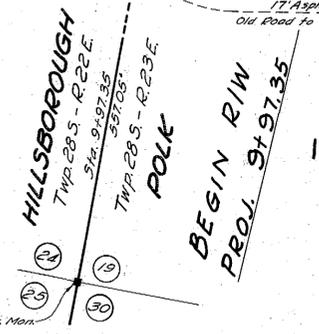


Railroad Easement Agreement
Seaboard System Railroad to Polk County Re-80260
7WB0113861-25
SBD-6526 Supp. Date: January 13, 1986

Note: All Power Poles are Tampa Electric
& Telephone Poles are Per. Tel. Co. on this Sheet



INSERT NO 1

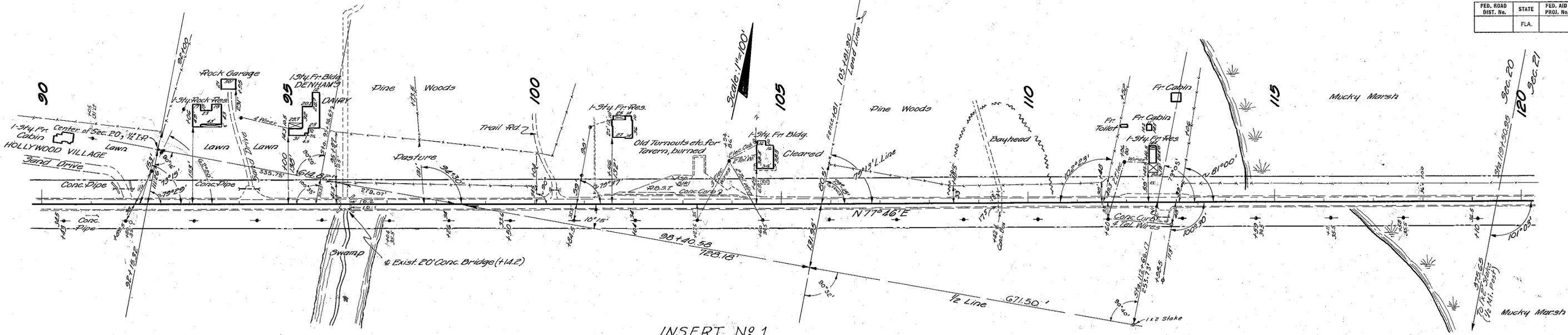
Note: All angles to Curve
Tangent to Curve

Note: Width of R/W Required
50' Lt. - 50' Rt.

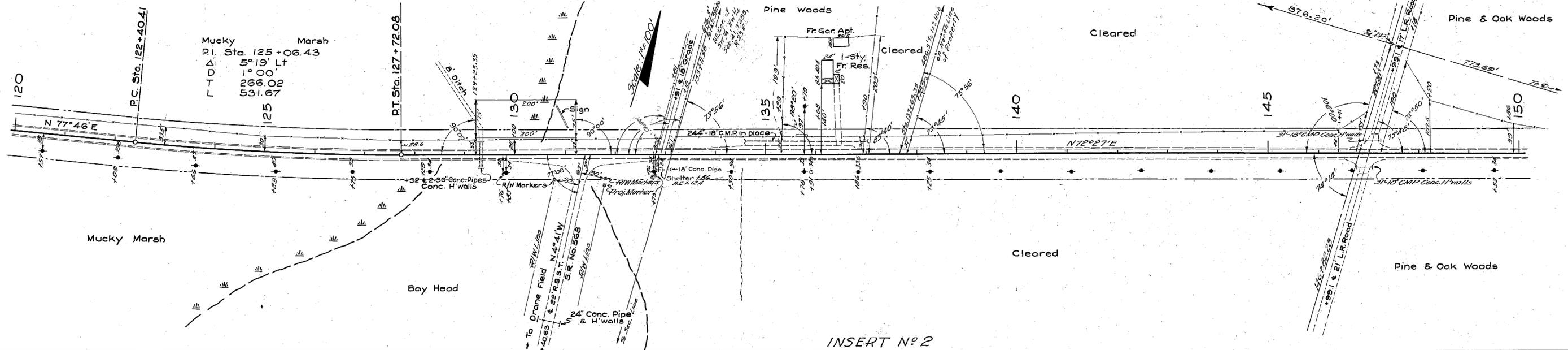
Note: True Bearings Figured Back
From Drane Field R/W Map
Job No. 1622-301 (Proj. DA-WR-12(1)-(4530))

S.R. 600
STATE ROAD No 17 (FED. ROUTE No 7)
POLK-HILLSBOROUGH COUNTY LINE
TO WEST CITY LIMITS OF LAKELAND

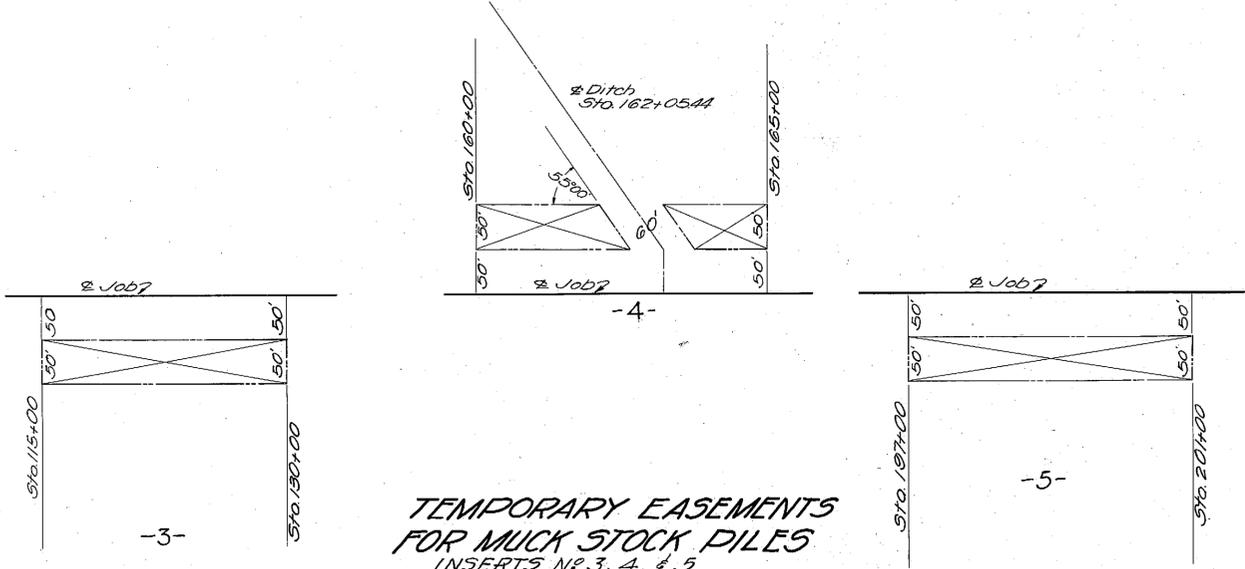
STATE OF FLORIDA STATE ROAD DEPARTMENT				
RIGHT OF WAY MAP				
JOB NO. 1601-106 Proj. No. 675 Sh.				
Names	Dates	Approved by		
Designed		[Signature]		
Drawn	E.E.I.	[Signature]		
Traced	J.C.J.	[Signature]		
Checked	A.W.B.	[Signature]		
Revised	E.E.I.	[Signature]		



INSERT N^o 1



INSERT N^o 2



TEMPORARY EASEMENTS FOR MUCK STOCK PILES
INSERTS N^o 3, 4, & 5

S.R. 600

STATE OF FLORIDA
STATE ROAD DEPARTMENT

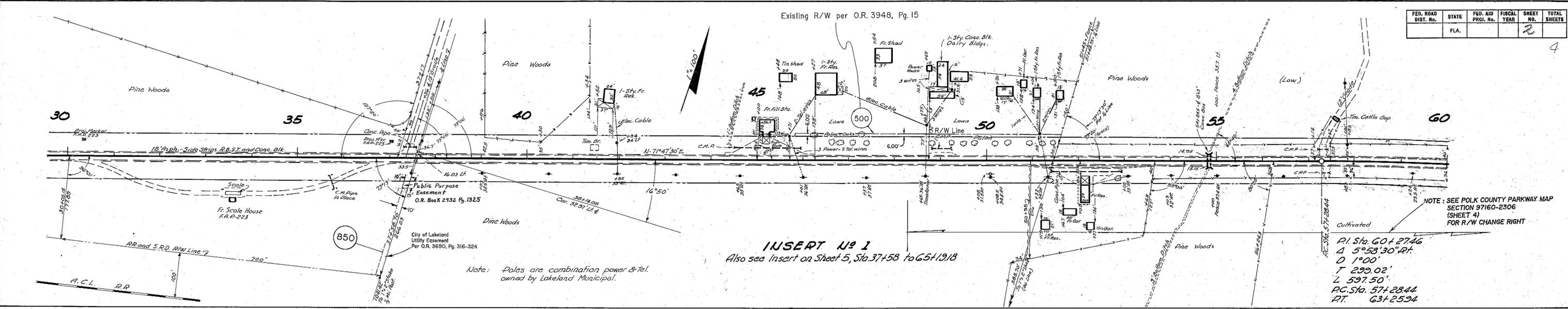
RIGHT OF WAY MAP

PROJECT No. 1601-106 (Old Project 675)
ROAD No. (17) Fed. Route No. 7, POLK COUNTY

SCALE 1"=	NAMES	DATES	APPROVED BY
	E.E.I.	10/10/44	<i>[Signature]</i> DIVISION ENGINEER
	F.B.D.	10/20/44	

checked *[Signature]* 10/27/44

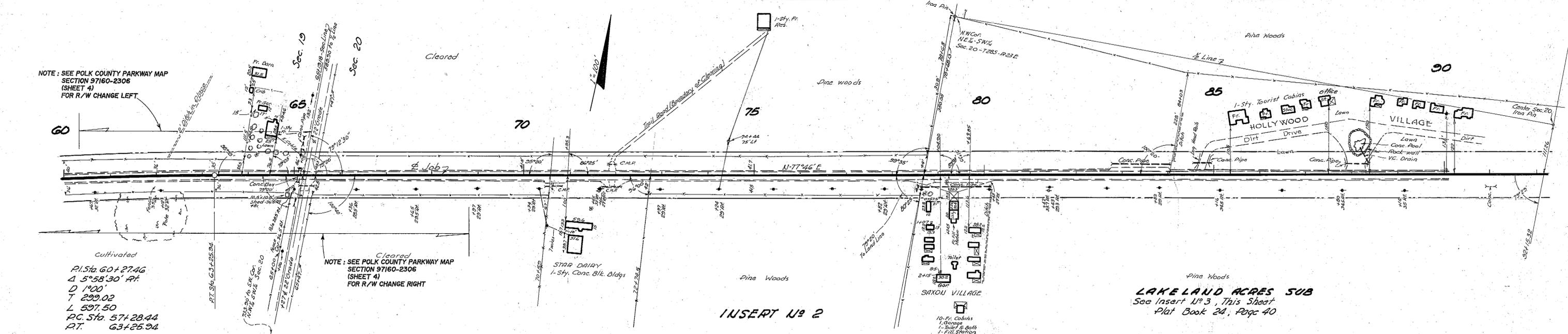
INDEXED DEC 15 1944



INSERT No 1
Also see Insert on Sheet 5, Sta. 37+58 to 65+19.18

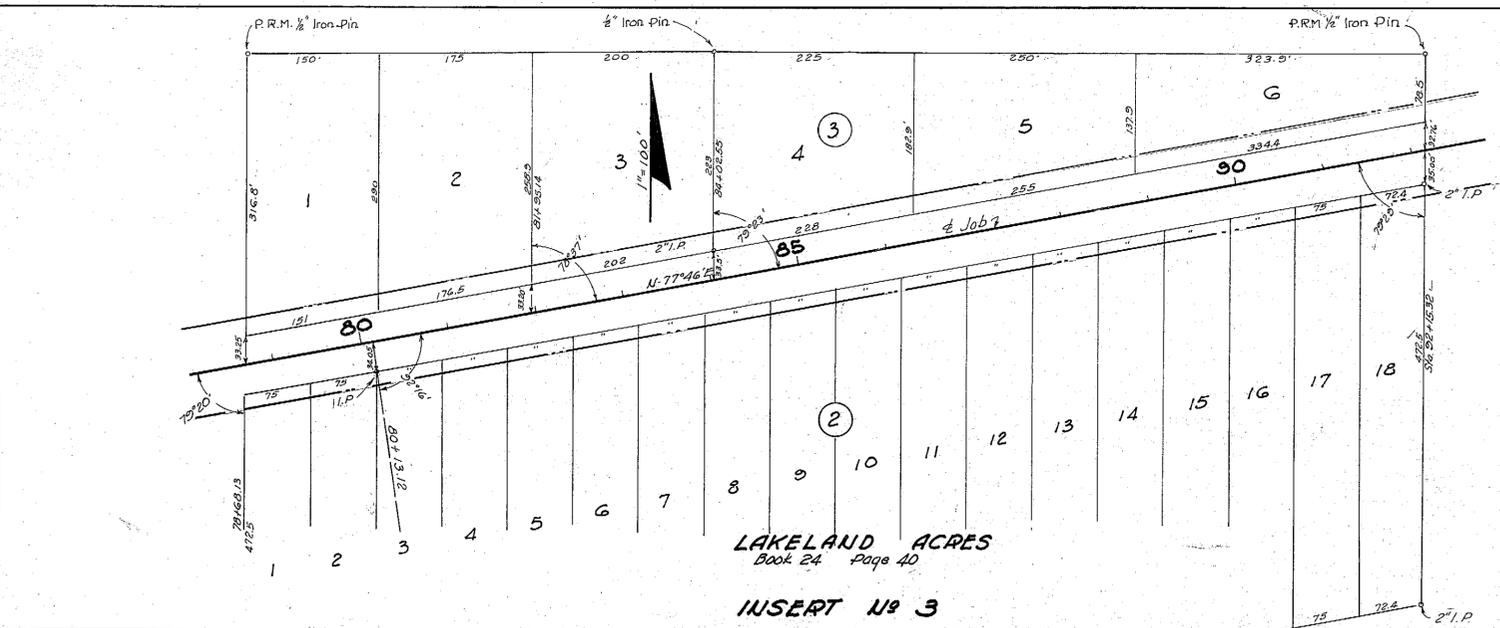
NOTE: SEE POLK COUNTY PARKWAY MAP SECTION 97160-2306 (SHEET 4) FOR R/W CHANGE RIGHT

