

## FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of February 26, 2026, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF CLEARWATER a municipal corporation, political subdivision or state agency, under the laws of the Florida whose mailing address is 100 S Myrtle Avenue, Clearwater, Florida 33756, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) eight inch (8") diameter sub-grade pipeline crossing, solely for the conveyance of potable water, located at or near Clearwater, Pinellas County, Florida, Jacksonville Division, Clearwater Subdivision, Milepost SY-874.43, Latitude N27:58:05., Longitude W82:47:48.;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

### 1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes, including Licensor's track(s) structures(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus, or any appurtenances thereto ("Licensor's Facilities") and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby grant a non-exclusive license to Licensee for the Encroachment for the sole purpose of permitting Licensee to construct, maintain, repair, renew, operate, use, alter or change the

Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

## **2. ENCROACHMENT FEE; TERM:**

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of SEVEN HUNDRED FIFTY-FIVE AND 00/100 U.S. DOLLARS (\$755.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual written consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part. Licensee agrees that it shall not assess Licensor any stormwater or drainage fee associated with such Facilities. Furthermore, Licensee shall be responsible for any stormwater or drainage fees assessed by any County or State agency managing such systems.

## **3. CONSTRUCTION, MAINTENANCE AND REPAIRS:**

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives on or adjacent to Licensor's property of any type or perform or cause any blasting on or adjacent to Licensor's property without the separate express prior written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.8 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.9 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit A, Licensee shall seek prior approval from Licensor, or when applicable, an official field representative of Licensor permitted to approve changes, authorizing the necessary field changes and Licensee shall provide Licensor with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.10 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

#### **4. PERMITS, LICENSES:**

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, and for costs or expenses of compliance or remedy.

## **5. MARKING AND SUPPORT:**

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor in a manner satisfactory to Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property in a manner satisfactory to Licensor; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

## **6. TRACK CHANGES:**

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event

future use of Licensor's rail corridor ("Rail Corridor") or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's sole risk, cost and expense.

## **7. FACILITY CHANGES:**

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

## **8. INTERFERENCE WITH RAIL FACILITIES:**

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's Facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of Licensor's Facilities; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole risk, cost and expense.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

## **9. RISK, LIABILITY, INDEMNITY:**

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge, cost or expense (including attorneys' fees) (collectively, "Claims and Losses") which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's Rail Corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's Rail Corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from any and all Claims and Losses arising from, under or in connection with or as a consequence of: (a) (i) any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of the Encroachment or (ii) any leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage; and (d) any drainage or runoff on or off the Encroachment area as a result of the Facilities/Encroachment herein permitted.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by,

subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

## 10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

- (i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00).
- (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence (limit may be satisfied through a combination of both primary and umbrella/excess liability policies) for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement and naming Licensor, and/or its designee, as additional insured. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to [RenewalCOI@csx.com](mailto:RenewalCOI@csx.com).
- (iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence naming Licensor, and/or its designee, as additional insured.
- (iv) The insurance policies must contain a waiver of subrogation against CSXT and its parent, subsidiaries and affiliates, except where prohibited by law. All insurance companies must be A. M. Best rated A- and Class VII or better.
- (v) Such other insurance as Licensor may reasonably require.

- (vi) Licensee shall require its contractors to meet minimum insurance requirements above when performing work in relation to this Agreement. Licensee will procure and review contractor's insurance certificates to confirm requirements are met. Licensor may request a copy of the insurance certificate.
- (vii) Licensor's acceptance of any certificate of insurance does not constitute a waiver, release or modification of any of the insurance coverages or endorsements required under this Article 10.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 To the extent permitted by law and notwithstanding anything to the contrary in this Agreement, the insurance required and provided by Licensee shall not be subject to the limitations of sovereign immunity.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 04 13) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance or the 50 foot endorsements from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's sole discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

**11. GRADE CROSSINGS; PROTECTION SERVICES:**

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field construction managers for protection of operations of Licensor or others on Licensor's Rail Corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

11.3 Subject to consent of Licensor, in its sole discretion, and subject to Licensor's operating rules and labor agreements, Licensee may provide flagmen, in place of Licensor's provision, at Licensee's sole risk, cost and expense, and in such event, Licensor shall not be liable for the failure or neglect of such flagmen. Such flagmen shall be approved by Licensor and shall meet all Licensor's requirement for performing such work.

**12. LICENSOR'S COSTS:**

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or changes to Licensor's Facilities shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

**13. DEFAULT, BREACH, WAIVER:**

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and

completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

#### **14. TERMINATION, REMOVAL:**

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk, cost and expense, shall (a) remove the Facilities from the Rail Corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the Rail Corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

14.3 Notwithstanding the termination, revocation or expiration of this Agreement, and except as otherwise stated in this Agreement, those obligations contained herein that by their terms or nature are intended to survive such termination, revocation or expiration shall do so including the indemnification, Facilities removal, restoration and reimbursement provisions herein.

