

ASSIGNMENT AND AMENDMENT OF LICENSE AGREEMENT

THIS ASSIGNMENT AND AMENDMENT OF LICENSE AGREEMENT, (this "Agreement") is made effective as of the ___ day of _____ 2019 ("Effective Date"), by FLAGLER DEVELOPMENT COMPANY LLC (formerly known as Flagler Development Company), a Florida limited liability company ("ASSIGNOR"), the CITY OF JACKSONVILLE, a municipal corporation of the State of Florida ("ASSIGNEE") and FLORIDA EAST COAST RAILWAY, L.L.C., a Florida limited liability company ("RAILWAY").

RECITALS

A. RAILWAY, as licensor, and the ASSIGNOR and the ASSIGNEE, each as a licensee, are parties to that certain License Agreement dated January 21, 2005, a copy of which is attached hereto as **Exhibit A** and made a part hereof (which together with any amendments made thereto from time to time, if any, is hereinafter collectively referred to as the "License");

B. ASSIGNOR and ASSIGNEE desire that ASSIGNOR assign to ASSIGNEE all of ASSIGNOR's interest in and to the License, subject to the terms, conditions and amendment set forth herein.

C. RAILWAY joins in this Agreement for the purpose of consenting to the assignment and making the amendment to the License as more specifically set forth below.

NOW THEREFORE, FOR VALUE RECEIVED, in consideration of the foregoing and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The recitals set forth above are true and correct and are hereby incorporated into this Agreement as if set forth at length herein.

2. Any capitalized terms used herein that are not otherwise defined herein shall have the meaning set forth in the License.

3. Effective from and after the Effective Date of this Agreement, ASSIGNOR hereby conveys, assigns, transfers and delivers to ASSIGNEE, all of ASSIGNOR's right, title and interest, in and to the License.

4. ASSIGNEE hereby accepts and assumes all of ASSIGNOR's right, title and interest in and to the License, and assumes all duties and obligations of the ASSIGNOR thereunder and agrees to comply with all of the terms, provisions and conditions of the License, and to perform all duties and obligations of the ASSIGNOR thereunder, from and after the Effective Date.

5. RAILWAY hereby joins in this Agreement for the purposes of 1) consenting to the foregoing assignment, and 2) to agree with ASSIGNEE that upon the Effective Date of this Agreement, and contingent upon the ASSIGNEE paying a one-time lump sum license fee in advance to RAILWAY in the amount of \$100,000.00 (One Hundred Thousand Dollars), which

license fee must be paid and delivered to the RAILWAY, along with ASSIGNEE's executed counterpart of this Agreement, the License shall be amended by deleting Section 3 thereof in its entirety. Except as expressly set forth in this Agreement, all other terms and conditions of the License remain in full force and effect.

6. Each of the parties hereto covenants and agrees, without further consideration, to execute and deliver, at the request of the other party hereto, such further instruments and to take such other action as such other party may reasonably request to more effectively consummate the agreements contemplated by this Agreement.

7. This Agreement may not be amended or modified in any manner except by an instrument in writing executed by the parties hereto, or their successors or assigns, as applicable.

8. It is the intention of the parties hereto that the laws of the State of Florida shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

9. This Agreement 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. Each party may rely upon a facsimile or other electronic counterpart of this Agreement signed by the other party with the same effect as if such party had received an original counterpart signed by such other party.

10. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement. The parties acknowledge that the language used in this Agreement is language developed and chosen by all parties hereto to express intent and no rule of strict construction shall be applied against a party hereto. All personal pronouns used in this Agreement shall include the other genders whether used in the masculine or feminine or neuter gender, and the singular shall include the plural and vice versa, unless the context otherwise requires. Terms such as "herein", "hereof", "hereby", "hereunder" and "hereinafter" refer to this Agreement as a whole and not to a particular sentence, paragraph or section where they appear, unless the context otherwise requires.

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

12. This Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof.

13. The execution and delivery of this Agreement has been duly authorized. Each person signing this Agreement is duly authorized and has legal capacity to execute and deliver

this Agreement.

14. This Agreement shall inure to the benefit of and be binding upon each of the parties and their respective successors and assigns.

15. Nothing expressed or implied in this Agreement is intended to confer upon any person, other than the parties hereto, or their respective successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

[Signatures on the following pages.]

