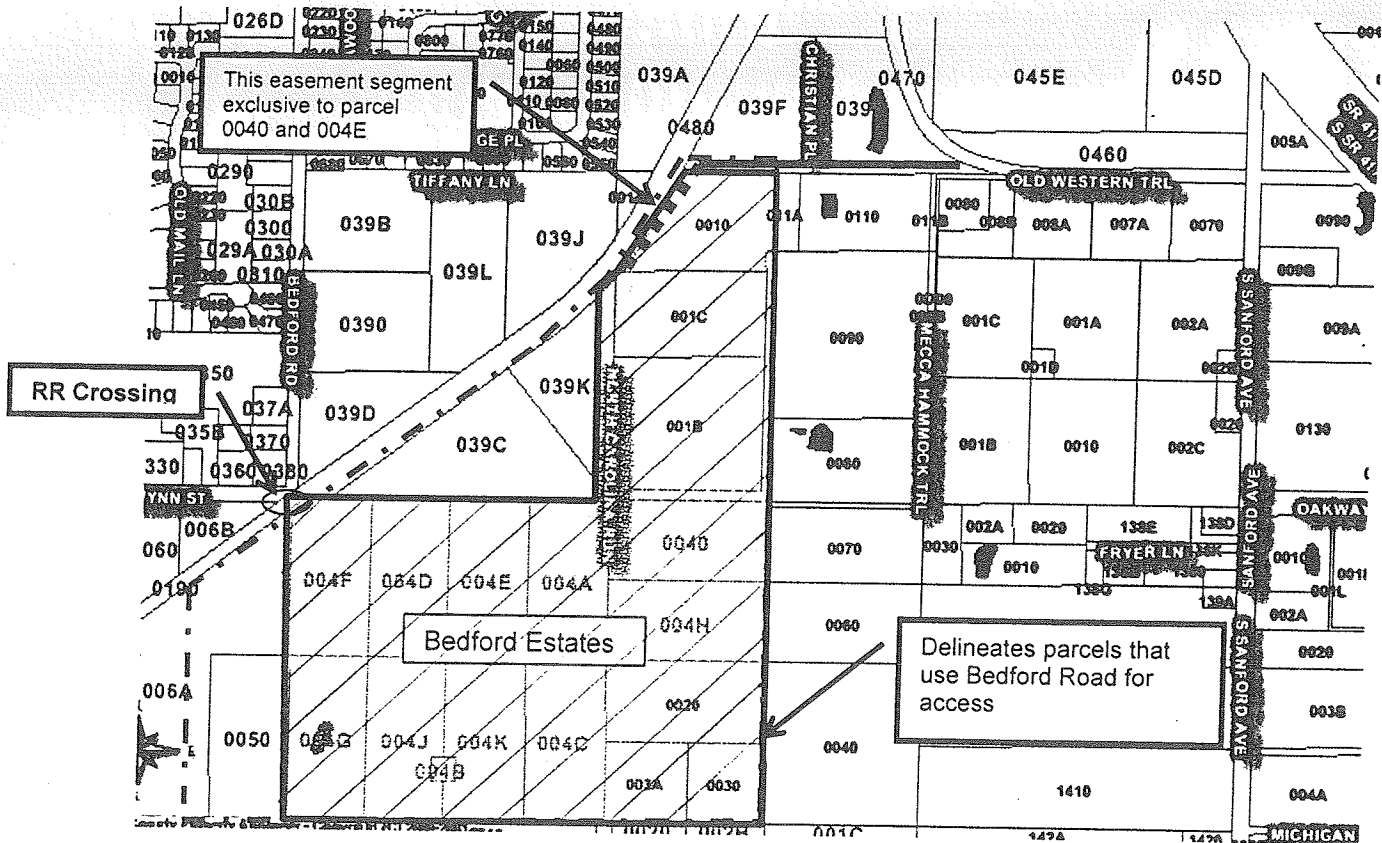
Reviewed by:  
Co Atty: \_\_\_\_\_  
DFS: \_\_\_\_\_  
Other: *J* \_\_\_\_\_  
DCM: \_\_\_\_\_  
CM: \_\_\_\_\_  
File No. cpdd07

