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August 9, 2004
PUBLIC VERSIONS VIA: electronic filing
HIGHLY CONFIDENTIAL VIA: UPS overnight

Hon. Vernon A. Williams
Secretary
Surface Transportation Board
Mercury Building, #711
1925 K Street, N.W.
Washington, DC 20423-0001

Re: STB Docket No. AB-400 (Sub-No. 4)
Petition of Lee County, Florida for Waiver
Regarding Seminole Gulf Railway, L.P. Adverse
Abandonment in Lee County, Florida

Dear Secretary Williams:

Enclosed for filing in the above referenced proceeding is the Protest of Seminole Gulf Railway, together with three appendices. The electronic filing includes only the Public Version of Appendix A.

The original and 10 copies of the Highly Confidential version of Appendix A is being sent by overnight delivery for filing under seal in accordance with the protective order set forth in the Board's decision served on August 4, 2004.

Please time stamp the extra copy of this letter to indicate receipt of the Highly Confidential filing, and return it to me in the stamped, self-addressed envelope provided for your convenience.

Respectfully,



ERIC M. HOCKY

cc: Robert P. vom Eigen (by email and overnight courier)
Peter Shudtz (by email)
Keith Borman (by email)

GOLLATZ, GRIFFIN & EWING, P.C.

WEST CHESTER

PHILADELPHIA

WILMINGTON

Before the
SURFACE TRANSPORTATION BOARD

STB Docket No. AB-400 (Sub-No. 4)

SEMINOLE GULF RAILWAY, L.P.
- ADVERSE ABANDONMENT -
IN LEE COUNTY, FLORIDA

PROTEST OF SEMINOLE GULF RAILWAY, L.P.

APPENDIX B

Eric M. Hocky
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emhocky@ggelaw.com

Attorneys for Seminole Gulf
Railway, L.P.

Dated: August 9, 2004

Verified Statement
Of
G. Bruce Fay

My name is G. Bruce Fay. I am Vice President Engineering and Construction for Seminole Gulf Railway, a position I have held for the past five years. I have over fifteen years experience in the maintenance and construction of railroad track and structure. I am also Vice President of Bay Colony Railroad Corporation, a sister company located in Massachusetts. In these combined positions I am responsible for all property, facilities, bridge and track maintenance for over 200 miles of main line. I am also responsible for all new construction and rebuild of highway grade crossings, including the design, engineering, pricing and field project management of each project. My team and I complete one to three major crossings each quarter and usually also complete several smaller crossing projects each year. Over the past three months we have completed building a new double ended 1,100 foot side track for a new customer, rebuilt one divided highway crossing and will complete in August a new divided highway crossing and rebuilt a divided highway interstate access road. I am now scheduling a new divided highway under contract in south Lee County for completion in late 2004. We also have in engineering several highway projects in Massachusetts.

After receipt of a request from Lee County in October, 2003 for a price to install a new railroad crossing through expanded Alico Road, I began an engineering analysis of how such a crossing could be built under rail and highway traffic on the alignment and grade the County chose. Of particular note was the length of the crossing area to be built (315 feet), the track alignment with curves at each end of the crossing within the highway surface area, and the acute angle of the railroad to the roadway alignment. In addition I know that Alico Road is a heavy, high volume truck route. The truck speeds (today 45-50 MPH, new road estimated to be 45-60 MPH) create heavy impacts on road surface elements. I installed three Parkco rubber crossings in 1988-89 at Seminole Gulf's crossings of Alico Road. The truck traffic had heavily damaged most of these surfaces by 2000. Without the road widening project, Lee County would otherwise be faced with replacing these crossings and performing a mill and pave project on Alico Road generally in order to maintain a safe highway surface. In light of the truck impact on the highway surface on Alico, I focused my efforts on developing a crossing which would best withstand the truck impacts and last longer than 12 to 15 years.

The highway-track grade crossing price was presented to Lee County in the form of a fixed price proposal on December 9, 2003, about six weeks after the County's request. The price quoted to build the crossing was \$795,970, good until March 9, 2004. The product proposed for this price consisted of one 315 foot crossing (at Alico Road), one sidewalk crossing, and two twenty-four foot crossings (at Alico Center Road and the FPL access road), together with associated drainage construction and a heavy duty highway foundation. Of particular note the main crossing was designed with steel ties, hard granite ballast, fabric mats to control moisture penetration, full depth concrete highway surface and other heavy duty features similar to heavy duty truck traffic oriented crossings now

installed in the Port of Houston, TX. Lee County never replied to my knowledge to this proposal or asked any questions about less heavy duty alternatives.

I have recently reviewed what changes can be made in our proposal to Lee County which would help their economics. There are two major engineering changes that can be made. These are (1) the elimination of the heavy duty truck volume related features of steel ties and granite ballast and (2) the elimination of the full depth rubber surface. Also, the scope can be changed to eliminate the two additional two-lane crossings from the project. The sidewalk continues to be part of my project plans. In place of the steel ties we can use hardwood "Durawood" ties, a product we have recently started to use elsewhere with good results. The hard granite ballast from Georgia can be replaced with local softer limestone mined on Alico Road. In place of the concrete highway surface, I am now proposing using asphalt in combination with a new product by Performance Polymers, Inc. called "Advantage Railseal". This virgin rubber product announced in December 2003 should meet or exceed the life cycle goals for the road, while providing a smooth highway surface. The asphalt in the gauge between the rails will be furnished by Seminole Gulf as part of the project. As a result there is no change in work scope for Lee County's highway contractor.

These changes result in a new price to Lee County of \$405,309 to build the crossing. This will allow continued rail service on the remainder of the Baker Spur. This is a savings to the County of \$390,661. I note that Lee County's Engineer, Mr. Donald DeBarry believes in his verified statement in this proceeding that to build the road in place of the railroad grade crossing for just the main Alico Road crossing will cost at least \$300,000. This is supported in his work papers produced in discovery. Interestingly, his response in the interrogatories (Question 8, page 7) he states the cost to remove Gator and Haitian Roads may be \$50,000 each. He does not mention Alico Center Road or the FPL Road crossings, both in the adverse abandonment area. His testimony apparently is that the total cost of road installation in lieu of the railroad is \$500,000. (In the alternative his answer may be the cost for removal of all four crossings is \$50,000.) In any event, the discovery answers disclose the County has never asked its highway contractor for a price to build all the highway elements we would be building for them under our proposal.

Mr. DeBarry also states that Lee County will incur a financial penalty of \$1,500 per day payable to the highway contract for each day the County delays the road completion after November 19, 2004. Any implication that Seminole Gulf is delaying the project is false. I stand ready to construct the highway grade crossing under the terms of our 1988 agreement with the County as soon as the County authorizes us to proceed. Seminole Gulf will expedite the project. If the go ahead is received by September 1, 2004, I believe we can get the contractor out of there on time. If this case and any appeals thereafter extend more than 37 days beyond November 19, 2004, it will be less expensive for the County to simply build the crossing than continue the case. ($\$405,309 \text{ cost less alternative payment of } \$350,000 \text{ to highway contractor} = \$55,309 \div \$1,500 = 37 \text{ days}$). The J.J. Taylor lease of the current rail served building doesn't expire until January 5, 2005. Even if Seminole Gulf willingly removed the railroad promptly after cessation of rail service to J.J. Taylor, at least about sixty days will have passed after November 19,

2004, wiping out any savings the County is claiming, including the signaling costs shown in Mr. Neeves verified statement.

Mr. Neeves with Seminole Gulf has separately provided the signal system savings possible by reusing as much of the existing hardware as is possible. His revised estimate for the signal work is \$128,481. I support this design approach and the savings it creates.

Separate from the crossing work, Lee County asked for a price to remove and replace the J.J. Taylor sidetrack in order for them to build a new culvert under the track similar to those culverts being built under adjacent roads. As part of our December 2003 submission to the County we gave them a price of \$108,207 to do this work. The County's contractor bid \$130,000 to build just the structure after the railroad removed the existing overburden, resulting in a total cost of \$238,207. Because the existing railroad sidetrack into J.J. Taylor is on a wide fill at an angle to the drainage ditch, a substantial amount of earth must be removed and ultimately replaced and compacted. There already exists a working drainage pipe under the railroad fill. The new County proposed box culvert would increase the existing flow capacity. I inspected this site on August 3, 2004 after several days of significant heavy rains. The existing structure was handling the flow and working fine. (See Photo Nos. 10-12 of the existing culvert before and after heavy rains attached to the Verified Statement of Michael E. Curley.) If the County wishes to increase flow capacity, it would be significantly less costly for the County to "jack and bore" in one or more additional pipes under the track structure together with headwalls rather than disturb the railroad fill. In a similar project for another nearby county, a contractor is installing a 36"x 100 foot jack and bore culvert under our railroad and performing other related work for a total cost of \$48,326 including the railroad's portion of the work. In any event, any cost associated with this culvert should in no way be used as economic justification for the adverse abandonment. The size of its price tag is of the County's choosing, not ours.

I have also examined the cost to Seminole Gulf to remove our rail line if the STB grants, and the courts uphold, the forced abandonment by Lee County of about 4,200 feet of the Baker Spur. Seminole Gulf will incur a net out of pocket cost of \$65,918 to remove its track and signals and leave a clean right of way. The elements of this net cost are detailed in an attached exhibit. While the track structure as it sits in place is in good condition and can economically be kept in good repair for a number of years, the cost to remove it far exceeds its scrap market value. The rail is an eighty-five pound Dudley section, not compatible with other eighty-five pound ASCE rail common elsewhere. While in the past Seminole Gulf has used some of this rail from the prior abandoned section of this line, most of the rail previously taken up was sold at scrap value. The ties while generally good for current use in place are too old to be of relay quality. Because of environmental issues, the landscape reuse market alternative for ties is very limited. A major cost is the land fill disposal of the ties and miscellaneous scrap. The negative net salvage value is not unusual in my experience for a small railroad take up job with almost no reusable materials.

In summary, Seminole Gulf is willing to install the Alico Road highway surface for \$405,309 and the signals for \$128,481 as described in this statement. We do not believe the work scope for the previously quoted County requested culvert work is necessary. Seminole Gulf will incur an out of pocket cost of \$65,918 to remove the line.

It will cost the County at least \$350,000 to do the highway work otherwise encompassed in our costs. This cost together with penalty delays that could be due the contractor makes keeping the railroad a less expensive choice.

VERIFICATION

I, G. Bruce Fay, verify under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this verified statement in Seminole Gulf Railway, L.P. – Adverse Abandonment – In Lee County, FL, STB Docket No. AB-400 (Sub-No. 4).

Executed on August 6, 2004.

G. Bruce Fay

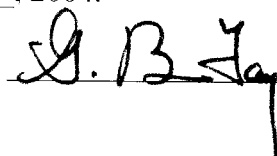
A handwritten signature in black ink, appearing to read "G. B. Fay", is written over a horizontal line.

Exhibit I

Cost to Remove Adversely Abandoned Portion of Baker Spur

Assumptions:

- Removal of about 4,200 track feet of main track and 200 feet of siding
- Removal of Haitian, Gator, FPL, Alico Center, and Alico #3 crossings
- Removal of Alico #3 crossing signals, gates, cables, equipment housing
- Removal of two new monopole billboards by others
- Removal or relocation of utilities by others

Material Value:

(all scrap)

Rail 85# Dudley 254 rail lengths	238,000 lbs
Single shoulder tie plates 4,800	33,600 lbs
85# Dudley joint bars 254 pair	3,581 lbs
Other track material 9,600 small spikes	4,160 lbs
1,016 bolts	<u>1,016 lbs</u>
Total weight	284,741 lbs

Quoted Value @ \$2.50 per 100# FOB Fort Myers

Gross Salvage Value of Track Materials	\$ 7,118
Gross reuse value of Signal Equipment	<u>5,000</u>
Total Gross Salvage Value of Line Segment	\$ 12,118

Cost to Remove:

80 Crew Hours, 3 men @ \$295 per crew hour incl. vehicles	\$ 23,600
Heavy Equipment	5,076
Spike Puller	\$ 713
Front End Loader	778
Skidder	525
Trackhoe	2,800
Attachments	<u>260</u>
	\$5,076
Tie Disposal 680 cubic yards, 1 ton per yd.	33,490
Dumpster boxes @ \$285 per pull	\$ 9,690
Disposal Fee @ \$35 per ton	<u>23,800</u>
	\$33,490
Transportation of steel to scrap yard 12 truckloads @ \$250 ea.	3,000
Signal System removal	12,870
48 Crew Hours, 2 men @ \$200 per crew hour incl. vehicles	\$ 9,600
Crane 2 days @ \$1,000 per day	2,000
Scrap disposal	<u>1,270</u>
	\$12,870
Total Cost to Remove	\$78,036
Net Salvage Value of Line Adversely Abandoned	(\$65,918)

VERIFIED STATEMENT
OF
HARRY E. NEEVES

My name is Harry E. Neeves, Vice President of Engineering and Real Estate for Seminole Gulf Railway LP ("SGLR"). My responsibilities include signal design and engineering, management of the Engineering and Real Estate Departments, coordination and creation of rights-of-way agreements for real estate, highway grade crossings, and utilities that cross over or under our railroad. I assist in project scheduling and material acquisition. I also represent the railroad as the liaison between Governmental agencies, other public entities and municipalities, and regulatory agencies. I also deal with private businesses and utility companies. I have been in the employ of SGLR for just over ten years.

My prior railroad experience includes that which was derived from my employment with Consolidated Rail Corporation ("CONRAIL"). My employment with Conrail was from 1976 to 1994. It was with Conrail that I became experienced in all phases of signal engineering and design, signal and grade crossing construction and installation, and project management. I held positions of Signalman, Inspector, Foreman, Supervisor of Construction, Material Engineer and Project Engineer. I have expertise in all facets of railroad maintenance and construction. My primary area of that expertise lies in signals and communications. I successfully completed six courses in Columbus Ohio, and attended numerous seminars and classes sponsored by Conrail. My practical experience combined with my training qualifies me under FRA guidelines as an "Inspector of Signals".

WIDENING PROJECT ON ALICO ROAD:

On February 2, 2000 I met with Saeed Kazemi, an Engineer with Lee County. Mr. Kazemi has since taken a position with the City of Fort Myers as the City Engineer. Mr. Kazemi informed me that a project to widen Alico Road was underway. At that meeting we discussed various engineering adjustments, clearances, signal issues, easement issues etc. that would need implementation in order to interface with the roadway design. We also discussed the installation of culverts and other utilities that would be impacted by this undertaking. The meeting as I recall was also attended by other Lee County personnel and a representative from Hole, Montes Inc. Hole, Montes Inc. was the engineering firm hired by the County to design the new roadway. The name of that representative is Walt Gilcher. At the meeting I brought up the fact that the original signal installation at the Alico # 3 crossing (the crossing that is the focus of this proceeding) was funded by the Florida Department of Transportation. In fact I mentioned that all three signal installations on Alico Road were funded by the Department. I suggested they look into a request for funding as part of the Signal Safety Program. I was informed that the County did not have the time to look into funding as the project was on the fast track. Of course the project did not get underway until three years after that meeting. I have included copies of all three of the original FDOT agreements for Alico

Road with this statement. They are attached and labeled Exhibit "A1" (Alico # 1) EXHIBIT "A2" (Alico # 2) and EXHIBIT "A3" (Alico # 3).

Although there may have been informal discussions relative to the Alico Road widening project from time to time with various Lee County employees, to the best of my recollection no further formal discussions occurred until I received a letter from Nicole Maxey of Lee County dated May 9, 2003. Nicole was the assigned Project Engineer for the Alico widening. In that letter she included a standard application for permit. This was to be for a waterline running under our track and to be installed by the road contractor. An agreement was prepared for the waterline and that agreement was subsequently signed and the waterline was installed.

Construction for the widening of Alico Road commenced in June of 2003. After construction began there was a series of E-Mails and phone calls limited to the requirements of the contractor working on or near the active rail line. On June 19, 2003 I received a letter from Nicole Maxey regarding the insurance requirements for the contractor. Attached to that letter were copies of Insurance certificates covering Pheonix Construction, Inc. and their work on or about the active railroad spur.

On September 23, 2003 I received a letter from Ms. Maxey requesting an agreement and estimate for two box culverts. An estimate was prepared but the installation was put on hold.

On October 14, 2003 I attended a meeting at Johnson Engineering headquarters on Alico Road. This meeting was to discuss the contractor working on the railroad right-of-way, flagging and inspection issues, restoration of railroad right-of-way etc. At a side meeting with Ms. Maxey I again mentioned the possibility of F.D.O.T. funding, I recall once again a lack of response.

On October 15, 2003 I received a letter from Ms. Maxey requesting a cost estimate for the improvements necessary to interface with the new roadway design at Alico crossing # 3. She stated in her letter that this estimate was to be prepared in accordance with the Easement Agreement between Seminole Gulf Railway and Lee County dated September 14, 1988. A copy of that Easement Agreement is attached to this statement and labeled EXHIBIT "D". Accompanying the letter dated October 15, 2003 were a set of drawings dated March of 2000. Upon receipt of these drawings our engineering department began a review only to discover conflicts with the design that made it difficult to formulate an accurate estimate. I called Ms. Maxey and related some of problems with the design and we agreed to meet the following week.

Using E-Mail, we set up a meeting between Nicole Maxey, from Lee County, G. Bruce Fay of Seminole Gulf Railway and me. That meeting took place on Thursday October 30, 2003. The meeting was on-site at Alico Road. We discussed the Box Culverts under Miller Brands siding, Alico # 3 Widening Project, Alico # 3 crossing improvements, crossing improvements to the Florida Power and Light crossing, crossing improvements at Alico Center Road, maintenance of traffic during construction, the roadway

construction schedule, adjacent roadway issues and qualifications of contractors relative to the Railway Workers Protection Act. We fully outlined to Ms. Maxey at that meeting what the scope of material, labor and equipment was that the County would receive upon installation of the crossing surface and signals. We explained that the new signals would be state of the art and include the latest technology. The County would be getting combination gate and cantilever signals that would meet and exceed all State and Federal standards. She seemed pleased with that scenario and with the methodology with which the Railroad portion of the work was to be performed. On November 17, 2003 Ms. Maxey and I had another meeting about some design changes that would be needed on Alico Road # 3 for the signal installation. At that time Ms. Maxey informed me that she would see that the necessary changes would be made during the construction process to facilitate our signal installation.

November 24, 2003 I received a letter from Ms. Maxey that was a follow up to our meeting of November 17, 2003. In that letter she once again requested an estimate of the costs involved for the improvements at Alico Road #3.

On December 23, 2003, I met with Ms. Maxey to present her with proposal from Seminole Gulf Railway. My main contribution to that proposal was the signal design and procurement. I designed the signals in such a way as to meet all Federal and State requirements, and to provide the maximum level of safety to the motoring public. The signals would be of the highest quality, current design, and engineering to provide a fail-safe signal system for the County. I also included in our proposal the labor necessary to move and reuse the existing Alico Road # 3 signals at Alico Center Road, to offer a secure level of protection at that crossing to the South. Reuse of the existing signals would save the County the additional expense of having to signalize that crossing in the future.