IN WITNESS WHEREOF, ASSIGNOR, ASSIGNEE and RAILWAY have caused this instrument to be executed in their names by their duly authorized officers as of the date first above written.

WITNESSES:

Print Name: _____

Print Name: _____

ASSIGNOR:

FLAGLER DEVELOPMENT COMPANY
LLC, a Florida limited liability company

By: _____

Print Name: _____

Title: _____

IN WITNESS WHEREOF, ASSIGNOR, ASSIGNEE and RAILWAY have caused this instrument to be executed in their names by their duly authorized officers as of the date first above written.

WITNESSES:

Print Name: _____

Print Name: _____

ASSIGNEE:

CITY OF JACKSONVILLE, a municipal corporation of the State of Florida

By: _____

Print Name: _____

Title: _____

Attest: _____

Title: _____

IN WITNESS WHEREOF, ASSIGNOR, ASSIGNEE and RAILWAY have caused this instrument to be executed in their names by their duly authorized officers as of the date first above written.

WITNESSES:

RAILWAY:

FLORIDA EAST COAST RAILWAY,
L.L.C., a Florida limited liability company

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Title: _____

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), effective as of the 21st day of January, 2005, is between the FLORIDA EAST COAST RAILWAY, L.L.C. (Address: P. O. Drawer 1048, St. Augustine, Florida 32085), a Florida limited liability company hereinafter called "RAILWAY", FLAGLER DEVELOPMENT COMPANY, a Florida corporation, hereinafter called "COMPANY" and the CITY OF JACKSONVILLE, a municipal corporation, hereinafter called "CITY."

WITNESSETH:

Whereas, the COMPANY has requested the RAILWAY to install an at-grade public road crossing, Gran Bay Parkway, at RAILWAY'S Milepost 15+5,040'; and

Whereas, COMPANY is responsible, during the initial construction (Construction), for each and every one of the terms and conditions set forth in this Agreement, and for all cost incurred in the installation of the crossing; and

Now, Therefore, in consideration of the granting of this Agreement by the RAILWAY, the COMPANY and CITY agree with the RAILWAY as follows:

RAILWAY, in consideration of the covenants and conditions hereinafter set forth to be performed and kept by the COMPANY and CITY, hereby permits the COMPANY to construct the at-grade crossing, and the CITY to use, maintain, repair, renew and ultimately remove the at-grade public road crossing across and over the tracks, right of way and property of RAILWAY, at the RAILWAY'S Milepost 15 + 5,040', more particularly described in Exhibit A attached hereto and incorporated herein by reference, hereinafter referred to as the "CROSSING SITE":

F.E.C. Rwy. Co. Original Copy

The CROSSING SITE includes any railroad crossing warning signs, crossing surfaces and automatic crossing warning devices which are, or might be, located within or adjacent to the above-described location, provided that, the construction of the CROSSING SITE shall be done by RAILWAY as provided in this Agreement and further provided that, notwithstanding rights to the COMPANY and CITY granted herein, RAILWAY reserves the right to perform all work required on RAILWAY'S property including construction, drainage, lighting and vegetation management, in which event the COMPANY during the Construction and the CITY thereafter shall pay the RAILWAY the entire cost and expense of labor, materials and equipment furnished by RAILWAY in performing such work. The status of the CITY is that of a licensee and not lessee, granting the CITY the right to use the CROSSING SITE as specified herein.

In consideration of the granting of this Agreement by the RAILWAY, the COMPANY and CITY covenant and agree with the RAILWAY as follows:

1. The CROSSING SITE shall be used for public at-grade road crossing purposes only and no utility, including telecommunications facilities, pipes, wires, cables; or other line or structure shall be placed in, on or over the CROSSING SITE without the previous consent in writing of the RAILWAY. CITY further agrees that it will at all times keep the CROSSING SITE, together with the additional portions of the RAILWAY'S right-of-way within 325 feet of the northerly and southerly limits or boundaries of the CROSSING SITE clear of any vegetation or other growth greater than two (2) feet in height on each side of the tracks at the sole expense of the CITY and without cost to RAILWAY or lien upon RAILWAY'S property.

2. This Agreement is for an initial term of one (1) year and shall continue in effect thereafter from year to year, subject to termination by the RAILWAY or CITY upon sixty (60) days prior written notice.

