

**LICENSE AGREEMENT FOR UNDERGROUND
FIBER INSTALLATION AND OCCUPATION
AIRPORT ROAD, PUNTA GORDA, FLORIDA**

THIS LICENSE AGREEMENT, made this ____ day of _____, 20____ ("Agreement"), between **SEMINOLE GULF RAILWAY, LP**, a limited partnership under the laws of the State of Delaware, whose mailing address is 4110 Center Pointe Drive, Suite 207, Fort Myers, Florida, 33916, hereinafter referred to as "**SGLR**" and **CHARLOTTE COUNTY GOVERNMENT**, a political subdivision of the State of Florida, whose mailing address is 18500 Murdock Circle, Port Charlotte, Florida 33948 hereinafter referred to as the "**COUNTY**".

WITNESSETH:

WHEREAS, SGLR owns the track and other rail facilities ("**Rail Facilities**") comprising a line of railroad lying generally between Bradenton and Venice, Florida; and

WHEREAS, COUNTY has applied to SGLR for License and permission to lay, maintain and use, for the purpose of relaying telecommunications one (1) 4" HDPE SDR13.5 casing pipe with one (1) 2" HDPE carrier duct to be occupied by one (1) 144 ct fiber cable. The utility will cross the right of way and track of SGLR near Airport Road, Punta Gorda, Florida, at approximately RR MP AX 938.29, at approximately a 90 degree angle to the track, as per Exhibit "A" attached. The length of the pipe being 150', under the Railroad right-of-way. To the knowledge of COUNTY and SGLR said pipe is to be installed in accordance with the Application for Pipeline Crossing Under Properties and Tracks submitted by COUNTY along with Construction Drawings as approved by SGLR, and marked as Exhibit "A", which is attached hereto and made a part of this Agreement, said pipeline installation or any appurtenances thereto being hereinafter referred to as the Utility; and

WHEREAS, SGLR is willing to accord to COUNTY the License and permission so applied for, but only upon and subject to the terms, conditions and limitations set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, intending to be legally bound, the parties do hereby agree as follows:

1. SGLR, insofar as it has the legal right to do so and in consideration of the covenants and conditions hereinafter stated on the part of COUNTY to be kept and performed, hereby grants to COUNTY, as a temporary license, the right to construct, use, maintain, repair, renew, and ultimately remove the Utility across and under the said tracks, right-of-way and property of SGLR at the location aforesaid, and as shown in detail in Exhibit "A".

2. COUNTY represents and warrants that it is duly authorized in accordance with the laws of the State of Florida to enter into this Agreement and to be bound by the covenants and conditions contained herein. This Agreement shall be governed by the laws of the State of Florida.

3. (a) The Utility shall be located, constructed and maintained in exact accordance with Exhibit "A", and no departure shall at any time be made therefrom except upon permission in writing granted by SGLR;

provided, however, that if any governmental or regulatory body having jurisdiction in the premises has regulated the manner and means of construction, maintenance, repair, alteration, renewal, relocation or removal thereof, then COUNTY shall comply therewith after prior notice to SGLR as to any required departure from Exhibit "A". Supervision over the location of the construction work, inspection of the construction, maintenance, repair, alteration, renewal, relocation and removal of the Utility shall be subject to the approval of SGLR. The Utility shall not be installed until the method of installation, the scheduling of installation, and all related matters have been approved in writing by SGLR.

(b) COUNTY shall, at its sole cost and expense, erect and maintain thereafter signs warning of the buried Utility. The signs shall be prominently located inside of the right-of-way line on both sides of track and shall be appropriately worded to convey the location and type of utility installed. In addition to the foregoing, COUNTY, shall, at its sole cost and expense, mark any portion of the Utility installed in open trenches on SGLR rights-of-way with standard plastic burial warning tape for the entire length of Utility within the right-of-way. This warning tape shall be located directly over the Utility and not less than two feet above the top of conduit.

(c) The construction, maintenance, repair, renewal, alteration, or removal of the Utility shall be done under such conditions, including access to the site, as will be satisfactory to SGLR, and as will not interfere with the proper and safe use, operation and enjoyment of the property of SGLR or its successors or assigns.

(d) COUNTY, when performing any work in connection with the COUNTY, shall request SGLR to furnish, at COUNTY'S own cost and expense, any necessary inspectors, flagmen or watchmen for the protection of any person or property, including persons not parties hereto and their property. SGLR shall be notified at least fourteen (14) days in advance of the performance of any work on the Utility, excepting emergency repairs in which case COUNTY shall notify SGLR as soon as reasonably possible.