The full proposal also outlined other costs of the anticipated improvements to Alico # 3 including, but not limited to, the installation of the new highway grade crossing surface. Also included in those costs were a number of other improvements to the surface of two other crossings that lie just to the North and South of Alico # 3. Improvements to the crossings were deemed necessary because the adjacent crossings were an integral part of the approach to Alico # 3. Proper surfacing through those crossings would be necessary to create a working transition into the Alico # 3 crossing. I asked at that meeting if the County had looked in to the F.D.O.T. funding. As I recall Ms. Maxey expressed the urgent need to get the project completed. This indicated to me that the County did not feel that they had enough time to pursue any outside funding. Also included in the proposal were the costs for labor and equipment to perform the railroad's portion of an open cut of the Miller Brands siding. This was to facilitate the installation of the County's box culverts at that location.

If the County had approached the Florida Department of Transportation for funding at the onset, they probably would have gotten on the Signal Safety Program list. I have attached a copy of an E-Mail from Arlene Barnes, F.D.O.T. Rail Administrator, to this statement as EXHIBIT "B", this E-Mail relates to the Signal Safety Program for 2004 - 2005 and

attached to the exhibit you will find a list of crossings under current review. I have also attached a copy of the F.D.O.T. Signal Safety Program list to this statement as EXHIBIT "C". This list shows two of the crossings on Seminole Gulf Railway that are to be upgraded under the Signal Safety Program. It is important to note that neither crossing is on the State roadway system. One crossing belongs to the City of Fort Myers (Cranford Avenue) and the other belongs to the City of Sarasota (Martin Luther King Blvd.). I might add that the Cranford Avenue crossing in Fort Myers was completed August 24, 2000. The signals at Cranford Avenue were a new installation of signals and gates. The Signals were funded solely by F.D.O.T. leaving the City responsible for annual maintenance. The Florida Department of Transportation Signal Safety Program is funded in part under the Federal Highway Program. It is never too late to get on the list, and I am sure the County could still apply for such funding. The application could be submitted for a complete installation or a partial upgrade utilizing the existing signals. I have been successful in the past, while working with the F.D.O.T. District 1 rail office, in securing the funding for similar projects under the Signal Safety Program.

After the proposal reflecting the costs of the improvements to the Alico # 3 crossing was presented to the County on December 23, 2003, we heard nothing further. On March 9, 2004 the time limit for a response from the County on the proposal ran out. On March 17, 2004, in as much as our proposal was valid until March 9, 2004 and I was concerned about the lack of response from the County, I sent a letter to Nicole Maxey to ask if she was in need of a revised quote. At no time did Ms. Maxey or any other representative from Lee County inquire as to the upgrade of the existing signals at Alico Road # 3. In light of the reduced rail traffic on the line, I am sure an upgrade of the existing signals would have been an attractive option. This could reflect a sizable savings to the County. Similarly, no one has ever inquired as to the possibility of the installation of a less capital intensive crossing surface. This would have an impact on the quality of the crossing surface and its long term maintenance costs, but would most definitely result in a reduction of the overall initial cost.

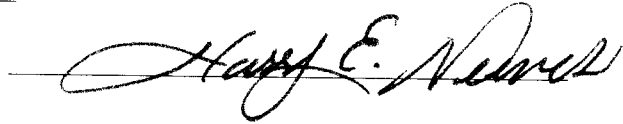
The original Proposal contained a cost of \$ 201,307.00 for the signal portion of the project. This cost for signals is less than 18.5% of the total project cost. As I have stated before this would have given the County an entirely new signal system at that location. It would also have allowed the County to use the existing signals at Alico Center Road. If the County would like us to revisit the signal estimate as an upgrade, they only need ask. The upgrade of the existing signals would include two new combination gate and flasher poles w/ gates, for the center median. It would also include all new wires and cabling, Repositioning of the existing signals, rewiring of the relay case and the addition of several new components (Bells, Batteries, Relays etc.). This upgrade would cost the County about \$ 128,500.00. This option represents a savings of about \$ 73,000.00 to the County, but without the cantilever signals, it does not provide the same level of safety, aesthetics, and longevity that the newer system would.

VERIFICATION

I, Harry E. Neeves, verify under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this verified statement in Seminole Gulf Railway, L.P. – Adverse Abandonment – In Lee County, FL, STB Docket No. AB-400 (Sub-No. 4).

Executed on August 6th, 2004.

Harry E. Neeves

A handwritten signature in black ink, appearing to read "Harry E. Neeves", written over a horizontal line.

FORM 722-39(SCL)
1-80
PAGE 1 OF 3

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DIVISION OF ROAD OPERATIONS

RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES
AND FUTURE RESPONSIBILITY

Contract No.: 5530

(County)

SCL 34482

COUNTY	SECTION	UTILITY JOB NO.	STATE ROAD NO.	COUNTY NAME	PARCEL & R/W JOB NO.	F.A.P. NO.
12	502	6902	(Alico Rd.)	Lee	1 (SIGM)	RRS-0006 (73)

THIS AGREEMENT, made and entered into this 10 day of JUNE, 1982, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Seaboard Coast Line Railroad Co., a corporation, with its principal place of business in the City of Jacksonville, County of Duval, State of Florida, hereinafter called the COMPANY; and Lee County, a political subdivision of the State of Florida, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the State Highway System, designated by the DEPARTMENT as Job No. 12502-6902, between U.S. 41 and I-75, which crosses at grade the right-of-way and tracks of the ~~COMPANY'S~~ COMPANY'S Milepost AX-975.78, FDOT/AAR Crossing Number 623488-P, at or near Esteros, Florida, as shown on DEPARTMENT's Plan Sheet No. One, attached hereto as part hereof; and

WHEREAS, the work contemplated hereunder is subject to the provisions of the Federal Highway Administration Federal Aid Highway Program Manual, Volume 1, Chapter 4 Section 3 (FHPM 1-4-3), as amended, and Federal Aid Highway Program Manual, Volume 6, Chapter 6, Section 2, Subsection 1 (FHPM 6-6-2-1), as amended, and DEPARTMENT'S Rule 14-46.02, Florida Administrative Code, as amended.

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

A. The COMPANY shall:

1. Install by its own forces, with supervision and approval of the DEPARTMENT, at an estimated cost of \$57,000.00, itemization of which is attached hereto, automatic railroad grade crossing traffic control devices, hereinafter called "Devices", at said location, in accordance with (1) the attached detailed statement of the work, plans and specifications; (2) the DEPARTMENT'S Plans and Standard Index Number 17882, and (3) FHPM 1-4-3 and FHPM 6-6-2-1, or Rule 14-46.02, all of which by reference are made a part hereof.

EXHIBIT "A" 1

FORM 722-39(SCL)
1-80
PAGE 2 OF 3

2. Provide protective services in accordance with U. S. Department of Transportation Manual of Uniform Traffic Control Devices during the performance of the work, as indicated in the attached plans and specifications, the cost of which is included in the attached cost estimate.

3. Render the DEPARTMENT a final bill, in accordance with applicable Federal or State regulations, within one hundred eighty (180) days from the completion date of the project, for all actual reimbursable identified charges including credits for salvage or betterments, if any, attributable to the project; and itemize all substantial charges in a form comparable to the charges contained in the cost estimate.

4. Operate and maintain said devices and perform any adjustment, relocation or replacement of said devices; the cost therefor shall be assumed or apportioned in accordance with Paragraph C below.

B. The DEPARTMENT shall:

1. Promptly reimburse the COMPANY for all actual costs attributable to the project, pursuant to Paragraph A.1., as billed by the COMPANY, pursuant to Paragraph A.3.

2. Retain ten percent from any progress payment.

C. The PARTIES agree:

1. That the cost for the operation and maintenance of the devices by the COMPANY shall be shared as follows:

(a) Fifty percent (50%) shall be borne by the COUNTY and fifty percent (50%) shall be borne by the COMPANY, in accordance with the attached Schedule of Annual Cost of Automatic Highway Grade Crossing Traffic Control Devices, subject to future revision.

2. The cost of any adjustment, relocation or replacement of said devices shall be assumed by the party initiating such action, unless otherwise provided for in this contract, existing contracts between the parties, or in existing contracts between one of the parties and a third party.

3. Each party does hereby indemnify and hold harmless each other from all liability, claims and judgments (including attorney's fees) arising out of work undertaken by any such party pursuant to this agreement, due to the negligent acts or omissions of their contractors, subcontractors, employees, agents or representatives, respectively, except as otherwise covered by bonds or insurance. This provision is a reciprocal covenant and in the event any portion hereof is found by a court of competent jurisdiction to be unenforceable, then this entire Article C.3. shall thereafter be unenforceable in all respects.

FORM 722-99(SCL)
1-80
PAGE 3 OF 3

4. Any provision contained in any existing contract relating to said crossing, whether between the parties hereto and/or third parties, shall be, and does, remain in full force and effect, except as otherwise provided herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: *Frank R. Gordon* (SEAL)
Director of Administration
ATTEST: *Louis J. Depon*
ACTING Executive Secretary

COMPANY: Seaboard Coast Line Railroad

BY: *R. D. Frame* (SEAL)
Chief Engineering Officer
ATTEST: *R. M. May*
Assistant Secretary

Lee COUNTY, FLORIDA
BY: *Frank C. W.* (SEAL)
(Title: Chairman)
ATTEST: *By John K. Hart, D.C.*
OFFICE OF COUNTY ATTORNEY

Approved as to Form, Legality and Execution
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Examined and Approved. 6/21/82

BY: *J. H. R.*
Assistant Attorney

John H. R.
Division Administrator
Federal Highway Administration

JUN 04 1982

FUNDS AVAILABLE
APPROVED - FISCAL

FORM 722-72
7-77
PAGE 1 OF 1

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DIVISION OF ROAD OPERATIONS
COUNTY RESOLUTION
GRADE CROSSING TRAFFIC CONTROL DEVICES AND
FUTURE RESPONSIBILITY

COUNTY	SECTION	UTILITY JOB NO.	STATE ROAD NO.	COUNTY NAME	PARCEL & R/W JOB NO.	F A P NO.
12	502	6902	(Alico Rd.)	Lee	1 (SIGM)	RRS-000S (78)

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES, AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES; PROVIDING FOR THE EXPENDITURE OF FUNDS, AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

RESOLUTION NO. 32-4-27

ON MOTION OF Commissioner Averill, seconded by Commissioner Scaffa, the following RESOLUTION was adopted:

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing or otherwise changing a portion of the State Highway System, between U.S. 41 and I-75, which shall call for the installation and maintenance of railroad grade crossing traffic control devices for railroad grade crossings over or near said highway.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF Lee COUNTY, FLORIDA:

That Lee County enter into a RAILROAD REIMBURSEMENT AGREEMENT with the State of Florida Department of Transportation and the SCL Railroad Company for the installation and maintenance of certain grade crossing traffic control devices designated as Job No. 12502-6902 on Alico Road which crosses the right of way and tracks of the Company at FDOT/AAR Crossing Number 623488-P located near Estero, Florida; and,

That the County assume its share of the costs for future maintenance and adjustment of said grade crossing traffic control devices as designated in Paragraph 2 of the RAILROAD REIMBURSEMENT AGREEMENT; and,
C.I. (a) & 2

That the Chairman and Clerk of the Board of County Commissioners be authorized to enter into such agreements with the State of Florida Department of Transportation and the SCL Railroad Company as herein described; and,

That this RESOLUTION shall take effect immediately upon adoption.

INTRODUCED AND PASSED by the Board of County Commissioners of Lee County, Florida, in regular session, this 28th day of April, 1982.

Saf Gamel, Ex-Officio Clerk
Board of County Commissioners

ATTEST: B. J. Kutz
Clerk of the Board of County Commissioners

Tim Averill
Chairman of the Board of County Commissioners

FORM 722-48
7-77
PAGE 1 OF 1

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DIVISION OF ROAD OPERATIONS
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

COUNTY	SECTION	UTILITY JOB NO.	STATE ROAD NO.	COUNTY NAME	PARCEL & R/W JOB NO.	F.A.P. NO.
12	502	6902	(Alico Road)	Lee	1 (SIGM)	RRS-000S (78)
AGENCY						
Seaboard Coast Line Railroad						

- A. JOB DESCRIPTION & LOCATION: Railroad Grade Crossing Improvement
- B. TYPE OF ROADWAY FACILITY: 2 lane rural
- C. FDOT/AAR XING NO.: 623488-P RR MILE POST TIE: AX-975.78
- D. TYPE SIGNALS PROPOSED: III CLASS III INDEX: 17882

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

<u>Annual Maintenance Cost Exclusive of Installation</u>		
<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	Flashing Signals - One Track	\$ 650.00
II	Flashing Signals - Multiple Tracks	\$ 860.00
III	Flashing Signals and Gates - One Track	\$ 980.00
IV	Flashing Signals and Gates - Multiple Tracks	\$1,230.00
*Effective February 3, 1971		

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 014-46.02
Responsibility for the Cost of Automatic Highway
Grade Crossing Traffic Control Devices

EFFECTIVE DATE: February 3, 1971

GENERAL AUTHORITY: 20.05, F.S.

SPECIFIC LAW IMPLEMENTED: 338.21, F.S.

ALICO #2

COUNTY RESOLUTION GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE RESPONSIBILITY

COUNTY	SECTION	RAIL JOB NO.	STATE ROAD NO.	COUNTY NAME	PARCEL & R/W JOB NO.	F.A.P. NO.
12	502	6917	(Allico Road)	Lee	1 (SIGR)	RRS-000S (101)

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES, AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES; PROVIDING FOR THE EXPENDITURE OF FUNDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

RESOLUTION NO. 84-5-22

ON MOTION OF Commissioner Fussell, seconded by Commissioner Morgan, the following RESOLUTION was adopted:

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing or otherwise changing a portion of the State Highway System, between Ft. Myers and Naples, which shall call for the installation and maintenance of railroad grade crossing traffic control devices for railroad grade crossings over or near said highway.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF Lee COUNTY, FLORIDA:

That Lee County enter into a RAILROAD REIMBURSEMENT AGREEMENT with the State of Florida Department of Transportation and the SBD S RR, Inc. Company for the installation and maintenance of certain grade crossing traffic control devices designated as Job No. 12502-6917 on Allico Road which crosses the right of way and tracks of the Company at FDOT/AAR Crossing Number 621409-0 located near Ft. Myers, Florida; and,

That the County assume its share of the costs for future maintenance and adjustment of said grade crossing traffic control devices as designated in Paragraph 2 of the RAILROAD REIMBURSEMENT AGREEMENT; and, C.1(a) & 2

That the Chairman and Clerk of the Board of County Commissioners be authorized to enter into such agreements with the State of Florida Department of Transportation and the SBD S RR, Inc. Company as herein described; and,

That this RESOLUTION shall take effect immediately upon adoption.

INTRODUCED AND PASSED by the Board of County Commissioners of Lee County, Florida, in regular session, this 30th day of May, 1984.

Sal Garaci, Ex-Officio Clerk
Board of County Commissioners

ATTEST: By [Signature]
Clerk of the Board of County Commissioners

[Signature]
Chairman of the Board of County Commissioners
APPROVED AS TO FORM
By [Signature]
County Attorney

FORM 841-97
1-93
PAGE 1 OF 1

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

COUNTY	SECTION	RAIL JOB NO.	STATE ROAD NO.	COUNTY NAME	PARCEL & R/W JOB NO.	F.A.P. NO.
12	502	6917	(Aliso Road)	Lee	1 (SIGR)	RRS-000S (101)

AGENCY

Seaboard System Railroad, Inc.

- A. JOB DESCRIPTION & LOCATION: Railroad Grade Crossing Improvement
- B. TYPE OF ROADWAY FACILITY: 2 lane rural
- C. FDOT/AAR XING NO.: 621402-U RR MILE POST TIE: AX-975.69
- D. TYPE SIGNALS PROPOSED: III CLASS III INDEX: 17892

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

Annual Maintenance Cost Exclusive of Installation		
CLASS	DESCRIPTION	COST*
I	Flashing Signals - One Track	\$ 650.00
II	Flashing Signals - Multiple Tracks	\$ 860.00
III	Flashing Signals and Gates - One Track	\$ 980.00
IV	Flashing Signals and Gates - Multiple Tracks	\$1,230.00
*Effective February 3, 1971		

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 014-16.02
Responsibility for the Cost of Automatic Highway
Grade Crossing Traffic Control Devices

EFFECTIVE DATE: February 3, 1971

GENERAL AUTHORITY: 20.05, F.S.

SPECIFIC LAW IMPLEMENTED: 338.21, F.S.

ALICO #3

FORM 841-21 (SDD)

1-83

PAGE 1 OF 3

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DIVISION OF PUBLIC TRANSPORTATION
RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES
AND FUTURE RESPONSIBILITY
(County)

SBD 3070

Contract No: 5530

COUNTY	SECTION	RAIL JOB NO.	STATE ROAD NO.	COUNTY NAME	PARCEL & R/W JOB NO.	F A P NO.
12	670	6908	(Alico Road)	Lee	1 (SICR	RRS-0005 (101)

THIS AGREEMENT, made and entered into this 19TH day of JUNE, 198 4
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter
called the DEPARTMENT, and SEABOARD SYSTEM RAILROAD, INC., a corporation of Virginia,
with its principal place of business in the City of Jacksonville, County of Duval, State of Florida,
hereinafter called the COMPANY; and Lee County, a political sub-
division of the State of Florida, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion
of the State Highway System, designated by the DEPARTMENT as Job No. 12670-6908,
between Ft. Myers and Naples, which crosses at grade
the right-of-way and tracks of the ~~COMPANY'S~~ COMPANY'S from the
COMPANY'S Milepost AX-975.69, FDOT/AAR Crossing Number 621411-AV,
at or near Ft. Myers, as shown on DEPARTMENT'S Plan Sheet No.
one, attached hereto as part hereof; and

WHEREAS, the work contemplated hereunder is subject to the provisions of the Federal Highway
Administration Federal Aid Highway Program Manual, Volume 1, Chapter 4 Section 3 (FHPM 1-4-3),
as amended, and Federal Aid Highway Program Manual, Volume 6, Chapter 6, Section 2, Subsection 1
(FHPM 6-6-2-1), as amended, and DEPARTMENT'S Rule 14-46.02, Florida Administrative Code, as
amended.

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the
parties hereto agree as follows:

A. The COMPANY shall:

1. Install by its own forces, with supervision and approval of the DEPARTMENT, at an
estimated cost of \$49,200.00 itemization of which is attached hereto,
automatic railroad grade crossing traffic control devices, hereinafter called "Devices", at said
location, in accordance with (1) the attached detailed statement of the work, plans and specifications;
(2) the DEPARTMENT'S Plans and Standard Index Number 17882, and (3) FHPM 1-4-3 and FHPM
6-6-2-1, or Rule 14-46.02, all of which by reference are made a part hereof.

FORM 841-21 (S&B)

1-83

PAGE 2 OF 3

2. Provide protective services in accordance with U. S. Department of Transportation Manual of Uniform Traffic Control Devices during the performance of the work, as indicated in the attached plans and specifications, the cost of which is included in the attached cost estimate.

3. Render the DEPARTMENT a final bill, in accordance with applicable Federal or State regulations, within one hundred eighty (180) days from the completion date of the project, for all actual reimbursable identified charges including credits for salvage or betterments, if any, attributable to the project; and itemize all substantial charges in a form comparable to the charges contained in the cost estimate.

4. Operate and maintain said devices and perform any adjustment, relocation or replacement of said devices; the cost therefor shall be assumed or apportioned in accordance with Paragraph C below.