3. COMPANY shall pay an annual license fee in advance to RAILWAY of \$7,700.00 (Seven Thousand Seven Hundred Dollars), for use of the Crossing. The license fee shall be increased each year on the anniversary date of this Agreement, commencing on the anniversary date of the second year of this Agreement, by the product of the annual license fee in effect for the preceding year multiplied by one hundred percent (100%) of the percentage increase, if any, in the Consumer Price Index, (1967=100), issued by the Bureau of Labor Statistics of the U.S. Department of Labor ("CPI"), or 3%, whichever is greater. The base CPI will be the CPI for the month of the year preceding the applicable anniversary date of this Agreement by ninety (90) days. No adjustment will be made for decreases in the CPI. The COMPANY may assign its payment obligations under this paragraph 3 to an association, company or other entity or person upon prior approval of the RAILWAY, which approval shall not be unreasonably withheld.

4. The provisions and stipulations of this Agreement are a part of the consideration of the construction of the crossing and licensing of the CROSSING SITE, and in the event the CITY shall fail to comply with any of the covenants and conditions required to be performed by CITY or the COMPANY shall fail to comply with any of the covenants and conditions required to be performed by it, then, at the option of the RAILWAY, this Agreement shall be terminated with full legal rights and remedies retained by the RAILWAY, including but not limited to the right to reenter, repossess, and remove the crossing if it shall elect to do so.

5. The CITY shall grant forthwith to the RAILWAY necessary permits for the installation, construction, erection, repair and maintenance of any of the RAILWAY-owned or maintained facilities described in this Agreement for the CROSSING SITE. If the CITY fails to promptly grant the RAILWAY necessary permits, the COMPANY during the Construction of the crossing and the CITY thereafter, shall bear all additional expense incurred by the

RAILWAY attributable to such failure, including costs due to slow ordering of trains. COMPANY or CITY, as the case may be, shall promptly pay such amounts upon billing by the RAILWAY.

6. Unless otherwise specified, the cost of installation, construction, maintenance and replacement of all facilities at the CROSSING SITE, including but not limited to the crossing structure and railroad and highway devices, whether performed by the COMPANY, CITY or RAILWAY, shall be the sole responsibility of the COMPANY during the Construction and the City thereafter.

7. The RAILWAY shall install the warning devices, including the fixed signs, flashing lights, bells and gates (collectively the "WARNING DEVICES"), at the CROSSING SITE at the sole cost of the COMPANY during the Construction and the CITY and the COMPANY thereafter. Installation costs are estimated to be \$368,150.00 as shown on the estimates for signal installation attached hereto as Exhibit B and incorporated by reference. The WARNING DEVICES are a Type IV Class IV installation as defined in the Florida Department of Transportation Schedule of Signal Installations by Type and Class attached hereto as Exhibit C. CITY and the COMPANY shall each pay unto RAILWAY annually 50% of the annual cost of maintenance of said WARNING DEVICES as provided in the Florida Department of Transportation's SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES, as may in the future be revised or amended, a copy of which is attached hereto as Exhibit C and incorporated herein by reference. The COMPANY may assign its payment obligations under this paragraph 7 to an association, company or other entity or person upon prior approval of the RAILWAY, which approval shall not be unreasonably withheld.

The WARNING DEVICES will be owned and maintained by the RAILWAY and shall remain at the CROSSING SITE until the RAILWAY decides that they are no longer needed or should be replaced, or until other legal requirements are imposed which shall eliminate or substantially change their operations.

8. The RAILWAY shall install (2) 104' wide concrete grade crossing surfaces (the "SURFACE") along with other improvements as shown on the drawing, attached hereto as part of Exhibit A, in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Index No. 560, as may be amended, at the sole cost of COMPANY. Installation costs are estimated to be \$217,152.00 as shown on the estimates for crossing installation attached hereto as Exhibit B and incorporated by reference. When the RAILWAY determines that the replacement of the new SURFACE is more economical than its continued maintenance, the RAILWAY shall have the exclusive option to replace the SURFACE with a comparable or improved structure. The replacement costs of the new SURFACE shall be the sole responsibility of the CITY. After completion of the crossing installation, the CITY shall, at its sole expense, maintain and replace the remainder of the road inside the RAILWAY'S right-of-way, plus any paving which may be located between the ends of the ties. The RAILWAY shall provide a construction watchman at said CROSSING SITE while work is being performed by the COMPANY during the Construction and the CITY thereafter, under the provisions of this Agreement, at the sole expense of the COMPANY during the Construction and the CITY thereafter. In addition to, and as part of the crossing improvements, the RAILWAY shall, at the sole cost of the COMPANY, raise and surface the siding and rehabilitate the existing spur track. The cost for the additional track work is estimated to be \$45,000.00 as shown on the estimate for track installation attached hereto as part of Exhibit B and incorporated by reference.