(e) In addition to, but not in limitation of any of the foregoing provisions, if at any time SGLR should deem it necessary to place inspectors, flagmen or watchmen or any other persons to protect any persons or property during the construction, maintenance, repair, alteration, renewal or removal of the Utility, SGLR shall have the right to place such inspectors, flagmen, watchmen, or other persons at the sole cost and expense of COUNTY. Upon receipt of a bill from SGLR, COUNTY shall promptly pay SGLR the full cost and expense of employing such persons. The furnishing or failure to furnish inspectors, flagmen, watchmen or other person by SGLR under this paragraph, however, shall not release COUNTY from any and all other liabilities assumed by COUNTY under the terms of this Agreement, including its obligations under Section 8 hereof.

4. If COUNTY desires or is required, as herein provided, to revise, renew, add to or alter the Utility in any manner whatsoever, it shall submit plans to SGLR who shall review them at COUNTY'S cost. COUNTY'S plans shall comply with Chapter 1, Part 5 - Pipelines of the American Railway Engineering Association Manual for Railway Engineering, COUNTY shall obtain written approval thereof before any work or alteration of the Utility is performed. SGLR reserves the right to make adjustments in charges in connection with any such work and those charges shall be consistent with those customary in the industry for similar services.

5. COUNTY shall at all times be obligated to perform such maintenance or renewal of the Utility as may be required for the safe operation and maintenance of the properties of SGLR and its lessees and shall, upon notice in writing from SGLR requiring it so to do, promptly make such repairs and renewals thereto as may be required by SGLR. However, if necessary to protect the property, traffic, patrons or employees of SGLR, or any other person, from damage or injury, SGLR may with or without notice to COUNTY at any

time make such repairs and renewals thereto and furnish such material therefor as it deems adequate and necessary, all at the sole cost and expense of COUNTY. COUNTY shall promptly reimburse any costs incurred by SGLR pursuant to this Section to SGLR upon demand.

6. SGLR's right of supervision over the location of the construction work and inspection of the Utility from time to time thereafter, and SGLR's right to approve or disapprove of any contemplated work on the Utility, shall extend for such distance on each side of the Utility as may, in SGLR's judgment, be necessary to support and sustain the tracks and roadbed of SGLR.

7. COUNTY shall comply with all Federal, State and local laws, now or hereinafter enacted, and shall assume all costs, expense and responsibility in connection therewith, without any liability whatsoever on the part of SGLR.

8. (a) It is understood between the parties hereto that the installation and existence of the Utility involves some risk, and COUNTY as part of the consideration for this Agreement, hereby releases and waives any right to ask for or demand damages from SGLR for or on account of loss of or injury to the Utility or other property or facilities of COUNTY, that is over, under, upon or in the property or facilities of SGLR, including the loss of or interference with service provided by or through the Utility or use thereof and whether attributable to the fault, failure or negligence of SGLR. COUNTY agrees it will exercise its privileges hereunder at its own sole risk. COUNTY agrees to reimburse SGLR for all costs and reasonable expenses for any damage to SGLR's land or facilities resulting from COUNTY'S use of the Utility.

(b) In conformance with Section 725.06 Florida Statutes, to the extent it applies to this Agreement, the specific consideration given for the promises of the COUNTY set forth in this agreement is the right granted to COUNTY to continue to use the Utility, together with One Dollar (\$1.00) in hand paid by SGLR to COUNTY, receipt whereof is hereby acknowledged and the adequacy of which COUNTY accepts as completely fulfilling the obligations of SGLR under the requirements of Section 725.06 Florida Statutes.

(c) COUNTY agrees to indemnify, defend and save harmless SGLR and their respective officers, directors, agents and employees (hereinafter referred to as SGLR Entities), from all liability, loss, cost and expense, including attorneys' fees, which may be sustained by any SGLR Entity by reason of the death of or injury to any person or damage to any property arising out of or resulting from the use, repair, renewal or removal of the Utility by COUNTY, its contractors, agents or employees, whether any such liability, loss, cost or expense is based on tort, contract, equitable theory or any other grounds. If a claim is made or an action is brought against either party to this Agreement and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified. If the COUNTY fails or refuses to timely defend an action brought against the SGLR Entities which the COUNTY is obligated to defend pursuant to this agreement, the SGLR Entities may defend the cause at the expense of the COUNTY upon notice to the COUNTY that such action is being taken.