B. The DEPARTMENT shall:

1. Promptly reimburse the COMPANY for all actual costs attributable to the project, pursuant to Paragraph A.1., as billed by the COMPANY, pursuant to Paragraph A.3.

2. Retain ten percent from any progress payment.

C. The PARTIES agree:

1. That the cost for the operation and maintenance of the devices by the COMPANY shall be shared as follows:

(a) Fifty percent (50%) shall be borne by the COUNTY and fifty percent (50%) shall be borne by the COMPANY, in accordance with the attached Schedule of Annual Cost of Automatic Highway Grade Crossing Traffic Control Devices, subject to future revision.

2. The cost of any adjustment, relocation or replacement of said devices shall be assumed by the party initiating such action, unless otherwise provided for in this contract, existing contracts between the parties, or in existing contracts between one of the parties and a third party.

3. Each party does hereby indemnify and hold harmless each other from all liability, claims and judgments (including attorney's fees) arising out of work undertaken by any such party pursuant to this agreement, due to the negligent acts or omissions of their contractors, subcontractors, employees, agents or representatives, respectively, except as otherwise covered by bonds or insurance. This provision is a reciprocal covenant and in the event any portion hereof is found by a court of competent jurisdiction to be unenforceable, then this entire Article C.3. shall thereafter be unenforceable in all respects.

9-17-2004

FORM 841-21 (SED)
1-83
PAGE 3 OF 3

4. Any provision contained in any existing contract relating to said crossing, whether between the parties hereto and/or third parties, shall be, and does, remain in full force and effect, except as otherwise provided herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

9-14-84
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: [Signature] (SEAL)
Director of Public Transportation Operations
ATTEST: [Signature]
Executive Secretary

SEABOARD SYSTEM RAILROAD, INC.

BY: [Signature] (SEAL)
Chief Engineering Officer
ATTEST: [Signature]
Secretary

Lee COUNTY, FLORIDA

BY: [Signature] (SEAL)
(Title: Roland Eastwood, Chairman)
ATTEST: [Signature]
Sul Geraci, Ex-Officio Clerk
Board of County Commissioners

Approved
James Greger

Approved as to Form, Legality and Execution
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Examined and Approved: 6/21/84

BY: [Signature]
Assistant Attorney

for [Signature]
Division Administrator
Federal Highway Administration

JUN 14 1984

FUNDS AVAILABLE
APPROVED - FISCAL

B-21

COUNTY RESOLUTION GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE RESPONSIBILITY

COUNTY	SECTION	RAIL JOB NO.	STATE ROAD NO.	COUNTY NAME	PARCEL & R/W JOB NO.	F.A.P.N.O.
12	670	6908	(Alico Road)	Lee	1 (SIGR)	RRS-0003 (101)

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES, AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES; PROVIDING FOR THE EXPENDITURE OF FUNDS, AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

RESOLUTION NO. 84-5-23

ON MOTION OF Commissioner Fussell, seconded by Commissioner Morgan, the following RESOLUTION was adopted:

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing or otherwise changing a portion of the State Highway System, between Ft. Myers and Naples, which shall call for the installation and maintenance of railroad grade crossing traffic control devices for railroad grade crossings over or near said highway.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF Lee COUNTY, FLORIDA:

That Lee County enter into a RAILROAD REIMBURSEMENT AGREEMENT with the State of Florida Department of Transportation and the SBD S RR, Inc. Company for the installation and maintenance of certain grade crossing traffic control devices designated as Job No. 12670-6908 on Alico Road which crosses the right of way and tracks of the Company at FDOT/AAR Crossing Number 62141.1-V located near Ft. Myers, Florida; and,

That the County assume its share of the costs for future maintenance and adjustment of said grade crossing traffic control devices as designated in Paragraph 2 of the RAILROAD REIMBURSEMENT AGREEMENT; and,

That the Chairman and Clerk of the Board of County Commissioners be authorized to enter into such agreements with the State of Florida Department of Transportation and the SBD S RR, Inc. Company as herein described; and,

That this RESOLUTION shall take effect immediately upon adoption.

INTRODUCED AND PASSED by the Board of County Commissioners of Lee County, Florida, in regular session, this 30th day of May, 198 4.

ATTEST: Sgt. Gerard, Secretary Clerk
Board of County Commissioners
Clerk of the Board of County Commissioners
By Gloria Kutz, SC

APPROVED AS TO FORM

By James G. Gresham

Chairman of the Board of County Commissioners

FORM 141-37
1-83
PAGE 1 OF 1STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DIVISION OF PUBLIC TRANSPORTATION
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

COUNTY	SECTION	RAIL JOB NO.	STATE ROAD NO.	COUNTY NAME	PARCEL & R/W JOB NO.	F A P NO.
12	670	6908	(Allico Road)	Lee	1 (SICR)	RPS-0006 (101)

AGENCY

Seaboard System Railroad, Inc.

- A. JOB DESCRIPTION & LOCATION: Railroad Grade Crossing Improvement
- B. TYPE OF ROADWAY FACILITY: 2 lane rural
- C. FDOT/AAR XING NO.: 621411-V RR MILE POST TIE: AX-975.69
- D. TYPE SIGNALS PROPOSED: III CLASS III INDEX: 17882

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

Annual Maintenance Cost Exclusive of Installation		
CLASS	DESCRIPTION	COST*
I	Flashing Signals - One Track	\$ 650.00
II	Flashing Signals - Multiple Tracks	\$ 360.00
III	Flashing Signals and Gates - One Track	\$ 980.00
IV	Flashing Signals and Gates - Multiple Tracks	\$1,230.00
*Effective February 3, 1971		

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 014-16.02
Responsibility for the Cost of Automatic Highway
Grade Crossing Traffic Control Devices

EFFECTIVE DATE: February 3, 1971

GENERAL AUTHORITY: 20.05, F.S.

SPECIFIC LAW IMPLEMENTED: 330.21, F.S.

Harry Neeves

From: arlene.barnes@dot.state.fl.us
Sent: Thursday, April 01, 2004 10:39 AM
To: Harry@Semgulf.com
Subject: Signal Safety Program

Mr. Neeves,

The upcoming Signal Safety program will soon be underway. I am requesting that each of our railroads review their signal equipment for replacement, upgrades, etc under this program. Antiquated systems that are 30 years (approx) are good candidates. This will only be for public crossings. Please provide a list of candidates for this upcoming Diagnostic reviews.

Thanks for your assistance in this matter.

**Arlene G. Barnes
District Rail Administrator
Florida Dept of Transportation
(863) 519-2349, SC 557-2349
Fax (863) 534-7172, SC 515-0564
arlene.barnes@dot.state.fl.us**

District One - Signal Safety Review									
Ranking 1 - 800	Local Name	City/County	Xing #	Line	RSMF	Existing	Proposed	Ranking	Comments
	SR 60	Mulberry/Folk	624525-T	Spur	840 56	CFL&G	"	150	Key Down Request by RR. Signals upgraded in 1980
	SR 60	Mulberry/Folk	624229-G	AY	866 30	CFL&G&P	"	216	Antiquated - Signals Updated 1974
	Power Line Rd	Sebring/Highlands	627593-E	SX	864 67	FL&G	"	401	Antiquated - Signals Installed 1970
	Kentucky Ave	Lakeland/Polk	624161-V	AX	890 85	FL&G&P	"	404	Antiquated - Signals Installed 1974
	W 11th Ct	Palmetto/Mandice	624726-J		No Record	X-Bucks	FL&G	406	Review - Xing if in area with FL&G (Over 3 yrs)
	SR 37	Mulberry/Folk	624517-B	SV	842 20	FL&G	CFL&G&P	423	Antiquated - Signals installed 1953
	Prairie Indust	Mulberry/Folk	624528-N		No Rec	Xbucks	FL&G	590	Review if in area (Over 3 yrs)
	E 25th St	Palmetto/Mandice	624729-E		No Rec	X-Bucks	FL&G	650	Review if in area (Over 3 yrs)
	OK SR 60	Mulberry/Folk	624527-G		No Rec	X-Bucks	FL&G	734	Review if in area (Over 3 yrs)
	Alagnolia Ave	Auburndale/Folk	625389-Y		No Rec	X-Bucks	FL&G	1553	Req by RR - No active warning system on Amtrak RR
	Ingram Ave	Lakeland/Polk	624168-T	AX	852 06	CFL&G	CFL&G&P	2491	Req by RR - Antiquated - Signals installed 1969
	6th St	Moore Haven/Gades	627664-Y	AVD	933 53	X-Bucks	FL&G	624	Requested additional info from RR - Pending
	Hunt Bros Rd	Highland PK/Folk	627529-F		No Rec	FL	FL&G	3586	Req. documentation from RR on install - Pending
	Crystal Ave	Lk Wales/Folk	625478-R	AVG	844 12	FL	CFL&G	1964	Req by RR - Antiquated - Signals installed 1953
	Park Ave	Lk Wales/Folk	625479-X	AVC	844 24	CF&G	CFL&G&P	3627	Req. documentation from RR on install - Pending
	CR 887	Bonita Springs	623508-	AX	988 91	CFL	CFL&G	3145	Req by RR Antiquated - Signals installed 1969
	CR 761	Fl Ogdan	623225-B	AX	925 49	FL	FL&G	4188	Req by RR - Antiquated - Signals installed 1962
	MLK JR	Sarasota/Sarasota	624661-J	AZA	926 70	CFL	CFL&G	1430	Req by RR - Antiquated - Signals installed 1962, updated 1972.
	MLK JR	Sarasota/Sarasota	624661-E	SW	881 65	CFL	CFL&G	1876	Req by RR - Antiquated - Signals installed 1953
	Desoto Rd	Sarasota/Sarasota	624664-A	SW	880 12	FL	FL&G	867	Req by RR - Antiquated - Signals installed 1957
									Old US 41, Bonita CR 761, Fl Ogdan MLK, East Sarasota MLK West, Sarasota Desoto Rd, Sarasota

RAILROAD SIGNAL CONTRACTS - FLORIDA DOT
- SIGNAL PROJECTS -
EXPEDITING ASSIGNMENT SHEET

February 3, 2003

DO	R/R	XING #	Financial # COSEC-JOB#	REQUIRED ACTION	RESPONSIBLE PARTY	TARGET DATE
<u>FY '91 - '92</u>						
1	SER	624681	17511-6908	Prepare Signal Estimate <i>MLK, SARA</i>	SER-Neeves	04-26-02
<u>FY '94 - '95</u>						
1	SER	623273	12000-6906	Signal Installation <i>CRANFORD FMY</i>	SER-Neeves	07-28-97
<u>FY '96 - '97</u>						
1	CSX	624285	16000-6934	Signal Installation	CSX-Complete	01-03-03
<u>FY '97 - '98</u>						
2	NS	713574	72099-6939	Signal Installation	NS-Ray	10-22-99
<u>FY '99 - '00</u>						
6	FEC	272722	404028	Signal Installation	FEC-Fowler	06-24-02
6	CSX	631079	404036	Signal Installation	CSX-Complete	09-02-02
6	CSX	631097	404041	Signal Installation	CSX-Stevenson	06-24-02
<u>FY '00 - '01</u>						
1	CSX	626465	407628	Revise Agreement	DO-Barnes	04-29-02
2	CSX	643314	2125663	Signal Installation	CSX-Stevenson	11-09-01
2	NS	713542	207924	Signal Installation	NS-Ray	01-04-02
2	NS	713526	209556	Signal Installation	NS-Ray	09-02-02
2	CSX	623402	212535	Signal Installation	CSX-Stevenson	04-05-02
4	CSX	628163	407491	Signal Installation	CSX-Stevenson	12-07-01
4	FEC	272498	407488	Signal Installation	FEC-Fowler	02-01-02
4	FEC	21 xings	407501	Event Recorders Installation	FEC-Fowler	11-30-01
6	CSX	631069	408112	Signal Installation	CSX-Stevenson	02-15-02
6	CSX	631070	409496	Signal Installation	CSX-Stevenson	12-28-01
7	CSX	622707	407723	Signal Installation	CSX-Stevenson	05-10-02
7	CSX	622849	410684	Signal Installation	CSX-Stevenson	04-05-02
7	CSX	6 xings	254666	12 inch Lens Installation	CSX-Stevenson	05-03-02

cc: Shelby Stevenson - CSX, Harry Neeves - SER, Andy Fowler - FEC,
Rick Ray - NS, Les Scherr - CSX, R/R Coordinators 1, 2, 3, 4, 5, 6, 7
Rail Office - DOT

RE: c/siglist

LEE CO. CONTRACT NO. 0891043102088EHTH3
alico3SGLR 015**ALICO ROAD NO. 3 EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT, made and entered into this day of September 14, 1988, by and between SEMINOLE GULF RAILWAY, L.P., a Delaware limited partnership, hereinafter referred to as "SGLR," and LEE COUNTY, a political subdivision of the State of Florida, whose mailing address is P.O. Box 398, Fort Myers, Florida, hereinafter referred to as the "County."

WHEREAS, SGLR owns the track and other rail facilities (the "Rail Facilities") comprising a line of railroad that crosses, at grade, Alico Road at and near railroad Milepost AX 976.7 (Baker Lead), Baker, Florida (the "Crossing"), as particularly shown on the print attached hereto and made a part hereof;

WHEREAS, SGLR's Rail Facilities occupy land and right of way owned by CSX Transportation, Inc. ("CSXT"), and leased to SGLR pursuant to Lease Agreement dated November 13, 1987 (the "Lease Agreement");

WHEREAS, the Lease Agreement authorizes SGLR to enter into this Agreement subject, however, to the consent of CSXT; and

WHEREAS, SGLR is willing to grant County an easement for improving and maintaining the Crossing on the terms and conditions hereafter set forth.

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

1. SGLR, for and in consideration of Eight Hundred Thirty-Five Dollars (\$835.00) to it in hand paid by County, the receipt whereof is hereby acknowledged, and of the covenants and agreements to be kept and performed by County as hereinafter expressed, hereby grants to County an easement for right of way, within the limits hereinafter set out, for improving and maintaining the Crossing (including the usual appurtenances, such as approaches, paved roadway, curbs, gutters, sidewalks, shoulders, slopes, fills, cuts and drainage facilities).

2. (a) The Crossing shall be improved at the sole cost and expense of County in a manner and with materials in all respects satisfactory to SGLR. After the Crossing has been improved, County shall maintain, and, if necessary, remove, the Crossing at its expense and in a manner in all respects satisfactory to SGLR; except, however, SGLR shall improve and maintain, at County's expense, the portion of the Crossing between the rails of its track and for two feet on the outside of each rail thereof.

EXHIBIT "6"

(b) Simultaneously with the execution of this Agreement by County, County hereby agrees to deposit with SGLR the sum of \$51,681.28 (the "Deposit"), being the estimated cost of the work to be performed and the materials to be furnished by SGLR in connection with the improvement of the Crossing. The Deposit is calculated as per the estimates attached hereto and made a part hereof, being described as follows: installing a Type "R" crossing between the rails of said track and for two feet on the outside of each rail thereof. In the event the Deposit is less than the actual cost borne by SGLR, County shall, upon receipt of bill rendered by SGLR, promptly pay such additional cost to SGLR. Should the Deposit be in excess of the actual cost borne by SGLR, SGLR shall promptly refund the difference to County. Upon completion of the improvement of the Crossing, SGLR shall furnish to County a detailed statement showing the cost of the work, including materials used for improving the Crossing.

(c) SGLR shall be reimbursed by County an annual signal maintenance fee of Nine Hundred Eighty Dollars (\$980.00) payable yearly on the anniversary date of this Agreement. The County shall reimburse SGLR for additional yearly signal maintenance not covered by this fee. The County will reimburse SGLR for such additional yearly signal maintenance not covered by the annual signal maintenance fee on the next anniversary date of the Agreement after completion of an itemized statement from SGLR detailing such expense. The County shall pay in addition an annual crossing administrative and property lease fee of One Thousand Seven Hundred Eighty-Two Dollars (\$1,782.00) for each year this Agreement is in effect payable on the anniversary date of this Agreement. These annual fees shall be adjusted each year by the percentage change in the Consumer Price Index - All Urban Consumers (1982-84 = 100) for the South, Population 50,000-450,000. The final index figure for the calendar year in which this Agreement is executed shall be the base period for adjustments.

3. (a) At such time that SGLR performs work at the Crossing pursuant to this Agreement, County will, during such time and at the directions of SGLR, either close the Crossing to traffic or provide flagging protection (and temporarily detour the Crossing, if deemed necessary) at County's expense.

(b) If SGLR deems it advisable during the work of construction, maintenance, repair, alteration or removal of the Crossing, to place watchmen, flagmen, inspectors or supervisors for the protection of the property owned or in possession or control of SGLR, or its employees, contractors or licensees, SGLR shall have the right to do so, and County shall, upon bills being rendered, pay or reimburse SGLR for the cost and expense thereof; but the failure of SGLR to do so shall in no way relieve County of its obligation to perform work at the Crossing in a safe and careful manner.

4. The cost of all work performed by SGLR (including flagging and engineering services, if any) and all materials furnished by SGLR within the scope of this Agreement to which County is obligated to reimburse SGLR 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 SGLR's usual practice in effect for similar work at the time the project is in progress.

5. (a) County agrees to release, indemnify, protect and save harmless SGLR and CSXT, their respective successors and assigns, from any and all costs or expenses, including attorneys' fees, resulting from any and all loss of life or property or injury or damage to the person or property of any person, firm or corporation (including the parties hereto, CSXT, and their respective officers, agents or employees) arising during the construction, alteration, reconstruction, maintenance or removal of the Crossing; and County agrees to indemnify and save harmless SGLR, its successors and assigns, from any and all damages, including attorneys' fees, that might occur to SGLR on account of improper or faulty drainage at the Crossing due to the construction or reconstruction thereof.

(b) County also agrees to release, indemnify, protect and save harmless SGLR and CSXT, and their respective successors and assigns, from all costs or expenses, including attorneys' fees, resulting from any and all loss of life or property, or injury or damage to the person or property of any person, firm or corporation (including the parties hereto, CSXT, and the respective officers, agents and employees), and from and against any and all claims, demands, liabilities or actions for such loss, injury or damage, caused by or growing out of the presence or use of the Crossing.

6. (a) SGLR reserves the right at any time, if it so desires, to construct an additional track or tracks across the Crossing; in such event, SGLR shall have the right and is hereby granted the privilege of removing any paving from the Crossing to the extent necessary for the track construction and, upon completion of the trackage construction, SGLR will, at County's entire cost and expense, (i) restore the Crossing and (ii) install flange boards (or equivalent) between the rails of said track or tracks and for two feet on the outside of each rail thereof; thereafter, SGLR will maintain the portion of the Crossing between the rails of said track or tracks and for two feet on the outside of each rail thereof. The cost of any relocation of signals required due to construction of said track or tracks shall also be borne by County.

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

7. 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.

8. SGLR 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 the Crossing.

9. County shall furnish SGLR with the following insurance:

(a) Contractor's Public Liability, Property Damage and Contractual Liability Insurance--County shall furnish SGLR a policy of contractor's public liability and property damage liability insurance with limits of not less than \$500,000 per bodily injury (including death) sustained by one person and a total limit of not less than \$1,000,000 for all injuries (including death) of two or more persons arising out of one accident. Such insurance shall provide a limit of not less than \$300,000 for damages arising out of injury to or destruction of property in any one accident. This policy shall include contractor's protective liability and property damage insurance if work is performed by subcontractors.