Based on a negotiated agreement with the railroad company, CSX has agreed to grant Seminole County a vehicular and pedestrian ingress and egress easement over the railroad right-of-way extending between Bedford Road, a public road and North Carolina Run, a private roadway easement. This easement will provide legal access to the residents of Bedford Estates and will enable the County to issue building permits for the remaining undeveloped lots within the subdivision. The total initial annual cost associated with this agreement will be \$1,000 subject to a possible annual adjustment in accordance with the consumer price index for urban wage earners and clerical workers, please see attached agreement. Seminole County will also assume maintenance responsibility for typical signage or future improvements to the crossing although no new construction is anticipated for this crossing at this time. Funds to cover this fee are available in the Traffic Engineering's Budget.

**STAFF RECOMMENDATION:**

Staff recommends the Board to approve and authorize the Chairman to execute a Road Grade Crossing Easement agreement at the Bedford Estates railroad crossing located south of Bedford Road, a public road and north of North Carolina Run, a private road, serving the Bedford Estates subdivision.

District- 5 McLain  
Attachments: Location Map  
Easement Agreement



# LOCATION MAP BEDFORD ESTATES

This instrument prepared by  
or under the direction of:

GRANT OF EASEMENT FOR ROAD GRADE CROSSING

THIS GRANT OF EASEMENT FOR ROAD GRADE CROSSING (this "Agreement"), made as of \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is c/o Contract Administration (J-180), 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor," and \_\_\_\_\_, a \_\_\_\_\_ corporation whose mailing address is \_\_\_\_\_, hereinafter called "Grantee";

WITNESSETH:

**1. GRANT OF EASEMENT**

THAT, for valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Grantor does hereby GRANT and CONVEY unto Grantee, Grantee's successors and assigns, WITHOUT WARRANTY and only to the extent that Grantor's title permits, and FURTHER SUBJECT TO the terms, conditions, exceptions and reservations herein made, (a) an easement for vehicular and pedestrian ingress and egress, on, over or across Grantor's property at \_\_\_\_\_, County of \_\_\_\_\_, in the State of \_\_\_\_\_ (hereinafter, "the Easement"), which Easement is more particularly described in Exhibit A, attached hereto and incorporated herein.

EXCEPTING and RESERVING unto Grantor, its successors and assigns, the right to continue to occupy, possess and use the land upon which the Easement is imposed for any and all railroad purposes consistent with Grantor's existing and future operations and needs, including but not limited to the placement, repair, relocation and removal of signal and other cables, and the right to construct, reconstruct, relocate, operate, maintain, repair, renew, replace and remove Grantor's tracks and other facilities as now exist or which may in the future be located in, upon, over, under or across the Easement.

TO HAVE AND TO HOLD the Easement and rights herein granted, solely for the purpose herein contained; SUBJECT, however, to any public or private utilities, cables, wires, pipes and other facilities located in, on, over, under or across the Easement, and all agreements, easements, occupancies and rights granted or reserved therefor, whether the instruments granting or reserving the same be recorded or unrecorded;

If, at any time, the Easement herein granted, or any part thereof, shall no longer be used by Grantee, its successors or assigns, for the purposes for which it has been granted, the same shall terminate, and Grantee, its successors or assigns, shall execute such instruments as may be provided by law to clear title to the aforesaid property. Subject to the foregoing, this Easement shall constitute a covenant running with the land.

## **2. USE, LIMITATIONS:**

2.1 This Easement is subject to: (a) all encumbrances, conditions, covenants and easements; (b) any existing public utilities and other pipe or wireline facilities; and (c) all instruments, easements, agreements and rights, recorded or not.

2.2 The Easement shall be used solely as a road for the purpose of vehicular or pedestrian access to/from Grantee's adjacent land set forth on Exhibit B hereof (the "Crossing").

2.3 If, at any time, the easement herein granted, or any part thereof, shall no longer be used by Grantee, its successors or assigns, for the purposes for which it has been granted, the same shall terminate, and Grantee, its successors or assigns, shall execute such instruments as may be provided by law to clear title to the aforesaid property. Subject to the foregoing, this easement shall constitute a covenant running with the land.

2.4 Grantor reserves unto itself the paramount right to continue to occupy, possess and use the Easement and the Crossing for any and all railroad purposes. Grantee acknowledges and agrees that such use by Grantor may involve blocking the Crossing for periods of time.

