



Board of County Commissioners

State of Florida

LEASE CONTROL FORM

DATE: 5/27/99

LEASE CONTROL #: L70-0001-RDI-01

STATUS: OPEN CLOSED DATE: _____

LEASE TYPE: EXPENDITURE

LESSEE: OKALOOSA COUNTY

LESSOR: CSX TRANSPORTATION

DESCRIPTION OF LEASE: RIGHT OF WAY

TERM: INDEFINITE

COUNTY DEPT/POC: ROAD DEPT / JAMES PUCKETT

COUNTY CONTACT TELEPHONE #: 689-5772

COUNTY CONTACT FAX #: 689-5717

Reply To:

Courthouse
101 E. James Lee Blvd. Crestview, FL 32536
(850) 689-5030 FAX: 689-5059

1804 Lewis Turner Blvd. Suite 100
Fort Walton Beach, FL 32547
(850) 651-7105 FAX: 651-7142

LEASE CONTROL FORM

CSX 641

DATE: 9/13/93
STATUS: Open
PAYOR:

LESSEE: CSX Transportation, Inc.
P. O. Box 40545
Jacksonville, FL 32203-0545

LESSOR: Okaloosa County Board of County Commissioners
PROPERTY: Right of Way
DATE/TERM: December 15, 1969
AMOUNT: \$ 144.00 Annually

LESSEE CONTACT:
COUNTY CONTACT: Dave Heinrich, 5772

EXPENDITURE: BUDGET
001-519-544610-0601 Rents/Lease - Land 144

- 1. A copy of the executed agreement is in the file. Yes
- 2. The budget for this agreement has been set up. Yes
- 3. Insurance Policy Requirements: Expires:
 - A. Certificates of Insurance provided to the County. N/A
 - B. A 30 day notification prior to effective date of cancellation of change in coverage is provided. N/A
 - C. The County is listed as an additional insured. N/A
 - D. Coverage amounts are correct per Lease Agreement. N/A
- 4. A Hold Harmless or Indemnity Provision is provided. N/A
- 5. Performance Bond/Security requirements have been met. N/A
- 6. Approved at B.C.C. Meeting dated: Unknown

THE NEXT ANNUAL LEASE PAYMENT IS DUE ON: _____.

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

THIS CONTRACT, entered into this 15th day of DECEMBER, 1969, between the LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a Kentucky corporation, hereinafter called the "Railroad," and BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY Cont 55981, whose address is Rural Route 2 Box 364, Crestview, Florida 32536, hereinafter called "Licensee."

WITNESSETH, that the Railroad insofar as it legally may, hereby grants to Licensee, upon the terms and conditions hereinafter set forth, the right to construct and maintain upon or over the right-of-way or lands of the Railroad, at or near Crestview, between mile posts 641 and 642, on Yellow River Branch of MNO&P Division, in Okaloosa County, State of Florida a 24-inch concrete storm sewer pipeline on the Railroad's right-of-way located 35 feet west of the center line of the main track between Valuation Stations 110+74 and 114+19; to be installed in accordance with specifications H-66855, attached hereto and made a part hereof, hereinafter referred to as "improvements" and located as shown on the following sketch:

SEE SKETCH ATTACHED HERETO AND MADE A PART HEREOF.

The conditions of the foregoing grant of the right of occupation and use of said right-of-way or lands, which conditions shall also constitute covenants of the Licensee with the Railroad, are as follows:

1. The rental for the use of said right-of-way or lands shall be at the rate of \$144.00 per year payable to the Railroad by the Licensee annually in advance, plus an initial charge of \$25.00.

2. This contract is to remain in full force and effect for one year from date and thereafter from year to year, subject to termination, at any time during the original term or any renewal thereof, by either party upon giving thirty days' notice in writing to the other party at its last-known address. If such termination be at the instance of the Railroad, an adjustment of any rental prepaid but unearned will be made.