#### **15. NOTICE:**

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's Rail Corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:  
[https://propertyportal.csx.com/pub\\_ps\\_res/ps\\_res/jsf/public/index.faces](https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces)

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 727-462-6633.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

## **16. ASSIGNMENT:**

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein (by operation of law or otherwise); said consent shall not be unreasonably withheld. Any assignment of this Agreement by Licensee, by operation or law or otherwise, or any interest herein, without the prior written consent of Licensor, shall be void.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

**17. TITLE:**

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and Rail Corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend Licensor from and against any and all Claims and Losses arising out of or in connection with claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages; provided that Licensor shall have the right to participate in the defense of any such claim.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

## **18. APPROVALS:**

18.1 Whenever this Agreement requires the prior approval or consent of Licensor, Licensee shall make a timely written request to Licensor therefor; and such approval or consent shall be obtained in writing. Except where this Agreement expressly obligates Licensor not to unreasonably withhold its approval or consent to any of Licensee's actions or requests, Licensor has the absolute right, in its sole and arbitrary discretion, to refuse any request Licensee makes or to withhold its approval of any of Licensee's proposed or effected actions that require Licensor's approval.

18.2 Licensor makes no warranties or guarantees upon which Licensee may rely, and assumes no liability or obligation to Licensee, by providing any waiver, approval, consent, or suggestion to Licensee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor.

## **19. GENERAL PROVISIONS:**

19.1 This Agreement, and the attachments hereto, contains the entire understanding between the parties hereto, and supersedes all other oral or written agreements and understandings between them, with respect to the subject matter hereof.

19.2 Except as otherwise expressly provided in this Agreement, neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

19.3 Except as otherwise provided herein, or in any Exhibit, Schedule or other attachment hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

19.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

19.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located. In interpreting this Agreement, the singular shall be read as the plural in each instance as sense shall require. The words “include,” “includes” and “including” when used in this Agreement will be interpreted as if they were followed by the words “without limitation.”

19.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

19.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

19.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

19.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within one hundred twenty (120) days of Licensor's verification of such overpayment.

19.10 This Agreement may be executed in any number of counterparts, and such counterparts may be exchanged by electronic transmission. Upon execution by the parties hereto, each counterpart shall be deemed an original and together shall constitute one and the same instrument. A fully executed copy of this Agreement by electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

19.11 Notwithstanding any other provision in this Agreement to the contrary, Licensor expressly reserves and does not waive any rights it may have under the Interstate Commerce Commission Termination Act of 1995, 49 U.S.C. § 10101, *et seq.*, the Federal Railroad

Safety Act, 49 U.S.C. § 20101, *et seq.*, and/or any other federal law governing rail transportation and related operations.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

**Witness for Licensor:**

**CSX TRANSPORTATION, INC.**

\_\_\_\_\_

By: \_\_\_\_\_

Print/Type Name: \_\_\_\_\_

Print/Type Title: \_\_\_\_\_

**Witness for Licensee:**

**CITY OF CLEARWATER**

\_\_\_\_\_

By: \_\_\_\_\_

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: \_\_\_\_\_

Print/Type Title: \_\_\_\_\_

Tax ID No.: \_\_\_\_\_

Authority under Ordinance or

Resolution No. \_\_\_\_\_,

Dated \_\_\_\_\_.

**CSX Transportation (CSXT) General Notes (Bore and Jack):**

City, State: Clearwater, Florida

Engineering Region (Division): SOUTHEAST (SE) / Sub Division: CLEARWATER (ZZ) / Nearest DOT: 626813U