## **3. FEES:**

3.1 a. Grantee shall pay Grantor \$250.00 per year as base minimum annual fee ("Fee"). Grantee shall have no right of refund for any cause whatsoever with respect to Fees paid to Grantor, which shall be payable annually in advance commencing as of the effective date. Such Fee shall be subject to periodic review and adjustment by Grantor.

b. Grantee shall pay to Grantor an Annual Replacement Fee, of \$750. Such Fee(s) shall be subject to periodic review and adjustment by Grantor.

c. Grantor's Fee(s) shall be adjusted on an annual basis by the same percentage

of increase as reflected in the "Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (1982-84=100) specified for All Items - United States compiled by the Bureau of Labor Statistics of the United States Department of Labor" ("CPI"). In no event, however, shall the Fee(s) be less than the Fee(s) payable as of the effective date of this License.

The Fee(s) shall be increased in accordance with the following:

$$\frac{\text{Current Price Index}^*}{\text{Base Price Index}^{**}} \times \text{Fee} = \text{Adjusted Fee}$$

\* Effective CPI in the fourth month prior to the anniversary date of the fee.

\*\* Effective CPI at the time of the effective date of the fee.

In the event the CPI is converted to a different standard reference base or otherwise revised or changed, the calculation of the percentage increase shall be made with the use of such conversion factor, formula or table for converting the CPI as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, then as reasonably determined by Grantor.

3.2 Grantee shall also indemnify Grantor against, and shall pay or reimburse Grantor for, any additional taxes and assessments levied solely on account of the existence of the Crossing.

#### 4. CONSTRUCTION, MAINTENANCE:

4.1 Future Crossing improvements (including the necessary appurtenances, approaches, roadway, curbs, gutters, shoulders, slopes, fills and cuts and drainage thereof) as deemed necessary for public safety purposes by Grantor or by any authority sharing jurisdiction over rail crossings, shall be constructed, and thereafter maintained, at the sole cost and expense of Grantee, provided that, all construction and maintenance work to be performed on that portion of the Crossing between the rails and for two feet (2') on the outside of each rail, and any work on Grantor's signal and communication facilities deemed necessary by Grantor, must be performed by Grantor, but at the sole cost and expense of Grantee.

4.3 Before construction, Grantee shall deposit with Grantor the sum of N/A U.S. DOLLARS (\$N/A), the estimated cost and expense of Grantor's portion of construction work and materials (including signalization). Upon completion of construction, Grantor will refund any portion of the deposit in excess of Grantor's costs and expenses. Should Grantor's costs and expenses exceed said deposit, Grantee shall promptly pay such excess upon receipt from Grantor of bills therefor.

4.4 Grantee shall furnish all other labor and materials required to install the Crossing

and do all necessary grading for the approaches.

4.5 Grantee, at its sole cost and expense, shall maintain all approach ways, and shall keep the Crossing and Sight Clearance Area(s) as shown on attached Exhibit "*TRAIN SPEED BASED*" at all times free and clear of all vegetation, materials, ice, snow, mud, debris and all obstructions (including parked vehicles), to a height not exceeding two feet (2') above ground level, and to the satisfaction of Grantor.

4.6 Grantee shall perform or cause all Grantee's construction and maintenance under this Agreement to be performed in a prudent and workmanlike manner, in conformity with any applicable statutes, orders, rules, regulations and specifications of any public authority having jurisdiction over the Crossing and under conditions satisfactory to and approved by Grantor. Said construction and maintenance shall be performed at such times and in such manner as not to interfere with the movement of Grantor's trains. Grantee shall not at any time impair or interfere with the lateral or subjacent support of Grantor's properties, structures, tracks or improvements on or adjacent to the Easement, or otherwise damage the same in any way.

4.7 Grantee shall be solely responsible for any relocation or protective encasement of any subsurface pipe or wire lines (telephone, electrical power transmission or distribution, fiber optic, cable television, water, sewer, gas or petroleum products, et al.) and for necessary relocation of surface structures or facilities (fences, towers, poles, etc.) incident to the installation, maintenance, reconstruction or removal of the Crossing.