P.I. Sta. 60+27.46
Δ 5°58'30" RT
D 1°00'
T 299.02'
L 597.50'
P.C. Sta. 57+28.44
P.T. 63+25.94



INSERT No 2

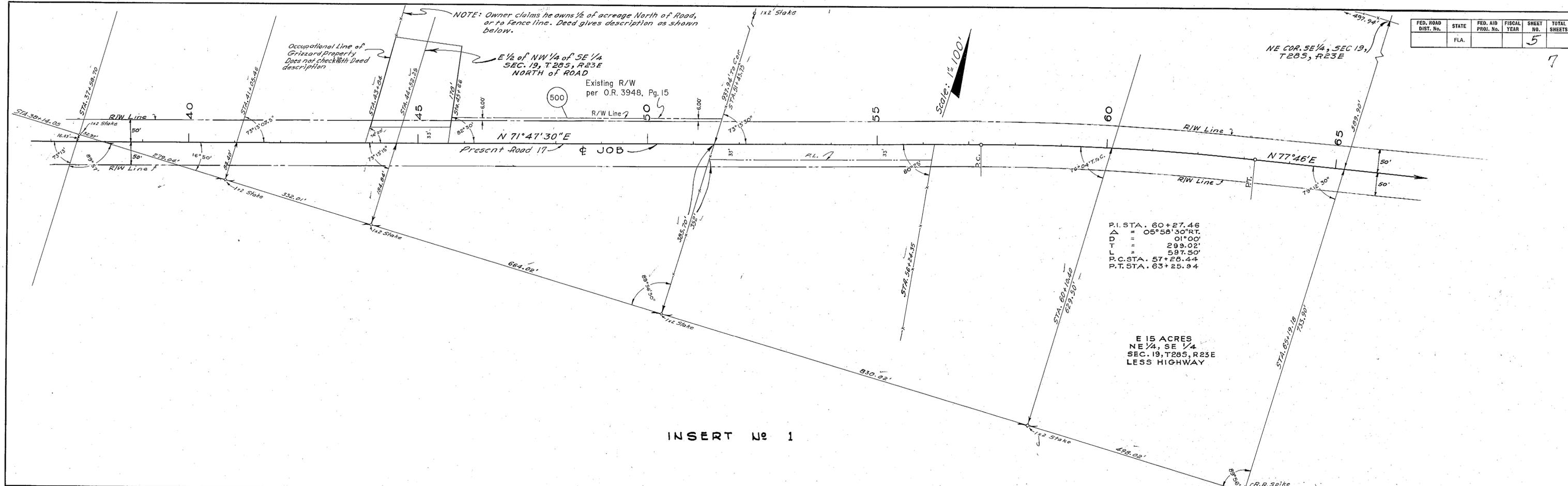
LAKELAND ACRES SUB
See Insert No 3, This Sheet
Plat Book 24, Page 40



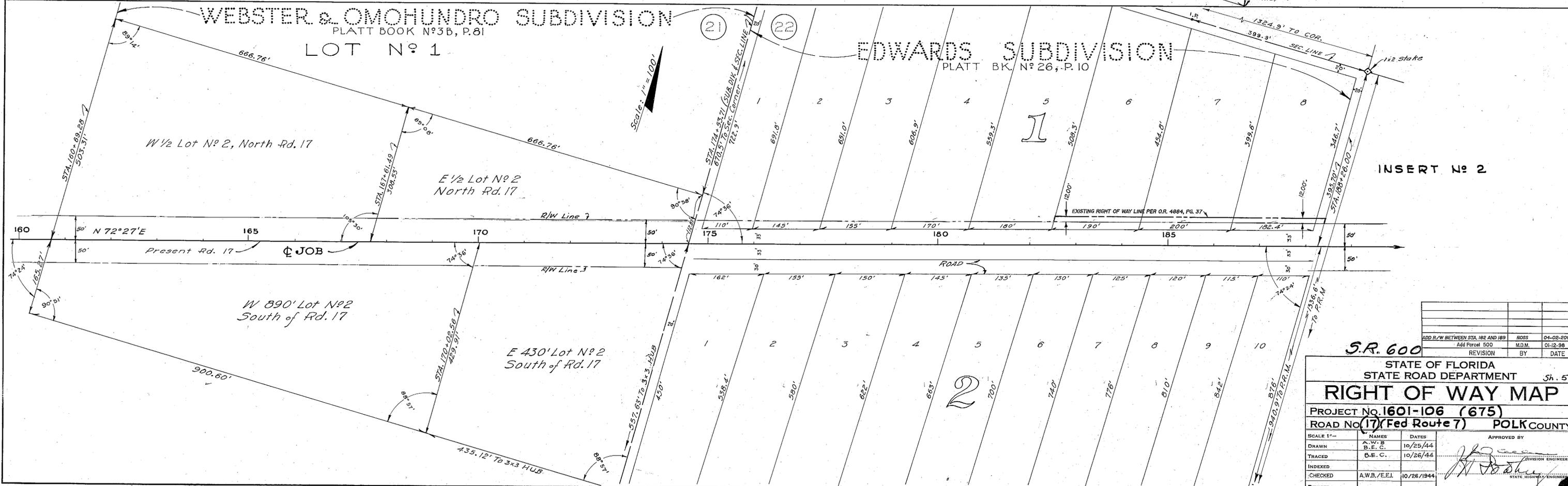
LAKELAND ACRES
Book 24 Page 40
INSERT No 3

S.R. No (17) Fed. Rte. 7 POLK COUNTY
S.R. 600

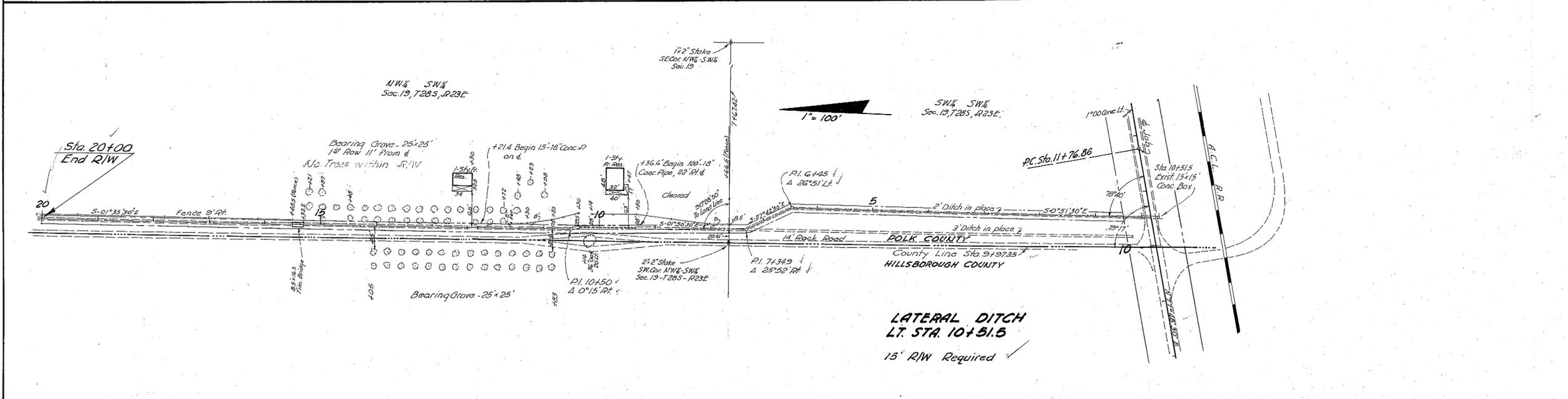
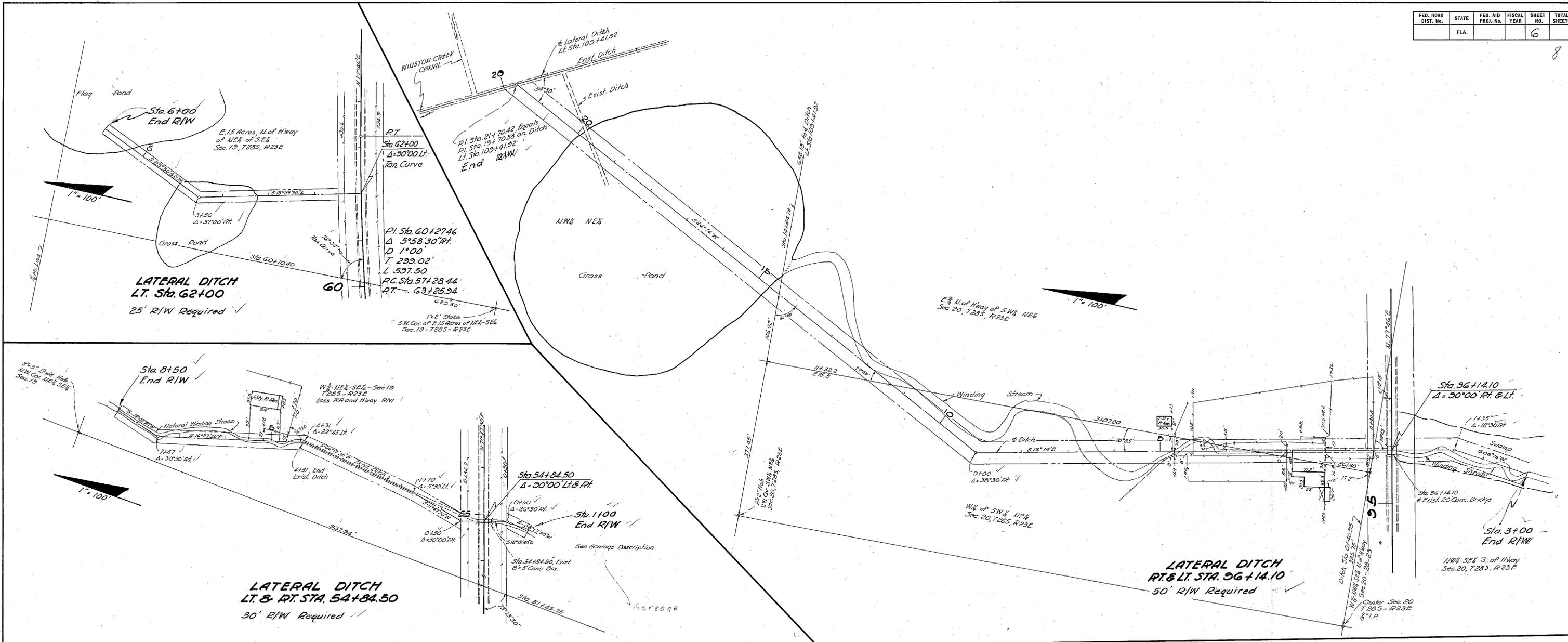
STATE OF FLORIDA STATE ROAD DEPARTMENT			
RIGHT OF WAY MAP		Sh. 2	
JOB No 1601-106		PROJ No 675	
Names	Dates	Approved by	
Designed			
Drawn	REI 10-10-44	[Signature]	
Traced	REI 10-12-44 B.L.K.T. 10-26-44	[Signature]	
Checked	REI 10-27-44 B.L.K.T. 12-15-1944	Drawing	Index No.
ADD POLK COUNTY PARKWAY NOTE	ROSS 11-06-2000		
ADD PARCEL 500	M.D.M. 01-12-1998		
ADD O.R. 3690 PG. 316-324	J. ROSS 06-26-1996		
ADD O.R. 2932 PG. 1325	M.L.D. 01-24-1990		
REVISION	BY	DATE	INDEXED



INSERT No 1



INSERT No 2



LATERAL DITCHES

S.R. 600 POLK CO.