Mile Post: SY 874.4386 / Lat\_Long: 27.96826,-82.79691

- 1) CSXT owns its right-of-way for the primary purpose of operating a railroad, and shall maintain unrestricted use of its property for current and future operations.
- 2) Agency or its contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damages to CSXT's property, or to poles, wires, and other facilities of tenants of CSXT's property or right-of-way.
- 3) Refer to the CSXT's "Design & Construction Standard Specifications Pipeline Occupancies" revised June 5, 2018 (4.1.2).
- 4) Work schedule is subject to the approval of all required construction submittals by the CSXT Construction Representative, verification that proposed work will not conflict with any CSXT U.G. Facilities, and the availability of CSXT Flagging and Protection Services. Construction submittals will be based upon the proposed scope of work and may include, but are not limited to; proposed work plan, project schedule, means and methods, site access, dewatering, temporary excavation/shoring, soil disposition/management, track monitoring, concrete placement work, structural lifting/rigging plans for hoisting operations, substructure construction plans, steel erection plans, roadwork plans, etc. No work may begin on, over, or adjacent to CSXT property, or that could potentially impact CSXT property, operations or safety without the prior completion and approval of the required aforementioned information and approvals.
- 5) Prior to construction, all signal facilities and/or warning devices at proposed facility crossing, i.e. cantilevers, flashers, and gates must be located and marked/flagged by CSXT. The traditional "One Call" utility locate services are not responsible for locating any CSXT under-grade utilities or facilities Contractor shall be held liable for any damages to CSXT communication & signal facilities.
- 6) Contractor also has the sole responsibility of ascertaining that all other utilities have been properly located by complying with the local "call before you dig" regulation(s). Contractor shall solely be responsible for notifying owners of adjacent properties and of underground facilities and utility owners when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
- 7) The use of construction safety fencing is required when a CSXT Flagman is not present. Distance of fencing from nearest rail to be determined by the CSXT Track Supervisor and shall be removed upon completion of the project.
- 8) Contractor access will be limited to the immediate project area only. The CSXT property outside the project area may not be used for contractor access to the project site and no temporary at-grade crossings will be allowed.
- 9) All material and equipment will be staged to not block any CSXT access or maintenance roads. No hoisting or auxiliary equipment necessary for the procedure shall be placed on CSXT track structure and / or ballast section. Clear working locations for equipment used will be laid out and approved by CSXT's representative prior to equipment set-up. Agency and contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations.
- 10) CSXT does not grant or convey an easement for this installation.
- 11) CSXT requires contractors, subcontractors, and vendors to participate in job safety briefings daily and as necessary with the CSXT flagger. The scope of work may require that various protection against train movements be discussed, understood, and utilized. Work shall only be undertaken with the presence and permission of the CSXT flagger. If at any time the CSXT flagger perceives that the hoisting procedure is causing or has the potential to cause a hazard or delay to CSXT operations through the project site, work will cease until such time as satisfactory modifications have been reviewed and approved.
- 12) The right of way shall be restored to a condition equal to or better than the condition prior to beginning the project before final acceptance will be provided. Punch lists shall be responded to prior to issuance of an acceptance memorandum signed by the CSXT representative.
- 13) No construction or entry upon the CSXT corridor is permitted until the document transaction is completed, you are in receipt of a fully executed document, and you have obtained authority from CSXT's.
- 14) The front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger from leading the pipe so that no unsupported excavation is ahead of the pipe. The bore head / auger set-up (sketch or photos) shall be submitted by contractor and accepted by assigned CSXT representative prior to start of the jack & bore.
- 15) The operation shall be progressed on a 24-hour basis without stoppage (except for adding lengths of pipe) until the leading edge of the pipe has reached the receiving pit.
- 16) The auger and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered.
- 17) Pipeline shall be prominently marked at both sides of the CSXT property lines by durable, weatherproof signs located over the centerline of the pipe in accordance with CSXT specifications.
- 18) If required, a dewatering plan in accordance with CSXT specifications will be submitted to the CSXT representative for review and approval prior to any dewatering operations. Dewatering drawdown level at tracks shall be field verified that it meets the approved dewatering design prior to commencement of jack and bore operations.
- 19) Blasting is not permitted under, on, or adjacent to CSXT property.

Revised January 31, 2023

- 20) Jacking pit: identify hazards and put controls in place prior to start of excavation. Contractor shall erect a barrier and construction fence along the face of jacking pit construction limits and not encroach past it when preparing the pit. Stake or mark pit as needed for digging. Erosion control devices shall be placed at the jacking and receiving pits protecting CSXT property and ditches to the satisfaction of the CSXT representative.
- 21) Excavation: If the excavation is 5 feet or greater in depth, the walls may be sloped at 1.5 horizontal to 1 vertical to reduce the risk of cave-ins or slides. A safe manner in which to enter and exit the excavation must be established. The toe of slopes in excavation shall in no case be undercut by power shovels, bulldozers, graders, blasting, or in any manner. Excavation shall not be made in excess of the authorized cross-section.
- 22) Backfill, cover or fence all excavations when unattended. The CSXT representative will approve the protection method and the type of fencing material. Set fencing back at least 3 feet (91 centimeters) from the edges of the excavation. Set fence posts securely in the ground and insure the fencing is securely tied to posts with zip ties or some other tie wrap product.
- 23) For any excavations permitted on CSXT property, all backfill in excavations and trenches shall be compacted to 95% maximum dry density as defined in ASTM standard d1557 and installed in six-inch lifts. In-situ soil shall be used for backfill material. Should additional offsite backfill material be needed, offsite material sources are to meet state and residential clean fill requirements and be preapproved by CSXT's representative. CSXT does not require a specific testing requirement or standard for stone.
- 24) Track monitoring: prior to commencing jack & bore operations, contractor shall be required to conduct and submit a baseline survey along the top of each rail under CSXT flagger protection and in accordance with the preapproved settlement monitoring construction submittal. Additional survey data shall be collected and submitted once each day during casing pipe installation, or as directed by CSXT representative. Contractor shall also take elevation shots at top of tie and top of casing pipe before starting the bore to verify depth of cover proposed for the work has been met.
- 25) Projects that generate soils from CSXT property must adhere to CSXT's soil management policies. CSXT requires soils generated from its property to either be reused on CSXT property or properly disposed in a CSXT approved disposal facility. CSXT environmental department will handle waste characterization and profiling into an approved disposal facility. CSXT prohibits any environmental sampling on its property unless granted through a written environmental right-of-entry or approved in writing by the CSXT environmental department. The management of soils generated from CSXT property should be planned for and properly permitted (if applicable) prior to initiating any work on CSXT property. A list of CSXT approved laboratories and/or disposal facilities may be obtained from the CSXT manager environmental pro
- 26) CSXT does not represent or warrant the right-of-way dimensions depicted on these drawings. A third party survey is recommended for verification and accuracy.
- 27) Upon completion of project construction, contractor must submit to CSXT the as-built plans showing the final alignment on CSXT property, including actual depth of facility and any field change to location on CSXT property, pipe materials, number of innerducts, etc.