## **5. DRAINAGE:**

5.1 Grantee shall not allow any interference with the existing drainage facilities within the approachways or underneath the Crossing. Grantee shall furnish, install and maintain, at Grantee's sole expense and in a manner satisfactory to Grantor, necessary drainage improvements to accept drainage from the roadbed and keep drainage from the track(s) and right-of-way of Grantor.

## **6. PERMITS AND LAWS:**

6.1 Before any construction hereunder is performed, or before use by Grantee of the Crossing, Grantee, at its sole cost and expense, shall obtain and comply with any necessary permits or licenses from all Federal, State or local public authorities, and shall comply with all applicable laws, rules and regulations.

6.2 Grantee shall defend, protect and hold Grantor harmless for Grantee's failure to obtain permits and licenses, or for Grantee's failure to comply with any permit, license, law, rule or regulation.

## **7. BARRICADES, GATES; SIGNALS:**

7.1 Grantee, at its sole cost and expense, shall furnish, construct and maintain any gate(s), barricade(s), sign(s), flashing light signals, and/or crossing warning device(s), or provide permanent flaggers or other protective services, as shall from time to time be deemed necessary for public safety purposes by Grantor or by any public authority sharing jurisdiction over rail grade crossings. The design and placement of signs, barriers, gates and any crossing warning devices shall be subject to the approval of Grantor. The cost of installing and maintaining and/or furnishing such crossing protection shall be paid solely by Grantee.

7.2 Grantor may elect to furnish materials and install such gates, barricades signs or automatic or other crossing warning devices, or provide such protective services, at the sole cost and expense of Grantee. Grantor may require advance deposit of estimated cost and expense of such work and materials. Upon completion of construction, Grantor will promptly refund any portion of the deposit in excess of Grantor's costs and expenses. Should Grantor's costs and expenses exceed said deposit, Grantee shall promptly pay such excess upon receipt from Grantor of bills therefor.

7.3 a. Grantee will pay to Grantor, a base Annual Signal Maintenance Fee maintaining Class" warning devices, as long as said Signals remain in service. The base Annual Signal Maintenance Fee shall be subject to periodic review and adjustment by Grantor.

b. The base Annual Signal Maintenance Fee and operation expense (including electric current) shall be adjusted on an annual basis, in proportion to the increase in the "Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (1982-84=100) specified for All Items - United States compiled by the Bureau of Labor Statistics of the United States Department of Labor" ( herein, the "CPI"), in accordance with the following formula:

$$\frac{\text{Current Price Index}^*}{\text{Base Price Index}^{**}} \times \text{Fee} = \text{Adjusted Fee}$$

\* Effective CPI in the fourth month prior to the anniversary date of the fee.

\*\* Effective CPI at the time of the effective date of the fee.

In no event, however, shall the signal maintenance fee be less than the signal maintenance fee payable as of the effective date of this Agreement.

c. In addition to the Annual Signal Maintenance Fee, Grantee shall reimburse Grantor, within sixty (60) days after receipt of itemized bill from Grantor, (a) the cost of upgrading said signals to prevent obsolescence, and (b) the cost of repairing or replacing said signals as a result of damages thereto, howsoever resulting.



## **8. OPERATIONAL SAFETY:**

8.1 Grantee shall use the highest degree of care in the operation and use of said Crossing so as to avoid collisions and/or interference with operations of Grantor.

8.2 Grantor shall erect, and thereafter Grantee shall maintain, all at Grantee's cost, reflectorized 'Railroad Crossing' Crossbuck signs on each side of the Crossing, clearly visible to vehicular traffic approaching the Crossing from either side, and advising of the number of track(s) to be crossed. Grantee shall erect, and thereafter maintain, reflecting standard highway 'STOP' signs on each side of the Crossing, clearly visible to vehicular traffic approaching the Crossing from either side. Grantee shall be solely responsible to periodically inspect such signs to insure that same are in place and visible.

## **9. FLAGGING, CONSTRUCTION:**

9.1 If Grantor deems it advisable during any period of construction, maintenance, repair, renewal, alteration, change, or removal of said Crossing, to place temporary watchmen, flaggers, inspectors or supervisors, for protection and safety, Grantor shall have the right to do so, at the expense of Grantee, but Grantor shall not be liable for its failure to do so.