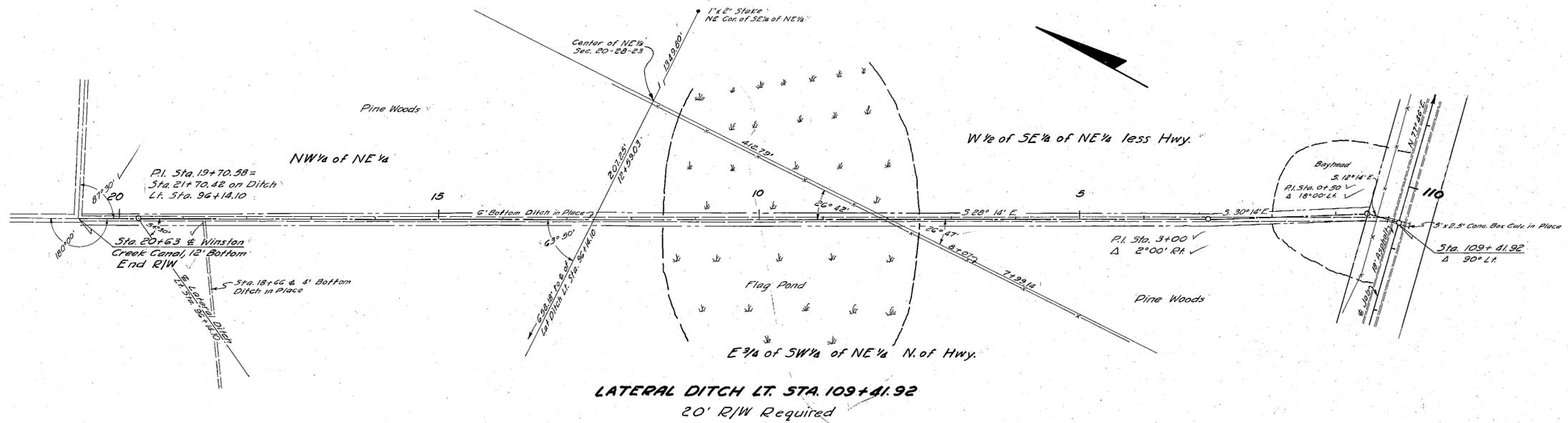
STATE OF FLORIDA
STATE ROAD DEPARTMENT

RIGHT OF WAY MAP

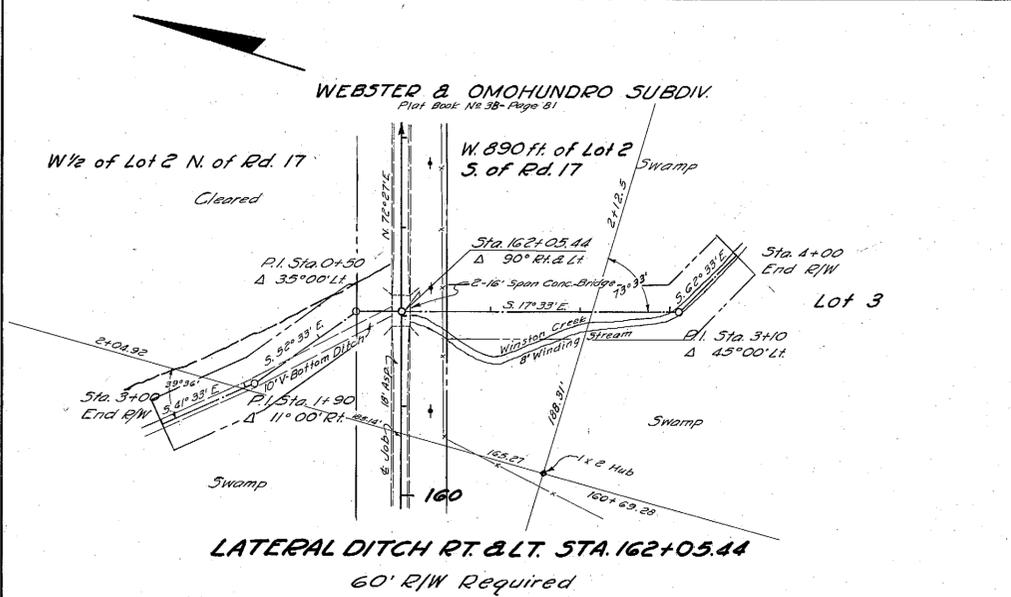
PROJECT No. 675 JOB No. 1601-106

ROAD No. (17) Fed. Rte. No. 7 COUNTY

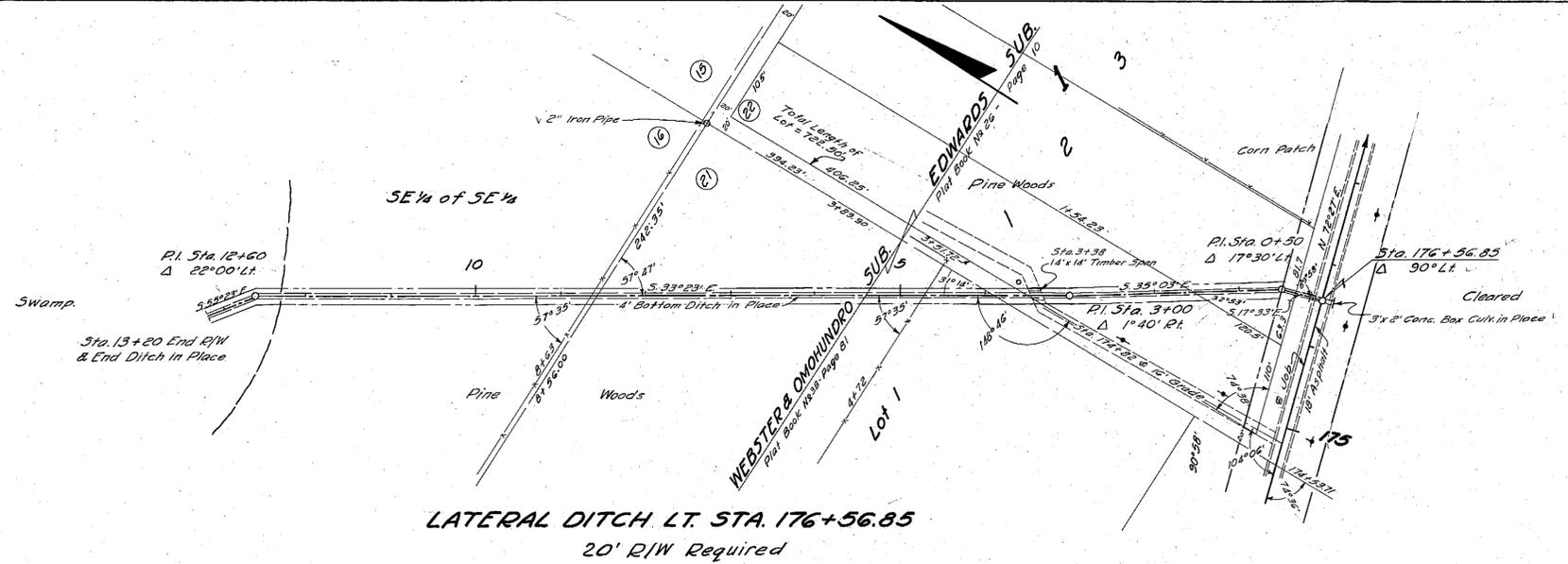
SCALE 1"=	NAMES	DATES	APPROVED BY
DRAWN	L.K.T.	10-24-48	 DIVISION ENGINEER STATE HIGHWAY ENGINEER
TRACED	L.K.T.	10-31-48	
INDEXED			
REVISED			
REVISED			



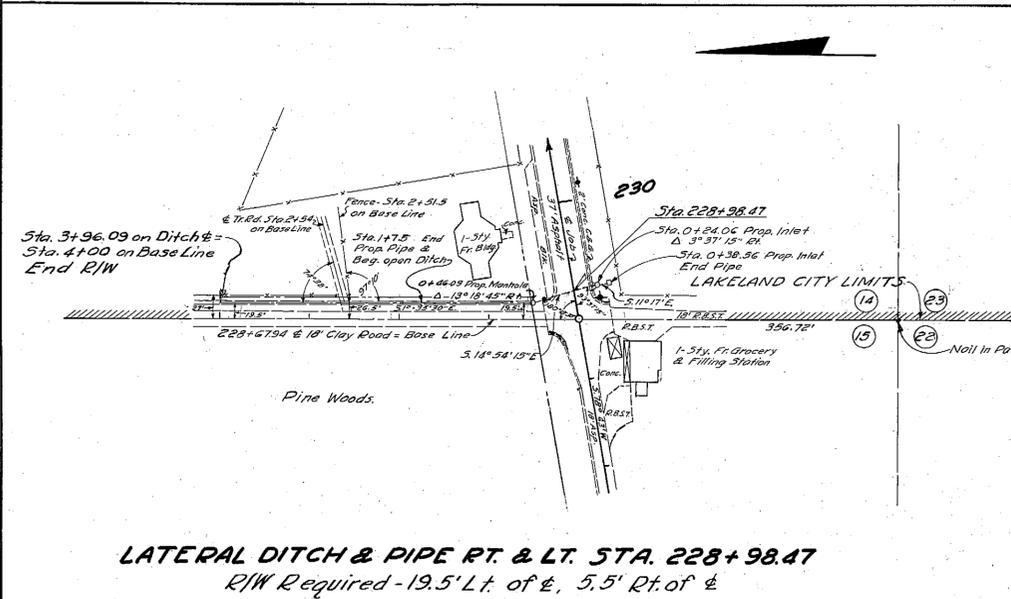
LATERAL DITCH LT. STA. 109+41.92
20' R/W Required



LATERAL DITCH RT. & LT. STA. 162+05.44
60' R/W Required



LATERAL DITCH LT. STA. 176+56.85
20' R/W Required



LATERAL DITCH & PIPE RT. & LT. STA. 228+98.47
R/W Required - 19.5' Lt. of E, 5.5' Rt. of E