3. Licensee hereby releases the Railroad and any other company operating over its railroad, its and their officers, agents and employes, from, and will indemnify it and them against, the claims and demands of all persons, including passengers and employes of either party, for loss of life, injury to person, or damage to or loss of property including property owned by or in the custody of the Railroad and property of Licensee, arising out of the use or occupation of said right-of-way or lands by said improvements, or caused by explosion thereon, or by fire on said premises or communicated from said premises to adjoining property, whether such fire be caused by engines or by any other cause; or for said loss of life, injury or damage caused by collision between trains or other equipment of the Railroad operating on its rails and any vehicle when on or crossing over said right-of-way while using any roadway or crossing constructed under this agreement.

4. Said improvements shall be constructed and maintained under the direction, and to the satisfaction, of the Superintendent of the Railroad, at expense of the Licensee. Said improvements and the use and occupation of said right-of-way or lands by Licensee, must not interfere with the operation or conduct of the Railroad's business.

5. The Licensee agrees (a) as concerns permanent and temporary structures (including stored materials), to maintain on each side of every track, between the ground line and a horizontal line twenty-two (22) feet above the top of rail, a horizontal clearance of eight (8) feet, measured from and at right angles to the centerline of track; provided, however, that the horizontal clearance of eight (8) feet shall, at every point on every curve, be increased one and one half (1½) inches for every degree of curvature at such point; and (b) to exercise reasonable care to keep the clearance area and the environs thereof which the Railroad's train-service employes may reasonably be expected to use, free of obstructions that may endanger the safety of the Railroad's employes or interfere with the safe operation of engines or cars. Knowledge of or notice to the Railroad of a breach of either of the foregoing covenants and its continued operation of the trackage thereafter shall not constitute a waiver of either of them. The Licensee agrees to indemnify and hold harmless the Railroad from and against any and all claims for loss of or damage to property or injury to person (including death) resulting from any failure of the Licensee to perform or abide by either of the foregoing covenants.

6. Within thirty days after written notice of termination by either party, Licensee shall remove the improvements and replace the right-of-way or lands in the same condition as when it took possession, and in default thereof, said improvements shall become the property of the Railroad, and at the Railroad's election, it may remove said improvements and replace the right-of-way or lands in their original condition at the expense of the Licensee, which expense the Licensee agrees to pay.

7. No act or acts of Licensee on or pertaining to said right-of-way or lands, whether authorized or unauthorized by the Railroad, shall be construed or considered as an adverse claim to the title of the Railroad to such right-of-way or lands unless the same shall have been preceded by the service by the Licensee of a written notice on the President of the said Railroad of an intention of the Licensee to claim adversely to the Railroad.

8. Licensee shall not assign its rights under this contract, nor shall it allow any other person, firm or corporation to occupy or make use of the improvements constructed by it, without first obtaining the written permission of the Railroad.

9. Licensee shall pay, or indemnify the Railroad against, all taxes levied by any taxing authority against the improvements erected by Licensee.

10. Licensee grants to the Railroad a lien on said improvements to secure payment of rent and performance of the other obligations of Licensee arising under this contract.

11. Any pipe, conduit or other construction extending beneath the track structure shall have its highest point not less than forty-eight (48) inches below bottom of cross ties.

12. The Licensee, upon approval of plans and specifications by the Chief Engineer of the Railroad, may install cathodic protection at the time of initial construction or at any time subsequent. If it shall be found by the Railroad that the system of signals which the Railroad is presently using, or any such system which the Railroad may hereafter adopt, or other facilities of the Railroad shall be adversely affected by inductive influence produced by said cathodic protection, then in that event the Railroad and the Licensee shall promptly co-operate to determine the best engineering solution of the problem and whether necessary changes to overcome the inductive influence are to be made with respect to the facilities of the Railroad or those of the Licensee or of both. The party or parties whose facilities are to be changed in accordance with such determination, shall promptly carry out the work and the entire cost thereof shall be paid by the Licensee.

13. Before entering upon the Railroad's property hereunder, the Licensee shall communicate with the office of the Division Superintendent of the Railroad at Mobile, Alabama, at least 10 days prior to entering upon Railroad property so that arrangements may be made to coordinate the work to be done by the Licensee hereunder with any requirements for protection of both parties' operations and property at the job site. Should the Licensee elect to have the improvements constructed by an independent contractor, the Licensee will require that its contractor communicate with said Superintendent's office in lieu of the Licensee, so that the Railroad's officials will be in direct communication with the party physically performing the work. If an independent contractor is to be used, the Railroad reserves the right to require such contractor to enter into an agreement with the Railroad, in the form of the sample attached hereto as "Exhibit A", covering liability, flagging, insurance coverage, etc., before the contractor will be permitted upon the Railroad's property. The Licensee shall instruct such independent contractor that said "Exhibit A" agreement will be sent to the contractor for signing from the Division Superintendent's office upon the contractor communicating with that office as required above.