**SHEET INDEX**

SHEET #	SHEET DESCRIPTION
01	COVER AND DRAWING INDEX
02	GENERAL NOTES AND ABBREVIATIONS
03	LEGEND, UTILITY OWNERS, AND SUMMARY OF PAY ITEMS
04	POTABLE WATER MAIN PLAN AND PROFILE
05-08	CITY OF CLEARWATER DETAILS
09-10	FDOT DETAILS



**CLEARWATER**  
BRIGHT AND BEAUTIFUL · BAY TO BEACH

**DREW STREET WATER RELOCATIONS**

**CSX PROPERTY SERVICES REVIEW**

No Exceptions  Exceptions Noted

This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all design and construction details remains with the project owner. This review does not constitute approval to proceed without meeting all of CSX's safety and contractual requirements.

*[Signature]*

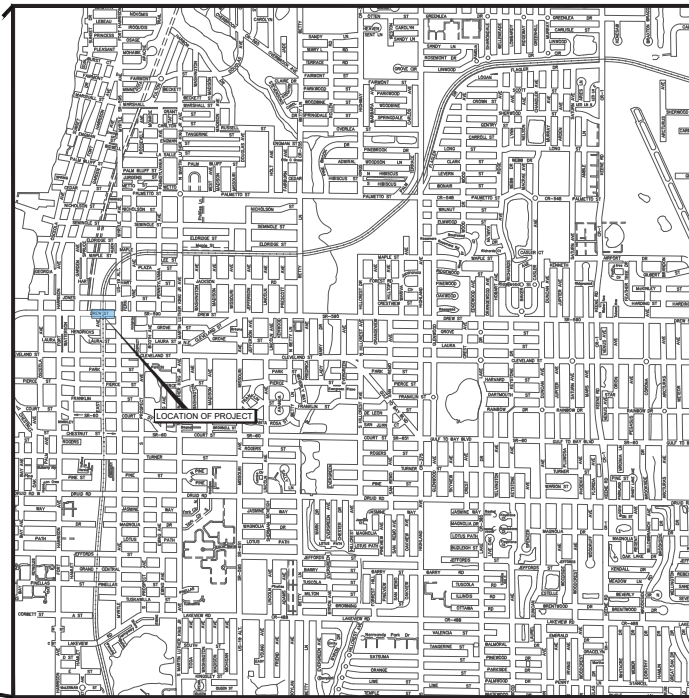
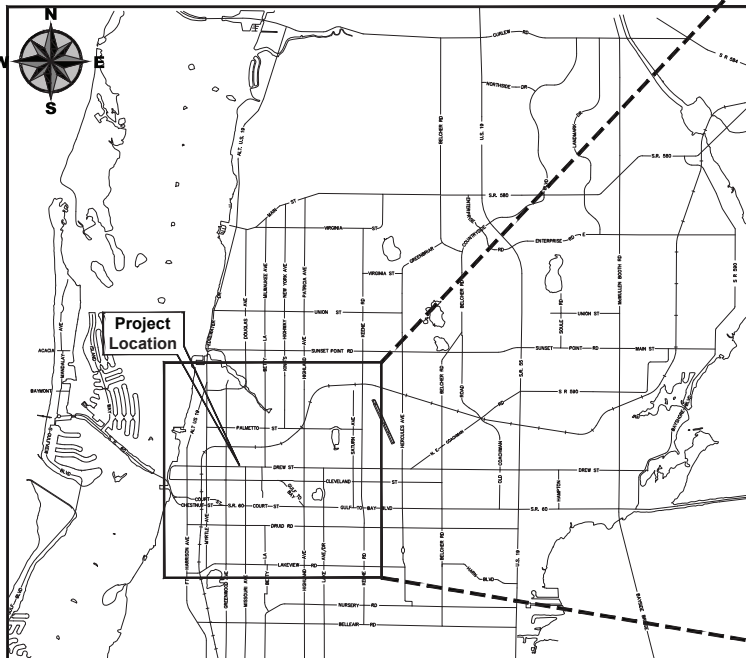
**CHA CONSULTING, INC.**  
2502 N ROCKY POINT DR, SUITE 145  
TAMPA, FL 33607  
TEL: (813) 549-0919  
CERTIFICATE OF AUTHORIZATION #28386

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY WESTON HAGGON ON THE DATE ADJACENT TO THE SEAL.