(d) COUNTY shall require any of its third party contractors performing work, related to this License, and working on the premises, sign Exhibit "C" herein and furnish the original to SGLR prior to the commencement of any work, and provide AAR Form railroad protective public liability insurance providing for a limit of not less than Two Million Dollars (\$2,000,000) with respect to damages arising out of bodily injury to or death of one person, and, subject to that limit for each person, a total limit of Six Million Dollars (\$6,000,000) for all damages arising out of bodily injury to or death of two or more persons in any one accident and for property damage for any one accident and for the duration of this Agreement comprehensive general public liability and property damage coverage as per Insurance Service Office form CG001 with broad form endorsement or equivalent with a limit of not less than Five Million Dollars (\$5,000,000)

combined single limit. Coverage is to include underground work and contractual liability with Insurance Service Office endorsement CG2417 or provide equivalent coverage. In no event shall there be any subrogation against SGLR. The AAR Form Policy shall be issued in the name of SGLR and the original of that policy shall be in the hands of SGLR prior to the commencement of any work. SGLR shall be named as additional insured on all other policies.

9. Assignment of this Agreement by the COUNTY to any other entity shall only be done with the approval of SGLR. SGLR will cooperate with the licensee should the COUNTY request assignment of the Agreement. Any assignment will in no event place SGLR in any different position than the terms of this Agreement provide. In particular, without limiting the foregoing, any successor to COUNTY shall undertake all of the obligations of this Agreement. Any and all expense associated with assignment of this Agreement to any other entity at any time will be borne by the COUNTY. Upon assignment, the COUNTY shall be released from all continuing obligations and liabilities of this Agreement, except any obligations or liabilities arising out of acts occurring prior to the date and time of any assignment.

10. All costs and expenses in connection with the construction, maintenance, repair, alteration, renewal, relocation or removal of the Utility shall be borne by COUNTY, and in the event of work being performed or materials furnished by SGLR pursuant to this Agreement, COUNTY agrees to pay to SGLR the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material, management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by SGLR for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers' liability insurance, public liability insurance, and other insurance, taxes and all other indirect expenses. In the alternative SGLR may choose to bill at the "AAR Labor Rate" then in effect. It is to be understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees or contractors of SGLR.

11. (a) COUNTY, shall, at its sole cost and expense within thirty (30) days of written request from SGLR, or within such additional period as may be necessary to enable COUNTY, exercising due diligence, to procure all necessary governmental permits, change the location of the Utility insofar as it is located over, upon or in the Property or Rail Facilities of SGLR to another location to permit and accommodate changes of grade or alignment and improvement in or additions to the Property or Rail Facilities of SGLR upon land now or hereafter owned or used by SGLR. Said construction shall at all times comply with the terms and conditions of this Agreement with respect to the original construction except as to location of the Utility. In the event of the lease, sale or disposal of the Property or Rail Facilities or any part thereof affected by this License, then COUNTY shall make such adjustments or relocations in the portion of the Utility over, upon, or in the Property and Rail Facilities of SGLR as may be required by SGLR or any of its grantees. If COUNTY shall fail or refuse to comply therewith, then SGLR may make such repairs or adjustments or changes in location and provide necessary material therefore, at the sole cost and expense of COUNTY.

(b) SGLR reserves the right at any time, if it so desires, to construct an additional track or tracks across the Utility; in such event, COUNTY, at its sole cost and expense, shall relocate or encase the Utility as directed by SGLR to avoid interference with the new track alignment.

12. COUNTY will be responsible for any settlement caused to the roadbed, right-of-way and/or tracks, facilities and appurtenances of SGLR arising solely from or as a result of the installation of the Utility, and COUNTY agrees to pay SGLR upon receipt of a proper invoice, the full cost and reasonable expense of repairing or restoring SGLR's facilities.

13. Upon the removal or abandonment of the Utility, all the rights of COUNTY hereunder shall cease and terminate, and this instrument shall thereupon become and be null and void, without any liability on the part of either party to the other party except only as to any charges and liability accrued prior thereto, and the obligation of COUNTY at SGLR's request to remove its Utility from SGLR's property. All property of SGLR shall be restored in good condition and to the satisfaction of SGLR. If COUNTY fails or refuses to remove their Utility and appurtenances under the foregoing conditions, SGLR may do so at the cost and expense of COUNTY, and SGLR shall not be liable in any manner to COUNTY for said removal.