9. The CITY agrees, acknowledges and understands that the RAILWAY reserves the right to make any changes at any future time in its existing tracks or other facilities, including the installation, maintenance and operation of any additional track or tracks or other facilities on its right-of-way at the CROSSING SITE. The CITY agrees to bear the total expense of any changes or additions to the pavement and traffic signal devices, the SURFACE, the WARNING DEVICES or other railroad signalization equipment or new structure at the CROSSING SITE, whether these changes or additions are required by law or order of any public or judicial authority, done voluntarily by the RAILWAY, or requested by the CITY.

10. The COMPANY during the Construction and the CITY thereafter, agrees that it will install, maintain and replace all necessary drainage facilities to prevent the accumulation of surface water due to the construction of the crossing or existence of the CROSSING SITE. Such facilities must first be approved by the RAILWAY and any governing bodies having jurisdiction thereof and operation of the facilities shall also be subject at all time to their approval. An additional license agreement may be required by the RAILWAY, depending upon the location of such drainage facilities and type, size, depth and other specifications of the proposed facilities, as submitted to the RAILWAY.

11. Lighting facilities adequate to comply with the requirements of the laws of the State of Florida covering illumination of road crossing shall be installed, maintained and replaced at or near this CROSSING SITE by and at the sole cost of COMPANY during the Construction and the CITY thereafter.

12. The COMPANY during the Construction and the CITY thereafter, further covenants to pay the RAILWAY, within thirty (30) days after presentation of the same, all bills submitted by RAILWAY including maintenance bills as set forth in Paragraph 7 above and all bills for

electricity for the lighting and illumination of the CROSSING SITE if same are provided by RAILWAY.

13. At the termination of this Agreement for any cause, or upon termination of the CITY'S use of the CROSSING SITE as herein described, all rights of the CITY shall terminate and the CITY shall remove, under the RAILWAY'S supervision and direction, at CITY'S entire cost and expense, said road and all non-RAILWAY-owned improvements placed upon the RAILWAY'S right-of-way and restore the ground to its original condition.

14. To the extent permitted by Section 768.28, Florida Statutes, CITY shall indemnify, defend and hold harmless RAILWAY for assessments or other charges of any kind whatsoever against the RAILWAY at any time for any portion of public improvements installed on or within two hundred (200) feet of the CROSSING SITE arising out of the existence of the CROSSING SITE.

15. The COMPANY and CITY shall not in any way, or at any time, interfere with or obstruct RAILWAY'S right-of-way, the movement of RAILWAY'S trains and other railroad operations, or interfere with the RAILWAY'S use thereof, or the use thereof by RAILWAY'S assigns, invitees, lessees or licensees.

16. To the extent permitted by law, the CITY acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 and acknowledges that such statute permits actions at law against the CITY to recover damages set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of CITY while acting within the scope of the employee's office or employment under circumstances in which CITY, if a private person, would be liable under general laws of this State.

The COMPANY during the Construction and the CITY thereafter, will include in any contract which it may let for the whole or part of said work to be performed hereunder by or for the COMPANY or CITY, each and every one of the terms and conditions included on the document entitled "INDEMNITY OF FLORIDA EAST COAST RAILWAY, L.L.C. AND INSURANCE REQUIREMENTS" attached hereto and made a part hereof as Exhibit D.

17.(a) COMPANY, during the Construction and the CITY thereafter, at its own cost and expense, when performing any work in connection with the CROSSING SITE shall request RAILWAY to furnish any necessary construction watchmen for the protection of RAILWAY'S employees, property and train operations. RAILWAY shall be notified at least one (1) week in advance of the performance of any work in connection with the CROSSING SITE.