*[Signature]* 2026.02.06 06:12:48 -05'00'

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH THE PROVISIONS OF SECTION 407.025, F.S., AND RULE 61G15-23, F.A.C.



**CITY OFFICIALS**

- |                          |                      |
|--------------------------|----------------------|
| <i>Bruce Rector</i>      | <i>Mayor</i>         |
| <i>Ryan Cotton</i>       | <i>Councilmember</i> |
| <i>Mike Mannino</i>      | <i>Councilmember</i> |
| <i>David Allbritton</i>  | <i>Councilmember</i> |
| <i>Lina Teixeira</i>     | <i>Councilmember</i> |
| <i>Jennifer Poirrier</i> | <i>City Manager</i>  |

**Tara L. Kivett, P.E.**  
*City Engineer*

**Approved For Construction**

\_\_\_\_\_  
CITY ENGINEER Tara L. Kivett, P.E. #86611

**Date Approved**

\_\_\_\_\_

**CSX PERMIT**

**City Project No. 18-0040-UT TASK 1.127**  
**City Plan Set No. 2025016**

Project Sheet Set: 041725 Drew Street (RUE) ILLUS  
Sheet: 2/5/2025 7:02:44 AM Plotted: 2/25/2026 7:23:06 AM Current User: Virena, Virena - lastSavedBy: 262  
File: V:\Projects\110000\110000\_Clearwater\05\_Plan\05010201 - Program Management and all needed services\05\_Drawing\05\_011 Draw 05 Utility Relocations\05\_Plan\05\_011.dwg

**CIVIL SYMBOLS LEGEND**

EXISTING	PROPOSED	DESCRIPTION
		SINGLE-LINE PIPE
		REMOVE EXISTING PIPE
		ABANDON AND GROUT FILL EXISTING PIPE
		DOUBLE-LINE/3D PIPE
		FLOW DIRECTION
		FITTINGS
		VALVE
		FIRE HYDRANT ASSEMBLY (INCLUDES VALVE)
		AIR RELEASE VALVE ASSEMBLY
		BENCHMARK
		CONTOURS
		SPOT ELEVATIONS
		WATER/SURFACE WATER FLOW
		LIMITS OF DISTURBANCE ASSOCIATED WITH UTILITY INSTALLATION AND RESTORATION OF ROADWAY (ROAD BASE, TEMPORARY DRIVING SURFACE, ETC.)
		LIMITS OF MILLING AND RESURFACING OF ENTIRE ROADWAY, INCLUDING RESTORATION OF STRIPING, SIGNAGE, REFLECTORS, AND OTHER SURFACE FEATURES
		REMOVE AND REPLACE CONCRETE DRIVEWAY
		REMOVE AND REPLACE CONCRETE SIDEWALK
		REMOVE AND REPLACE CONCRETE CURB AND GUTTER

**FITTINGS AND VALVES (DOUBLE-LINE)**

	FLG FITTINGS		AIR RELEASE VALVE
	MJ BENDS		FLG FLOW CONTROL VALVE
	MJ CAP		FLG GATE VALVE
	MJ CROSS		MJ GATE VALVE
	MJ PLUG		MJ PLUG VALVE
	MJ REDUCER		FIRE HYDRANT
	MJ SLEEVES		
	MJ TEE		

**UTILITY OWNERS (CITY/COUNTY)**

**City of Clearwater**  
Engineering Department  
Traffic Division  
Attention: Annabella Hullien  
100 South Myrtle Avenue, Room 220  
Clearwater, Florida 33756-4748  
Phone: (727) 444-8785

**City of Clearwater**  
Engineering Department  
Survey Division  
Attention: Mr. Daniel Dieler  
100 South Myrtle Avenue, Room 220  
Clearwater, Florida 33756-4748  
Phone: (727) 444-8183

**City of Clearwater**  
Engineering Department  
Construction Management  
Attention: Jeff Walker  
100 South Myrtle Avenue, Room 220  
Clearwater, Florida 33756  
Phone: (727) 444-8210

**City of Clearwater**  
Engineering Department - Public Utilities - Potable, Wastewater, and Reclaimed  
Attention: Michael Vacca  
1650 North Arcurus Avenue  
Clearwater, Florida 33755  
Phone: (727) 444-8851