14. As part of the consideration of this Agreement, COUNTY covenants and agrees that no assessments, taxes or charges of any kind shall be made against SGLR or its property by reason of the construction of the Utility of COUNTY, COUNTY further covenants and agrees to pay SGLR promptly upon bills rendered therefore the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against SGLR or its respective property by reason of this license or the construction or maintenance of the Utility.

15. This Agreement may terminate if COUNTY is in default of any of the provisions of this Agreement. In the event COUNTY is in default of any of the provisions herein, SGLR shall give COUNTY notice thereof and a reasonable opportunity to cure the default. If after a reasonable time COUNTY fails to cure the default, or take reasonable steps to cure the default, SGLR shall give COUNTY written notice of its intent to terminate this Agreement 30 days following receipt of the written notice and this Agreement, and all rights and obligations herein, shall terminate except for the provisions of Paragraph 12.

16. The License conferred hereby shall only be for the benefit of COUNTY and their grantees, successors, and assigns.

17. COUNTY understands that this Agreement does not allow COUNTY to install or permit the installation of any other utility within the limits of the crossing.

18. (a) In consideration of the License hereby granted, COUNTY shall pay SGLR, prior to the execution of this Agreement, a fee of Seven Thousand Five Hundred Dollars (\$7,500) to cover SGLR's legal and administrative costs in preparing and reviewing this Agreement ("Preparation Fee"), receipt of which is hereby acknowledged. COUNTY shall also pay SGLR upon execution of this agreement Five Thousand Nine Hundred Seventy Six Dollars (\$5,976.00) per year ("**Base Rent**"), plus applicable taxes, payable annually, the first year's rent payable upon execution of this agreement. The annual Base Rent payment thereafter shall be due at the beginning of each subsequent year of the License, subject to the annual adjustment as provided in section 18(b) herein. For the installation of the utility there will be a minimum charge of \$3,160.00 for engineering services, inspection services, and flag protection for two (2) man days as outlined on the SGLR Rate Schedule, also payable upon execution of this Agreement. Any additional days needed will be billed to COUNTY at the rate of \$1,580.00 per day.

(b) For subsequent years during the initial term, the Base Rent shall be increased, using a formula based on the annual rent, in accordance with the increase in the Consumer Price Index - using as the base, the index for the initial year of this Lease. In the event such index shall no longer be published, then another price index generally recognized as authoritative shall be substituted by SGLR. The CPI increase shall be no less than 4.0% per annum. The Base Rent will be adjusted each year on the anniversary date of the execution of this Lease and will be payable together with any adjustments annually as provided for in Section 18(a).

19. The terms of this Agreement shall be binding and effective upon the parties hereto, and unless

and until terminated, as hereinbefore provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto their successors and assigns provided, however, that this Agreement may not be assigned without the prior written consent of SGLR.

20. Any correspondence in connection with the contents of this Agreement should be addressed.

If to SGLR:

**Seminole Gulf Railway, LP
4110 Center Pointe Drive, Suite 207
Fort Myers, Florida 33916
Attn: President
Phone: 239/275-6060
Fax: 239/275-0581**

If to COUNTY:

**Charlotte County Government
18500 Murdock Circle
Port Charlotte, Florida 33948
Phone: 941/743-1372**

SIGNATURES ON NEXT PAGE

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

CHARLOTTE COUNTY GOVERNMENT

ATTEST:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Address: _____

APPROVED AS TO FORM:

By: _____

County Attorney

SEMINOLE GULF RAILWAY, LP

By it's General Partner

SEMINOLE GULF RAILWAY, Inc.