## **10. PROHIBITED ACTS:**

10.1 Grantee shall not use the Easement for the storage or transport of any explosives, flammables, combustibles, or hazardous materials, substances, goods or commodities of any type or perform or cause any blasting or other inherently dangerous activities on the Easement.

## **11. ALTERATIONS; TRACK CHANGES:**

11.1 In the event that Grantor's existing or future operating and/or maintenance needs or uses require any change (including any raising, lowering, or additions to), relocation or improvement in its right-of-way, track(s), structures, roadbed, communication, signal or other facilities, which necessitate any change of location, height or depth of the Crossing, Grantee shall make such changes in the Crossing and/or the grading, approaches or drainage, within an agreed upon time frame between the two parties after notice in writing from Grantor, all at Grantee's sole cost and expense, and upon plans and specifications approved by Grantor.

11.2 If Grantee desires to revise, relocate or change all or any part of the Crossing, plans therefor shall be submitted to Grantor for approval before any such revision, relocation or change is made. Any such revision, relocation or change shall be at Grantee's sole costs and expense.

11.3 In either event, all work to be performed on that portion of the Crossing between the rails and for two feet (2') beyond each rail shall be done by Grantor, at Grantee's sole cost and

expense.

## **12. TERMINATION, REMOVAL:**

12.1 Upon failure of Grantee to perform or comply with any term, covenant, clause, or condition herein contained, this Agreement may be terminated immediately upon notice by Grantor and Grantor may barricade or otherwise block said Crossing. Termination shall not affect any claims or liabilities which may have arisen or accrued prior to termination.

12.2 Within thirty (30) days after termination of this Agreement, unless the parties hereto otherwise agree, the Crossing shall be removed, all approaches barricaded, and Grantor's property restored in a manner satisfactory to Grantor, all at the sole cost and expense of Grantee. If Grantee fails to make such removal, Grantor may remove the same, at Grantee's sole risk, cost and expense. All removal and restoration work to be performed on that portion of said Crossing between the rails and for two feet (2') beyond each rail shall be done by Grantor, at Grantee's sole cost and expense.

## **13. RAILROAD FORCE ACCOUNT COSTS:**

13.1 Grantor's expense for wages of Grantor's employees ("force account" charges) and materials for any work performed at the expense of Grantee pursuant to this Agreement shall be paid by Grantee within thirty (30) days after receipt of bills therefor.

13.2 Such expenses shall include, without limitation: cost of labor and supervision under "force account" rules, plus current applicable overhead charges (traveling expense, Federal Railroad Retirement and Unemployment Taxes, vacation allowances, etc.); the actual cost of materials together with insurance, freight and handling charges on all material used. Equipment rentals, if any, shall be in accordance with Grantor's fixed applicable rates.

## **14. RISK, LIABILITY, INDEMNITY:**

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

14.1 Grantee hereby assumes, and, to the fullest extent permitted by State law, shall defend, indemnify and save Grantor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Grantor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, presence, existence, repair, maintenance, replacement, operations, use or removal of the Crossing or any structure in connection therewith, or the restoration of premises of Grantor to good order or condition after removal, EXCEPT when caused solely by the willful misconduct

or gross negligence of Grantor.

14.2 Use of Grantor's right-of-way involves certain risks of loss or damage as a result of Grantor's rail operations. Notwithstanding Section 14.1, Grantee expressly assumes all risk of loss and damage to Grantee's Property in, on or over the Crossing, including loss of or any interference with use thereof, regardless of cause, including electrical field creation, fire or derailment resulting from Grantor's rail operations. For this Section, the term "Grantee's Property" shall include the Crossing and property of third parties situated or placed upon Grantor's right-of-way by Grantee or by such third parties at request of or for sole benefit of Grantee.

14.3 Obligations of Grantee hereunder to defend, indemnify and hold Grantor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of or are affiliated with Grantor, and their respective officers, agents and employees.

14.4 If a claim is made or action is brought against either party, for which the other party may be responsible hereunder, in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such claim or action.