**Pinellas County Highway**  
Attention: James Johnson  
Phone: (727) 464-8981

**Pinellas County Utilities**  
Attention: William Peters  
Phone: (727) 464-8435

**UTILITY OWNERS (NON-CITY)**

**AT&T**  
Attention: Mr. Kevin Talecki & Mike Gamboa  
Phone: (813) 200-3365

**Charter Communications**  
Attention: Mr. Duffy McClelland  
Phone: (850) 527-2189

**Church of Scientology - Flag Service**  
Attention: Peter Huddobs  
Phone: (727) 447-5099

**Crown Castle**  
Attention: Fiber Dig Team  
Phone: (800) 654-3110

**Duke Energy**  
Attention: Mr. Rico Ashley  
2166 Palmetto Street, Bldg. F  
Clearwater, Florida 33765  
Phone: (727) 565-5747

**Fiberlight LLC**  
Attention: Scott Cooper  
Phone: (878) 347-9254

**Frontier Communications**  
Attention: Daniel Lelio  
Phone: (941) 504-9692

**Lumen**  
Attention:  
Phone: (877) 366-8344 x2

**MCI**  
Attention: Investigations Team  
Phone: (800) 524-9875 x2

**Redflex Traffic Systems Inc**  
Attention: (480) 619-1151  
Phone: (480) 619-1151

**Summit Broadband**  
Attention: Michelle Daniel  
Phone: (407) 990-1183

**Unit Fiber**  
Attention: Charlie Croft  
Phone: (251) 214-7059

**Verizon**  
Attention: Investigations Team  
Phone: (800) 624-9875 x2

**Zayo Group**  
Attention: Henry Klobucar  
Phone: (406) 629-1010

**SURVEY LEGEND**

ASPH = ASPHALT  
BE = BURIED ELECTRIC  
BFOC = BURIED FIBER OPTIC CABLE  
BTVC = BURIED TV CABLE  
CONC = CONC.  
DIAL = DIAMETER  
DIP = DUCTILE IRON PIPE  
E = EAST OR EASTING  
ELEC = ELECTRIC  
ELEV. = ELEVATION  
E.P. = EDGE OF PAVEMENT  
F.O. = FIBER OPTIC  
G = GAS  
ID. = IDENTIFICATION  
INV. = INVERT  
MKR. = MARKER

N = NORTH OR NORTHING  
NPW = NON-POTABLE WATER  
PEDS. = PEDESTRIANS  
PVC = POLYVINYL CHLORIDE  
RCW = RECLAIMED WATER  
S = SANITARY  
SAN = SANITARY  
SRVC. = SERVICE  
S.L. = STREET LIGHTING  
SWK. = SIDEWALK  
TS = TRAFFIC SIGNAL  
W = WATER  
W. = WITH  
W.U.P. = WOOD UTILITY POLE

**CAUTIONARY SYMBOLS LEGEND**

**CONTRACTOR SHALL EXERCISE CAUTION IN VICINITY OF EXISTING GAS MAIN**

NOTE: THESE LEGENDS ARE FOR GENERAL REFERENCE. NOT ALL ABBREVIATIONS, SYMBOLS, PROCESSES, MATERIALS, OR FITTINGS MAY BE USED IN THIS DESIGN, NOR IS THIS LEGEND COMPREHENSIVE. REFER TO INDIVIDUAL DRAWING LEGEND(S), IF ABBREVIATIONS ARE NOT LISTED. INDIVIDUAL DISCIPLINE STANDARD LEGENDS SUPERCEDE THIS GENERAL LEGEND, IF PROVIDED.

Pinellas County, FL, 041775 Drew Street Water, Reclaimed, and Sanitary Relocations  
 Date: 2/25/2026 11:13 AM, Author: 2/10/2026 2:22:49 AM, Current User: Veneta, User: LarkDorsey, 7623  
 File: s:\projects\water\100\1002026\clearwater\03 - Revision\0302026.dwg, Program: Management and A Landmark\dwg\02026.dwg

RECORD DRAWINGS		REVISION	BY	DATE
DESIGNED BY:	PFH	02/2026		
REVIEWED BY:	PFH	01/2026		
PROJECT ENGINEER:	PFH	12/2025		
APPROVED BY:	PFH	10/2025		