(b) Railroads and Counties Protective Public Liability and Property Damage Insurance--County shall furnish SGLR a policy of protective liability and property damage insurance naming SGLR, CSXT and County as insureds. It shall cover all operations performed by the contractor and subcontractors performing work in connection with this Agreement, and the following operations of the insureds:

(i) acts or omissions of a regular employee of any of the insureds assigned to duty with a contractor or subcontractor as a watchman or flagman, the cost of whose services is paid by the contractor; and

(ii) acts or omissions of the insureds' supervisory employees and supervising, directing, superintending, overseeing, managing or regulating the operations of the contractor or subcontractor.

The insurance required by Paragraph 9(b) shall have coverage and exclusions acceptable to SGLR. This policy shall provide

limits of not less than \$500,000 for bodily injuries (including death) sustained by one person and a total limit of not less than \$1,000,000 for all injuries (including death) arising out of one accident. It shall provide limits of not less than \$300,000 for damages arising out of injury to or destruction of property in any one accident.

The policies of insurance provided under this Paragraph 9 shall be endorsed (i) to cover the contractual liability assumed by County under this Agreement, and (ii) to provide that SGLR and County will be notified in writing at least thirty (30) days in advance by the insurance company of any changes in the policies which cancel or modify the insurance coverage provided. SGLR shall be furnished with a certified copy of each policy of insurance described in this Section.

10. (a) 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 Lee County, Florida, a certified copy of which ordinance or resolution is attached hereto and made part of this Agreement.

(b) This License Agreement shall not be effective unless and until approved by CSXT in accordance with the Lease Agreement.

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

WITNESSES FOR SGLR:

SEMINOLE GULF RAILWAY, L.P.
By its General Partner, SEMINOLE
GULF RAILWAY, INC.

Jessie M. Hoffmann

By: Paul H. Ray

E. W. Martin

WITNESSES FOR COUNTY:

LEE COUNTY, FLORIDA

Lisa L. Pierce

By: Bill Russell

Chairman, Board of County
Commissioners

Shirley E. Ruck

ATTEST: James S. Foster

Deputy Clerk

APPROVED AS TO FORM

5

By: James B. Blum

OFFICE OF COUNTY ATTORNEY

Lee County Resolution No. 88-9-128RESOLUTION

WHEREAS, the Board of County Commissioners of Lee County desires to enter into an Agreement with Seminole Gulf Railway; and,

WHEREAS, the purpose of this Agreement is to facilitate the construction and maintenance of the railway crossing at Allico Road at milepost AX-976.7 (Baker Lead) in Fort Myers, Lee County, Florida; and,

WHEREAS, the Agreement specifies that a resolution shall be necessary in order to effect the purposes of said agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY THAT:

1. The Board of County Commissioners of Lee County agrees to be bound by the terms of the Agreement between Seminole Gulf Railway and Lee County as presented during its regular Commission meeting of September 14, 1988.

2. Lee County assumes no obligation other than those clearly specified in said Agreement.

The foregoing Resolution was offered by Commissioner Manning, who moved its adoption. The motion was seconded by Commissioner Wallace and, being put to a vote, the vote was as follows:

CHARLES BIGELOW	<u>aye</u>
JOHN E. MANNING	<u>aye</u>
MARY ANN WALLACE	<u>aye</u>
BILL FUSSELL	<u>aye</u>
DONALD SLISHER	<u>aye</u>

DULY PASSED AND ADOPTED this 14th day of September, 1988.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

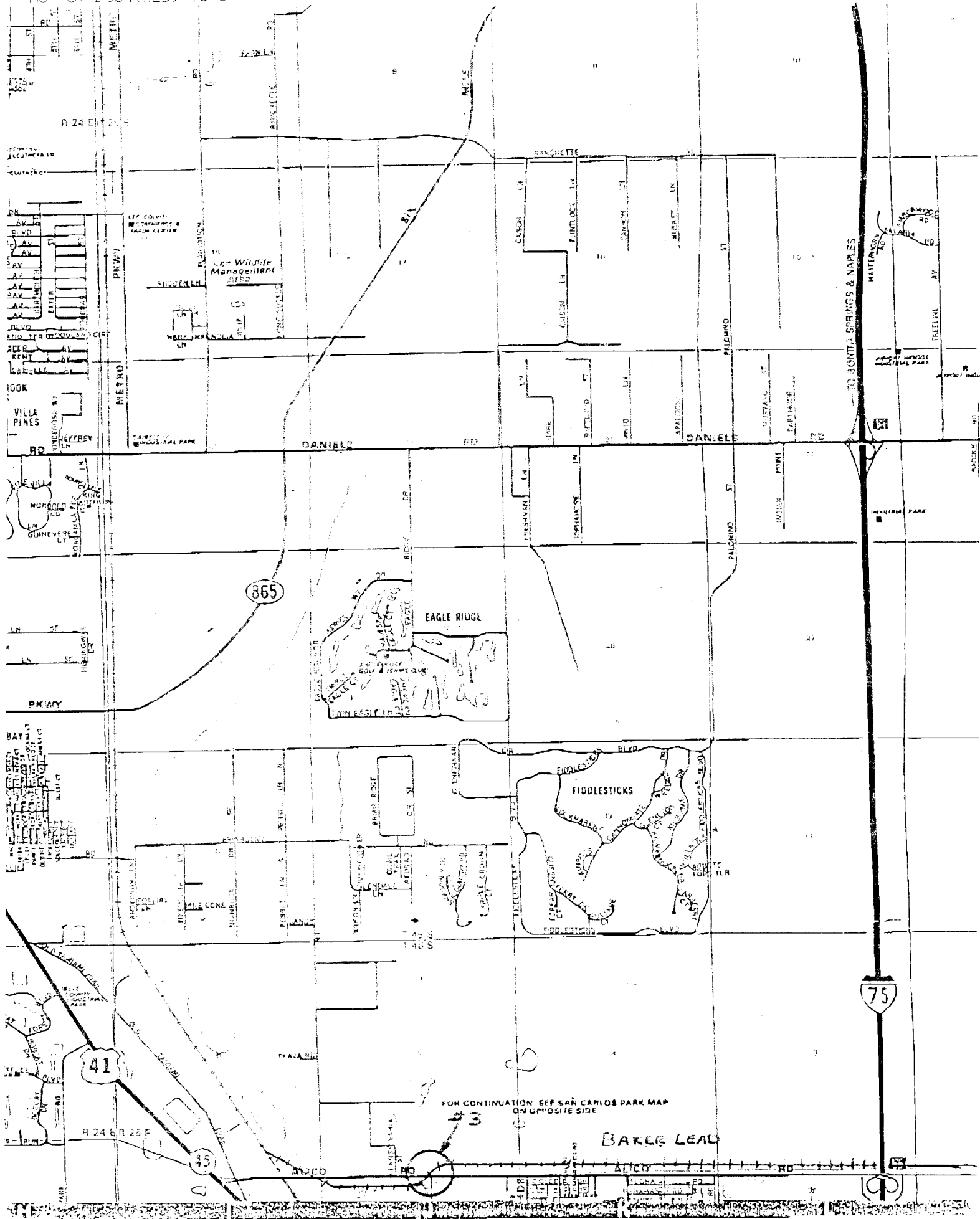
By: Robert S. Foster
Deputy Clerk

By: Bill Fussell
Chairman

APPROVED AS TO FORM:

By: Charles A. Adams
Office of County Attorney

(3570L)



Verified Statement
Of
Jerry D. Haberle

My name is Jerry D. Haberle. I am Manager of Operations of Seminole Gulf Railway LP ("SGLR"), a position that I have held for the past sixteen years. I am responsible for all operating arrangements for the railroad including train movements, car placement details, train dispatching, operating crews, Federal Railroad Administration ("FRA") reporting and qualification requirements and related personnel training, and other aspects of running a railroad. My duties also include similar responsibilities for Bay Colony Railroad in Massachusetts, a sister property.

One of my duties is the coordination of all aspects within SGLR and with the customers related to Florida Power and Light ("FPL") transformer movements. I maintain a log indicating the approval process by our engineering and pricing officials for each movement. I directly supervise each individual transformer movement while it is in transit on SGLR. I coordinate the car movement with the FPL selected rigger and with FPL management and supervise the details of car placement to accommodate the unique characteristics of each shipment. I also perform similar services for transformer shipments in conjunction with other power companies.

The movement of transformers and other electric power related equipment is almost exclusively in the world of specialized "high and wide" transportation management. Often the rail cars are expensive special equipment designed to move very heavy and over dimension loads. The first step in the process is typically a request many months in advance from a manufacturer, usually not FPL. These requests are made to railroad clearance bureaus, including SGLR, with load dimensions and weight data all related to a specific shipment and freight car. SGLR responds, as do the other railroads in the move, with movement approvals or changes and comments. Once a rail route and date of shipment are established, SGLR's pricing arrangements are put in place typically with the manufacturer. The customer (usually not FPL directly) then makes final arrangements, the car is shipped typically via CSXT to SGLR at Arcadia or Oneco, FL, from which point I manage its movement in the field for placement as designated by FPL. Safe handling of these valuable loads is paramount.

Currently there are fifteen prospective transformer moves in my status file. Some of these movements may come to the Alico FPL site. During July 2004, we moved one FPL transformer to Sarasota, FL. These movements are an active on-going process with a good customer. We work with the customer's challenge of moving large, heavy, oversized loads successful to ultimate destinations. These movements are sensitive, once unloaded from railcars, to highway bridge clearance and weight restrictions, median cut locations and design, and highway traffic blockage and time of day permit restrictions.

Flexibility of unloading site details is important in the overall management of each movement.

I have personally managed most all Alico-FPL site rail movements over the years. Operationally, use of the “Miller Siding” on the north side of Alico within the adverse abandonment area is part of the operations equation to ultimately place transformers for unloading at the current location on the south side of Alico. Always the transformer car is pulled onto the Baker Spur usually as a continuation of the special train movement from the point of interchange of the car with CSXT in Arcadia, FL, sixty-three miles north. In order not to trap the engine on the line while unloading takes place, a second engine is often picked up by the special train in Fort Myers. The train proceeds to the “Miller Siding” where a runaround of the car is accomplished so that the car can be pulled back for placement on the south side of Alico Road. The engines are then returned “light” to Fort Myers. This same move will continue if the line is not abandoned even with the departure of J. J. Taylor as SGLR owns the key portion of the “Miller Siding”.

Once SGLR places the car at the current unloading site west of Alico Center Road, FPL’s riggers set up on both the north and south sides of the track to unload the transformer. The riggers use most of the current forty foot right of way in the unloading process. The transformer is then moved over a private paved road to Alico Center Road, and onto Alico Center Road to Alico Road. From there the transformer is moved east on Alico Road to where it crosses the two lane highway to a private road that crosses SGLR’s right-of-way and track into the FPL facility.

With County’s road widening project, SGLR’s right of way near the current unloading site will narrow making it more difficult for FPL’s riggers to set up to unload transformers. Additionally, once the transformer gets to Alico Road, it will need to cross a six lane divided highway (assuming there is a median cut available) in order to turn into the private road into the FPL facility.

The use of the unloading area next to the FPL crossing and private road as proposed by SGLR would be a significant operational improvement. SGLR could continue to release the lead locomotive as it currently does. Additionally, the right-of-way is 50 feet wide at that location and would give the riggers plenty of room to set up to unload the transformers. Most importantly, the riggers could move the transformer directly into FPL’s facility without having to handle the transformer onto and across Alico Road.

Under the adverse abandonment proposal of Lee County, there is little or no room to accommodate the leading locomotive if the locomotive continues to pull the train onto the Baker Spur. There is definitely nowhere to runaround the car for spotting as exists today. The only alternative might be use of other tracks one to three miles away as runarounds. However, from a safety standpoint shoving these types of loads unnecessarily any great distance is not a good practice.

A shoving type of car movement onto the Baker Spur will become even more of an unsafe challenge when the Florida Department of Transportation (“FDOT”) builds its

planned Alico Road-US 41-Metro Parkway interchange at the junction point of SGLR's main line and the Baker Spur. As I understand the current design set for construction in 2005, SGLR will be asked to approve a new skewed (long diagonal) crossing across six lanes of traffic with the inflow of a major off ramp on the crossing. While gates, lights and other protection may exist, shoving cars across such crossings should be avoided as it is very unsafe for personnel to walk a backing train through such a situation. Moreover, the switch to the Baker Spur is designed by FDOT to be at the very edge of the road. All lanes of traffic would be blocked with the transformer sitting in the middle of the road while the movement is accomplished.

In light of Lee County's filing of this adverse abandonment which if granted may result in SGLR trying to serve FPL on the truncated line, SGLR management has already told the State that runaround facilities would have to be built to safely continue service to FPL. While Lee County might for the sake of argument save some crossing construction money by forcing the Baker abandonment, new costs will spring up in FDOT highway budget related to the overall Alico Road project unless all rail service to FPL is discontinued or a totally geographically removed new rail served site were to be established elsewhere with sufficient highway design considerations in place to accommodate extended highway movement such a site would require.

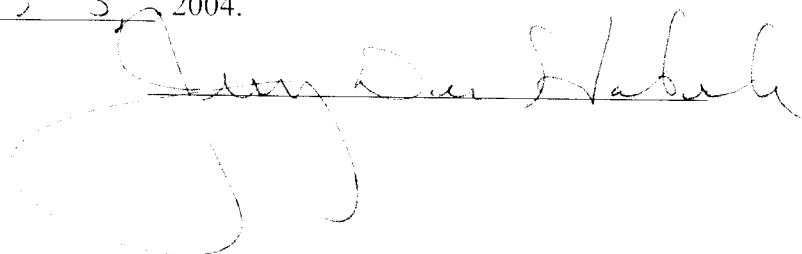
Also as Manager of Operations I have been the principal contact, coordinator, and operator of Ringling Brothers and Barnum and Bailey circus trains. Ringling's circus trains present logistics challenges for the circus and the railroads that handle them. See attached article from Progressive Railroading (July 2004). SGLR has handled Ringling trains since 1987 for both winter quarter moves and show dates at several venues. Ringling's shows periodically come to Fort Myers. The last dates were in 2000. Ringling called early in 2004 asking about capabilities to handle and store their train. On their last visit, storage track capacity and closeness of the train spot to a new arena one interstate interchange away from Alico were principle Ringling concerns. New customers, track changes and other operational considerations at the time resulted in the unloading and "live" storage of the 5,000 foot train at several locations over a twenty mile area. With J.J. Taylor moving we have an unique opportunity to serve Ringling's needs. We can now place the passenger equipment in one spot along the north side of Alico and spot the animal and equipment cars on the south side of Alico.

VERIFICATION

I, Jerry D. Haberle, verify under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this verified statement in Seminole Gulf Railway, L.P. – Adverse Abandonment – In Lee County, FL, STB Docket No. AB-400 (Sub-No. 4).

Executed on August 5, 2004.

Jerry D. Haberle

A handwritten signature in cursive script, appearing to read "Jerry D. Haberle", written over a horizontal line.

BRANCH LINES

Getting the show on the road

More than 20 railroads play key role in Ringling Bros. circus

Lions and tigers and bears, oh my! And elephants, horses, tons of equipment and more than 300 workers and performers, including clowns, acrobats, tight-rope walkers and animal trainers. The Greatest Show on Earth®! It's also a colossal challenge to move by rail.

Since the 1840s, Ringling Bros. and Barnum & Bailey Circus has relied on railroads to move the show from town to town. Today, the circus' 134th edition comprises a Blue and Red unit performing in 41 and 44 cities, respectively — some in Canada and Mexico — between Jan. 1 and Dec. 12. That adds up to a lot of miles by rail.

"It's a business decision to use rail, it's not nostalgic," says Joe DeMike, transportation manager for Ringling Bros. family-owned parent company Feld Entertainment Inc., adding that Ringling Bros. is the only U.S. circus still traveling by rail. "If we used trucks, they'd be scattered all over the place."

They'd also need hours or days just to load some animals. Because they find some creature comforts in rail cars — or maybe because they're railfans — elephants refuse to ride in trucks, says DeMike.

"They get a smoother ride on trains, I imagine," he says.

BEHIND THE SCENES

Ringling Bros. relies on more than 20 railroads, including all the Class I's, and regionals and short lines, to move the 58-car Blue Unit and 56-car Red Unit trains from place to place on time.

The circus also banks on coordination and planning. DeMike and other transportation planners work six months in advance to determine routes and carriers, and work through customs, immigration and endangered species issues, such as caring for Asian elephants.

"We need to confirm storage spots for a train in particular areas, like Houston," says DeMike. "And we have a bid process. If a train is going from Jacksonville to Atlanta, we'll see what route works best, and contact the various carriers and ask for bids."

To keep trains running smoothly, Ringling Bros. places its own maintenance car and mechanical workers on each train that can change out a wheel or make other necessary repairs in the field.

"We still get a few surprises, so if a train is running way ahead or behind schedule, we'll plan more water stops for the animals," says DeMike.

The more than 5,000-foot trains — the world's largest privately owned passenger trains, says Manager of Rail Operations Tom Dillon — sometimes surprise motorists, who aren't happy when they're stuck at a crossing waiting for all the cars to pass. At least until their

the circus workers know where all the stores are and where they're not supposed to go for safety reasons," says BNSF Director of Passenger Train Operations Rich Wessler, who's been taking care of the circus train account for about 30 years.

The circus train has been around so long, stories have circulated that aren't true, such as a broken-down train being pushed up a hill by elephants or animals getting loose and threatening the public, says DeMike.

But Wessler recalls a time in the early 1980s when an elephant stuck its trunk out from a car and knocked the train's orders off the caboose.

"They had to stop the train," he says, chuckling at the memory of the angry crew members and the rather rambunctious pachyderm.

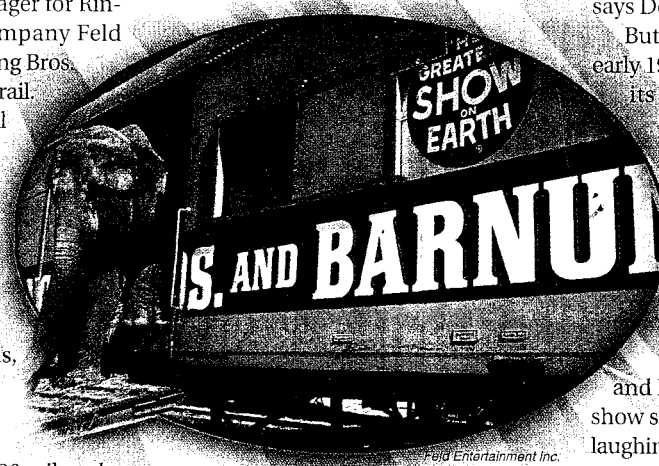
However, getting the Blue and Red units to their respective show sites on time and safely is no laughing matter.

"Without the cooperation of the carriers, we'd be done," says DeMike. "They really come to bat for us."

It's a labor of love, says Wessler, adding that BNSF takes a business-like approach to serving Ringling Bros. because the circus takes railroading seriously.

"One thing that's enjoyable is the professionalism and knowledge of railroading the Ringling Bros. people have — we know each other well and they understand our limitations," he says. "Imagine if we had to line up things with the ringmaster." **PA**

— Jeff Stagliano



childhood memories kick in.

"After a while, they'll see that it's the circus train, and then they'll smile and wave," says Dillon.