By: _____

G. Bruce Fay
President

Witness: _____

Name: _____

Date: _____

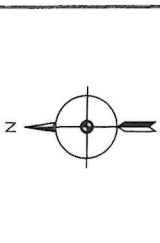
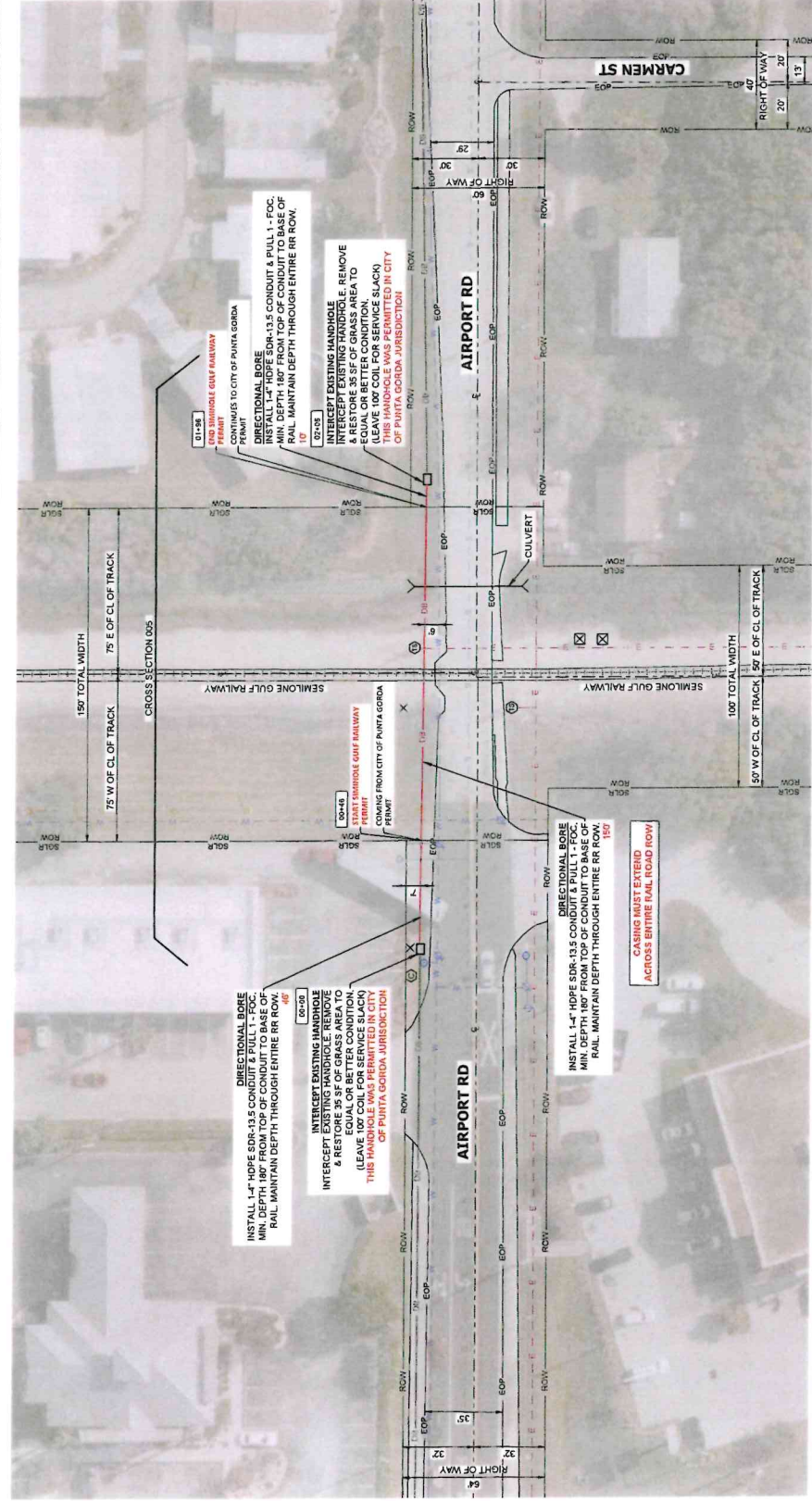
Address: _____

Witness: _____

Name: _____

Address: _____

EXHIBIT "A"



811
Know what's below.
Call before you dig.

PLEASE NOTE: ANY CITY OR COUNTY WITHIN THE PROJECT AREA THAT HAS A PUBLIC UTILITY OR RECORDING DEPARTMENT SHOULD BE NOTIFIED OF THIS PROJECT PRIOR TO CONSTRUCTION. THE CITY OF PUNTA GORDA, FLORIDA, IS THE RECORDING JURISDICTION FOR THIS PROJECT. THE CITY OF PUNTA GORDA, FLORIDA, IS THE RECORDING JURISDICTION FOR THIS PROJECT.