**CITY OF CLEARWATER, FLORIDA**  
**PUBLIC WORKS DEPARTMENT - ENGINEERING**  
100 S. MYRTLE AVE.  
CLEARWATER, FL 33756

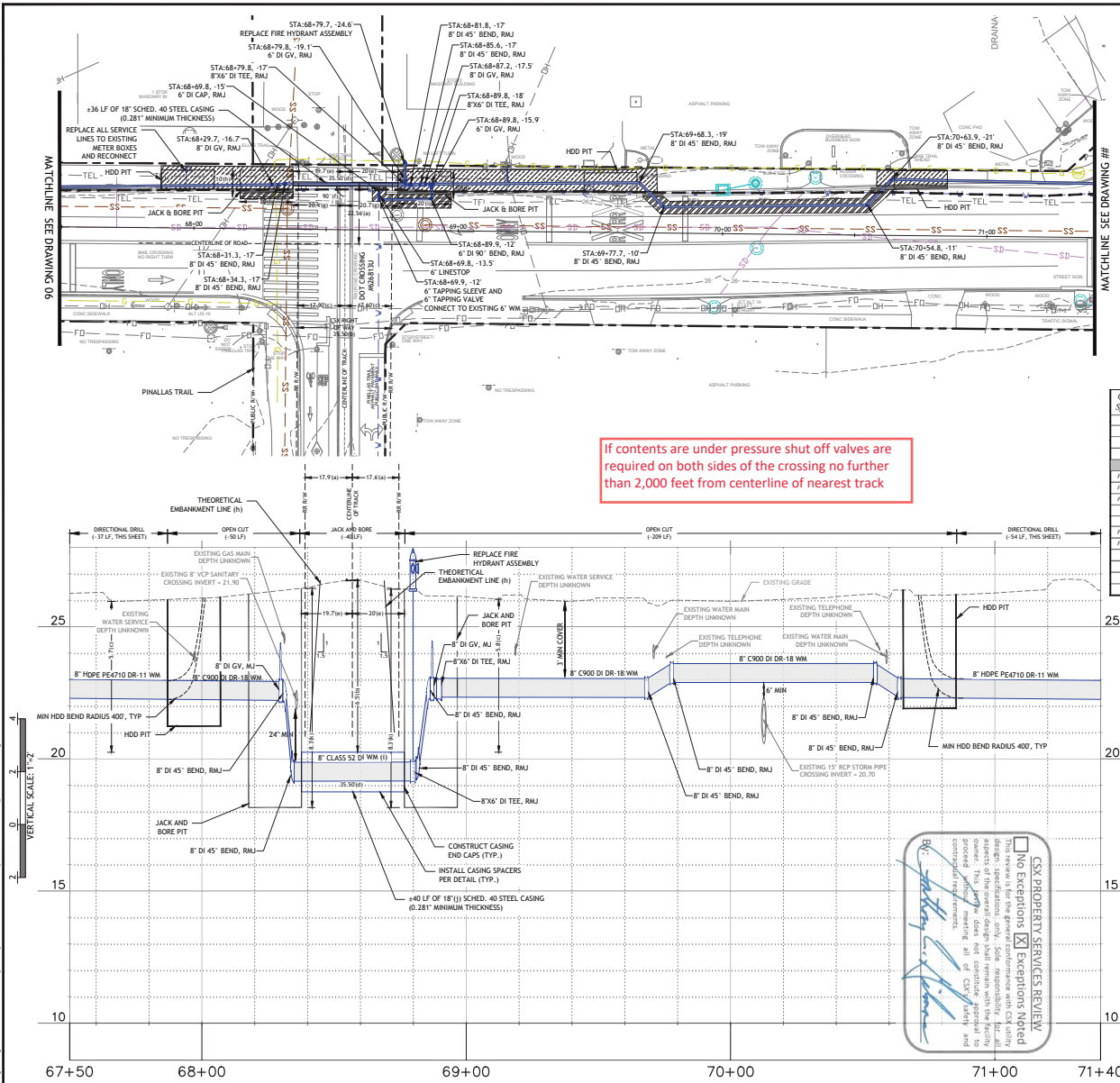
**CALL 811**  
SUNSHINE STATE  
ONE CALL  
OF FLORIDA  
www.call811.com  
(800) 432-4770  
9M IS YOUR  
BEFORE YOU EXCAVATE

**CITY OF CLEARWATER**  
**DREW STREET WATER, RECLAIMED, AND SANITARY RELOCATIONS**  
LEGEND, UTILITY OWNERS, AND SUMMARY OF PAY ITEMS

CONTRACT NO.	DATE DRAWN	DESIGNED BY	CHECKED BY	DRAWN BY	SCALE	NOTED
16-0040-UT	01/2026	PFH	SA	PFH	N/A	AS NOTED
041775	02/25/2026	PFH/BSW	SA	PFH	N/A	AS NOTED

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY: NESTON HAZEN. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

**CHA CONSULTING, INC.**  
3925 N. WOODLAND POINT DR., SUITE 140  
TAMPA, FL 33610  
TEL: (813) 546-8991  
CERTIFICATE OF AUTHORIZATION 02006