(b) In addition to, but not in limitation of any of the foregoing provisions, if at any time RAILWAY should deem it necessary to place construction watchmen for the protection of any person or property, during the construction, maintenance, repair, alteration, renewal, or removal at the CROSSING SITE, RAILWAY shall have the right to place such construction watchmen, or other persons at the sole cost and expense of the COMPANY during the Construction and the CITY thereafter. Upon receipt of a bill from RAILWAY, COMPANY during the Construction and the CITY thereafter, shall promptly pay RAILWAY the full cost and expense of such construction watchmen. The furnishing or failure to furnish construction watchmen, or other persons by the RAILWAY under this paragraph, however, shall not release COMPANY or CITY from any and all other liabilities assumed by COMPANY or CITY under the terms of this Agreement, including its obligations under Paragraph 16 hereof. The COMPANY and CITY shall give the RAILWAY one (1) week's advance written notice when it or its contractor or anyone claiming under this Agreement proposes to enter upon the

CROSSING SITE to perform work under this Agreement in order that proper warning may be provided for trains. In emergency situations COMPANY or CITY shall give the RAILWAY telephonic notice. The COMPANY and CITY further agree that at all times its personnel or agents are on the property of the RAILWAY, they will be accompanied by a RAILWAY representative and any cost involved will be borne by the COMPANY or CITY, as the case may be.

18. After the SURFACE and WARNING DEVICES have been installed and all other work to be performed related to the Construction has been completed and found to be in satisfactory working order by the RAILWAY, the RAILWAY shall furnish to the COMPANY an invoice showing the final total cost of material, labor and equipment furnished by the RAILWAY, in accordance with the estimate of said cost to the COMPANY to be \$615,302.00 set forth in Exhibit B and COMPANY shall pay such invoice no later than thirty (30) days from the date thereof.

19. Installation, maintenance and replacement of any and all railroad advance warning signs and pavement markings on any road approaching the CROSSING SITE shall be the sole responsibility and cost of the CITY, and at its sole expense.

20. The COMPANY during the Construction and the CITY thereafter, shall promptly pay RAILWAY all charges due to RAILWAY within thirty (30) days of the date of invoice. Failure to promptly pay to RAILWAY amounts billed as due under this Agreement shall constitute default by the COMPANY or CITY.

21. The COMPANY and CITY hereby acknowledge that it each has been notified that its personnel will or may be working in an area containing active fiber-optic transmission cable as well as other cables and other facilities.

22. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

23. This Agreement will be governed by the laws of the State of Florida. It constitutes the complete and exclusive statement of the Agreement between the parties which supersedes all proposals, oral or written, and all other communications between the parties related to the subject matter of this Agreement. Any future change or modification of this Agreement must be in writing and signed by all parties during the Construction and thereafter by RAILWAY and CITY only.

IN WITNESS WHEREOF, the RAILWAY and FLAGLER DEVELOPMENT COMPANY and the CITY OF JACKSONVILLE, have caused this instrument to be executed in their corporate names and respective seals to be hereunto affixed in duplicated the day first hereinafter written by their undersigned officials thereunto lawfully authorized.

Signed, sealed and
Delivered in the presence of:

Linda Jackson
Dave Robideaux
Witnesses as to Railway

FLORIDA EAST COAST RAILWAY, L.L.C.,
a Florida limited liability company

By: Joseph L. Schow (Seal)
Title: MANAGER - ENGINEERING SERVICES
Attest: M. D. Hummel
Assistant Secretary

Date: 1/12/05

**FLAGLER DEVELOPMENT
COMPANY, a Florida corporation**

K. Christine Wilmoth
K. Christine Wilmoth
Witnesses as to COMPANY

By: G. Jim Crow
Title: PRESIDENT
Attest: W. B. [Signature]
Title: ASST. SECRETARY
Date: 1/13/05

Stephanie A. Harrington
STEPHANIE A. HARRINGTON

Daniel A. Kleman
Chief Operating Officer
For: Mayor John Peyton
Under Authority of
Executive Order No. 04-03

Christi Blalock
Witnesses as to CITY

By: John Peyton
Title: Mayor
Attest: Neil McArthur
Title: Corporation Secretary
Date: 1-14-05