NEW PERFORMANCE MEASURE

To keep its long-time customer happy, Burlington Northern Santa Fe tries to treat Ringling Bros. trains as though they're someone's home. Which, in a way, they are: The trains house performers for more than half the year.

"If we find a place that works well to park a train, such as in Fort Worth, we try to keep it as a routine so all



J. WILLIAM MISIURA
Director Transportation
Domestic

Verified Statement
Of
J. William Misiura

My name is J. William Misiura. I am Director of Transportation for Feld Entertainment, Inc. d/b/a Ringling Bros. and Barnum & Bailey ("Ringling Bros."). All circus train scheduling, operations and site arrangements are part of my responsibility. I have successfully worked with Seminole Gulf Railway on many occasions since their inception in 1987 in the movement, site facilities arrangements and storage requirements for both our "Red" and "Blue" circus trains.

Ringling Bros. two circus trains are each 56 and 58 cars long, representing a train length of approximately one mile. It is the world's largest privately owned passenger train operation. The train is organized into segments each with its own track space needs. A major segment of the train is passenger equipment where the performers live, eat, and sleep. Other major segments include equipment cars, concession cars, and cars for elephants and other animals.

In order for Ringling Bros. to schedule a show at a venue, rail facilities to accommodate the train must be nearby. Our general criteria is that the animals be walked no more than about three miles and that the performers and equipment sites be as close as possible, preferably no more than fifteen to twenty minutes away by highway. Rail facilities to handle our train are critically important to us. Also important are nearby "walking distance" off-train retail and restaurant options for our performers and crews. We pay the railroads we use for operating, for storage and for other services related to our trains during our visits to each town in which we perform. Often we use other vendors in the area to accommodate our train needs. Together with show sales, Ringling Bros. is a substantial local economic stimulator including generating significant sales tax revenues for local government entities.

We have played the Lee Civic Center, an older facility in North Fort Myers, FL a number of times. It is small for our show and has limited seating which negatively affects our revenue. A new regional arena opened in Estero (South of Fort Myers), FL with greater capacity and modern capabilities for our show. We have used it once. We want to schedule our return and would consider it an annual stop including wintering one of our shows in Lee County if the right track space were available. Typically show stops are two to five days and winter stops are for twenty to thirty days.

I called Gordon Fay, President of Seminole Gulf early this year to express our interest and inquire as to track availability near Estero. He said he would work with us, but track availability was a concern.

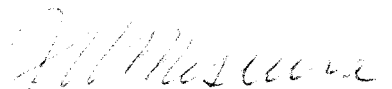
I am delighted to now learn from Seminole Gulf that the easterly end of the Baker Spur could be made available to Ringling Bros., if the adverse abandonment being sought by Lee County is denied. The location is ideally situated for access to the arena in Estero. The track lays out in an advantageous manner for our operations. Moreover, it has retail, restaurant and other services across the street for our employees to use.

Ringling Bros. opposes the attempt by Lee County to force the abandonment of the eastern end of the Baker Spur. This could remove from service the only facility that will work for Ringling Bros. Abandonment of the line would definitely chill returning our show to the area.

Verification

I, J. William Misiura, verify under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this verified statement in Seminole Gulf Railway L.P.-Adverse Abandonment-In Lee County, FL, STB Docket No. AB-400 (Sub-No.4).

Executed on August 4, 2004.



J. William Misiura

VERIFIED STATEMENT
OF
DWIGHT BRENNAN, CONSULTANT
Marco Island, FL.
239-404-4435

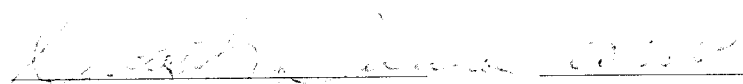
My name is Dwight Brennan and I am an independent logistics consultant based in Marco Island, FL. One of my current projects is to assess for one of my clients the suitability of various industrial sites in Southwest Florida for the purpose of locating an area conducive to the movements of bulk materials by rail.

In May of 2004, I contacted Seminole Gulf Railway in Fort Myers, FL for the purpose of instituting the search for property locations in various counties served by Seminole Gulf that would suit the needs of my clients.

On or about June 24, 2004, I met with Michael Curley, VP- Florida Sales, Seminole Gulf Railway, Fort Myers, FL. On that day, Mr. Curley and I spent most of the day exploring sites in the proximity of Seminole Gulf Railway in Lee, Charlotte, and Desoto counties that appeared to offer locations suitable to my client needs. Among those sites were locations on Alico Road in South Fort Myers. One location on the Seminole Gulf Railway "Baker Spur" was on the north side of Alico Road, East of Gator Road, adjacent to the J.J. Taylor warehouse. This location displayed a Remax Commercial Realty sign, and asked interested parties to contact Dan Miller at 239-489-0444 for details. The second location adjacent to Seminole Gulf Railway was also on the north side of Alico Road, and east of Haitian Road. A sign on the property indicated Large Industrial Parcels sites were available at that location, and interested parties should call Harvey Youngquist at 239-980-1900. At the time I viewed the Alico Road parcels with Mr. Curley, he indicated there was current litigation between Lee County and Seminole Gulf Railway over the use of the Alico Road rail line.

In subsequent follow up activity relating to all the Seminole Gulf locations viewed on June 24, 2004, I had reason to contact both Dan Miller and Harvey Youngquist. Dan Miller offered to me the information that the aforementioned Alico Road parcel offered by Miller was "deed restricted prohibiting use of rail." Mr. Youngquist indicated to me "Lee County was seeking the abandonment of the railroad back to Old 41."

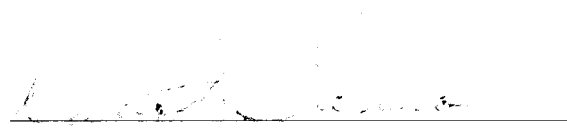
Both of these sites had the potential to meet my clients' needs. Unfortunately, based on the above comments of Mr. Miller and Mr. Youngquist regarding the availability of rail service at the Alico Road properties, at this time these locations cannot be recommended to my clients for their consideration as viable industrial locations.

 Date
Dwight Brennan, Consultant

VERIFICATION

I, Dwight Brennan, verify under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this verified statement in Seminole Gulf Railway, L.P. – Adverse Abandonment – In Lee County, FL. STB Docket No. AB-400 (Sub-No. 4).

Executed on 10/22/04, 2004.



Dwight Brennan

Before the
SURFACE TRANSPORTATION BOARD

STB Docket No. AB-400 (Sub-No. 4)

SEMINOLE GULF RAILWAY, L.P.
- ADVERSE ABANDONMENT -
IN LEE COUNTY, FLORIDA

PROTEST OF SEMINOLE GULF RAILWAY, L.P.

APPENDIX C

Eric M. Hocky
Gollatz, Griffin & Ewing, P.C.
Four Penn Center
Suite 200
1600 John F. Kennedy Blvd.
Philadelphia, PA 19103-2808
(215) 563-9400
emhocky@ggelaw.com

Attorneys for Seminole Gulf
Railway, L.P.

Dated: August 9, 2004

BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC 20423

STB Docket No. AB-400 (Sub- No. 4)

SEMINOLE GULF RAILWAY, L.P.
ADVERSE ABANDONMENT
IN LEE COUNTY, FL

ANSWERS OF LEE COUNTY, FLORIDA,
TO SEMINOLE GULF RAILWAY, L.P.'S
FIRST SET OF INTERROGATORIES

Lee County, Florida ("Lee County"), by its undersigned counsel, and pursuant to 49 C.F.R. Part 1114, hereby submits its Answers to the First Set of Interrogatories served upon Lee County by Seminole Gulf Railway, L.P. ("SGLR"). At the request of SGLR, the date for the submission of Lee County's Objections and Answers was set for July 19, 2004. Hence, these Objections and Answers are timely.

I.

GENERAL OBJECTIONS

1. Lee County objects to the instructions and definitions set forth in SGLR's First Set of Interrogatories to the extent that they differ from, or seek to enlarge, Lee County's obligations beyond those provided under 49 C.F.R. Part 1114, 49 C.F.R Part 1152, and any other applicable statutes or accompanying regulations.

2. Lee County objects to SGLR's First Set of Interrogatories to the extent that it calls for information that is protected by the attorney-client privilege, the attorney work product

doctrine, or any other applicable privilege or similar doctrine. By answering any interrogatory or identifying any documents, Lee County is not waiving, intentionally or otherwise, the attorney-client privilege, work product doctrine, or any other privilege or doctrine protecting communications, transactions, or documents from disclosure.

3. Lee County objects to SGLR's First Set of Interrogatories to the extent that it would require an unduly burdensome or expensive response.

4. Lee County objects to SGLR's First Set of Interrogatories to the extent that it is unduly vague and/or ambiguous such that Lee County cannot determine with particularity the information that SGLR is seeking.

5. Lee County objects to SGLR's First Set of Interrogatories to the extent that it seeks information irrelevant to the subject matter of this action or which does not appear reasonably calculated or likely to lead to the discovery of admissible evidence.

6. Lee County objects to SGLR's First Set of Interrogatories to the extent that it is overly broad.

7. Lee County objects to SGLR's First Set of Interrogatories to the extent that it calls for information that is a trade secret or otherwise confidential commercial or financial information, or the disclosure of which would violate any person's right of privacy.

8. Lee County objects to SGLR's First Set of Interrogatories to the extent that they seek the disclosure of information containing confidential, proprietary or highly sensitive business information.

9. Lee County objects to SGLR's First Set of Interrogatories to the extent that it contains assertions or characterizations concerning the legal effect or import of any document

and/or of Lee County's alleged obligations with respect thereto. By providing any answer thereto, Lee County does not accept or adopt such assertions or characterizations.

10. Lee County's objections and answers to SGLR's First Set of Interrogatories are based on information now known to it. Lee County reserves its right to amend, modify, or supplement its objections and answers if it learns of new information.

11. These general objections apply to every portion of SGLR's First Set of Interrogatories, and Lee County's failure to repeat these objections in the following Specific Objections and Answers shall not be deemed a waiver thereof.

II. SPECIFIC OBJECTIONS AND ANSWERS

Subject to and without intending to waive any of the foregoing General Objections, Lee County objects and/or answers SGLR's First Set of Interrogatories as follows:

Interrogatory No. 1. Identify the residuary owners of the property underlying the Subject Line, and any maps or surveys on which you relied in answering this Interrogatory.

Answer to Interrogatory No. 1: Subject to and without waiving its objections, Lee County answers this interrogatory as follows: Property owners adjacent to SGLR's right of way include: Alico Industries, LLC, DTB Properties, LLC, Florida Power and Light Company, Airport Industrial Holdings, LLC, West Coast Roofing & Waterproofing, Inc., Alico Lakeside, LLC, and Joe & Bruce, LLC. The attached ownership plot map was used by Lee County to determine the identity of adjacent property owners. See Attachment A.

Interrogatory No. 2. State when the County first began planning to widen Alico Road from two lanes to six lanes.

Answer to Interrogatory No. 2: Subject to and without waiving its objections, Lee County answers this interrogatory as follows: On July 22, 1997 the Lee County Board of County Commissioners (“BOCC”) took the first step towards planning the road widening project when they accepted a list of Consultants ranked by the Commissioners’ Competitive Negotiations Committee. In October 21, 1997, the BOCC awarded a Professional Service Agreement to Hole Montes & Associates, Inc. to design the widening of Alico Road. See Attachment B, the BOCC Agenda Items from July 22, 1997 and October 21, 1997.

Interrogatory No. 3. State whether the County has acquired, or plans to acquire, by eminent domain or otherwise, the private property the Project will occupy, including the adjacent right of way, and whether the County intends to compensate such property owners, including SGLR for their business damages and real property interests. If so, describe in detail what procedures will be followed by the County and when such actions will be taken.

Answer to Interrogatory No. 3: Subject to and without waiving its objections, Lee County answers this interrogatory as follows: The County will acquire the property needed to widen Alico Road by eminent domain, donation, or purchase, under Chapter 73 of the Florida Statutes.

Interrogatory No. 4. State when the County entered into its contract with Phoenix Construction Services that provides for penalties for delay. (Application, page 5.)

Answer to Interrogatory No. 4: Subject to and without waiving its objections, Lee County answers this interrogatory as follows: On April 8, 2003 the BOCC awarded the construction contract to Phoenix Construction Services, Inc. and that contract contained the

applicable provision. See Attachment C, the BOCC Agenda Item from April 8. Additionally, the contract is included in response to request #8.

Interrogatory No. 5. State whether Phoenix Construction Services has provided separate prices to the County for the Project depending on whether the adverse abandonment is granted, and if so:

(a) Describe in detail the price, and the work to be done at the Alico Road, Alico Center Road and Florida Power & Light (“FP&L”) crossings with the Subject Line in place;

(b) Describe in detail the price, and the work to be done at the Alico Road, Alico Center Road and FP&L crossings, with the Subject Line being removed; and

(c) When each price calculation was prepared.

Answer to Interrogatory No. 5: Subject to and without waiving its objections, Lee County answers this interrogatory as follows: A copy of the contract between Phoenix and Lee County has been provided in response to SGLR’s request for documents. The contract does not provide separate prices based on whether or not the abandonment is approved.

Interrogatory No. 6. Describe in detail how the current status of the Project is different than when the County wrote to SGLR in April 2000 demanding that the Alico Road crossing which is affected by this proceeding be removed in connection with the widening of Alico Road. A copy of the letter is attached hereto. Additionally, describe in detail the County’s position with respect to the other Alico crossing referenced in the letter.

Answer to Interrogatory No. 6: Subject to and without waiving its objections, Lee County answers this interrogatory as follows:

In 2000, when Lee County sent SGLR the letter referenced in the above interrogatory, Lee County believed the road widening project would commence in the near future. Unfortunately, the project was delayed for years due to environmental and permitting concerns. In 2000, Lee County was also under the mistaken belief that it had the power to condemn the railroad line. Subsequently, Lee County learned that the Surface Transportation Board has exclusive jurisdiction over railroad lines. Since there was an active shipper on the Subject line, Lee County initially proceeded on the assumption that rail service would continue on that line segment. Eventually, all permits for the road widening project were granted, and contracts were awarded for commencement of the work. Lee County solicited a proposal from SGLR to construct what the County at that time thought to be a necessary grade crossing at Alico Road. The need for construction of a grade crossing was drawn into question February of 2004, which was approximately the time when Lee County first heard that the property at 16911 Gator Road might be sold. This, and the fact that the new owners would not be utilizing rail service once the lease for J.J. Taylor expired, was confirmed in March 2004. At that time, Dan Miller of DTB Industries, the company that purchased the parcel of land adjoining J.J. Taylor's facility, sent Don DeBerry a copy of the siding agreement between it and Alico Industries which prohibits the rail siding from being used for rail purposes after J.J. Taylor's lease expired. At that time or thereafter, it was confirmed that the new owners, Alico Industries, LLC, supported abandonment of rail service on the Subject line. Alico Industries submitted a verified statement in support of Lee County's Application. It became clear over the course of dealing with SGLR on the Alico Road widening project and related issues that SGLR was not willing to voluntarily seek abandonment. The parties exchanged offers to settle the dispute, but a compromise was never reached. Eventually, the County retained regulatory counsel and initiated this proceeding. A

resolution to this problem could not be reached at a further meeting called by SGLR on June 28, 2004 to encourage Lee County to stop this proceeding.

Interrogatory No. 7. Describe in detail the reasons why the County waited until May 2004, to begin this adverse abandonment proceeding if the Project began in 2003. (DeBerry V.S., ¶ 7.)

Answer to Interrogatory No. 7: Subject to and without waiving its objections, Lee County answers this interrogatory as follows: See answer to Interrogatory No. 6.

Interrogatory No. 8. Describe in detail County's estimate of the costs of removal of the existing crossings and signal systems at (1) Alico Road, (2) Alico Center Road, (3) FP&L crossing, (4) Gator Road, and (5) Haitian Road, if the requested adverse abandonment is approved.

Answer to Interrogatory No. 8: Subject to and without waiving its objections, Lee County answers this interrogatory as follows: The estimate for removing the Alico Road crossing is provided in response to Request # 12 from SGLR's First Request for the Production of Documents. Lee County has prepared no formal estimate of the costs associated with crossing removals at the other grade crossings. Assuming Lee County did need to remove the existing crossings, even those on private roads such as Gator Road and Haitian Road, Mr. Donald DeBerry estimates that the costs associated with removing the tracks would be less than \$50,000.00. If after the abandonment is granted, SGLR decides not to voluntarily remove the railroad line for scrap, Lee County will do so and recover the net liquidation value.

Interrogatory No. 9. Describe in detail County's estimate of the costs of paving the roadway portion of the current crossing areas at (1) Alico Road, (2) Alico Center Road, (3)

FP&L crossing, (4) Gator Road, and (5) Haitian Road, if the requested adverse abandonment is approved.

Answer to Interrogatory No. 9: Subject to and without waiving its objections, Lee County answers this interrogatory as follows: The estimate for repaving the Alico Road crossing is produced in response to Request # 12 from SGLR's First Request for the Production of Documents. Lee County has not estimated the costs associated with paving the other grade crossings, some of which cross unpaved private roads. Currently, Lee County is obligated to re-grade portions of the private side streets as part of the Alico Road widening project. Mr. DeBerry estimates that expanding the re-grading project, including paving the point where the railroad line currently crosses these streets, would only cost \$3,000 to \$4,000 per street provided it occurs while the road widening project is still underway.

Interrogatory No. 10. State whether the Project will include the installation of a drainage culvert or other drainage facilities at the J.J. Taylor facility even if the requested adverse abandonment were approved.

Answer to Interrogatory No. 10: Subject to and without waiving its objections, Lee County answers this interrogatory as follows: Lee County has a temporary easement to install a drainage culvert underneath the siding into J.J. Taylor's facility. This easement was granted by MBC Acquisition Company, Inc., the previous owner of J.J. Taylor's facility. If the adverse abandonment is approved and the Subject line is removed, the siding into J.J. Taylor's facility can be removed and no culvert will be necessary and Lee County will be able to install a more cost effective drainage ditch.

Interrogatory No. 11. Describe in detail the current zoning and current use of the properties adjacent to the Subject Line and the properties accessed for a distance of one-

half mile in each direction by Alico Center Road, FP&L crossing, and Gator and Haitian Roads.

Answer to Interrogatory No. 11: Subject to and without waiving its objections, Lee County answers this interrogatory as follows: See attached map that specifies how the property adjacent to the Baker Spur is zoned. See Attachment D.

Interrogatory No. 12. Describe in detail the route that County proposes that FP&L will use to transport its transformers from the County's proposed unloading site at approximately engineering station 36+35 ±, and identify what persons own the residuary rights beneath the property to be used for such route. (DeBerry V.S., ¶ 8.)

Answer to Interrogatory No. 12: Subject to and without waiving its objections, Lee County answers this interrogatory as follows: Lee County has not proposed any change in the location of the existing FP&L unloading site. FP&L's representatives stated that the current western terminus of the abandonment will allow FP&L to continue using the Baker Spur to transport transformers and other heavy equipment to FP&L's Alico Road facility and other facilities served from this location. When discussing this abandonment with FP&L, the County relied on FP&L to determine if its needs would be met upon the occurrence of the abandonment.

Interrogatory No. 13. Describe in detail all conversations between the County and SGLR about whether SGLR will be able operationally to handle the FP&L traffic as proposed if the adverse abandonment is granted.