14. Should the Railroad make any changes in its tracks, construct additional tracks, or make any changes in its roadbed or any other facilities which, in its judgment, shall render it necessary to change the grade, location or position of said improvements, or to provide or extend any casing pipe protecting a carrier pipe, then the Licensee shall, immediately after receiving written demand, make such changes in said improvements at its expense, or authorize the Railroad to make such changes as required, in which event the Licensee shall promptly reimburse the Railroad for the cost of making such changes. Should it fail to reimburse the Railroad, then said Railroad shall have the right, in its discretion, to remove said improvements from said right-of-way.

WITNESS the signatures of the parties hereto this the day and year first above written.

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By C. N. Wiggins
As its: Assistant General Manager

BOARD OF COUNTY COMMISSIONERS
OF OKALOOSA COUNTY
By [Signature]

A.P. July 19-25-70
[Handwritten notes]

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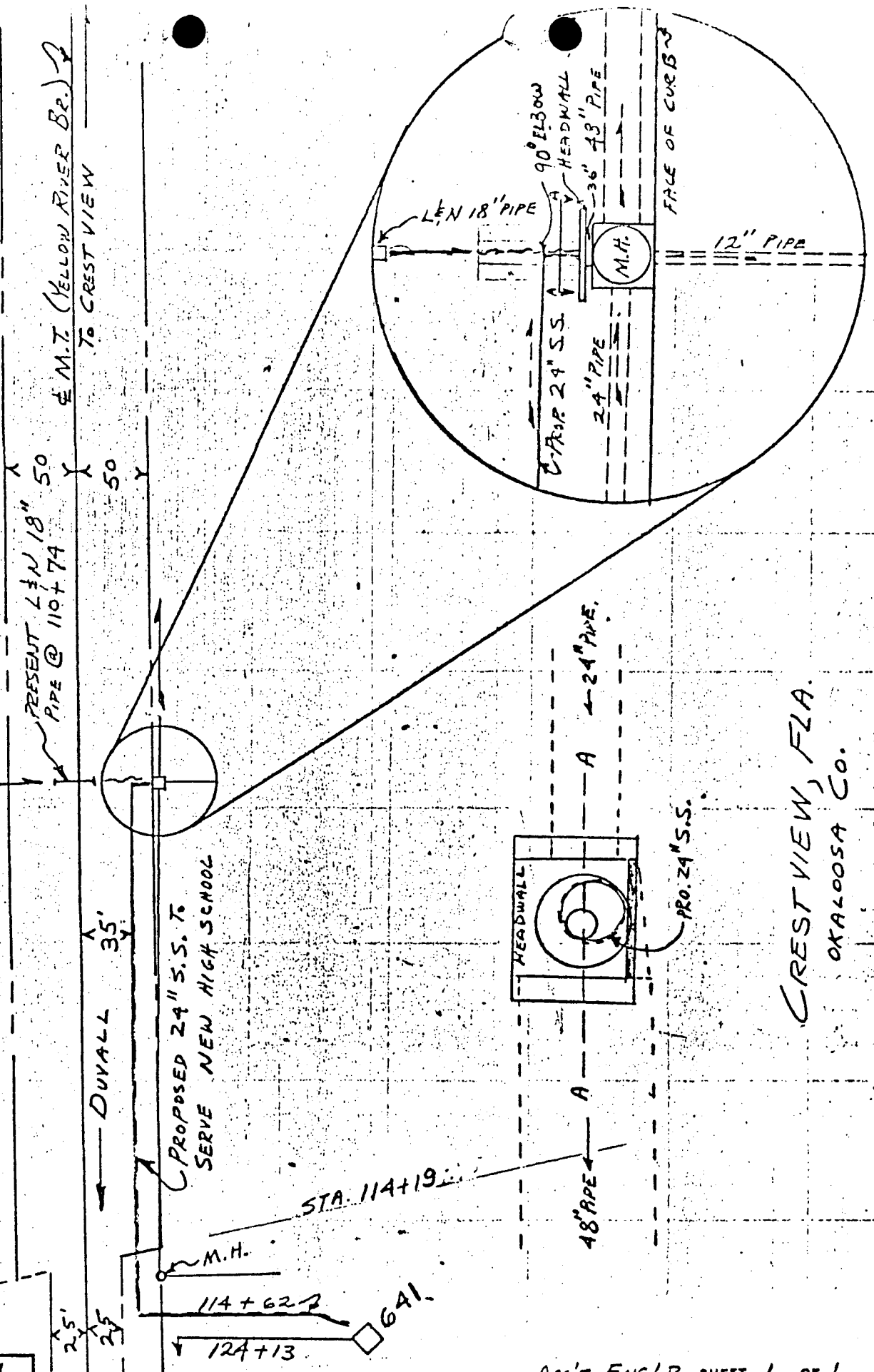
PRO. 24" STORM SEWER
FLORIDA