## 15. INSURANCE:

15.1 Before and during any period of construction or demolition operations within fifty feet (50') of any operated railroad track(s), or affecting a railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Grantee shall first procure maintain in full force and effect, Railroad Protective Liability Insurance ("RPL") naming Grantor as the sole named insured. Said RPL policy shall be written on the form prescribed in the Federal Aid Highway Program Manual, Volume 6, Chapter 6, Section 2, Subsection 2, as amended from time to time, or as superseded by the AAR/AAHSTO form, or on an ISO/RIMA form, and shall provide available limits of not less than \$\_\_\_\_\_5,000,000 per occurrence, \$\_\_\_\_\_10\_\_\_\_\_,000,000 aggregate, for bodily injury and property damage. The original of said RPL policy shall be furnished to and approved by Grantor prior to the commencement of any entry upon the Easement.

15.2 Prior to commencement of any entry upon the Easement or any use of the Crossing, Grantee shall procure and shall thereafter maintain, at its sole cost and expense, Commercial General Liability (CGL) Insurance covering liability assumed by Grantee under this Agreement naming Grantor as additional insured and covering liability assumed by Grantee under this Agreement. Coverage of not less than \_\_\_\_\_Three\_\_\_\_\_MILLION AND 00/100 U.S. DOLLARS (\$\_\_3\_\_\_\_\_,000,000.00) Combined Single Limit per occurrence, for bodily injury and property damage is required as a prudent minimum to protect Grantee's assumed obligations hereunder. The CGL policy shall be endorsed to provide for thirty (30) days' notice in writing to

Grantor prior to termination of or change in the coverage provided. Grantee shall, upon execution hereof and on each successive year, provide the CGL certificate to Grantor.

15.3 If Grantee fails to procure and maintain the insurance required hereunder, Grantor may terminate this Agreement.

15.4 Procurement of insurance by Grantee shall not limit Grantee's liability under this Agreement, but shall be additional security therefor.

**16. NOTICE(S):**

16.1 Before doing any work on the Easement, Grantee shall give Grantor's Chief Regional Engineer - \_\_\_\_\_, at least five (5) days' written notice, except that in cases of emergency repairs shorter notice may be given to said Chief Regional Engineer.

16.2 All other notices and communications concerning this Agreement shall be to the addresses set forth in the preamble of this Agreement or at such other address as either party may designate in writing to the other.

16.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be effective upon (a) actual receipt or (b) addressee's refusal of delivery.

**17. TITLE:**

17.1 Grantee understands that Grantor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Grantor's title in the land underlying the Easement. Grantor does not warrant title to such land, and Grantee accepts the grants and privileges contained herein, subject to all lawful existing liens, mortgages, occupancies, reservations, superior rights, leases, licenses, easements or other interests or rights in and to such land.

17.2 Grantee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right, to any claim against Grantor for damages on account of any deficiencies, failures or insufficiencies in title to the land underlying the Easement.

17.3 Grantee shall not at any time own or claim any right, title or interest in or to

Grantor's land underlying the Easement, nor shall the exercise of the rights granted by this Agreement for any length of time give rise to any right title or interest in Grantee other than as granted herein.

**18. GENERAL PROVISIONS:**

18.1 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Grantor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Signed, sealed and delivered  
in the presence of:

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

**GRANTEE**

\_\_\_\_\_:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

**GRANTOR**  
CSX TRANSPORTATION, INC.:

\_\_\_\_\_

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

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

\_\_\_\_\_

Attest \_\_\_\_\_ (SEAL)

Secretary

Print Name: \_\_\_\_\_

STATE OF FLORIDA )

) SS.

COUNTY OF DUVAL )

I, \_\_\_\_\_, a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County came \_\_\_\_\_, ( ) to me known, and/or ( ) proven by satisfactory current evidence to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did make oath, acknowledge and say that: (s)he resides in Jacksonville, Duval County, Florida; (s)he is \_\_\_\_\_, of CSX Transportation, Inc., the corporation described in and which executed said instrument; (s)he is fully informed of the contents of the instrument; (s)he knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; (s)he signed his/her name thereto for said corporation pursuant to Board authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_(SEAL)

Notary Public

Print Name:

My commission expires on:

**EXHIBIT A**  
Easement Area

Description of Easement at: \*

To: \*

CSXT Deed File No.: \*

**EXHIBIT B**

Description of property to be served