Answer to Interrogatory No. 13: Subject to and without waiving its objections, Lee County answers this interrogatory as follows: To the best of Lee County's knowledge, there have been no conversations between Lee County and SGLR regarding this subject. Based upon

the County's discussion with FP&L's representatives, Lee County does not anticipate that there will be any real problem with continuing the service.

Interrogatory No. 14. Describe in detail how the County learned about J.J. Taylor's plans to move from its facility located at 16911 Gator Road.

Answer to Interrogatory No. 14: Subject to and without waiving its objections, Lee County answers this interrogatory as follows: Nicole Maxey met with Roy Nestor of J.J. Taylor on June 20, 2002 and was informed that their current facility was too small for their growing operation and they were looking to move their facility. At that meeting Mr. Nestor indicated that their lease expired in November 2003, although Lee County subsequently learned that the lease was extended until January 5, 2005.

Don DeBerry received a phone call in February or March of 2004 from Mr. Harvey Youngquist, a local landowner and businessman who owns an interest in the property surrounding Haitian Road, explaining that SGLR was obstructing his company's access to Alico Road by laying skeletal track over the road. Mr. Youngquist informed Mr. DeBerry that the property leased by J.J. Taylor had been or was going to be sold and the purchaser would no longer utilize rail service. As explained in answers Nos. 6 and 17, the property located at 16911 Gator Road was eventually sold, and an agreement was entered into whereby the new owner agreed that the rail siding would not be used for rail services after J.J. Taylor's lease expired. That agreement has been provided in response to Request No. 1.

Interrogatory No. 15. Describe in detail all incentives or other arrangements, financial or otherwise, that the County or any third party has offered J.J. Taylor to facilitate its move, including any consideration relative to its new site such as, but not limited to, expedited permitting of the site.

Answer to Interrogatory No. 15: Subject to and without waiving its objections, Lee County answers this interrogatory as follows: Lee County has no knowledge of any such offers or incentives.

Interrogatory No. 16. State whether the County would have sought this adverse abandonment if J.J. Taylor were planning to remain as a shipper on the Subject Line.

Objections to Interrogatory No. 16: Lee County objects to this interrogatory to the extent it asks Lee County to speculate about a condition that no longer exists.

Answer to Interrogatory No. 16: Subject to and without waiving its objections, Lee County answers this interrogatory as follows: The undersigned project managers would not have recommended an adverse abandonment if J.J. Taylor were planning to remain an active rail shipper on the Subject line. However, if J.J. Taylor changed its method of receiving inbound beer shipments and converted to motor carriers for those shipments, Lee County may well have sought an abandonment.

Interrogatory No. 17. Describe in detail the use that Alico Industries, LLC intends to make of the facility located at 16911 Gator Road, and how the County came to learn of the proposed use.

Answer to Interrogatory No. 17: Subject to and without waiving its objections, Lee County answers this interrogatory as follows: Lee County does not know what the proposed use is for the above referenced property. Mr. DeBerry has a conversation with Mr. Youngquist, a local businessman with an interest in Alico Industries, LLC, in which Mr. Youngquist stated that the property located at 16911 Gator Road had been sold to persons who will not be utilizing rail service. Additionally, on March 12, 2004, a local realtor named Dan Miller sent Mr. Don DeBerry a railroad siding agreement that would prohibit future rail service on the siding between

the Baker Spur and J.J. Taylor's current facility. This agreement is included in response to SGLR's Request No. 1.

Interrogatory No. 18. Identify all incentives or other arrangements, financial or otherwise, that the County or any third party has offered Alico Industries, LLC to state that it will not use rail service at the facility.

Answer to Interrogatory No. 18: Subject to and without waiving its objections, Lee County answers this interrogatory as follows: Lee County has no knowledge of any such offers or incentives.

Interrogatory No. 19. Identify the owners of Airport Industrial Holdings, LLC, and describe in detail its business, the use, if any, it makes of the facility located in Fort Myers adjacent to the Baker Spur, and how the County came to learn of the such use.

Answer to Interrogatory No. 19: Subject to and without waiving its objections, Lee County answers this interrogatory as follows: Lee County believes Mr. Youngquist is one of the owners of Airport Industrial Holdings, LLC, but does not know the identities of any other owners, nor does Lee County know what business Airport Industrial Holdings, LLC is in, nor what use it makes of its property adjacent to the Subject line. Airport Industrial Holdings, LLC has submitted a verified statement in support of the abandonment of the Subject line.

Interrogatory No. 20. Identify all incentives or other arrangements, financial or otherwise, that the County or any third party has offered Airport Industrial Holdings, LLC to state that it will not use rail service at the facility.

Answer to Interrogatory No. 20: Subject to and without waiving its objections, Lee County answers this interrogatory as follows: Lee County has no knowledge of any such offers or incentives.

Interrogatory No. 21. Describe in detail the basis for the County's initial estimate that the removal of a new grade crossing at Alico Road, if one is installed, would be \$500,000. (Lee-4 at 3-4.)

Answer to Interrogatory No. 21: Subject to and without waiving its objections, Lee County answers this interrogatory as follows: Donald DeBerry made the \$500,000 estimate without doing any calculations and based solely on his experience with railroad crossings and road construction projects.

Interrogatory No. 22. Describe in detail the basis for the County's estimate that the removal of a new grade crossing at Alico Road, if one were installed, would be \$300,000 (Lee-10 at 4), and state the reasons why the estimate has been reduced. Identify each person that was consulted or contributed to the calculation of this estimate.

Answer to Interrogatory No. 22: Subject to and without waiving its objections, Lee County answers this interrogatory as follows: Donald DeBerry made the calculations himself without consulting anyone and based purely on his experience with railroad crossings and road construction projects. Mr. DeBerry considered the calculations more closely for the Application than he had when giving his initial estimate. His calculations are provided in response to request for documents #12.

Interrogatory No. 23. Describe in detail Mr. DeBerry's previous experience with the removal of grade crossings. (DeBerry V.S. ¶ 4.)

Answer to Interrogatory No. 23: Subject to and without waiving its objections, Lee County answers this interrogatory as follows: Mr. DeBerry has experience dealing with the construction and removal of grade crossings comes from working as project engineer and superintendent of construction for International Paper Company's Eastern Region. In that

position he supervised the Georgetown, South Carolina pulpwood mill's delivery system, which consisted of railroad lines and related facilities located throughout North and South Carolina. Mr. DeBerry's department at International Paper also constructed and reconstructed 5 rail facilities as well as 7 integrated rail and barge facilities, and these construction projects included numerous railroad crossings.

Interrogatory No. 24. State whether, if the adverse abandonment is granted, there will be median cuts where the access road crosses Alico Road.

Objections to Interrogatory No. 24: In addition to the objections noted above, Lee County specifically objects to this question and vague and overbroad. The Alico Road widening project will widen a strip of road approximately 2.85 miles long, encompassing numerous intersections. Therefore, it is impossible to determine with certainty to which access road this interrogatory refers.

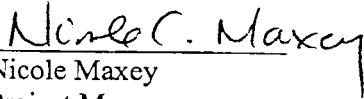
Answer to Interrogatory No. 24: Subject to and without waiving its objections, Lee County answers this interrogatory as follows: There are multiple median cuts planned for the Alico Road widening project. Currently, the design includes no median openings at Alico Center Road, but full median openings at Jean Street and Gator Road. It is unlikely that the abandonment will affect the placement of median cuts. Should additional median cuts be necessary, the cost would be minimal so long as decisions on median cut placement is made before completion of the road widening project. Conversations between Lee County and FP&L

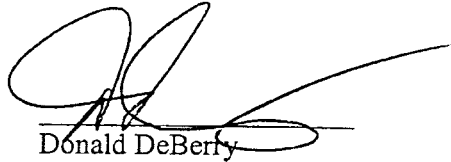
representatives lead Lee County to conclude that the presently planned median cut at Gator Road will be sufficient for the movement of transformers to FP&L's facility adjacent to Alico Road.

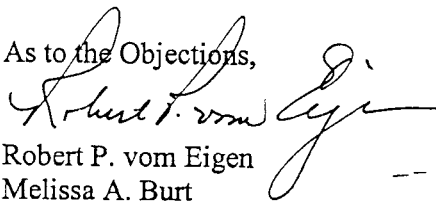
Interrogatory No. 25. Identify each person who participated in the preparation of the answers to these Interrogatories.

Answer to Interrogatory No. 25: Subject to and without waiving its objections, Lee County answers this interrogatory as follows: Donald DeBerry and Nicole Maxey.

I declare this 19th day of July, 2004 under penalty of perjury that the foregoing answers to Amtrak's First Set of Interrogatories are true to the best of my information and belief.


Nicole Maxey
Project Manager
Lee County Department of Transportation


Donald DeBerry
Design Program Manager
Lee County Department of Transportation

As to the Objections,

Robert P. vom Eigen
Melissa A. Burt
FOLEY & LARDNER LLP
3000 K Street, N.W., Suite 500
Washington, D.C. 20007-5143
Telephone (202) 672-5300
Facsimile (202) 672-5399
Attorneys for Lee County, Florida

4c30
A 1.
Donald DeBerry - Re: Rail Road Agreement

From: Donald DeBerry
To: Miller, Dan
Date: 3/12/2004 11:22 AM
Subject: Re: Rail Road
CC: Kelly, Wayne

Thank you! --

Don DeBerry
Design Program Manager
LC DOT
(941) 479-8503
fax (941) 479-8520
ddeberry@leegov.com

>>> "Dan Miller" <danmiller@remaxswfl.com> 03/12/04 09:49AM >>>

Attached is the agreement affecting the Miller parcels.

Please call with any questions.

Thank you,

Dan

Donald DeBerry - Rail Road Agreement

From: "Dan Miller"
To: "Don DeBerry" <ddeberry@leegov.com>
Date: 3/12/2004 9:52 AM
Subject: Rail Road Agreement
CC: "Wayne Kelly" <wkelly51@hotmail.com>

Attached is the agreement affecting the Miller parcels.

Please call with any questions.

Thank you,

Dan

THIS INSTRUMENT PREPARED BY:
AND SHOULD BE RETURNED TO:

TERRY V. BROUGHTON, ESQ.
1705-D2 COLONIAL BOULEVARD
FORT MYERS, FL 33907

_____[space above this line for recording data]_____

RAILROAD SIDING AGREEMENT

THIS AGREEMENT is between DTB Properties, LLC, a Florida limited liability company ("DTB"), and Alico Industries, LLC, a Florida limited liability company ("Alico").

PREMISES

- A. DTB is the owner of Parcel A, described in the attached Exhibit "A".
- B. Alico is the owner of Parcel B, as described in the attached Exhibit "B".
- C. As of the date of this Agreement, a Railroad Siding exists which runs through both Parcels A and B branching from a spur ("Railroad Right-of-Way") located along the south boundary of Parcels A and B and terminating in Parcel B.
- D. As of the date of this Agreement, Parcel B is occupied by tenant, J.J. Taylor Distributing Ft. Myers-Naples, Inc., a Florida corporation ("J.J. Taylor").
- E. Immediately prior to the date of this Agreement, Parcel A and B were in common ownership.
- F. A principal of DTB has caused Parcel B to be conveyed to Alico. Alico joins in this Agreement as part of the consideration for Parcel B.

AGREEMENT

In consideration of the premises and the mutual benefits obtained, the parties agree as follows:

- 1. The parties acknowledge a mutual intent to terminate rail service in the Railroad Right-of-Way.
- 2. Upon the termination of the J.J. Taylor lease which is to expire July 9, 2004, subject to the tenant's option to renew for six consecutive renewal periods of one month each, or if J.J. Taylor ceases to occupy Parcel B, then, as soon as practical thereafter, Alico join in such reasonable documentation as may be requested by DTB from time to time, but without expense to Alico, for the purpose of giving notice to the Railroad Operator and to State and Federal Authorities to indicate an intent to have the Railroad spur removed. After expiration of the J. J. Taylor lease, Alico shall not permit use of the Railroad Right-of-way by any occupant of Parcel B.
- 3. This agreement is subject to specific performance. This agreement shall be of no further effect after the fifth anniversary of recording this agreement.

4. In the event of any litigation or other dispute arising out of this Agreement, the prevailing party shall be entitled to receive reasonable costs of enforcing the provisions of this Agreement, including, without limitation, reasonable fees of attorneys, paralegals, or anyone else reasonably engaged by the prevailing party in connection with enforcement of the obligations of the Agreement.

WITNESSES to DTB:

DTB Properties, LLC,
a Florida limited liability company

Printed Name: A Deastis Grace In

By: [Signature]
Daniel E. Miller, as managing member

Printed Name: TERRY V. BROUGHTON

STATE OF FLORIDA)
COUNTY OF LEE)

THE FOREGOING instrument was acknowledged before me this 1 day of February, 2004, by Daniel E. Miller. He is personally known to me or has produced A MANAGING MEMBER OF UTA PROPERTIES LLC as identification.

[Seal]

OFFICIAL NOTARY
TERRY V BROUGHTON
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. 12345
MY COMMISSION EXPIRES 12/31/2012

Notary Public

WITNESSES to DTB:

Alico Industries, LLC,
a Florida limited liability company

By its authorized member,
D.R.S., LLC,
a Florida limited liability company

Printed Name: A. Douglas Grace Jr.

By: Duane R. Swanson
Duane R. Swanson, as manager

Printed Name: TERRY V. BROUGHTON

STATE OF FLORIDA)
COUNTY OF LEE)

THE FOREGOING instrument was acknowledged before me this 1 day of ^{MARCH} February, 2004, by Dwaine R. Swanson. He is personally known to me or has produced Dwaine Swanson as identification. AS MANAGER OF D.R.S., LLC, AUTHORIZED MEMBER OF ALCO INDUSTRIES, LLC

[Seal]

OFFICIAL NOTARY SEAL
TERRY V BROUGHTON
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. 12345678
EXP. 12/31/2024

Notary Public

Burt, Melissa A.

From: vom Eigen, Robert P.
Sent: Monday, July 19, 2004 12:07 PM
To: Burt, Melissa A.
Subject: FW: Statement for Submission in Support of Lee County Application

-----Original Message-----

From: Jose Rivera [mailto:jrivera@ftmyers.jjtaylor.com]
Sent: Wednesday, May 19, 2004 8:14 AM
To: 'vom Eigen, Robert P.'
Subject: RE: Statement for Submission in Support of Lee County Application

We have a site permit. We are proceeding with clearing the site. Still waiting on a building/construction permit from the city. Can you help?

Jose E. Rivera
Vice President Operations
J.J. Taylor Distributing Florida, Inc.
16911 Gator Road
Fort Myers, Florida 33912
Tel: (239) 267-1006
Fax: (239) 267-2144
E-Mail: jrivera@ftmyers.jjtaylor.com

-----Original Message-----

From: vom Eigen, Robert P. [mailto:RvomEigen@foley.com]
Sent: Wednesday, May 19, 2004 7:51 AM
To: Jose Rivera
Subject: RE: Statement for Submission in Support of Lee County Application

Jose:

The timing is fine. Did you confirm whether the building permit for your new warehouse has been issued? Is construction beginning this week? Let us know if Lee County can call the City agencies to help move things along. Thanks for your help.

Bob vom Eigen
Foley & Lardner LLP
3000 K Street, N.W., Suite 500
Washington, D. C. 20007

Phone: (202) 672-5367
Fax: (202) 672-5399

-----Original Message-----

From: Jose Rivera [mailto:jrivera@ftmyers.jjtaylor.com]

Sent: Tuesday, May 18, 2004 5:45 PM
To: 'vom Eigen, Robert P.'
Subject: RE: Statement for Submission in Support of Lee County Application

Bob,

I made some corrections to your document. I am forwarding the same to our Executive VP for review and approval. I will call him tomorrow morning to discuss and get any feedback. Hopefully, I will be able to sign and execute the same and forward to you before Friday. let me know if the timing is an issue.

Jose E. Rivera
Vice President Operations
J.J. Taylor Distributing Florida, Inc.
16911 Gator Road
Fort Myers, Florida 33912
Tel: (239) 267-1006
Fax: (239) 267-2144
E-Mail: jrivera@ftmyers.jjtaylor.com

-----Original Message-----

From: vom Eigen, Robert P. [mailto:RvomEigen@foley.com]
Sent: Tuesday, May 18, 2004 10:23 AM
To: jrivera@ftmyers.jjtaylor.com
Cc: Burt, Melissa A.; turnerjs@leegov.com
Subject: Statement for Submission in Support of Lee County Application

Dear Jose: Attached is a draft of the verified statement that I discussed with you earlier.

Lee County is seeking to abandon a portion of the Seminole Gulf rail line that connects to your warehouse in order to avoid installation of a costly grade crossing protection system with the widening of Alico Road. We need to confirm that you will no longer need rail service at this facility and the approximate time when J. J. Taylor will vacate the facility. This statement will be submitted with Lee County's application which we expect to file in the first week of June. Therefore, we would like to finalize your statement before the end of this month. You will see some blanks in the statement that I would like your help in completing. Also, we would like to be as precise as we can be about the date upon which you will no longer require rail service. You will not be cross examined or be required to testify in a live hearing, but, of course, we want your statement to be as accurate as possible.

Also, I would appreciate a telephone call later today when you have been able to confirm where the site and building permits stand, and when site clearance and construction work will commence. Thank you for your help in this matter.

Bob vom Eigen
Foley & Lardner
3000 K Street, N.W., Suite 500
Washington, D. C. 20007

Phone: (202) 672-5367
Fax: (202) 672-5399

IMPORTANT NOTICE: The preceding message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you believe that it has been sent to you in error, do not read it. Please reply to the sender that you have received the message in error. Then destroy it. Thank you.

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Burt, Melissa A.

From: vom Eigen, Robert P.
Sent: Thursday, May 20, 2004 11:38 AM
To: Jose Rivera (jrivera@ftmyers.jjtaylor.com)
Cc: John S. Turner Esq. (turnerjs@leegov.com)
Subject: FW: JJ Taylor Distr. Status of Permits

Jose: One of the Lee County attorneys who works on land use permitting called his counterpart with the City, and I attach his report on the status of your permits. According to the City, it appears that the outstanding questions relating to the building permit are not of a nature that suggest there are any significant issues, but that the ball is in your court to respond. If this is not correct, or if we can be of further assistance to you in this process, please let us know. Thanks,

Bob vom Eigen
Foley & Lardner
3000 K Street, N.W., Suite 500
Washington, D. C. 20007

Phone: (202) 672-5367
Fax: (202) 672-5399

-----Original Message-----

From: Timothy Jones [mailto:JONEST@leegov.com]
Sent: Wednesday, May 19, 2004 3:44 PM
To: rvomeigen@foley.com
Subject: JJ Taylor Distr.

I spoke with Mark & he got back to me with the following:

1. They have been issued their right-of-way permit.
2. Their Site permit is ready to be picked up. They were notified on Monday, but have not paid & picked up yet.
3. Bldg. Permit on hold due to need to address some additional questions. Do not seem to be significant problems.

I will check back with Mark periodically. Let me know if you hear anything that suggests there is a problem.