LATERAL DITCHES

STATE OF FLORIDA
STATE ROAD DEPARTMENT

Sh. 7

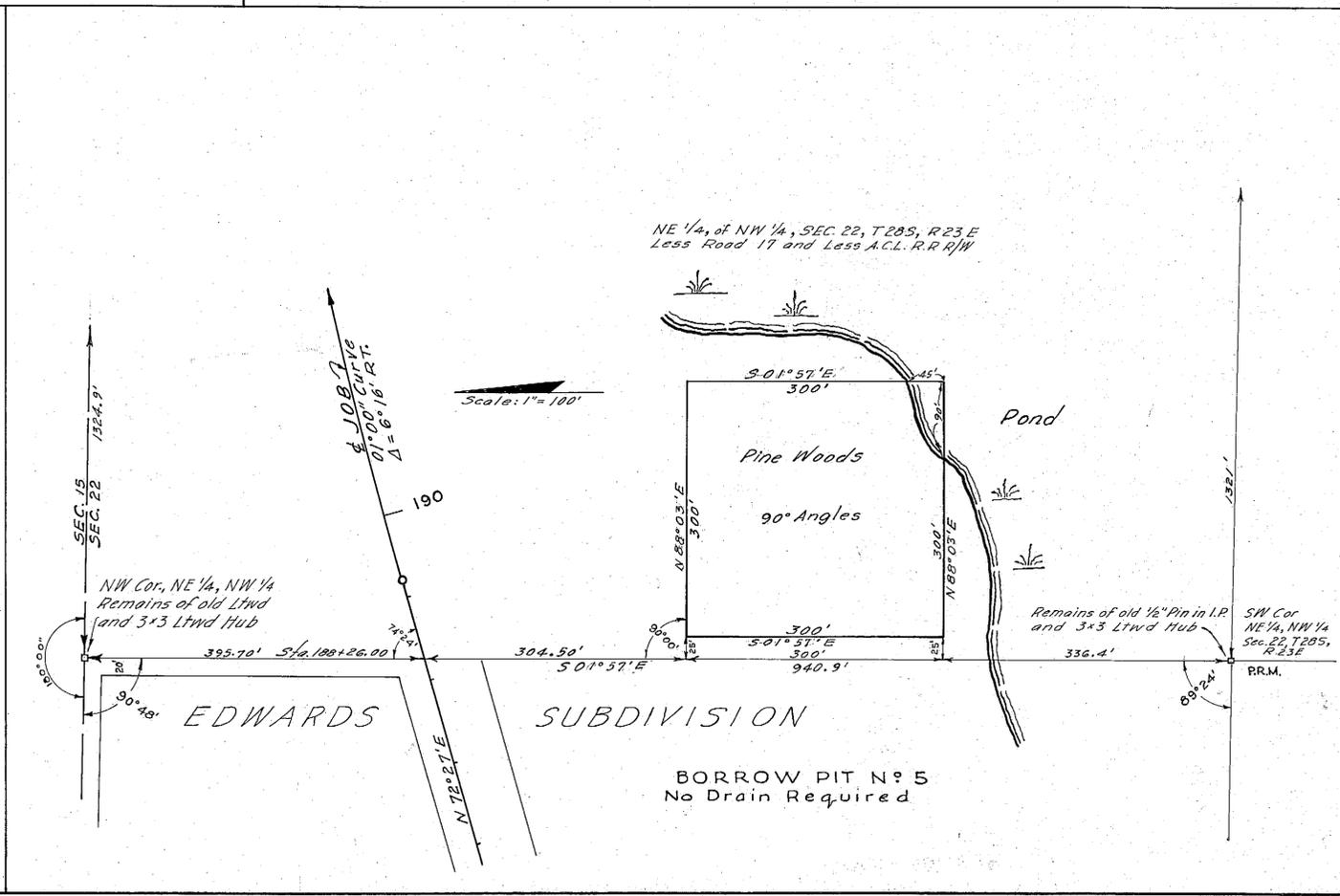
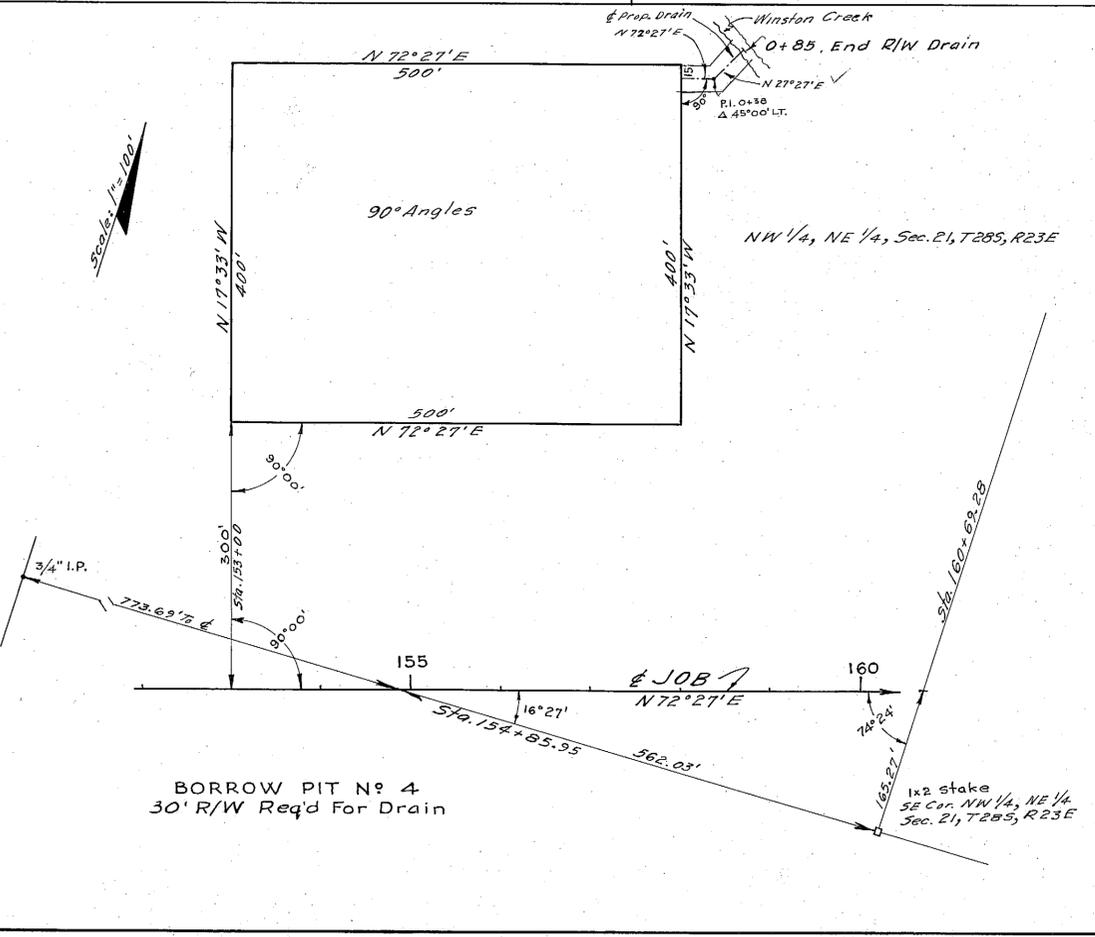
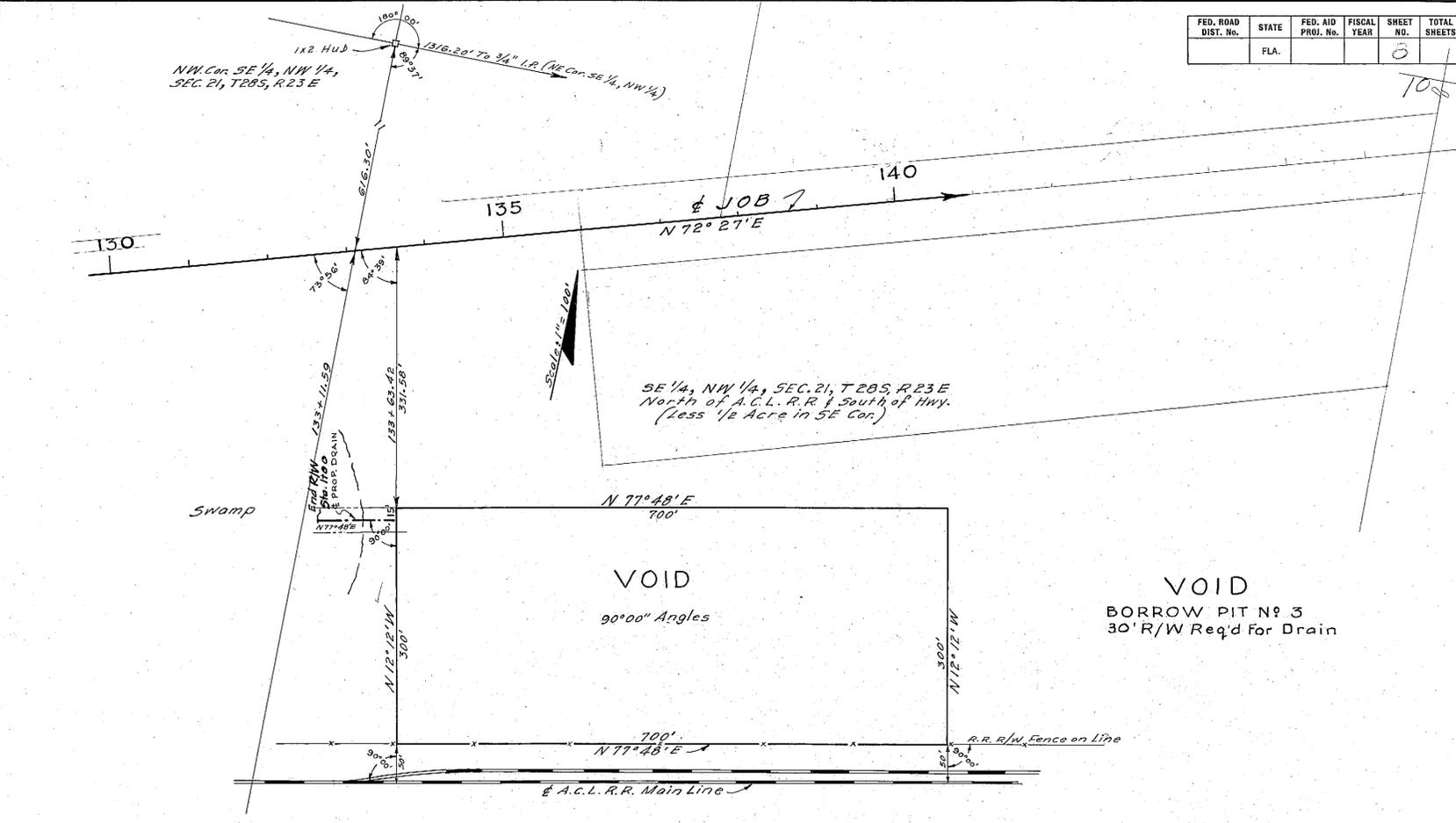
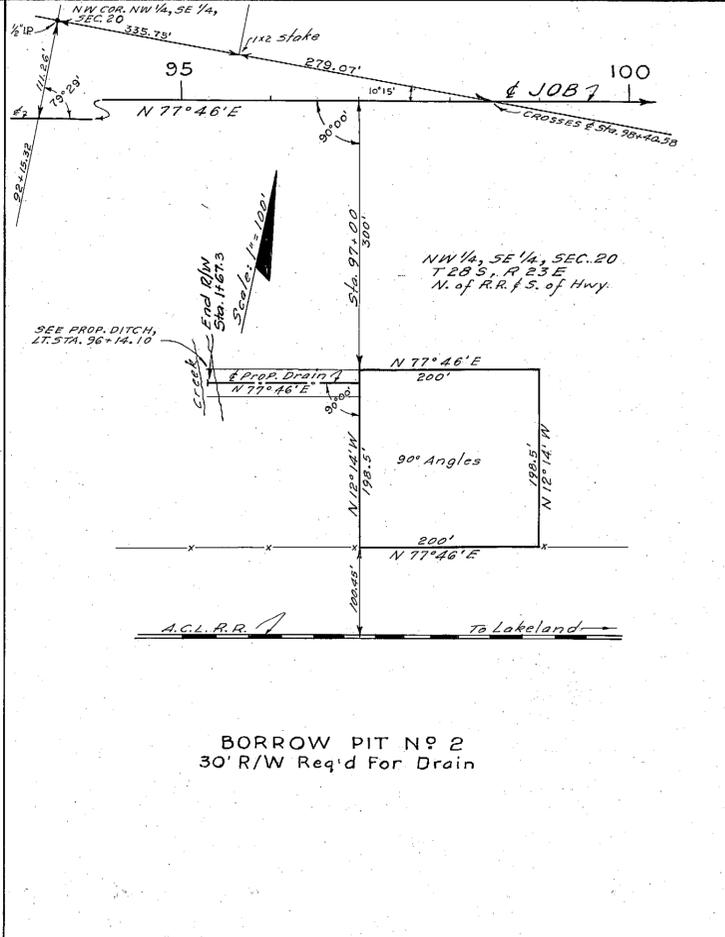
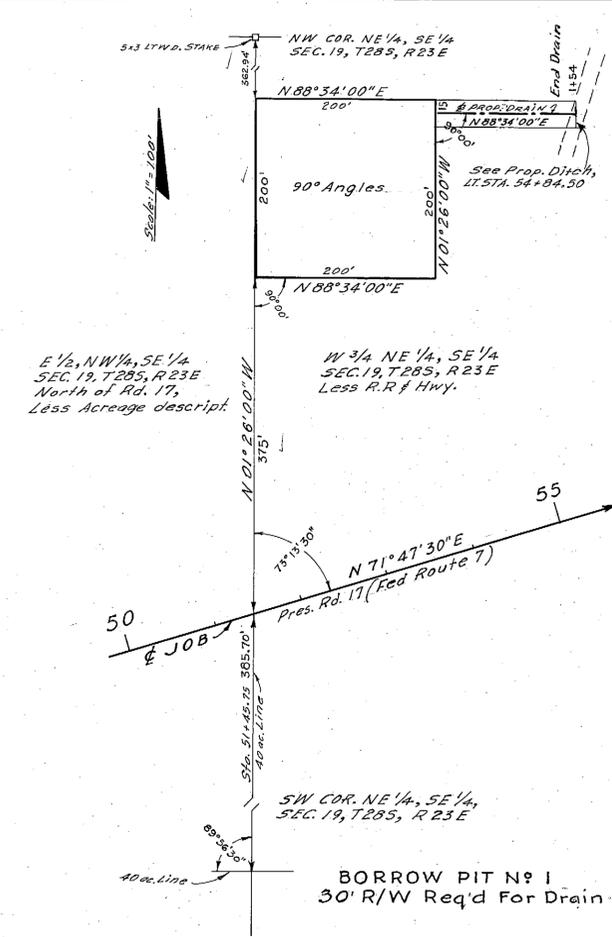
RIGHT OF WAY MAP

PROJECT NO. 675 JOB No. 1601-106
ROAD No. (17) FED. ROUTE No. 7 POLK COUNTY

SCALE 1" = 100'	NAMES	DATES	APPROVED BY
DRAWN	JCV	10-25-44	 STATE HIGHWAY ENGINEER
TRACED	JCV	10-25-44	
INDEXED			
REVISED			

Checked BEC 11-1-44

FED. ROAD DIST. No.	STATE	FED. AID PROJ. No.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
	FLA.			8	