William Crowe



FORM APPROVED
By: [Signature]
Office of General Counsel

LICENSE AREA

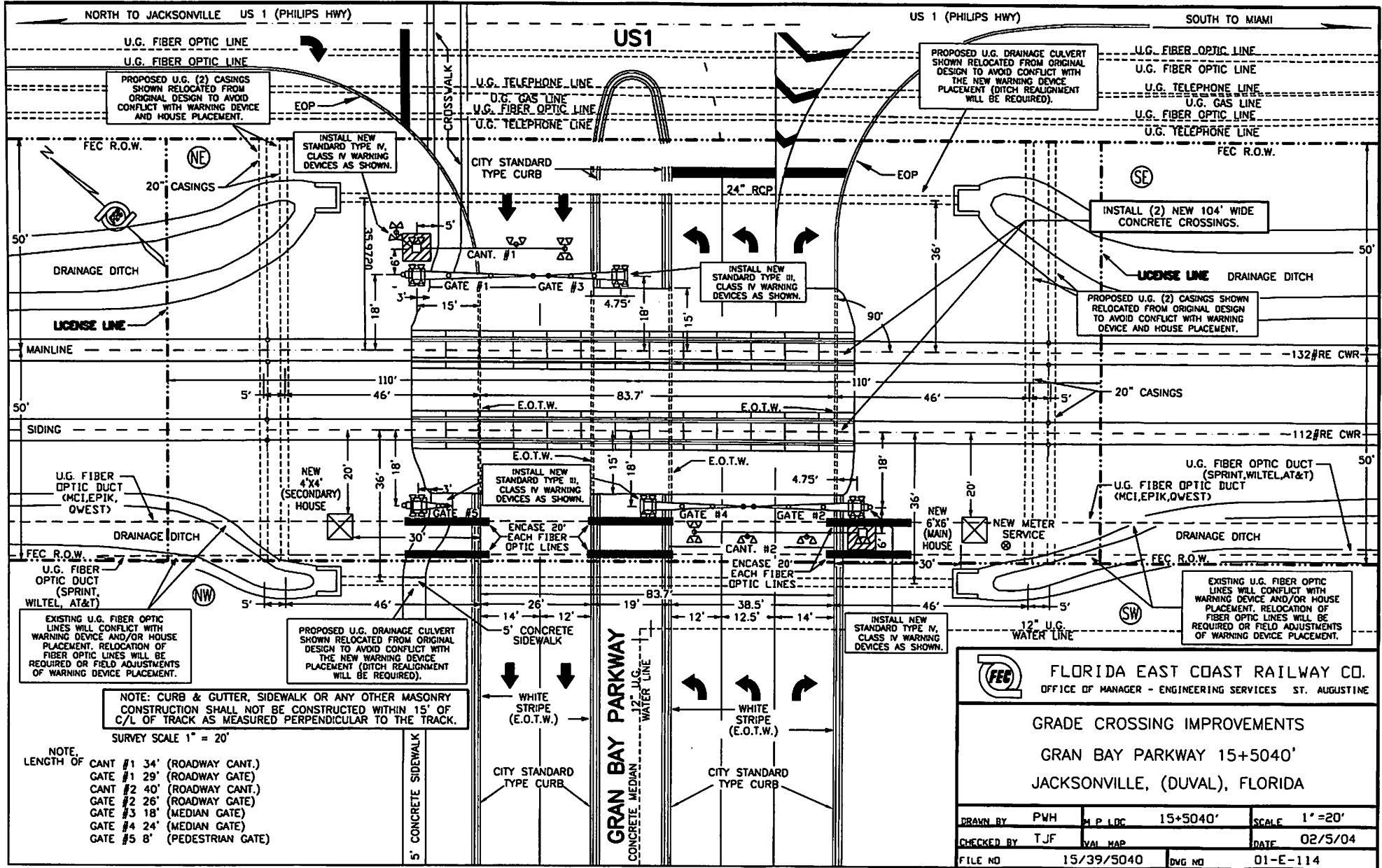
February 10, 2004

File: 15/39/5040

GRAN BAY PARKWAY – MP 15+5,040' – N/A

A PARCEL OF LAND WITH UNIFORM WIDTH OF TWO HUNDRED TWENTY (220) FEET NORTHERLY AND SOUTHERLY AND EXTENDING EASTERLY AND WESTERLY ACROSS THE RIGHT-OF-WAY AND TRACKS OF THE RAILWAY AT GRAN BAY PARKWAY IN BAYARD, FLORIDA, WITH LONGITUDINAL CENTER LINE OF SAID PARCEL LOCATED FIVE THOUSAND FORTY FEET (5,040) FEET SOUTHERLY FROM THE RAILWAY'S MILE POST NO. 15 AS MEASURED FROM JACKSONVILLE, FLORIDA, SAID RIGHT-OF-WAY OF THE RAILWAY HAVING A TOTAL WIDTH OF ONE HUNDRED (100) FEET AT THIS LOCATION, BEING FIFTY (50) FEET IN WIDTH ON THE EAST AND WEST SIDE OF THE CENTERLINE OF THE MAIN TRACK, ALL AS SHOWN ON THE ATTACHED DRAWING NO. 01-E-114, DATED FEBRUARY 5, 2004, ATTACHED HERETO AND MADE A PART HEREOF.