Letter	Description
(A)	Distance from crossing to nearest actual midpoint (not from MP + 1/2 DR). Distance from crossing to centerline of nearest public road intersection (include DOT Crossing #)
(B)	Width of CSX R/W
(C)	Total length of pipe on CSX R/W [See CSXT Pipeline Spec. page 13, C. 1, D. (f)]
(D)	Distance from centerline of nearest track to face of pits or poles at a 90 degree angle to the tracks
(E)	Angle of crossing [See CSXT Pipeline Spec. page 5, D. (d)]
(F)	IF CONTENTS UNDER PRESSURE: Distance of shut-off valves from centerline of nearest track (min. 2,000' from nearest track on each side of R/W) [See CSXT Pipeline Spec. page 20, D. (j)]
(G)	Width of Launching Receiving Pit
(H)	Length of Launching Receiving Pit

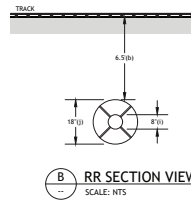
Minimum allowable casing pipe wall thickness 0.312in

CSXT Pipeline Spec. Reference	PIPELINE CONTENT DETAILS	
	Commodity Description	8" WATER MAIN
	Commodity Description	8" WATER MAIN
	Maximum Operating Pressure	80 PSI
	Is Commodity Flammable	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

CSXT Pipeline Spec. Reference	CARRIER CASING PIPE DETAILS	
	Carrier Pipe	Casing Pipe
Page 11, C. 4. 7. 1b	Pipe Material	STEEL
Page 11, C. 4. 7. 1b	Material Specifications & Grade	CLASS 35L GRADE 6
Page 11, C. 4. 7. 1b	Specified Minimum Yield Strength	42,000 PSI
	Nominal Size Outside Diameter (Inches)	9.05
Page 11, D. 1b	Wall Thickness (Inches)	0.34
Page 11, C. 4. 7. 1b	Type of Seam	SEAMLESS
Page 11, C. 4. 7. 1b	Type of Joints	RESTRAINED BELL & SPIGOT
Page 18, ii	Tapped Lateral Pipes Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Cathodic Protection	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Protective Coating	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Temp. Track Support or Rip-Rap Bed	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

If contents are under pressure shut off valves are required on both sides of the crossing no further than 2,000 feet from centerline of nearest track



Letter	Description
(A)	Distance from centerline of track to CSX R/W
(B)	Distance from base-of-embankment to top-of-casing [See CSXT Pipeline Spec. page 6, C. 2]
(C)	Distance from base-of-ditch to top-of-casing [See CSXT Pipeline Spec. page 6, C. 2]
(D)	Total length of pipe on CSX R/W [See CSXT Pipeline Spec. page 13, C. 1, D. (f)]
(E)	Distance from centerline of nearest track to face of pits at a 90 degree angle to the tracks
(F)	Distance from top-of-vent pipe to ground surface (4' minimum required) [See CSXT Pipeline Spec. page 20, F. 1]
(G)	Distance from centerline of track to vent pipe at a 90 degree angle to the tracks [See CSXT Pipeline Spec. page 20, F. 1]
(H)	Theoretical Embankment Line: Starts 12' from centerline of track and extends away from track at a slope of 1:1 over and down [See CSXT Pipeline Spec. page 14, C. 1, D. 1, B. P. # 1]
(I)	Carrier pipe diameter
(J)	Casing pipe diameter
(K)	Depth of Launching Receiving Pit

LEGEND	
- X X X X X X X -	REMOVE EXISTING PIPING
---	GROUT AND ABANDON EXISTING PIPING
---	REMOVE AND REPLACE CEMENT CURBS AND GUTTER
///	REMOVE AND REPLACE ASPHALT PAVEMENT, INCLUDING PAVEMENT MARKINGS
///	MILL AND OVERLAY ASPHALT PAVEMENT
///	REMOVE AND REPLACE CONCRETE DRIVEWAY
///	REMOVE AND REPLACE CONCRETE SIDEWALK

NOTE: PATTERN ROTATIONS MAY DIFFER FROM LEGEND IN PLAN VIEW. PLEASE SEE QUANTITY TAKEOFF TABLE IN DRAWINGS.

RECORD DRAWINGS	
DESIGNED BY:	DRAWN BY:
REVIEWED BY:	CHECKED BY:
APPROVED BY:	DATE:

REVISION	
D: PINELLAS PERMIT	PFH 02/2026
C: 100% DRAWINGS	PFH 01/2026
B: 90% DRAWINGS	PFH 12/2025
A: 60% DRAWINGS	PFH 10/2025

**CITY OF CLEARWATER, FLORIDA**  
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 CLEARWATER, FL 33767  
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 FAX: (407) 562-8894

CONTRACT NO.: PWD4  
 DATE: 02/2026  
 SHEET NO.: 041715

SCALE: N/A  
 DESIGNED BY: PFH  
 DRAWN BY: JES  
 CHECKED BY: SA

DATE: 02/25/2026

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