Timothy Jones
Chief Assistant County Attorney
Lee County, Florida
Phone: 239-335-2236 Fax: 239-335-2606
Email: jonest@leegov.com

4036

A.2

Donald DeBerry - RE: FW: Environmental and historic report.pdf

From: "Burt, Melissa A." <MBurt@foley.com>
To: <James_Poppell@fpl.com>, <D_C_Merchant@fpl.com>
Date: 6/4/2004 11:23 AM
Subject: RE: FW: Environmental and historic report.pdf
CC: "vom Eigen, Robert P." <RvomEigen@foley.com>, "J Turner" <TURNERJS@leegov.com>, "Donald DeBerry" <DDeBerry@leegov.com>

Dear Dennis-

I am glad that you have had a chance to review Lee County's Report and the accompanying maps.

I understand your concerns, and I would like to reiterate that Lee County has no intention of interrupting FP&L's use of the Baker Siding and we are not asking for an abandonment of the Baker Siding. We are asking for an abandonment of the Baker Spur to the West of Alico Center Road, but the Western terminus will be east of where the Baker Siding shoots off to the south. The Baker Siding is not included in the portion to be abandoned, and we believe that the portion we are asking to be abandoned should not change or effect FP&L's use of the Baker Siding for transloading operations.

Because we realize how important the use of the Baker Siding is to FP&L, Lee County would like to work with FP&L on this matter, so please feel free to call me with any questions or concerns.

Melissa A. Burt
 Foley & Lardner
 3000 K Street, N.W.
 Suite 500
 Washington, D.C. 20007
 Phone: 202-945-6195
 Fax: 202-672-5399
 Website: www.foley.com
 Email: mburt@foley.com

-----Original Message-----

From: James_Poppell@fpl.com [mailto:James_Poppell@fpl.com]
 Sent: Friday, June 04, 2004 10:59 AM
 To: D_C_Merchant@fpl.com
 Cc: mburt@foley.com
 Subject: Re: FW: Environmental and historic report.pdf

Dennis:

Thank you for such a timely response. Melissa assured me that they will not move forward if this abandonment means we lose the use of the spur that supplies our transformer station. I will send your email to her, and hopefully we can all get on the same page. And yes, please

send me a copy of the letter.

Melissa:

Please see the response from Dennis below.

Thanks, Jim

Jim Poppell
Senior Attorney
Florida Power & Light Company
700 Universe Blvd.
Juno Beach, FL 33408
(561) 691-2923
(561) 691-7103 Fax

D C Merchant

To: James
Poppell/GC/FPL@FPL
06/04/2004 10:54 cc: T S
Foley/HR/FPL@FPL, Joe J Mango/PS/FPL@FPL, Ralph E Davis/HR/FPL@FPL
AM Subject: FW:
Environmental and historic report.pdf

Jim,

I appreciate your help on this. The aerial photo in Melissa's attachment is great. However, it is bad news for FPL.

If you look at the photo, follow the proposed abandonment along Alico Road. Notice the cross street of Alico Center Road, then just below that, you will see a building outline. Right in front of this building there is a rail siding. We refer to this as the Baker Siding, which is part of the Baker Spur. The abandonment as I see it would eliminate access for Seminole Gulf RR to this siding. This is not what Melissa and I discussed.

In the past 5 yrs. we have used this spur aprox 3 times per year. So far this year, we have used it 3. The alternative to this siding would be to utilize a siding in Ft. Myers to the north or Bonita Beach to the South. Both are aprox. an additional 25 miles. The additional cost to FPL in utilizing either one of these sites would be a minimum of \$5,000.00 per occurrence. I say minimum because the final route change would need to be approved by DOT permitting office on a per occurrence

basis. (In the past, we have had to haul transformers from Ft. Myers east to Arcadia then back to North Ft. Myers in order to meet DOT road and bridge restrictions. This equates an added mileage of aprox. 100 miles for a 20 mile trip.) This example is an extreme but it has happened.

I have received a package from Melissa which updates the abandonment to the east end which is of no consequence to me. The letter states it is a notification only. Would you like me to forward it to you?

Thanks Dennis --

----- Forwarded by D C Merchant/HR/FPL on 06/04/2004 10:40 AM -----

James Poppell

To: D C
Merchant/HR/FPL@FPL
06/04/2004 10:18 cc:
AM Subject: FW:
Environmental and historic report.pdf

Thanks for your reply. I am forwarding two emails to you from Ms. Burt. I asked her to identify the exact spur line. She believes that we are talking about two different spurs. I have no idea. Can you take a look at what she sent (see below and a second email to follow) and then get back with her, or me? I appreciate your time. Thanks, Jim

Jim Poppell
Senior Attorney
Florida Power & Light Company
700 Universe Blvd.
Juno Beach, FL 33408
(561) 691-2923
(561) 691-7103 Fax

----- Forwarded by James Poppell/GC/FPL on 06/04/2004 10:15 AM -----

"Burt, Melissa

A." To:
james_poppell@fpl.com
<MBurt@foley.com> cc:
Subject: FW:
Environmental and historic report.pdf

06/03/2004 06:04

PM

Dear Jim-

Please find the Environmental and Historic report attached. This document should help further describe the portion of the Baker Spur line in question. Please do not hesitate to call if you have any questions.

Sincerely, Melissa

Melissa A. Burt
Foley & Lardner
3000 K Street, N.W.
Suite 500
Washington, D.C. 20007
Phone: 202-945-6195
Fax: 202-672-5399
Website: www.foley.com
Email: mburt@foley.com

-----Original Message-----

From: Harris, Constance L.
Sent: Tuesday, May 18, 2004 8:19 PM
To: Burt, Melissa A.
Subject: Environmental and historic report.pdf

<<Environmental and historic report.pdf>>

IMPORTANT NOTICE: The preceding message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you believe that it has been sent to you in error, do not read it. Please reply to the sender that you have received the message in error. Then destroy it. Thank you.

(See attached file: Environmental and historic report.pdf)

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file:///C:/Documents%20and%20Settings/deberrda.DLL9B9TQ01/Local%20Settings/Temp/C... 7/6/2004

Then destroy it. Thank you.

--

From: Donald DeBerry
To: Grover_Whidden@fpl.com
Date: 6/5/04 8:56AM
Subject: Fwd: RE: FW: Environmental and historic report.pdf

Grover,

Figured I would include you on this as you probably have interest. We are asking the Surface Transportation Board (STB) to force the abandonment of that part of the Baker Spur north of Alico Rd. as well as the crossing right in front of your facility. It is my understanding that you use the portion to the south of the road and may need to make provisions to cross the median in the area of your facility on the north side. I am available at your convenience to meet to make sure we meet your needs. If we can abandon the portion of track crossing Alico in front of your facility (and then obviously the balance of track east of that) we will save the taxpayers 1.2 million dollars (SGL's price to reconstruct it). Please call if you would like to get together.

Thanks again for the help with the guy wires, they are moved and we are working. Dewy was a big help!

Don DeBerry
Design Program Manager
LC DOT
(239) 479-8503
fax (239) 479-8520
ddeberry@leegov.com

CC: Cerchie, Randy; Maxey, Nicole; MBurt@foley.com

From: Donald DeBerry
To: D_C_Merchant@fpl.com
Date: 6/9/04 1:21PM
Subject: RE: FW: Environmental and historic report.pdf

Mr. Merchant,

I am going to try to call you in a minute and wanted to send the aerial I have to make sure we are talking apples and apples. Although we have shown the abandonment requested to extend to the west of Alico Center Rd. we could shorten that request if it makes a difference to FPL. Our principal concern is the portion east of Alico Center Rd. Look forward to speaking with you shortly.

Don DeBerry
Design Program Manager
LC DOT
(239) 479-8503
fax (239) 479-8520
ddeberry@leegov.com

>>> "Burt, Melissa A." <MBurt@foley.com> 06/04/04 11:22AM >>>
Dear Dennis-

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Melissa A. Burt
Foley & Lardner
3000 K Street, N.W.
Suite 500
Washington, D.C. 20007
Phone: 202-945-6195
Fax: 202-672-5399
Website: www.foley.com
Email: mburt@foley.com

-----Original Message-----

From: James_Poppell@fpl.com [mailto:James_Poppell@fpl.com]
Sent: Friday, June 04, 2004 10:59 AM
To: D_C_Merchant@fpl.com

Cc: mburt@foley.com

Subject: Re: FW: Environmental and historic report.pdf

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Melissa:

Please see the response from Dennis below.

Thanks, Jim

Jim Poppell
Senior Attorney
Florida Power & Light Company
700 Universe Blvd.
Juno Beach, FL 33408
(561) 691-2923
(561) 691-7103 Fax

D C Merchant

To: James

Poppell/GC/FPL@FPL

06/04/2004 10:54 cc: T S

Foley/HR/FPL@FPL, Joe J Mango/PS/FPL@FPL, Ralph E Davis/HR/FPL@FPL

AM

Subject: FW:

Environmental and historic report.pdf

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Thanks Dennis

----- Forwarded by D C Merchant/HR/FPL on 06/04/2004 10:40 AM -----

James Poppell

To: D C

Merchant/HR/FPL@FPL

06/04/2004 10:18 cc:

AM Subject: FW:
Environmental and historic report.pdf

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Jim Poppell
Senior Attorney
Florida Power & Light Company
700 Universe Blvd.
Juno Beach, FL 33408
(561) 691-2923
(561) 691-7103 Fax

----- Forwarded by James Poppell/GC/FPL on 06/04/2004 10:15 AM -----

"Burt, Melissa

A." To:
james_poppell@fpl.com

<MBurt@foley.com> cc:

Subject: FW:
Environmental and historic report.pdf

06/03/2004 06:04

PM

Dear Jim-

Please find the Environmental and Historic report attached. This document should help further describe the portion of the Baker Spur line in question. Please do not hesitate to call if you have any questions.

Sincerely, Melissa

Melissa A. Burt
Foley & Lardner
3000 K Street, N.W.
Suite 500
Washington, D.C. 20007
Phone: 202-945-6195
Fax: 202-672-5399
Website: www.foley.com
Email: mburt@foley.com

-----Original Message-----

From: Harris, Constance L.
Sent: Tuesday, May 18, 2004 8:19 PM
To: Burt, Melissa A.
Subject: Environmental and historic report.pdf

<<Environmental and historic report.pdf>>

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(See attached file: Environmental and historic report.pdf)

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CC: Burt, Melissa A.; Grover_Whidden@fpl.com; James_Poppell@fpl.com; P., vom Eigen, Robert; Turner, J

From: Donald DeBerry
To: Burt, Melissa A.; Turner, J
Date: 6/14/04 10:53AM
Subject: RE: Lee County, FL filing on June 9, 2004

That's Alico Rd. Station 79+00 just west of Alico Center Rd. That shortens the total abandonment length by 300' to roughly 4360' of requested abandonment.

Don DeBerry
 Design Program Manager
 LC DOT
 (239) 479-8503
 fax (239) 479-8520
 ddeberry@leegov.com

>>> "Burt, Melissa A." <MBurt@foley.com> 06/14/04 10:26AM >>>
 Dear Don-
 Is it acceptable to the County to have the western terminus of the
 abandonment be station 79+00?

Melissa Burt

-----Original Message-----

From: Donald DeBerry [mailto:DDeBerry@leegov.com]
 Sent: Monday, June 14, 2004 10:12 AM
 To: MBurt@foley.com; J Turner
 Cc: RvomEigen@foley.com; D_C_Merchant@fpl.com; Grover Whidden@fpl.com;
 Nicole Maxey
 Subject: Re: Lee County, FL filing on June 9, 2004

Melissa,

I just spoke to Mr. Merchant. He agreed that if we move the western
 most abandonment station to just west of Alico Center Rd. (Alico Rd.
 sta. 79+00) that will satisfy their needs. How would you like me to
 proceed?

Don DeBerry
 Design Program Manager
 LC DOT
 (239) 479-8503
 fax (239) 479-8520
 ddeberry@leegov.com

>>> "Burt, Melissa A." <MBurt@foley.com> 06/10/04 10:02AM >>>

> <<Notice of Adverse Abandonment.pdf.PDF>> <<Williams.pdf.PDF>>
 >
 >
 > Please find attached the Notice and accompanying letter and Request
 > for Waiver that were filed electronically June 9, 2004, with the
 > Surface Transportation Board on behalf of Lee County, Florida.

>
> Sincerely,
>
> Melissa A. Burt
> Foley & Lardner LLP
> 3000 K Street, N.W.
> Suite 500
> Washington, D.C. 20007
> Phone: 202-945-6195
> Fax: 202-672-5399
> Website: www.foley.com
> Email: mburt@foley.com
>

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CC: D_C_Merchant@fpl.com; Grover_Whidden@fpl.com; Maxey, Nicole; P., vom Eigen, Robert

COMMENT FORM,
Public Information Meeting
Alico Road Improvements
Proposed Access Management Plan
February 11, 1998

ORIGINAL

Comments:

We encourage you to write down your opinions and comments to ensure that they become a part of the public meeting record and so that they will be given proper consideration. Please provide your comments below.

WE REPRESENT MILLER BRANDS (OFF ALICO
& GATOR ROAD) AND HAVE 3 SIGNIFICANT
CONCERNS.

(1) RAILROAD ACCESS

(2) THE NEED FOR A WESTBOUND RIGHT
TURN LANE DUE TO SEMI & HEAVY
DUTY TRUCK USAGE OF GATOR ROAD.

(3) THE NEED FOR A STOP LIGHT AT
THE ALICO / GATOR ROAD INTERSECTION
DUE TO TRUCKS TURNING FROM GATOR
EASTBOUND ON ALICO.

Please provide your name, address and daytime phone number so that you may be reached if we have any questions or need clarification concerning your comments. We value your input.

BILL RIHANEK / PETER GARDA

Name MILLER BRANDS

Address 16911 GATOR ROAD

City, Street, Zip Code FORT MYERS, FL. 33912

Please return this form by February 20, 1998 to:

Mr. Saeed Kazemi
Lee County Department of Transportation
P. O. Box 398
Fort Myers, Florida 33902-0398

PLEASE WRITE BACK
OR CALL US AT 267-1006

THANK YOU



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: (941) 335-2236

John E. Manning
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing
Examiner

April 7, 2000

Gordon H. Fay, President
Seminole Gulf Railway, Inc.
4110 Center Point Drive
Fort Myers, FL 33916

Re: Alico Road Railroad Crossings (Spur)
First Crossing on Baker Lead
Second Cross on Baker Lead

Dear Mr. Fay:

Lee County will soon be improving the Alico Road right-of-way to expand the road from two to six lanes. It will be necessary to remove and then replace SGR's track and equipment located within the existing right-of-way. As stated in earlier correspondence, the County's search of the public records indicates that SGR does not have title to or easement rights in the property underlying the first and second crossings on the Baker Lead. At this time, the County is requesting that Seminole Gulf Railway, Inc. cease operations and remove its track and signal improvements located within the 100-foot Alico Road right-of-way in that area by June 30, 2000.

Would you kindly respond on behalf of the railroad as to whether SGR will comply with this request by the end of business on Monday, April 17, 2000. In the event the County does not receive confirmation of SGR's intent to comply with this request by April 17th, the County will pursue court action to resolve the matter. For this reason, you may wish to refer this correspondence to SGR counsel.

Kind regards,

Donna Marie Collins
Assistant County Attorney

DMC/amp

cc: Timothy Jones, Assistant County Attorney
Scott Gilbertson, Department of Transportation
Saeed Kazemi, Department of Transportation
Harry Neeves, Seminole Gulf Railway, Inc.

S:\U\DMC\DMCLTR\Alico RR Crossing - Fay.wpd



RECEIVED
APR 11 2000



Recycled Paper

4030



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: (239) 479-8569

Bob Janes
District One

October 15, 2003

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing
Examiner

Mr. Harry Neeves
Seminole Gulf Railway, Inc.
4110 Centerpointe Drive, Suite 207
Fort Myers, FL 33916

Re: Alico Road Improvements – Crossing #3

Dear Mr. Neeves:

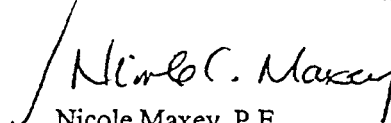
In accordance with Alico Road No. 3 Easement Agreement, dated September 14, 1988, between Seminole Gulf Railway, L.P. and Lee County, let this letter serve as notice that Lee County intends to improve this crossing in accordance with the agreement. Improvements consist of a six-lane divided urban roadway including curbs, gutters and a 6' sidewalk on the south side. An existing 60" CMP drainage pipe located on the north side of existing Alico Road will be grouted and left in place under the tracks. Enclosed are plans showing the proposed improvements.

Please prepare a cost estimate for these improvements. Once Lee County has received the cost estimate, we will forward to you the necessary deposit to get the materials ordered.

If you should have any questions, please do not hesitate to contact me at (239) 479-8569.

Sincerely,

DEPARTMENT OF TRANSPORTATION


Nicole Maxey, P.E.
Project Manager

NM:lcc

Enclosure

S:\DOCUMENT\Maxey\Letters\2003\RR - Alico #3 Crossing.doc



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

4030
Writer's Direct Dial Number: (239) 479-8569

Bob Janes
District One

Douglas R. St. Cerny
District Two

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District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing
Examiner

November 24, 2003

Mr. Harry Neeves
Seminole Gulf Railway
4110 Centerpointe Drive, Suite 207
Fort Myers, FL 33916

Re: Alico Road Improvements – Crossing #3

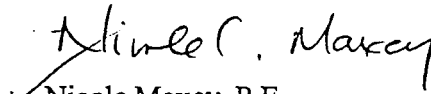
Dear Harry:

As discussed in our meeting on Monday, November 17, 2003, I am requesting that the railroad prepare a summary of all costs associated with the proposed widening and reconstruction of Crossing #3 on Alico Road. The proposed improvements for the roadway are anticipated to be as shown in the drawings sent to you on October 15, 2003 (letter attached). Please let me know the total cost the railroad will charge the County to reconstruct the crossing to accommodate the proposed road.

If you need any additional information, please call me at 479-8569.

Sincerely,

DEPARTMENT OF TRANSPORTATION


Nicole Maxey, P.E.
Project Manager

NM:lcc

Attachment

cc: Bruce Fay w/attachments

S:\DOCUMENT\Maxey\Letters\2003\RR - Alico #3 Crossing 2nd request.doc



SEMINOLE GULF RAILWAY LP
BAY COLONY RAILROAD CORPORATION
FLORIDA FREEZER LP
GORDON FAY ASSOCIATES INC.

4110 Centerpointe Drive
Suite 207
Fort Myers, FL 33916
Phone: (941) 275-6060
Fax: (941) 275-0581

4030

facsimile transmittal

To: Nicole Maxey P.E. Fax: 479-8520

From: Harry E. Neeves Date: 3/8/2004

Re: Letter Pages: 2 Incl. Cover

CC:

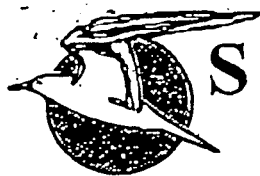
☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Dear Ms. Maxey:

Here is a copy of a letter relative to the Right-of-Way East of Hatan Road.
Hard copy to follow by US-Mail

Thanks

Harry Neeves
Manager, Engineering and Real Estate



SEMINOLE GULF RAILWAY

Modern Transportation - Old Fashioned Service

A LIMITED PARTNERSHIP

4110 CENTERPOINTE DRIVE, SUITE 207 FORT MYERS, FLORIDA 33916
TELEPHONE: (941) 275-6060 FACSIMILE: (941) 275-0581
WWW.SEMGULF.COM

March 8, 2004

Lee County Government
Attn: Nicole C. Maxie, P.E.
PO Box 398
Fort Myers, FL 33902-0398

RE: Railroad Right-of-Way East Of Hatian Road, Lee County

Dear Ms. Maxey:

I refer to our meeting at Johnson Engineering on Tuesday October 14, 2003, where it was discussed the County and their contractor, Phoenix Construction had trespassed on Railroad right-of-way East of Hatian Road in Fort Myers, and destroyed our Railroad road bed. The County's contractor leveled the area and proceeded to use it for staging materials and equipment for the adjacent Alico Road project. At that time I was told that Phoenix Construction would, at the direction of the County restore our right-of-way to at least its previous condition. None of this work has been completed.