EXHIBIT "A"



NOTE: CURB & GUTTER, SIDEWALK OR ANY OTHER MASONRY CONSTRUCTION SHALL NOT BE CONSTRUCTED WITHIN 15' OF C/L OF TRACK AS MEASURED PERPENDICULAR TO THE TRACK.
SURVEY SCALE 1" = 20'

- NOTE: LENGTH OF
- CANT #1 34' (ROADWAY CANT.)
 - GATE #1 29' (ROADWAY GATE)
 - CANT #2 40' (ROADWAY CANT.)
 - GATE #2 26' (ROADWAY GATE)
 - GATE #3 18' (MEDIAN GATE)
 - GATE #4 24' (MEDIAN GATE)
 - GATE #5 8' (PEDESTRIAN GATE)

FEC FLORIDA EAST COAST RAILWAY CO.
OFFICE OF MANAGER - ENGINEERING SERVICES ST. AUGUSTINE

GRADE CROSSING IMPROVEMENTS
GRAN BAY PARKWAY 15+5040'
JACKSONVILLE, (DUVAL), FLORIDA

DRAWN BY	PWH	M.P.L.D.C.	15+5040'	SCALE	1" = 20'
CHECKED BY	TJF	VAL MAP		DATE	02/5/04
FILE NO	15/39/5040		DWG NO	01-E-114	

**BAYARD: INSTALL (2) NEW 104' WIDE OMNI CONCRETE GRADE CROSSINGS.
 GRAN BAY PARKWAY, MILEPOST 15+5.040' AAR/DOT # 273260W
 FILE: 15/39/5040**

CROSSING DESCRIPTION

New Length of Crossing Surface: 104 Tf
 Number of Tracks: 2 Ea
 Length of Track Panel: 144 Tf

PAVING DESCRIPTION

Width (Across Road) 104 Ft
 Length (Along Road) 95 Ft
 Projected Lift 3 In

AGREEMENT DESCRIPTION

Responsible Party: Flagler Development / City of Jacksonville
 Agreement Date:
 Division of Responsibility
 Encase Fiber Optic Cable Flagler
 Maintenance of Traffic Flagler
 Crossing Surface Flagler
 Track Materials Flagler
 Track Construction Flagler
 Paving Flagler

GANG DESCRIPTION

1 St. Augustine Section
 8 St. Augustine Smoothing
 2 Crane
 3 Loader

COST RECAPITULATION

<u>Track & Civil Work Item</u>	<u>Labor</u>	<u>Equipment</u>	<u>Material</u>	<u>Contract</u>	<u>Salvage Credit</u>	<u>10.00% Contingency</u>	<u>Total</u>	<u>Responsible Party</u>
Encase Fiber Optic Cable	n/a	n/a	n/a	15,000.00	n/a	1,500.00	16,500.00	Flagler
Mobilization/Material Consolidation	1,786.68	1,607.20	n/a	n/a	n/a	406.12	3,800.00	Flagler
Construct Track Panel	2,949.90	2,789.59	24,351.65	n/a	n/a	3,108.86	33,200.00	Flagler
Maintenance of Traffic/Police Protection	n/a	n/a	n/a	11,700.00	n/a	1,200.00	12,900.00	Flagler
Remove Crossing Surface	0.00	0.00	n/a	n/a	0.00	0.00	0.00	Flagler
Remove/Replace Track/Crossing Structure	5,854.20	7,616.20	n/a	n/a	0.00	1,429.60	14,900.00	Flagler
Line & Surface Track	1,703.64	1,303.65	20,184.00	n/a	n/a	2,408.71	25,600.00	Flagler
Replace Crossing Surface	1,420.00	1,938.90	55,717.12	n/a	5,000.00	6,423.98	70,500.00	Flagler
Place Asphalt	168.50	28.45	n/a	27,787.50	n/a	2,815.56	30,800.00	Flagler
Demobilization/Site Cleanup	469.00	67.48	n/a	n/a	n/a	63.52	600.00	Flagler
Totals:	14,351.91	15,351.46	100,252.77	54,487.50	5,000.00	19,356.36	208,800.00	

TOTAL TRACK PROJECT COST: \$208,800.00
ENGINEERING & SUPERVISION: 8,352.00
TOTAL TRACK & CIVIL PROJECT COST: \$217,152.00
TRACK WORK-RAISE AND SURFACE SIDING: \$15,000.00
TRACK WORK-REHABILITATE EXISTING SPUR: \$30,000.00
TOTAL SIGNAL IMPROVEMENT PROJECT COST: \$368,150.00

#REF!