INTELLIGENT INFRASTRUCTURE SOLUTIONS

SITE NAME: BURNT STORE W/PT FIBER PROJECT

DRAWN BY: GENXC

CHECKED BY: JUAN M. GARCIA

DRAWING DATE: 6/17/2024

REVISIONS:

NO	DATE	DESCRIPTION	BY	UD
1	6/17/2024	ORIGINAL SUBMITAL		

SHEET TITLE: CONSTRUCTION DRAWING

SCALE: 1"=50'

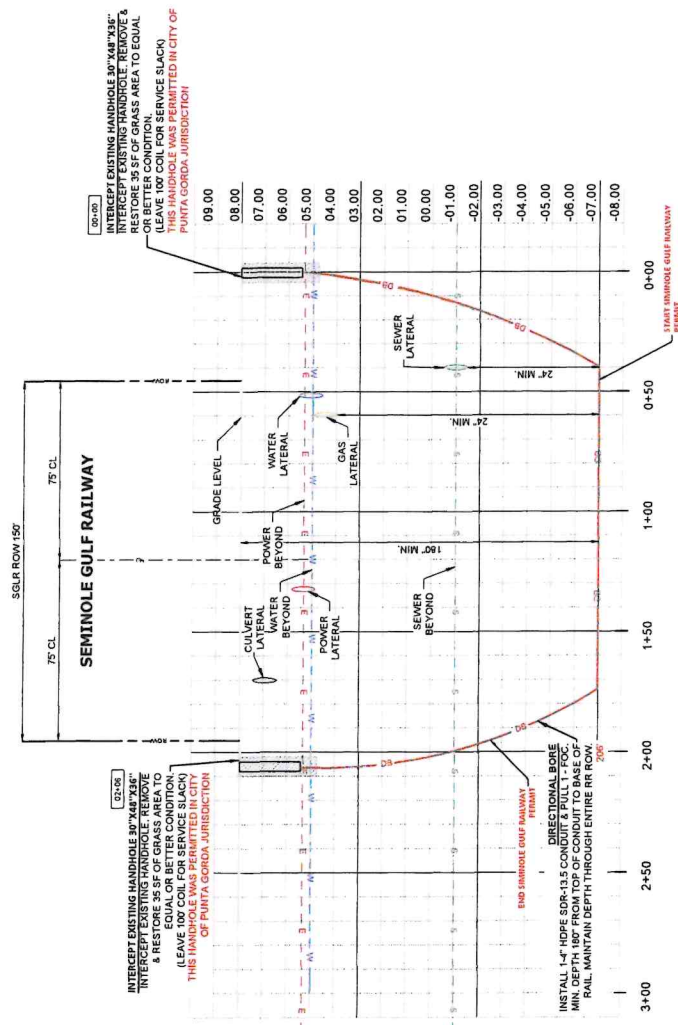
SHEET: 004 OF 013

MATERIAL LIST

UNIT DESCRIPTION	QUANTITY	UNIT
PROPOSED FOC INSIDE CONDUIT	206	FT.
FOC SLACK STORAGE IN HH	200	FT.
FOC THROUGH EXISTING CONDUIT	-	FT.
DIRECTIONAL BORE (1.4\" HOPE SDR13.5	206	FT.
CONDUIT THROUGH EXISTING CONDUIT	-	FT.
TOTAL HOPE SDR13.5 CONDUIT'S	206	FT.
NEW 24\"X36\"X24\" HANDHOLE	-	EA.
NEW 50\"X48\" GROUND ROD	-	EA.
REMOVE & RESTORE GRASS AREA	-	SF.
REMOVE & RESTORE CONCRETE AREA	-	SF.
REMOVE & RESTORE ASPHALT AREA	-	SF.

EXHIBIT "A"

PROFILE - AIRPORT RD
 HORIZONTAL SCALE 1"=50'
 VERTICAL SCALE 1"=5'



02+06 INTERCEPT EXISTING HANDHOLE BY "V" TYPE" INTERCEPT EXISTING HANDHOLE, REMOVE & RESTORE 35 SF OF GRASS AREA TO EQUAL OR BETTER CONDITION. LEAVE 100' COIL FOR SERVICE SLACK. THIS HANDHOLE WAS PERMITTED IN CITY OF PUNTA GORDA JURISDICTION.