BORROW PITS

STATE OF FLORIDA
STATE ROAD DEPARTMENT

Sh. 8

RIGHT OF WAY MAP

PROJECT NO. 1601-106
ROAD NO. 17 (FED. RT. 7) COOPLK COUNTY

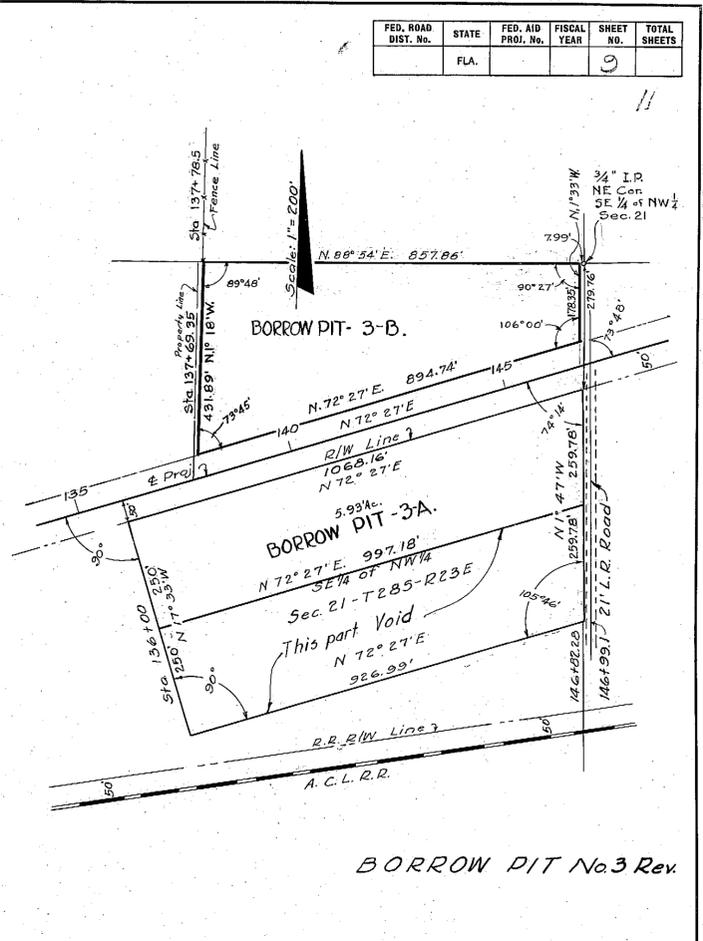
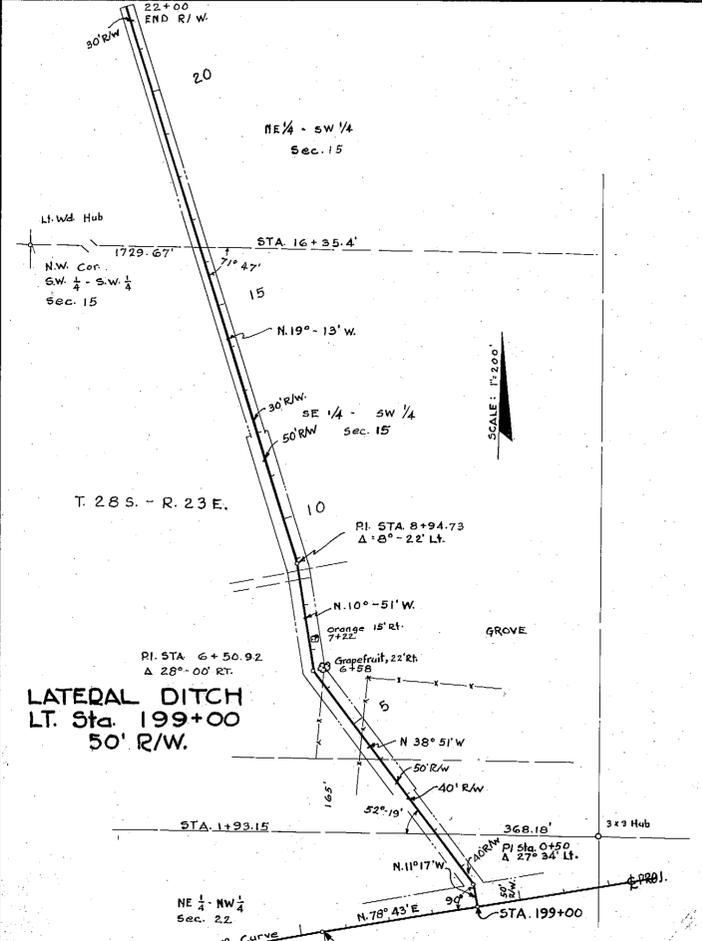
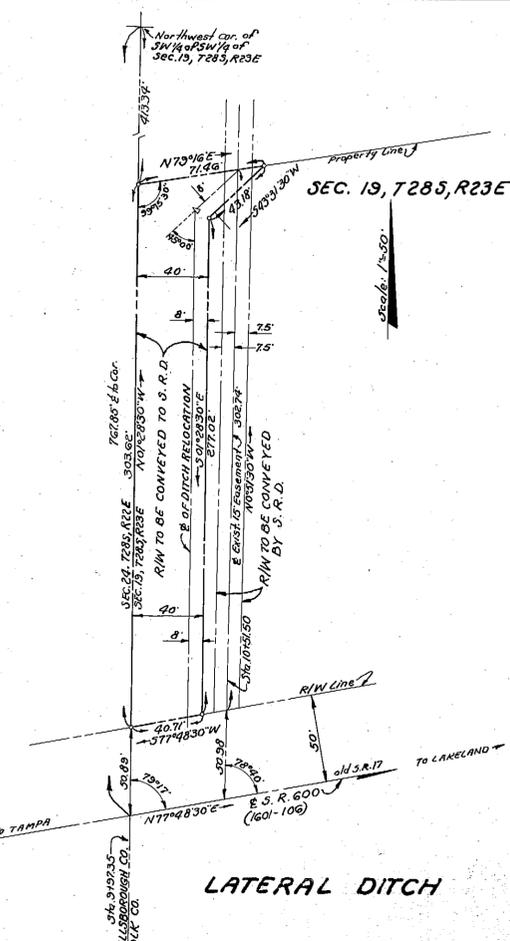
SCALE 1" =	NAMES	DATES	APPROVED BY
DRAWN	E. E. I.	10-31-44	 <small>STATE HIGHWAY ENGINEER</small>
TRACED	B. E. C.	10-31-44	
INDEXED			
REVISED			
REVISED			

CHECKED L. R. I. 11-1-44

TABULATION OF DEEDS IN FILE

SRD NO.	GRANTOR	INSTRUMENT	DATE OF EXEC.	RECORDED BOOK	PAGE	CLERKS NO.	REMARKS
1	R. W. Bush, Inc.	Deed	10-15-36	348	225	344238	R/W
2	J. D. Raulerson et ux	Q. C. Deed	6-13-45	738	283	480811	R/W
3	V. E. Holbrook et ux	"	9-7-45	744	177	484952	"
4	VOID-Mortgage Paid						
5	James R. Holbrook et ux	Q. C. Deed	4-14-45	733	13	477341	R/W
6	Mary Sanderson Grizzard, et vir	Q. C. Deed	2-7-45	726	429	473353	R/W
7	J. I. Tindel, et ux	Q. C. Deed	4-11-45	732	391	477153	"
8	William Horace Clark et ux	Q. C. Deed	4-2-45	731	423	476622	"
9	John Kolak et ux	Q. C. Deed	5-25-45	736	255	479468	"
10	C. C. Clark, widower	Q. C. Deed	4-4-45	731	421	476621	R/W
11	H. C. Patrick, single	Q. C. Deed	11-7-45	750	359	490095	R/W
12	Paul Schmidt et ux	Q. C. Deed	5-25-45	736	257	479469	R/W
13	VOID-Satisfied of Record						
14	John A. Kent, et ux	Q. C. Deed	4-16-45	734	297	478219	R/W
15	Joe Parada, et ux	Q. C. Deed	5-21-45	737	485	480392	R/W
16	R. C. Taylor, et ux	Q. C. Deed	4-4-45	731	419	476620	R/W
17	VOID-Mortgage Satisfied						
18	E. G. McAllister, et ux	Q. C. Deed	5-14-45	735	247	478845	R/W
19							
20	H. H. Nelson, et ux	Q. C. Deed	4-25-45	733	539	477835	R/W
21	Guy Fasso, et al	Q. C. Deed	7-5-45	739	167	481351	R/W
22	Carlos T. Gay, et ux, et al	Q. C. Deed	4-16-45	732	505	477261	R/W
23	David J. Hayward	Sub. Lien	2-7-45	696	343	473352	R/W
24	Jack Morrow, et ux	Q. C. Deed	4-11-45	732	257	477083	R/W
25	David J. Hayward, et ux	Q. C. Deed	2-7-45	726	131	473354	R/W
26	VOID-Covered by SRD 27						
27	Carlos T. Gay, et ux	Q. C. Deed	4-16-45	732	503	477260	R/W
28							
29	Townsend Sash, Door & Lumber Co.	Q. C. Deed	5-4-45	739	349	481544	R/W
30							
31	C. A. Hardwick et ux et al	Q. C. Deed	6-29-45	739	343	481540	R/W
32	Mabel Crea Bates, et vir	Q. C. Deed	5-2-45	734	301	478224	R/W
33	Ella Fay Futch Clark, et vir, et al	Q. C. Deed	4-4-45	731	425	476623	R/W
34	H. C. Royster	Sub. Lien	5-17-45	700	197	479169	R/W
35	Stanley A. Green, et ux, et al	Q. C. Deed	4-28-45	734	299	478220	R/W
36	1st Federal Savings & Loan Assn.	Sub. Lien	5-4-45	699	565	478635	"
37	Mary E. Montgomery, sole devisee	Q. C. Deed	5-31-45	736	493	479736	"
38	W. H. Scott, et ux	Q. C. Deed	4-11-45	732	255	477037	R/W
39	1st Federal Savings & Loan Assn.	Sub. Lien	4-28-45	699	383	478222	"
40	Roy Clements, et ux	Q. C. Deed	2-10-45	727	163	473965	R/W
41	VOID-Satisfied of Record						
42	Harry T. Bates, et ux	Q. C. Deed	5-14-45	735	265	478844	R/W
43	I. N. Cox, et ux	"	4-13-45	735	67	478658	"
44							
45							
46	Cecil W. Fraser, et ux	Q. C. Deed	11-23-46	784	597	516239	R/W
47							
48	Joseph L. Weiss, et ux	Q. C. Deed	5-22-45	736	483	479729	R/W
49	R. B. Huffaker, et ux	Q. C. Deed	4-13-45	733	127	477442	R/W
50	M. H. Edwards, et ux	Q. C. Deed	5-4-45	736	9	479171	R/W
51	Lora T. Edwards, et vir	Q. C. Deed	5-4-45	736	7	479170	R/W
52							
53							
54	R. R. Williams, et ux	Q. C. Deed	5-14-45	735	263	478843	R/W
55	D. H. McCallan, et ux	Q. C. Deed	1-6-47	735	441	523783	R/W
56	Oak Ridge Holiness Church, Inc.	Q. C. Deed	6-6-45	737	317	480134	R/W
57	W. B. Sumner, et ux, et al	Q. C. Deed	4-12-45	733	170	477483	R/W
58	Neil Woodall, et vir	"	5-25-45	736	259	479470	"
59	R. Goff, single	"	7-6-45	739	345	481541	"
60	VOID-Satisfied of Record						
61	O. T. Moye, et ux	Q. C. Deed	6-12-45	737	495	480400	R/W
62	Frances Mary Schaller, et vir	Q. C. Deed	5-14-45	735	261	478842	R/W
63	T. L. Bryant, Exec.	Q. C. Deed	2-7-45	726	133	473355	R/W
64	William Horace Clark, et ux	Easement	4-4-45	731	427	476624	Ditch
65	John Kolak, et ux	"	5-25-45	736	261	479471	Ditch
66	C. C. Clark, widower	Easement	4-4-45	731	429	476625	Ditch
67	H. H. Nelson, et ux	Easement	4-25-45	733	541	477836	Ditch
68	Guy Fasso, et ux, et al	Easement	4-11-45	732	253	477036	Ditch
69	E. G. McAllister, et ux	"	5-14-45	735	231	478849	"
70							
71							
72							
73	Carlos T. Gay, et ux	Easement	4-16-45	732	501	477259	Ditch
74	David J. Hayward	Sub. Lien	6-18-45	706	103	480698	Ditch
75	W. H. Scott, et ux	Q. C. Deed	2-11-50	777	251	477225	Ditch
76	1st Federal Savings & Loan Assn.	Sub. Lien	4-28-45	699	381	478221	"
77	Sam Fasso, et ux	Q. C. Deed	4-11-45	732	249	477034	R/W
78	R. P. Williams, et ux	"	5-14-45	735	259	478841	"
79	E. G. McAllister, et ux	Easement	5-14-45	735	279	478848	Ditch
80	H. C. Royster	Sub. Lien	5-17-45	700	195	479168	"
81	C. A. Hardwick et ux et al	Easement	7-5-45	740	509	482430	"
82	I. N. Cox, et ux	Easement	4-11-45	735	105	478659	Ditch
83	Harry T. Bates, et ux	"	5-14-45	735	257	478840	"
84	M. G. Waring, et ux	"	9-1-45	744	111	484878	"
85	Herbert Futch, et ux	"	9-10-45	745	19	485405	"
86							
87	C. C. Clark, widower	Easement	4-4-45	731	431	476626	B.P.
88							
89	C. A. Hardwick et ux et al	Easement	6-29-45	739	565	481818	B.P.
90	Roy Clements et ux	Q. C. Deed	4-4-45	731	417	476619	R/W
91	Ella Fay Futch Clark, et vir, et al	Easement	4-3-45	741	551	483288	B.P.
92							
93	VOID-Covered by SRD 54 & 78						
94	Neil Woodall et vir	Q. C. Deed	8-29-45	743	499	484620	R/W
95	VOID-Ditch Relocated						
96	" " "						
97	" " "						
98	" " "						
99	" " "						

SRD NO.	GRANTOR	INSTRUMENT	DATE OF EXEC.	RECORDED BOOK	PAGE	CLERKS NO.	REMARKS
100	VOID-Ditch Relocated						
101	"						
102	"						
103	Samuel H. Getzen	Mortgage	6-1-51	895	449	421331	R/W
104	Samuel H. Getzen et ux	of. D. E. Deed	6-1-51	905	514	421380	R/W
105	Ivan C. Hillman et ux	of. D. E. Deed	6-1-51	905	571	421379	R/W



STATE OF FLORIDA STATE ROAD DEPARTMENT			
RIGHT OF WAY MAP			
PROJECT NO. 1601-106(675)			
ROAD NO. (17) 600 POLK		COUNTY	
SCALE 1"=	NAMES	DATES	APPROVED BY
DRAWN			
TRACED			
INDEXED			
REVISED			
REVISED			

THIS EASEMENT AGREEMENT, Made and entered into this 27th day of December, 1984, by and between the SEABOARD SYSTEM RAILROAD, INC., a Virginia corporation, hereinafter referred to as Grantor, and POLK COUNTY, of the State of Florida, hereinafter referred to as the Grantee:

WITNESSETH: That Grantor, for and in consideration of One Dollar to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, and of the covenants and agreements to be kept and performed by Grantee as hereinafter expressed, hereby grants to Grantee an easement or right of way, within the limits hereinafter set out, for relocating, widening, improving and maintaining a highway or street crossing (including the usual appurtenances, such as approaches, paved roadway, curbs, gutters, sidewalks, shoulders, slopes, fills, cuts and drainage facilities) at grade across the right of way and track or tracks of Grantor at Old Tampa Road (a/k/a County Line Road) Crossing No. 624304R, near Winston, Florida, said crossing varying in width from 60 feet to 155 feet, more or less, and extending across Grantor's right of way in a north-south direction, the center line of said crossing intersecting the center line of Grantor's main track at a point 377 feet westwardly measured along the center line of said main track from Milepost A-857; said crossing being as particularly shown outlined in red on print of Drawing No. 4034-102, dated November 20, 1984, attached hereto and made a part hereof.