COST TO BE BORNE BY FLAGLER DEVELOPMENT: \$615,302.00

NOTE: THIS IS AN ESTIMATE ONLY, ALL CHARGES WILL BE BASED ON ACTUAL COST.

EXHIBIT "B"



FLORIDA EAST COAST RAILWAY
 OFFICE OF THE GENERAL MANAGER
 OF SIGNALS AND COMMUNICATIONS

DATE: 01/29/04
 FILE: 10.2
 TYPE: IV
 CLASS: IV
 NO. OF DAYS: 20
 AAR / DOT #: TBA
 MILE POST: 15+5040'
 Project Type: FDOT

ESTIMATED COST FOR HIGHWAY CROSSING WARNING DEVICES AT GAND BAY PARKWAY.
 This estimate should be considered void after one (1) year.

MATERIAL	UNIT COST	UNITS	TOTAL COST
GATE ASSEMBLIES	\$7,479.00	5 EA.	\$37,395.00
GATES	\$500.00	5 EA.	\$2,500.00
GATE FOUNDATIONS	\$575.00	5 EA.	\$2,875.00
ADDITIONAL FLASHING LIGHT ASSEMBLIES	\$1,168.00	2 EA.	\$2,336.00
CANTILEVERS 40'	\$15,171.00	2 EA.	\$30,342.00
CANTILEVER FOUNDATIONS	\$3,200.00	2 EA.	\$6,400.00
WIRED CASE, 4AB & HKP3R2S	\$88,897.00	1 EA.	\$88,897.00
BATTERY BOX	\$675.00	2 EA.	\$1,350.00
BATTERIES, SAFT SP1250	\$212.00	50 EA.	\$10,600.00
MISC. GROUND MATERIAL	\$2,675.96	1 PKG.	\$2,675.96
CONDUIT & DIRECTIONAL BORE	\$45.00	260 FT.	\$11,700.00
CABLE	\$17,421.00	1 PKG.	\$17,421.00
MISCELLANEOUS RELAY EQUIPMENT	\$1,120.00	1 PKG.	\$1,120.00
POWER SERVICE	\$1,800.00	1 EA.	\$1,800.00
MONITORING EQUIPMENT	\$12,171.00	1 PKG.	\$12,171.00
SANITATION & DISPOSAL	\$1,500.00	1 PKG.	\$1,500.00
WEIGHT & HANDLING			\$34,437.00
TAX @ 6.5%			\$14,923.00
TOTAL MATERIALS			\$280,442.96
EXCAVATING EQUIPMENT PER DAY	\$181.00	20 DAYS	\$3,620.00
EQUIPMENT RENTAL PER DAY	\$125.00	20 DAYS	\$2,500.00
FOREMAN'S TRUCK PER DAY	\$35.00	20 DAYS	\$700.00
GANG TRUCK PER DAY	\$63.00	20 DAYS	\$1,260.00
SUPERVISORS TRUCK PER DAY	\$35.00	20 DAYS	\$700.00
EQUIPMENT TOTAL			\$8,780.00
ENGINEERING	\$6,500.00	1	\$6,500.00
ENGINEERING TOTAL			\$6,500.00
CONSTRUCTION SUPERVISION	\$274.00	20 DAYS	\$5,480.00
LABOR ADDITIVE			\$3,052.00
LABOR PER DAY	\$1,114.80	20	\$22,296.00
NUMBER OF DAYS			20
LABOR ADDITIVE			\$13,012.00
TOTAL LABOR			\$35,308.00
GANG EXPENSES PER DAY	\$553.00	20	\$11,060.00
NUMBER OF DAYS			20
TOTAL GANG EXPENSES			\$11,060.00
SUB-TOTAL			\$350,622.96
CONTINGENCIES 5%			\$17,531.00
TOTAL			\$368,150.00

Gand Bay Parkway