Please accept this letter as a formal request to restore our right-of-way so that we may reinstall our track structure. This must be done as soon as possible. Please let me know as soon as possible when this work might be completed. Thank You.

If you have any questions please contact me at 239-275-6060.

Sincerely;

Harry E. Neeves
Vice President, Engineering & Real Estate



SEMINOLE GULF RAILWAY

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A LIMITED PARTNERSHIP

4110 CENTERPOINTE DRIVE, SUITE 207 FORT MYERS, FLORIDA 33916

TELEPHONE: (941) 275-6060 FACSIMILE: (941) 275-0581

WWW.SEMGULF.COM

March 17, 2004

Lee County Government
Attn: Nicole C. Maxie, P.E.
PO Box 398
Fort Myers, FL 33902-0398

RE: Proposal for Highway Grade Crossing and Culvert Work on Alico Road Project.

Dear Ms. Maxey;

I refer to the attached copy of the Proposal as referenced above. Please be aware that the fixed pricing for the proposal was valid only until March 9, 2004. The proposal is void as of that date.

If the County would like a revised quote, please let me know. If you have any questions please contact me at 239-275-6060.

Sincerely;

Harry E. Neeves
Vice President, Engineering & Real Estate

RECEIVED
MAR 19 2004

PROPOSAL AND QUOTE

LEE COUNTY ALICO ROAD WIDENING PROJECT

TERMS OF PROPOSAL:

Seminole Gulf Railway shall provide all Rail related Labor, Equipment, Material, Engineering and Design for the following:

PHASE 1:

Open sidetrack at Schwab Switch for storage of Railroad surfacing machines and equipment. Stage Railroad construction material and equipment near the construction site at or near Alico road Crossing # 3.

Commence construction on one half of new Alico Road Crossing on North side of existing roadway. Install sub-surface, align, surface track, and install new highway grade crossing surface. Surface and align track to the north and east through the existing F.P.& L. Crossing to facilitate the transition into the new Alico # 3 Crossing. This will require the removal, replacement and resurfacing of the existing F.P.& L. Crossing.

Removal and replacement of the track, Railroad road bed and switch at the J.J. Taylor siding to allow Lee County's contractor to install 2 box culverts at that location.

END OF PHASE 1.

PHASE 2:

After Lee County closes the existing Alico Road, Railroad will commence construction of the new Alico Road Crossing on south side. The existing roadway through the railroad crossing will be removed. Railroad will install subsurface, install new track and Highway Grade Crossing surface, and surface and align track to the south and west through the existing Alico Center Road Crossing to facilitate the transition into the new Alico # 3 Crossing. This will require the removal, replacement and resurfacing of the existing Alico Center Road Crossing.

Railroad will remove existing highway grade Crossing warning devices at Alico # 3 Crossing and relocate them to Alico Center Road Crossing. Railroad will install new Highway Grade Crossing Warning Devices at the new Alico # 3 Crossing. All Signals will be tested and placed in service.

END OF PHASE 2.

The installation of the box culvert as mentioned above (see phase 1) shall be governed by the terms of this proposal.

The installation widening and construction of Alico # 3 Highway Grade Crossing as provided for in this proposal shall be governed by the terms of the Agreement dated September 14, 1988 where applicable.

The County's responsibilities within the right-of-way of the Railroad, during phase 1 and phase 2 as mentioned above shall include, but are not limited to: all maintenance of traffic, road closures and openings, poured concrete Crossing surface interfacing as required, road paving, marking, berms, medians, curbs, gutters, sidewalks, curb cuts, etc. County shall also provide all drainage and landscaping outside of the Railroad Crossing area as needed. The County shall supply labor, equipment and materials including necessary fill material for the installation of the two culverts under the J. J. Taylor siding. The County shall furnish a certified Law Enforcement Officer to protect Railroad employees while road closures are in effect.

The Railroad's responsibilities include supervision and inspection of all work performed within the Railroad right-of-way, and is limited to Railroad related construction with the exception of actual Highway Grade Crossing surface installations. The Railroad shall also be responsible for the removal and replacement of the track structure, switch and Railroad roadbed to allow for the County's contractor to install the two culverts under the J. J. Taylor siding.

All work performed within the right-of-way of the Railroad shall be performed under the direct supervision of a qualified Railroad Inspector. All methods and materials of construction for any work performed within the right-of-way of the Railroad shall be approved by the Seminole Gulf Railway Vice President of Construction and Maintenance and meet "Association of American Railroads" standards and shall comply with "American Railway Engineering and Maintenance-of-Way Association" (AREMA) standards. Work performed by others such as paving and poured concrete crossing interface installation shall meet or exceed manufacturer's specifications for its intended purpose.

PROPOSAL PRICING

ALICO ROAD WIDENING PROJECT

*Please note that the fixed pricing presented in this proposal is valid until
March 9, 2004*

*Lee County Purchase Order must be received on or before the above-
mentioned date for this Proposal and Quote to remain valid*

CULVERT INSTALLATION WORK	\$ 108,207.00 Fixed Price	Railroad to remove and replace track and roadbed to facilitate Culvert installation
CROSSING SURFACE WORK	\$ 795,970.00 Fixed Price	Installation of Highway Grade Crossing Surface, Subsurface, and Rail Elements. At Alico # 3, Alico Center Road and F.P.&L. Crossings (384 Ft. Crossing Surface)
SIGNAL INSTALLATION AND RELOCATION	\$ 201,307.00 Fixed Price	Installation of Signals on Alico # 3 and Relocation of existing Signals to Alico Center Road

PHONE: 239-275-6060 FAX: 239-0581

PROJECT MANAGER: G. Bruce Fay, V.P. Construction & Maintenance

CONTACT PERSON: Harry E. Neeves, V.P. Engineering and Real Estate

PAYMENT SCHEDULE

Culvert Installation Work:

Total: \$ 108,207.00

50% (\$ 54,103.50) Due upon issuance of purchase order by Lee County
25% (\$ 27,051.75) Due upon commencement of culvert work
25% (\$ 27,051.75) Due upon completion of culvert work

Crossing Surface Installation Work:

Total: \$ 795,970.00

50% (\$ 397,985.00) Due upon issuance of purchase order by Lee County
25% (\$ 198,992.50) Due upon commencement of Crossing surface work
25% (\$ 198,992.50) Due upon completion of Crossing surface work

Signal Installation and Relocation Work:

Total: \$ 201,307.00

50% (\$ 100,653.50) Due upon issuance of purchase order by Lee County
25% (\$ 50,326.75) Due upon commencement of Crossing signal work
25% (\$ 50,326.75) Due upon completion of Crossing signal work

TOTAL PROJECT COST: \$1,105,484.00

PROJECT COMMENCEMENT SCHEDULE

RAILROAD WORK SHALL COMMENCE UPON ARRIVAL OF TRACK RELATED
MATERIAL, AND IN SUCH A WAY AS TO INTERFACE WITH LEE COUNTY'S
CONSTRUCTION SCHEDULE. NORMAL LEAD TIME FOR SUCH MATERIAL IS
90 DAYS.

ALL RAIL RELATED MATERIAL AND SIGNAL MATERIAL SHALL BE
ORDERED UPON RECEIPT OF PURCHASE ORDER AND INITIAL PAYMENT AS
STATED ABOVE. (See: "PAYMENT SCHEDULE")

Proposal & Quote

Accepted By: _____
For Lee County

Date: _____ 20 _____

For: Seminole Gulf Railway LP

ATTENDANCE:*Ryan Bell
John Daniels**Johnson Engineering
Johnson Engineering**Gary Fisk
Ron
Golinowski
Sal Stella**Phoenix Construction
Phoenix Construction**Nicole Maxey
Randy Cerchie
Mike Say**Lee County DOT
Lee County DOT
Lee County DOT**Lee County Utilities**Transcribed by Ryan Bell***UTILITY ISSUES**

- The 36" Water main is scheduled to be flushed again Thursday at midnight.

GENERAL CONSTRUCTION ISSUES

- Status of Three Oaks and Oriole Improvements – Mike Say indicated Mid-continent would not be on-site to set the signal pole until mid next week. Once the pole is set it will need a few days to set before the signal wire can be transferred and the old pole removed. Ryan will set a stake at the proposed pole location.
- Status of Lee Rd. Improvements – Signal poles have been ordered.
- Status of Alico improvements west of Dusty – Ryan is to provide a sketch showing what revisions will need to be made regarding the drainage and utilities to accommodate the cut-off points suggested by FDOT.
- Briarcliff Ditch – It appears we will have to revert to the original ditch cross section for the area between the weir and Dusty. Rock was encountered at elevations higher than expected. Phoenix is currently progressing west of Dusty.

CONTRACTOR REPORT

- 36" Waterline –Stopped – Need tie-in direction from LCU. Flush scheduled for 2/26.
- Alico Road Work – Stopped – waiting on RCP installation to proceed with stabilized subgrade west of Haitian. Need schedule from LCDOT on rail road signal work west of FPL drive.
- Three Oaks Intersection - Ongoing – Signal pole needs to be relocated (by others). Extra embankment for signal pole is in place. Waiting on headwall (in production) to install 72" RCP.
- Oriole Intersection – Ongoing – Extend waterline casing on 2/18/04 (completed)
- Lee Rd. Intersection – Ongoing – negotiating price with developer.
- Strom Pipe and Structures – Ongoing – Install S-411 on 2/19/04 (completed). RCP between Haitian and FPL Drive pending installation of S-411. waiting on additional structure S-411A.
- Connector Ditch – Pending – Liner installation scheduled for 2/24/04.
- Briarcliff – Ongoing – working on north and east slope per revisions starting at dusty heading west
- Weir #1 – Ongoing – Pittsfield to begin mob. on 2/20/04. 60% excavation complete. Install sheet pile to begin 2/23/04.

NEW ISSUES

- Connector ditch – Ryan indicated he had spoke with David Douglas who reiterated that there was no need to accommodate the existing ditch just north of FPL.

These minutes are not, nor are they meant to be, a verbatim transcript of the meeting. Anyone taking exception to these minutes must report any discrepancies to Johnson Engineering. If no exceptions to these minutes are noted prior to the next weekly meeting, then these minutes shall stand as of the next scheduled weekly meeting date.

WEEKLY PROGRESS MEETING

Alco Road Improvements

Lee County Contract #C-4030

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- Gator Road – Ryan indicated David Douglas had inquired about the status of the future Gator Road intersection configuration. Nicole indicated she is waiting on the MSBU however she will forward a copy of the proposed revisions.
- Ryan indicated he had spoke with the local fire department and they have requested information regarding access along the roadway. Ryan will provide this information.
- Nicole provided a brief update on the railroad situation. Harvey Youngquist and his associates have filed suit against the railroad requesting the tracks be removed up to the east side of the FPL driveway. This hearing is scheduled to be heard March 4th or shortly thereafter. The request for 1.1 million for the railroad crossing is going to the board on March 9. Nicole will brief the County Commissioners prior to that meeting.

ADMINISTRATIVE ISSUES

- Change order will be finalized upon receipt of a couple of prices from Phoenix.

The next meeting is scheduled for Tuesday March 2, 2003at 10:00 AM.

ATTENDANCE:

Ryan Bell	Johnson Engineering	Rick Stander	Phoenix Construction
Randy Cerchie	Lee County DOT	Walt Gilcher	Hole Montes
Ron Golinowsky	Phoenix Construction		

Transcribed by Sandy Arnold

UTILITY ISSUES:

- WM Status: Draining is being done in preparation for the pigging today. An expert from Houston is on site to address any problems.
- FPL: Randy and Ryan to meet with Dewey from FPL tomorrow morning at 9:30 to finalize plans for moving the guy wires so work can begin June 1.
-

GENERAL CONSTRUCTION:

- Status of Lee Road Improvements: Box culvert completed. Will begin work on wing walls shortly.
- Briarcliff Ditch Conveyance: Working on head walls on Dusty box culvert. Still working on the rock. Weir structure almost done with a completion date of June 1.
- RR: Attorneys are trying to work out leasing details with last vendor. It appears spur can be removed on or before January 1. Haitian can be rebuilt when that happens.

CONTRACTOR REPORT:

- 36" waterline: Stopped. Expect tapping valve by 6/10 per supplier. Begin pigging on 5/18.
- Alico Road Work: Need schedule from LCDOT on railroad signal work west of FPL Drive. Install base at Haitian to STA 84+00.
- Three Oaks Intersection: Stopped.
- Oriole Intersection: Stopped.
- Lee Road Intersection: Stopped. Need confirmation from LCDOT on revisions. Box culvert installed, need wing walls.
- Storm Pipe & Structures: Stopped. All traffic needs to use proposed westbound lanes to proceed.
- Connector Ditch: Ditch being used as temporary conveyance channel.
- Briarcliff: Excavate and break rock Dusty to Weir. Start repair work east of weir on 5/31. Sodding slopes
- Weir #1: 100% cap complete. 100% apron complete. 100% chutes complete. Complete structure by 5/30. Complete miscellaneous items at structure by 6/15. Backfilling weir. Waiting on grate material.
- Box Culverts: #1-complete. #2 Gator-needs detour. #3 Railroad- waiting on direction from LCDOT (boxes have been cast). #4 Connect ditch-shipping in progress. #5 Connect ditch-need resolve on FPL guide wire conflict. #6 Connect ditch-need resolve on FPL guide wire conflict. #7 Ten Mile-shipping box sections. #8 FPL/Briarcliff-Box section 100% - need wing walls. #9 Dusty Road-Box section 100% - installing wing walls.

NEW ISSUES:

These minutes are not, nor are they meant to be, a verbatim transcript of the meeting. Anyone taking exception to these minutes must report any discrepancies to Johnson Engineering. If no exceptions to these minutes are noted prior to the next weekly meeting, then these minutes shall stand as of the next scheduled weekly meeting date.

WEEKLY PROGRESS MEETING

Alico Road Improvements

Lee County Contract #C-4030

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ADMINISTRATIVE ISSUES:

- RFI PCS-022 for the Box Culvert Layout still awaiting partial response. Walt still working on plans for Box Culvert #7 at FPL crossing.
- Walt to provide minor changes at Phlox/Haitian by next week's meeting.

The next meeting is scheduled for Tuesday, May 25, 2004 at 10:00 a.m.

ATTENDANCE:

Dan Dickie	Johnson Engineering	Walt Gilcher	Hole Montes
John Daniels	Johnson Engineering	Mike Say	Lee County DOT
Randy Cerchie	Lee County DOT	Rick Stander	Phoenix Construction
Ron Golinowsky	Phoenix Construction		

Transcribed by Sandy Arnold

UTILITY ISSUES:

- WM Status: Line was pigged twice last week. Will chlorinate as soon as water points are located. Samples must be taken every 1,300 ft. Sal is working with Gary from HRS to coordinate tapping. Sleeve and valve should be here shortly
- FPL: Per meeting with Dewey last week, guy wires will be moved over by June 1.
-

GENERAL CONSTRUCTION:

- Status of Lee Road Improvements: Working on backfill on box culvert. Then will begin work on curb. After drainage work is done, will begin paving.
- Status of Three Oaks Improvements: A tie-in is needed on water line. Waiting on chlorination.
- Status of Haitian Improvements: Working on curb.
- Status of FPL Driveway: Finished. Curb has been removed completely.
- Status of Gator Road Improvements: Waiting on RR, at the latest Jan. 1. Currently looking at building a temp road east of RR row for traffic so work can move forward.
- Briarcliff Ditch Conveyance: Weir to be done tomorrow. Dan to check on replacing fiber form with riprap as it's more economical.
- RR: Attorneys still working on lawsuit which could be settled by Jan. 1 or sooner.

CONTRACTOR REPORT:

- 36" waterline: Stopped. Expect tapping valve by 6/10 per supplier. Pigging completed 5/20. Waiting on materials to tie 36" to existing.
- Alico Road Work: Need schedule from LCDOT on railroad signal work west of FPL Drive. Install base at Haitian to STA 84+00. Schedule Prime for 5/27. Schedule asphalt for 6/9.
- Three Oaks Intersection: Stopped.
- Oriole Intersection: Stopped.
- Lee Road Intersection: Stopped. Box culvert installed, need wing walls. Backfill box culvert. Schedule curb.
- Storm Pipe & Structures: Stopped. All traffic needs to use proposed west bound lanes to proceed.
- Connector Ditch: Ditch being used as temporary conveyance channel.
- Briarcliff: Excavate and break rock Dusty to Weir. Start repair work east of weir on 5/31. Sodding slopes
- Weir #1: Schedule substantial completion inspection.
- Box Culverts: #1-complete. #2 Gator-needs detour. #3 Railroad- waiting on direction from LCDOT (boxes have been cast). #4 Connect ditch. Guy relocation by FPL on 6/1. #5 Connect ditch. Guy relocation by FPL on 6/1. #6 Connect ditch. Guy relocation by FPL on

WEEKLY PROGRESS MEETING
Alico Road Improvements
Lee County Contract #C-4030
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6/1. #7 Ten Mile: Need layout information. #8 FPL/Briarcliff-Box section 100% - need wing walls. #9 Dusty Road-Box section 100% - installing wing walls.

NEW ISSUES:

- It was decided a pre-paving meeting wasn't necessary. Ron to advise one day in advance of starting.

ADMINISTRATIVE ISSUES:

- RFI PCS-022 : Walt submitted Box Culvert plans per RFI PCS-022.

The next meeting is scheduled for Tuesday, June 1, 2004 at 10:00 a.m.

Public Works
Transportation Division
Traffic Section
5650 Enterprise Pkwy.
Fort Myers, FL 33905
(941) 694-7600

JOB ALCO 4630
SHEET NO. _____ OF _____
CALCULATED BY Don D DATE A.12
CHECKED BY _____ DATE _____
SCALE _____

RR XING Reconstruction

DESIGN \$ 40,000

UTILITY coord \$ 10,000

Prog Mgmt \$ 15,000

C&E \$ 25,000 90K

Construction

Moh LS \$ 50,000

MOT LS \$ 50,000

STRIPING & SIGNAGE LS \$ 5000

ABANDON SIGNAL EQ. LS \$ 15000

SOD/SOIL LS \$ 2500

REMOVE RAIL/BED LS \$ 25000

DEMOLISH/RECONSTRUCT MEDIAN - \$ 15000

SAWCUT ASPHALT - \$ 2500

EXCAVATE UNDER EXIST RAIL

1' x 15' x 380' = 500 SY @ 40 = 5000

COMPACT BED INSTALL 11" BLK BASE

500 SY @ 25 12,500

MILL & RESURFACE

30' x 72' = 4180 SY @ 125 = 5600

4180 @ 100 = 224 TONS @ 70 = 16,000

\$ 204,100

+ 90,000

TOTAL 294,100

300K