And Grantee hereby covenants and agrees in consideration of said easement:

1(a). Said crossing shall be relocated, widened and improved at the cost and expense of Grantee, but in a manner and of materials in all respects satisfactory to the Division Engineer of Grantor, and all incidental expenses necessarily incurred in connection therewith shall be borne by Grantee. After said crossing has been relocated, widened and improved, Grantee shall maintain said crossing at its expense and in a manner in all respects satisfactory to said Division Engineer, except, however, Grantor shall maintain, but at Grantee's expense, the portion of said crossing between the rails of said track(s) and for two feet on the outside of each rail thereof.

(b). Simultaneously with the execution of this agreement by the Grantee, the Grantee hereby agrees to deposit with Grantor the sum of \$67,184.00 being the estimated amount of the cost of the work to be performed by Grantor and the materials to be furnished by Grantor in connection with the improvement of said crossing; said estimated amount of \$67,184.00, being divided as follows: (i) \$18,984.00 for improving (i.e., removing the existing crossing and constructing a new Type "L" crossing) the portion of said crossing between the rails of said track(s) and for two feet on the outside of each rail thereof, per the attached estimate dated November 20, 1984, and (ii) \$48,200.00 for modifying and relocating automatic flashing light signals with gates and bells, including one cantilever assembly, per the attached estimate dated May 14, 1984. In the event said deposit is less than the actual cost borne by Grantor, the Grantee shall also, upon receipt of bill rendered by Grantor, promptly pay such additional cost to Grantor. Should said deposit be in excess of the actual cost borne by Grantor, the

580 6526

Grantor shall promptly refund the difference to the Grantee. Upon completion of the improvement to said crossing, Grantor shall furnish to Grantee a detailed statement showing the cost of the work, including materials used for improving said crossing, including signals.

(c). After said signals have been placed in service, Grantor will operate and maintain said signals, and the maintenance expense incident thereto shall be borne by Grantee. The Grantee will pay to the Grantor, upon presentation of bill at the end of each year as long as said signals remain in service, the current rate of \$980.00 for maintaining said signal installation. Rates for signal maintenance will be reviewed periodically, if rate should change, the amount billed will be revised accordingly. In addition to said sum for signal maintenance to be paid by the Grantee to the Grantor, the Grantee will be obligated, within sixty days after receipt of itemized bill from the Grantor, to (i) reimburse the Grantor for the cost of upgrading said signals to prevent obsolescence and (ii) reimburse the Grantor for the cost of repairing, or replacing, said signals as a result of damages thereto, howsoever resulting.

2. At such time that the Grantor performs maintenance or repairs to trackage at said crossing, the Grantee will, during such time and at the directions of the Grantor, either close said crossing to traffic or provide flagging protection (and temporary detour grade crossing, if deemed necessary) at Grantee's expense.

3. The cost of all work performed by Grantor (including flagging and engineering services, if any) and all materials furnished by Grantor within the scope of this agreement to which Grantee is obligated to reimburse Grantor for the cost thereof shall have surcharges added thereto in accordance with Federal-Aid Highway Program Manual Transmittal 129, dated April 26, 1975, in effect at the time the work is accomplished. All other accounting and reimbursement shall be in accordance with Grantor's usual practice in effect for similar work at the time the project is in progress.

4. The Grantee, for and in consideration of the privileges and benefits granted by the Grantor, and benefits flowing therefrom unto Grantee, agrees to save harmless Grantor, its successors and assigns, from any and all claims, including attorneys' fees, arising out of any suit, on account of personal injuries or damage to property of whatsoever nature arising during the construction or reconstruction of said crossing; and Grantee agrees to indemnify and save harmless Grantor, its successors and assigns, from any and all damages, including attorneys' fees, that might occur to Grantor on account of improper or faulty drainage at said crossing due to the construction or reconstruction thereof.

5(a). The Grantor reserves the right at any time, if it so desires, to construct an additional track or tracks across said crossing; in such event, Grantor shall have the right and is hereby granted the privilege to remove any paving from said crossing to the extent necessary for the construction of said track or tracks and, upon completion of the trackage construction, Grantor will, but at Grantee's entire cost and expense, (i) restore said crossing and (ii) install flange boards between the rails of said track or tracks and for two feet on the outside of each rail thereof; thereafter, Grantor will, but at Grantee's expense, maintain the portion of said crossing

between the rails of said track or tracks and for two feet on the outside of each rail thereof. In the event relocation of signals is required due to construction of said track or tracks, the cost thereof shall also be borne by Grantee.

(b). The Grantor also reserves the right at any time, if it so desires, to remove (abandon) any trackage located within the limits of said crossing; in such event Grantor shall have the right and is hereby granted the privilege to remove any paving from said crossing to the extent necessary for the removal of said trackage and, upon completion of said trackage removal, Grantee will restore said crossing at Grantee's entire cost and expense.

6. Grantee understands that this agreement does not allow Grantee to install or permit the installation of any other utility within the limits of the crossing described herein.

7. In consideration for the easement hereby granted, it is expressly agreed that the Grantor shall not at any time or in any manner be assessed with the cost or any part of the cost of the construction and maintenance of any improvement constructed now or at any time in the future on or adjacent to said crossing.

It is understood and agreed that this agreement shall not be binding until it has been authorized or ratified by a proper ordinance or resolution of the Board of County Commissioners of Polk County, Florida, a certified copy of which ordinance or resolution is attached hereto and made part of this agreement.

IN WITNESS WHEREOF the parties hereto have executed these presents in duplicate the day and year first above written.

Witnesses for Grantor:

V. W. Wolfe

B. L. Parker

SEABOARD SYSTEM RAILROAD, INC.:

By [Signature] (L.S.)
Chief Engineering Officer

Witnesses for Grantee:

Margie Whitehurst

Lenny Johnson

FOLK COUNTY, FLORIDA:

By [Signature] (L.S.)
Chairman 1-29-85
Board of County Commissioners
E. D. "Bud" Dixon, Clerk
Attest [Signature] (SEAL)
Deputy Clerk

3806526

Extracts from minutes of meeting of the Board of County Commissioners of
Polk County, Florida, held on the 29th day of January, 1985.

RESOLUTION

Be it resolved by the Board of County Commissioners in regular meeting assembled that the Chairman of said Board be, and he hereby is, authorized to enter into an agreement with the SEABOARD SYSTEM RAILROAD, INC., and to sign same on behalf of said County whereby said Railroad grants to said County an easement or right of way for relocating, widening, improving and maintaining Old Tampa Road (a/k/a County Line Road), Crossing No. 624304R, across said Railroad's right of way and trackage near Winston, Florida, as particularly set forth in said agreement, which agreement is dated December 27, 1984, a copy of which agreement is filed with the Board of County Commissioners.

I certify the above to be a true and correct copy.

E. D. "Bud" Dixon, Clerk

By: Lynette A. Frame
Deputy Clerk

= '0 6526

SEABOARD SYSTEM RAILROAD

To: Board of County Commissioners

Project Ref.:

County: Polk

Location: Winston, Fla.

SBD Mile Post: A 857.06

Drawing No.

Route: County Line Road (Old Tampa Road)

Crossing Inv. No. 624304 R

Description: Modify Automatic Highway Crossing Flashing Light Signals, Gates and Bells by Including One Cantilever Assembly.

Estimate of Signal Material and Cost

1 - Lot Control Equipment, including cases, control apparatus, rectifiers, lightning protective devices, etc.	\$ 9,203.
1 - Lot Field Materials, including foundations, pipe, cables, battery, battery boxes, etc.	5,440.
1 - Signal Assembly, complete with 30 Ft. cantilever arm and 8 lamp units	8,198.
1 - Gate Arm, 35 Ft., and fittings	890.
1 - Gate Arm, 23 Ft. and fittings	675.
6 - Lamp Units, 12 In., and fittings	<u>1,094.</u>
Material Cost	\$25,500.

Estimate of Released Signal Material and Credit

1 - Lot Control Equipment, including cases, control apparatus, rectifiers, lightning protective devices etc.	\$ 160.
1 - Lot Field Materials, including foundations, etc.	140.
2 - Gate Arm, 22 Ft. and fittings	(SCRAP)
8 - Lamp Units, 8-3/8 In., and fittings	<u>(SCRAP)</u>
Material Credit	\$ 200.

Office of Chief Communications and Signals Officer
Jacksonville, Fla. Date: 5-14-84 - cvs

SEABOARD SYSTEM RAILROAD

To: Board of County Commissioners
Project Ref.

County: Polk

Location: Winston, Fla.

SBD Mile Post: A 857.06 Rd.)

Route: County Line Road (Old Tampa Crossing Inv. No. 624304 R

Description: Modify Automatic Highway Crossing Flashing Light Signals, Gates and Bells
by Including One Cantilever Assembly.

	<u>Estimated Cost</u>	
Material Cost	\$25,500	
Sales Tax	1,275.	
Handling	1,275.	
Transportation to Project	550.	
Total Material Cost	\$28,600.	
Credit for Released Material	200.	
Net Material Cost		\$28,400.
Engineering	1,700.	
Plus Composite Additive	990.	
Total Engineering		2,690.
Construction Labor	7,750.	
Plus Composite Additive	3,706.	
Total Construction Labor		11,456.
Supplemental Annuity on Labor		84.
Travel Allowance and Lodging		1,750.
Transportation of Equipment to Project		120.
Equipment Rental		1,406.
Estimated Material and Labor Cost		\$45,905.
Contingencies		2,295.
TOTAL ESTIMATED COST		\$48,200.
Railroad Portion		00.
Outside Party Estimated Cost		\$48,200.

Office of Chief Communications & Signals Officer
Jacksonville, Fla. Date: 5-14-84 - cvs

56) 65210

RIW: Crossing - Grade
M.P. A 857.06
DOT # 624304R
page 1 of 2

ESTIMATED COST OF WORK TO BE PERFORMED BY
SBD RAILROAD COMPANY IN CONNECTION WITH

Relocate & widen County Line Rd. 54' east to
be located 377' west of M.P. A 857,
near Lakeland (Winston), Fl.

I. Engineering:	\$ <u>120</u>
II. Inspection & Supervision	\$ <u>120</u>
III. Accounting:	\$ <u>104</u>
IV. Crossing Work:	
A. Remove existing crossing, <u>24</u> hrs. @ \$ <u>11.16</u>	\$ <u>268</u>
Replace <u>31</u> crossties @ \$ <u>15.50</u> , <u>47</u> hrs. @ \$ <u>11.16</u>	<u>1006</u>
Replace _____ ft. of _____ lb. rail with _____ lb. rail, _____ hrs. @ \$ _____ (Material \$ _____)	<u> </u>
Install _____ field welds @ \$ _____, _____ hrs. @ \$ _____	<u> </u>
Install _____ lb. offset joints @ \$ _____	<u> </u>
Install <u>55</u> ft. subgrade filter fabric, <u>55</u> hrs. @ <u>11.16</u> (Material \$ <u>187</u>)	<u>801</u>
Install <u>36</u> ft. <u>Type "A" 132#</u> crossing, <u>72</u> hrs. @ \$ <u>11.16</u> (Material \$ <u>9000</u>)	<u>9804</u>
Surface track <u>39</u> c.y. ballast (Material \$ <u>196</u>), <u>28</u> hrs. @ \$ <u>11.16</u>	<u>508</u>
Other: <u>12 ft. Type "L" shoulders - 132#</u>	<u>554</u>
Other: _____	<u> </u>
Freight & Handling:	<u>1024</u>
State Tax:	<u>514</u>
Arbitraries:	<u>3157</u>
IV. B. Equipment Rental:	<u>800</u>
Total for Crossing Work	<u>18,440</u>

R/W: Crossing - Grade
A-857.06

page 2 of 2

V. Communication Work:

See estimate in the amount of \$ _____ attached to and made a part of this estimate.

VI. Signal Work:

See estimate in the amount of \$ _____ attached to and made a part of this estimate.