02+06 INTERCEPT EXISTING HANDHOLE BY "V" TYPE" INTERCEPT EXISTING HANDHOLE, REMOVE & RESTORE 35 SF OF GRASS AREA TO EQUAL OR BETTER CONDITION. LEAVE 100' COIL FOR SERVICE SLACK. THIS HANDHOLE WAS PERMITTED IN CITY OF PUNTA GORDA JURISDICTION.

02+06 END DIRECTIONAL BORE
 02+06 EXISTING HANDHOLE
 0+00 BEGIN DIRECTIONAL BORE
 0+00 EXISTING HANDHOLE

NOTES:
 - NO ELEVATION RECORDS AVAILABLE, CONTRACTOR SHALL VERIFY DEPTH BEFORE BORING.



811
 Keep us in the know. Call before you dig.

THIS DRAWING IS CONSIDERED VOID UNLESS THE 811 CALL HAS BEEN MADE AND THE LOCATION OF ALL UTILITIES HAS BEEN VERIFIED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES PRIOR TO ANY EXCAVATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

INTELLIGENT INFRASTRUCTURE SOLUTIONS

SITE NAME
 BURNT STORE WWTP FIBER PROJECT

DRAWN BY
 GENXC

CHECKED BY
 JUAN M. GARCIA

DRAWING DATE
 6/17/2024

NO.	DATE	DESCRIPTION	BY
1	6/17/2024	ORIGINAL SUBMITTAL	JM

SHEET TITLE	SCALE	SHEET	OF
PROFILE	N.T.S.	0044	013

NO EXHIBIT "B"

**EXHIBIT "C"
RELEASE AND INDEMNIFICATION**

FOR VALUE RECEIVED, and in consideration of being authorized by Seminole Gulf Railway LP, a Delaware limited partnership ("SGLR") to enter upon the property of SGLR in the performance of the contract between the undersigned contractor _____, whose address is _____ (the "CONTRACTOR") and CHARLOTTE COUNTY GOVERNMENT ("COUNTY"), which is a political subdivision of the State of Florida, with respect to the construction and maintenance and the usual appurtenances thereto which traverses the railroad lines of SGLR (the "Utility") pursuant to the Agreement attached hereto as Exhibit "A" (the "Agreement"), the undersigned, intending to be legally bound, agree as follows:

1. CONTRACTOR will comply with all the obligations of COUNTY with respect to construction and maintenance of the Utility under the Agreement, including, without limitation, the provisions of Paragraph 3 thereof.
2. CONTRACTOR acknowledges and appreciates the risks and danger assumed and attendant upon the exercise of the permission granted hereunder, and assumes all risk of injury (including death) to itself, its officers, employees and agents, or to its property, occurring or arising while or resulting from being upon or about the property of SGLR, regardless of SGLR's fault or negligence.
3. CONTRACTOR, for itself and for its successors and assigns, agrees to release, indemnify, defend and save harmless SGLR and its respective officers, employees, agents, successors and assigns, from and against all damages, losses, claims, demands, suits, costs or expenses, including counsel fees, which SGLR may suffer or sustain, or be subject to, directly or indirectly, for personal injury, death or property damage suffered by anyone whomsoever (including SGLR and CONTRACTOR) and arising out of or caused either wholly or in part by the work performed on SGLR's property by the undersigned, regardless of the fault, failure or negligence of SGLR except for gross negligence.
4. In conformance with Section 725.06 Florida Statutes, to the extent it applies to this indemnity, the specific consideration given for the promises of the CONTRACTOR set forth in this Release and Indemnification is the right granted CONTRACTOR to perform work on SGLR's property, together with One Dollar (\$1.00) in hand paid by SGLR to CONTRACTOR, receipt whereof is hereby acknowledged, and the adequacy of which CONTRACTOR accepts as completely fulfilling the obligations of SGLR under the requirements of Section 725.06 Florida Statutes.
5. CONTRACTOR agrees to obtain the insurance specified in paragraph 8(d) of the Agreement. If any such insurance shall be provided on a claims-made basis, then in addition to the coverage requirements specified in paragraph 8(d) of the Agreement, CONTRACTOR agrees to make every effort to maintain similar insurance for at least two years following completion of the construction or maintenance of the Utility. If the insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with construction of the Utility.
6. CONTRACTOR is responsible for the provision and maintenance of all appropriate insurance.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this ___ day of _____, 20__.

ATTEST:

Title: _____

CONTRACTOR:

By: _____
Title: _____