OFFICE OF ASS'T ENG'R SHEET 1 OF 1

LOCATION CRESTVIEW
BY RWP DATE 10-14-61

C-204

REV'D 12-5-69



CRESTVIEW, FLA.
OKALOOSA CO.

11/21/96

Mr. Jon Morris
Deputy Clerk

The following is the formula used in calculating the pro-rate amount used for the rate increases effective 7/1/96.

NEW RATE MINUS OLD RATE DIVIDED BY 365 DAYS TIMES DAYS BILLED
BEYOND 7/1/96 ON ANNUAL BILLING.

On Bill No. 2PN0383 your annual bill was 2N94306 for period covering 10/1/95 to 9/30/96. You were billed for 7/1 to 9/30. (Chestnut St.)

On Bill No. 2PN0384 your annual bill was 2P73606 for period covering 8/6/95 to 8/5/96. You were billed for 7/1 to 8/5. (Copper Lake Rd)

We also have determined that since we are billing Chestnut St. in advance instead of in arrears, the last Bill No. 2P93892 did not include the increase and therefore we are including Bill No. 2PN3411 which covers the difference in the increase.

We hope this explains our position, but if you should have any further questions you may call me at (904)279-6358.

Sincerely,



K.A. Gilliam

CSX Transportation
Attn: Mr. K.A. Gilliam, J686
P.O. Box 44089
Jacksonville, FL 32231-4089

November 13, 1996

Dear Mr. Gilliam:

Okaloosa County Board of County Commissioners has received your bills **2PN0383** and **2PN0384** which are based on rate increases authorized by FDOT, but omitted from our annual billing.

Please send me copies of those rate increases and your calculations for our files to support payment.

Thank you for your prompt reply.

Sincerely,

JON P. MORRIS, Deputy Clerk
Financial Quality Control Manager

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

FORM 723-090-41
RAIL
OOC - 07/96

COUNTY	SECTION	JOB NUMBER	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & RAW NUMBER	PAP NUMBER

COMPANY NAME: _____

A. JOB DESCRIPTION & LOCATION: _____

B. TYPE OF ROADWAY FACILITY: _____

C. FDOT/AAR XING NO.: _____ RR MILE POST TIE: _____

D. TYPE SIGNALS PROPOSED _____ CLASS _____ DOT INDEX: _____

SCHEDULE OF ANNUAL COST OF AUTOMATIC
HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES

CLASS	DESCRIPTION	Annual Maintenance Cost Exclusive of Installation	
		COST*	EFF 7-1-96 50% Mtn. Fee
I	Flashing Signals - One Track	\$1,637.00	\$ 818.50
II	Flashing Signals - Multiple Tracks	\$2,166.00	1,083.00
III	Flashing Signals and Gates - One Track	\$2,468.00	1,234.00
IV	Flashing Signals and Gates - Multiple Tracks	\$3,098.00	1,549.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-46.002
Responsibility for the Cost of Automatic Highway
Grade Crossing Traffic Control Devices

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 1996 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.