VII. Barricade Service: _____ days @ \$ _____ per day \$ _____

VIII. Paving Work: 4 tons asphalt \$ 50 in Place \$ 200

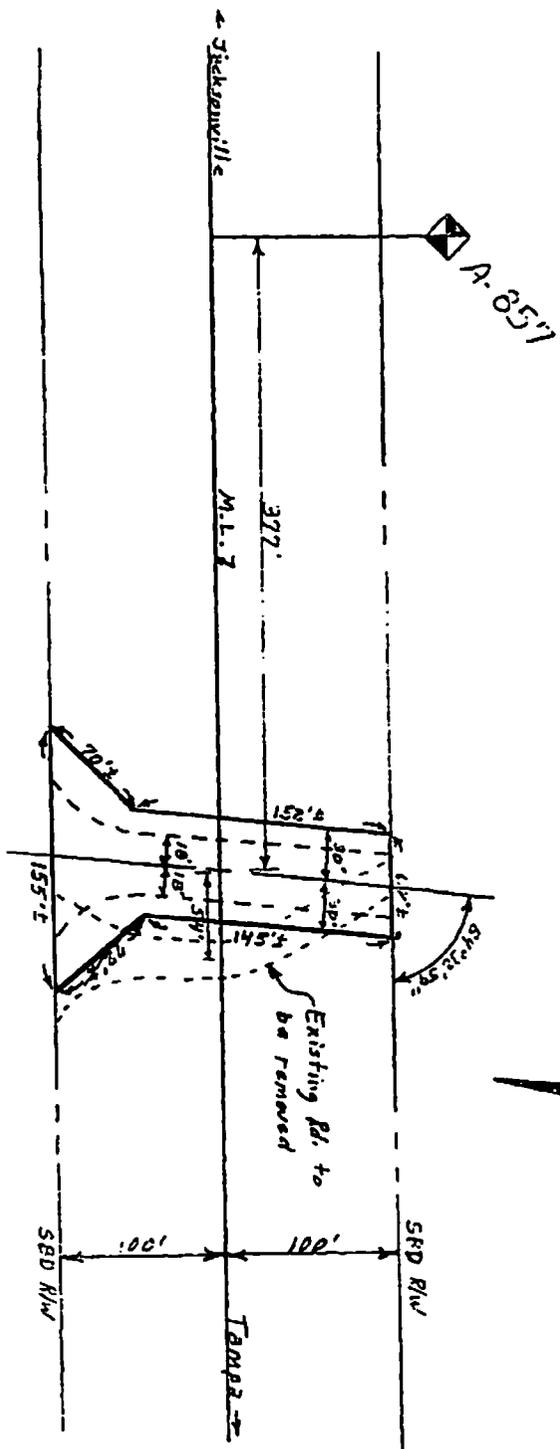
SUMMARY

I. Engineering:	\$ <u>120</u>
II. Inspection & Supervision:	\$ <u>120</u>
III. Accounting:	\$ <u>104</u>
IV. Crossing Work:	\$ <u>18,440</u>
V. Communication Work:	\$ <u>Not Incl.</u>
VI. Signal Work:	\$ <u>Not Incl.</u>
VII. Barricade Service:	\$ <u>-</u>
VIII. Paving Work	\$ <u>200</u>
Total Estimated Cost	\$ <u>18,984</u>

This is an estimate only as to quantities, unit prices and materials required, not a bid, and is made subject to change without notice. Actual charges for materials which may be furnished or labor which may be performed will be reflected by final billing.

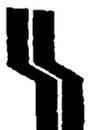
SBD Railroad Company
Office: Tampa Division Engineer
Location: Tampa
Date: Nov. 20, 1989

S&O 6526



Polk County

Hillsborough County



SEABOARD SYSTEM RAILROAD
 OFFICE OF DIVISION ENGINEER
 TAMPA, FLORIDA

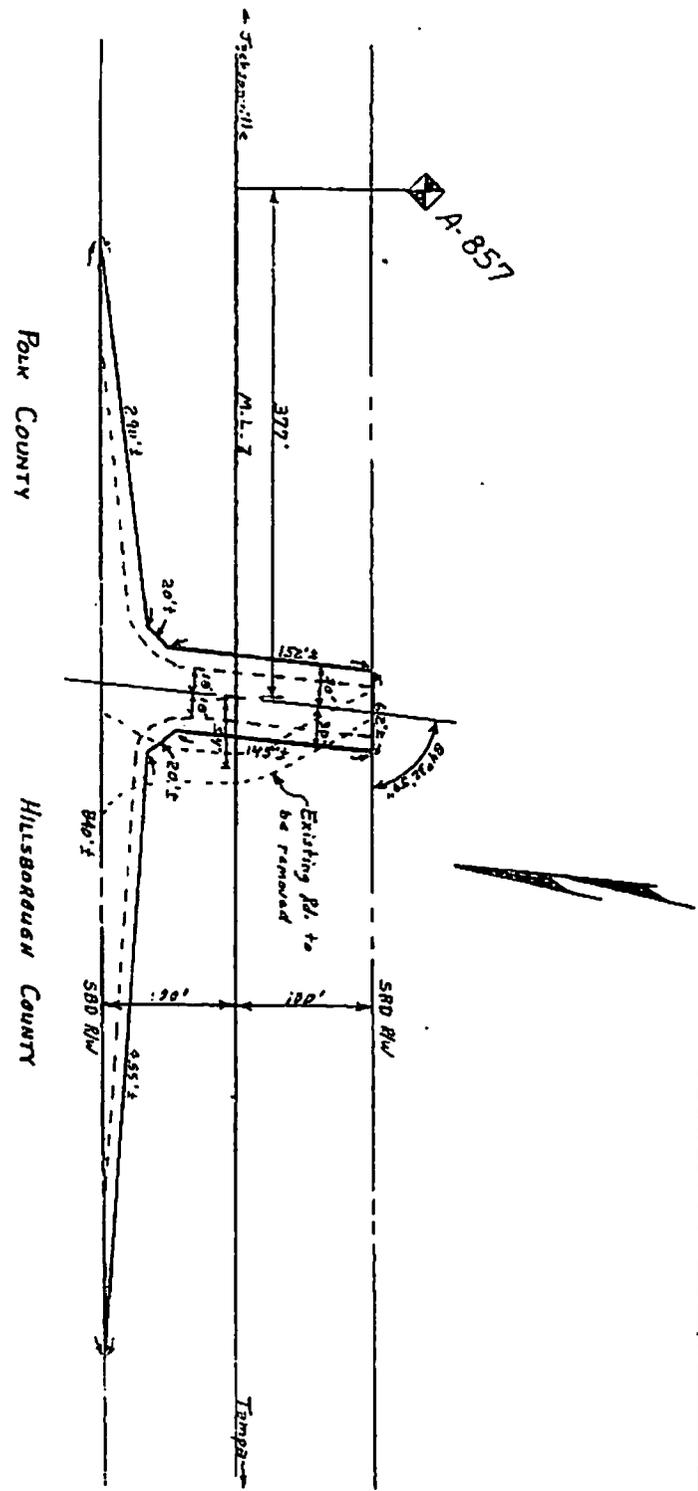
LAKELAND (WINSTON), FL.

REVISIONS

CWH

1/3 Flg
 53

SCALE	DATE	DWG NO
1"=100'	11-20-84	4034-102



Rolk County

Hillsborough County

Tampa

SEABOARD SYSTEM RAILROAD
 OFFICE OF DIVISION ENGINEER
 TAMPA, FLORIDA

LAKELAND (WINSTON), FL.

REVISIONS
11-25-85

SCALE	DATE	DWG NO	CWH
1"=100'	11-20-84	4034-102	

V3 Fla
 53

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRIVEWAY CONNECTION PERMIT
FOR ALL CATEGORIES

PART 1: PERMIT INFORMATION

APPLICATION NUMBER: 00A-190-0064

Permit Category: F Access Classification: 3

PROJECT: Coutny Line Road

PERMITTEE: Polk County Board of County Commissioners

Section/Mile Post: 16010 0.000 State Road: US92 (SR 600)

Section/Mile Post: _____ State Road: _____

Section/Mile Post: _____ State Road: _____

PART 2: PERMITTEE INFORMATION

Permittee Name: Polk County Board of County Commissioners

Permittee Mailing Address: P.O. Box 9005, Drawer TS-01

City, State, Zip: Bartow, FL 33831-9005

Telephone: (863) 534-6417

Engineer/Consultant/or Project Manager: Keith and Schnars, P.A.

Engineer responsible for construction inspection: John E. Howle 27584

Mailing Address: 2525 Drane Field Road, Suite 7

City, State, Zip: Lakeland, FL 33811

Telephone: 863-646-4771 ()

863-646-3378 ()

RECEIVED
PERMITS DEPT.

JUL 25 2000

BARTOW MAINTENANCE
DEPARTMENT OF TRANSPORTATION

(CIRCLE ONE)

PART 3: PERMIT APPROVAL

The above application has been reviewed and is hereby approved subject to all Provisions as attached.

PERMIT NUMBER: 00A-190-0064
Department of Transportation

Construction shall begin by: OCT 22 2003
(Date)

and shall be completed no later than: DEC 22 2003
(Date)

Special provisions attached YES NO
Date of Issuance: _____

BY: Ronald H. Winters

TITLE: ASST. MAINT. ENGR

AUG 12 2003

NOTE: This permit is only valid for one calendar year from date of issuance.

See reverse side for General and Special Provisions

PART 4: GENERAL PROVISIONS

1. Notify the Department of Transportation Maintenance Office at least 48 hours in advance of starting proposed work.
Phone: (863) 519-4300, Attention: TONY HAILEY
2. A copy of the approved permit must be displayed in a prominent location in the immediate vicinity of the connection construction.
3. Comply with 14-96.008(7) on Utility Notification Requirements.
4. Comply with 14-96.008 Construction & Maintenance of Traffic Requirements.
5. All work performed in the Department's right of way shall be done in accordance with the most current Department standards, specifications and the permit provisions.
6. The permittee shall not commence use of the connection prior to a final inspection and acceptance by the Department.
7. Comply with 14-96.003(4)(a) Cost of Construction.
8. If a Significant Change of the permittee's land use, as defined in Section 335.18, Florida Statutes, occurs, the Department may begin the process to modify or revoke the connection permit.
9. Medians may be added and median openings may be changed by the Department as part of a Construction Project or Safety Project. The provision for a median might change the operation of the connection to be for right turns only.
10. All conditions in NOTICE OF INTENT WILL APPLY unless specifically changed by the Department.
11. All approved connection(s) and turning movements are subject to the Department's continuing authority to revoke or modify such connection(s) or turning movements in order to protect safety and traffic operations on the state highway or State Highway System.
12. **Transportation Control Features in the state right of way.** Transportation control features in the Department's right of way, including, but not limited to, traffic signals, medians, median openings, or any other transportation control features or measures in the state right of way are operational and safety characteristics of the State Highway and are not means of access. The Department may install, remove or modify any present or future transportation control feature in the state right of way such as median opening, traffic control device or a feature affecting turning movements through a connection, to make changes to promote safety in the right of way or efficient traffic operations on the highway.
13. The Permittee for him/herself, his/her heirs, his/her assigns and successors in interest, binds and is bound and obligated to save and hold the State of Florida, The Department, its agents and employees harmless from any and all damages, claims, expense, or injuries arising out of any act, neglect or omission by the applicant, his/her heirs, assigns and successors in interest that may occur by reason of this, facility design, construction, maintenance or continuing existence of the connection facility, except that the applicant shall not be liable under this provision for damages arising from the sole negligence of the Department.
14. The Permittee shall be responsible for determining and notify all other users of the right of way.

PART 5: SPECIAL PROVISIONS

NON-CONFORMING CONNECTIONS: YES
 NO

If this is a non-conforming connection permit, as defined in Rule Chapters 14-96 and 14-97, then the following may be a part of this permit.

1. The non-conforming connection(s) described in this permit will carry no more than _____ in average daily traffic, or _____ in peak hour traffic.
2. All non-conforming connections will be subject to closure or relocation when reasonable access becomes available in the future.

OTHER SPECIAL PROVISIONS:

3. The permittee shall be responsible for providing construction engineering and inspection (CEI), and final certification from a professional engineer that all construction within FDOT right-of-way has been constructed according to the Florida Department of Transportation Design Standards and Specifications.
4. The permittee shall secure, upon prior approval from the Department the services of a qualified consultant in accordance to Chapter 471, Florida Statutes, to perform Construction Engineering & accordance with the Departments standards, specifications, permit requirements and all applicable Federal, State, and Local Statutes, Rules and Regulations. In addition, the on-site inspector shall be IMSA Level II certified.
5. A pre-construction meeting shall be held prior to any construction being performed in FDOT right of way. The CEI engineer shall be at that meeting. The approved permit will be handed to the applicant and engineer at the pre-construction meeting.

Traffic Control shall comply with the Federal Manual on Uniform Traffic Control Devices (MUTCD) and FDOT Design Standards 600 Series.

THE ENCLOSED PERMIT AND PLANS MUST BE ON THE CONSTRUCTION SITE DURING ALL WORK.

PART 6: PERMITTEE CERTIFICATION AND SIGNATURE

This permit is hereby signed and all provisions agreed to on date: August 12, 2003

I certify that I have read and understand the information and provisions contained in this permit. I further certify that I possess the authority to undertake the proposed activities.

WITNESSED BY: Hetty C. Harmon
(Signature)

Signed: [Signature]
(Applicant or authorized representative)

PRINT OR TYPE: Hetty C. Harmon

PRINT OR TYPE: John E. Howle, P.E.

2525 Drane Field Rd. Suite 7
(Mailing Address)

TITLE: Director of Transportation Engineering

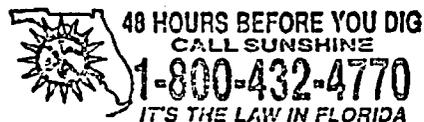
Lakeland Florida 33811
(City) (State) (Zip)

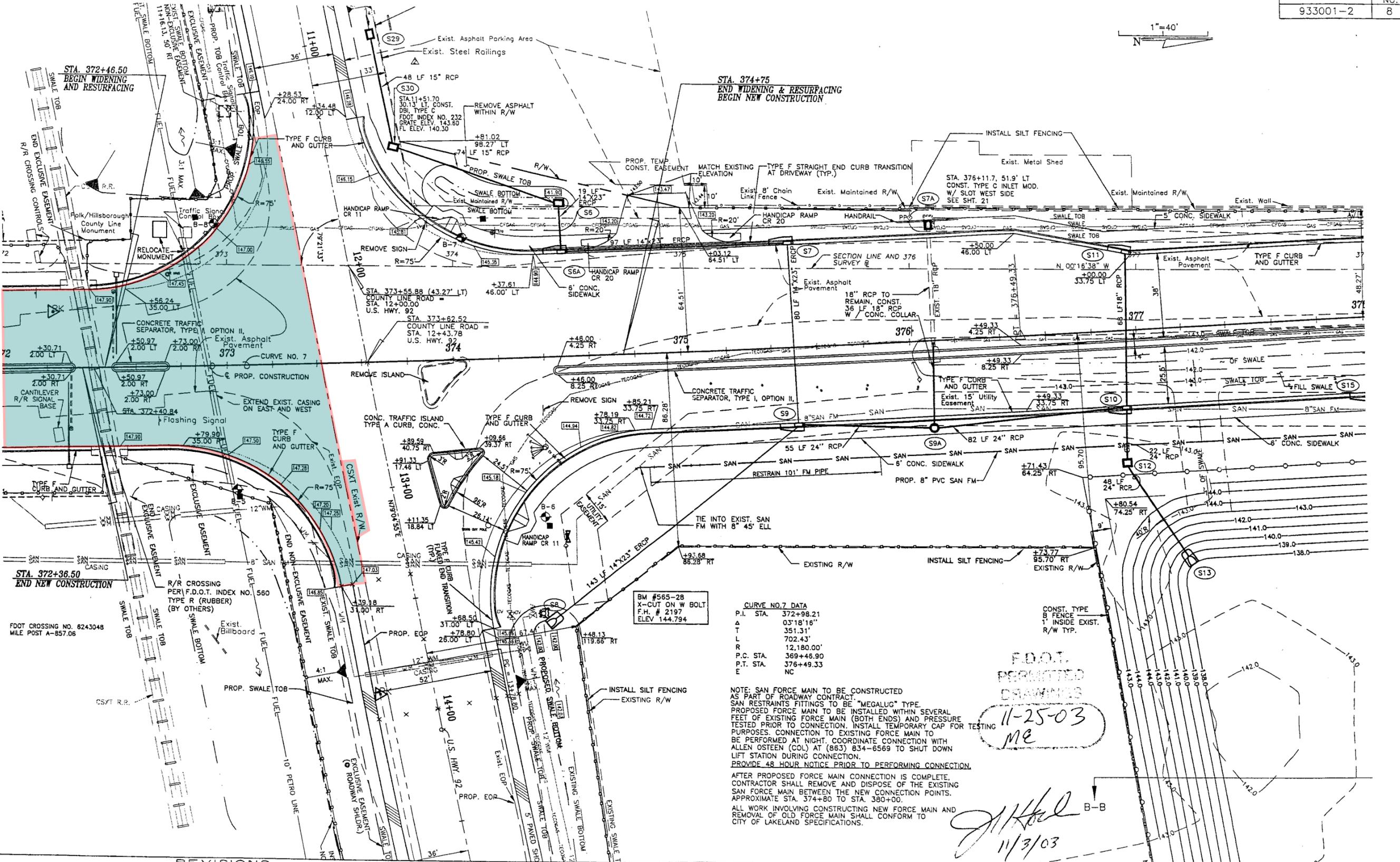
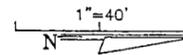
Lakeland Florida 33811
(City) (State) (Zip)

DATE: August 12, 2003

VERIFICATION NO. _____
REQUIRED BEFORE WORKING
IN FDOT RIGHT OF WAY

PHONE (863) 519-4300





BM #565-28
X-CUT ON W BOLT
F.H. # 2197
ELEV 144.794

CURVE NO. 7 DATA
P.I. STA. 372+98.21
Δ 03°18'16"
T 351.31'
L 702.43'
R 12,180.00'
P.C. STA. 369+46.90
P.T. STA. 376+49.33
E NC

FOOT PERMITTED DRAWINGS
11-25-03
ME

NOTE: SAN FORCE MAIN TO BE CONSTRUCTED AS PART OF ROADWAY CONTRACT. SAN RESTRAINTS FITTINGS TO BE "MEGALUG" TYPE. PROPOSED FORCE MAIN TO BE INSTALLED WITHIN SEVERAL FEET OF EXISTING FORCE MAIN (BOTH ENDS) AND PRESSURE TESTED PRIOR TO CONNECTION. INSTALL TEMPORARY CAP FOR TESTING PURPOSES. CONNECTION TO EXISTING FORCE MAIN TO BE PERFORMED AT NIGHT. COORDINATE CONNECTION WITH ALLEN OSTEEEN (COL) AT (863) 834-6569 TO SHUT DOWN LIFT STATION DURING CONNECTION. PROVIDE 48 HOUR NOTICE PRIOR TO PERFORMING CONNECTION. AFTER PROPOSED FORCE MAIN CONNECTION IS COMPLETE, CONTRACTOR SHALL REMOVE AND DISPOSE OF THE EXISTING SAN FORCE MAIN BETWEEN THE NEW CONNECTION POINTS. APPROXIMATE STA. 374+80 TO STA. 380+00. ALL WORK INVOLVING CONSTRUCTING NEW FORCE MAIN AND REMOVAL OF OLD FORCE MAIN SHALL CONFORM TO CITY OF LAKELAND SPECIFICATIONS.

J. Howle
11/3/03

Date	By	Description	Date	By	Description
9/23/03	BAS	ADD 5-29.5-30			

NAME	DATE	NAME	DATE
DESIGNED BY T.W.R.	5/00	DRAWN BY B.A.S.	5/00
CHECKED BY J.E.H.	5/00	CHECKED BY J.E.H.	5/00
SUPERVISED BY: JOHN E. HOWLE, P.E.			

POLK COUNTY ENGINEERING DEPARTMENT
APPROVED BY:
DATE:

Keith and Schnars, P.A.
ENGINEERS - PLANNERS - SURVEYORS
2525 Orange Field Rd., Suite 7 Lakeland, FL 33811 Tel: 863-546-4771
CERTIFICATE OF AUTHORIZATION NO. 1337

COUNTY LINE ROAD - PHASE II (NORTH)
PLAN
STA. 372+00 TO STA. 378+00
POLK COUNTY, FLORIDA

RE-80260
7WB0113861 25
580-6526 Supp.

MEMORANDUM TO BE ATTACHED TO AND MADE A PART OF EASEMENT AGREEMENT DATED DECEMBER 27, 1984, BETWEEN SEABOARD SYSTEM RAILROAD, INC., HEREINAFTER CALLED "RAILROAD", AND POLK COUNTY, HEREINAFTER CALLED "COUNTY", COVERING IMPROVEMENTS TO AND RELOCATION OF OLD TAMPA ROAD (a/k/a COUNTY LINE ROAD) AT MILEPOST A-857.06, CROSSING NO. 624304R, NEAR WINSTON, FLORIDA.

WITNESSETH, THAT:

WHEREAS, County desires that the easement agreement be amended to cover the additional area to provide left turn storage along U.S. 92 for traffic turning left onto County Line Road.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. The Easement Agreement shall be and is hereby amended to cover the additional area for the purposes here and above set forth as shown in red on Drawing No. 4034-102, dated November 20, 1984, last revised November 25, 1985, attached hereto and made a part hereof.
2. The terms and conditions of the Easement Agreement shall apply to the additional area the same as if it had originally been covered by the Easement Agreement.
3. Except as herein amended, the Easement Agreement is in all things confirmed.

It is understood and agreed that this memorandum agreement shall not be binding until it has been authorized or ratified by a proper ordinance or resolution of the Board of County Commissioners of Polk County, Florida, a certified copy of which ordinance or resolution is attached hereto and made a part hereof.

WITNESS, the signatures of the parties hereto, this 13th day of January, 1986.

Witnesses for Lessor:

SEABOARD SYSTEM RAILROAD, INC.:

Joanne S. Lockney
V. W. Wolfe

By R. S. Frame (L.S.)
As its: Chief Engineering Officer

Witnesses for Lessee:

POLK COUNTY, FLORIDA:

Gene Pluseon
Martha B. Beel

By Jack Sumner (L.S.)
As its: Chairman
Attest Martha Whitehead (L.S.)
Deputy Clerk

Extracts from minutes of meeting of the Board of County Commissioners of Polk County, Florida, held on the 21st day of January, 1986.

RESOLUTION

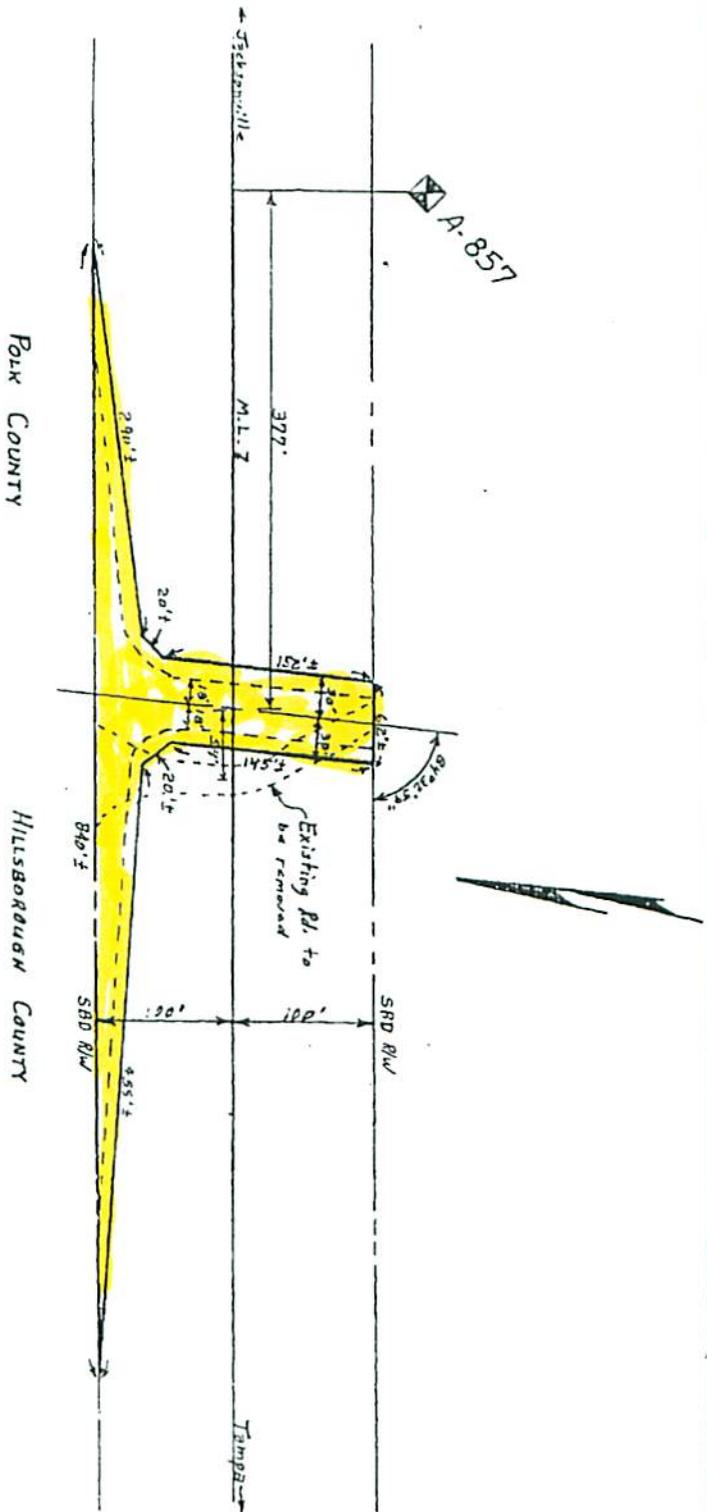
Be it resolved by the Board of County Commissioners in regular meeting assembled that the Chairman of said Board be, and he hereby is, authorized to enter into an agreement with the SEABOARD SYSTEM RAILROAD, INC., and to sign same on behalf of said County whereby Easement Agreement dated November 27, 1984 is amended to include additional area near Winston, Florida, as more particularly set forth in memorandum agreement dated January 13, 1986, a copy of which memorandum agreement is filed with the Board of County Commissioners.

I certify the above to be a true and correct copy.

[Handwritten Signature]

Clerk

By *Martha Whitehurst D.C.*



SEABOARD SYSTEM RAILROAD
 OFFICE OF DIVISION ENGINEER
 TAMPA, FLORIDA

LAKELAND (WINSTON), FL.

REVISIONS

11-25-85

SCALE	DATE	DWG NO	CWH
1"=100'	11-20-84	4034-102	

V3 Fla
 53