

**LICENSE AGREEMENT FOR ACCESS AND MAINTENANCE OF
LONGITUDINAL DRAINAGE SWALE
VILLAGE OF ESTERO, FLORIDA**

THIS LICENSE AGREEMENT, made this ____ day of _____, 20____ ("Agreement"), between **SEMINOLE GULF RAILWAY, LP**, a limited partnership under the laws of the State of Delaware, whose mailing address is 4110 Center Pointe Drive, Suite 207, Fort Myers, Florida, 33916, hereinafter referred to as "**SGLR**" and the **VILLAGE OF ESTERO**, a political subdivision of the State of Florida, whose mailing address is 9401 Corkscrew Palms Circle, Estero, Florida, 33928 hereinafter referred to as the "**VILLAGE**".

WITNESSETH:

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

WHEREAS, , VILLAGE has applied to SGLR for permission to access and maintain a longitudinal drainage swale (the "Swale") approximately 40 feet wide and running parallel to the tracks of SGLR beginning at a point at approximately Milepost AX 979.3 and ending at approximately Milepost AX 979.84 in Lee County, as more particularly described in the drawing ("Drawing") attached hereto as Exhibit "A" and made part hereof; and

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

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

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

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

3. (a) The Swale shall be located and maintained in exact accordance with Exhibit "A", and no departure shall at any time be made therefrom except upon permission in writing granted by SGLR; provided, however, that if any governmental or regulatory body having jurisdiction in the premises has regulated the manner and means of construction, maintenance, repair, alteration, renewal, relocation or removal thereof, then VILLAGE shall comply therewith after prior notice to SGLR as to any required departure from Exhibit "A". Supervision over the location of the maintenance, repair, alteration, renewal, relocation and removal of the Swale shall be subject to the approval of SGLR.

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

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

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

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

5. VILLAGE shall at all times be obligated to perform such maintenance or renewal of the Swale as may be required for the safe operation and maintenance of the properties of SGLR and its lessees and shall, upon notice in writing from SGLR requiring it so to do, promptly make such repairs and renewals thereto as may be required by SGLR. However, if necessary to protect the property, traffic, patrons or employees of SGLR, or any other person, from damage or injury, SGLR may with or without notice to VILLAGE at any time make such repairs and renewals thereto and furnish such material therefor as it deems adequate and necessary, all at the sole cost and expense of VILLAGE. VILLAGE shall promptly reimburse any costs incurred by SGLR pursuant to this Section to SGLR upon demand.

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

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

8. (a) It is understood between the parties hereto that the installation and existence of the Swale involves some risk, and VILLAGE as part of the consideration for this Agreement, hereby releases and

waives any right to ask for or demand damages from SGLR for or on account of loss of or injury to the Swale or other property or facilities of VILLAGE, that is over, under, upon or in the property or facilities of SGLR, including the loss of or interference with service provided by or through the Swale or use thereof and whether attributable to the fault, failure or negligence of SGLR. VILLAGE agrees it will exercise its privileges hereunder at its own sole risk. VILLAGE agrees to reimburse SGLR for all cost and reasonable expenses for any damage to SGLR's land or facilities resulting from VILLAGE'S use of the Swale.

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

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

(d) VILLAGE shall require any of its third party contractors performing work, related to this License, and working on the premises, sign Exhibit "C" herein and furnish the original to SGLR prior to the commencement of any work, and provide AAR Form railroad protective public liability insurance providing for a limit of not less than Two Million Dollars (\$2,000,000) with respect to damages arising out of bodily injury to or death of one person, and, subject to that limit for each person, a total limit of Six Million Dollars (\$6,000,000) for all damages arising out of bodily injury to or death of two or more persons in any one accident and for property damage for any one accident and for the duration of this Agreement comprehensive general public liability and property damage coverage as per Insurance Service Office form CG001 with broad form endorsement or equivalent with a limit of not less than Five Million Dollars (\$5,000,000) combined single limit. Coverage is to include underground work and contractual liability with Insurance Service Office endorsement CG2417 or provide equivalent coverage. In no event shall there be any subrogation against SGLR. The AAR Form Policy shall be issued in the name of SGLR and the original of that policy shall be in the hands of SGLR prior to the commencement of any work. SGLR shall be named as additional insured on all other policies. All detailed requirements as shown in Exhibit "D" attached.

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

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

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

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

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

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

15. This Agreement may terminate if VILLAGE is in default of any of the provisions of this Agreement. In the event VILLAGE is in default of any of the provisions herein, SGLR shall give VILLAGE notice thereof and a reasonable opportunity to cure the default. If after a reasonable time VILLAGE fails to cure the default, or take reasonable steps to cure the default, SGLR shall give VILLAGE written notice of its

intent to terminate this Agreement 30 days following receipt of the written notice and this Agreement, and all rights and obligations herein, shall terminate except for the provisions of Paragraph 12.

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

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

18. (a) In consideration of the License hereby granted, VILLAGE shall pay SGLR, prior to the execution of this Agreement, a fee of Six Thousand Five Hundred Dollars (\$6,500) to cover SGLR's legal and administrative costs in preparing and reviewing this Agreement ("Preparation Fee").

(b) SGLR for and in consideration of Twenty Five Thousand Dollars (\$25,000) to it in hand paid by VILLAGE prior to execution of this Agreement, and of the covenants and agreements to be kept and performed by VILLAGE as hereinafter expressed, hereby grants VILLAGE a license for the Swale as more particularly described hereinafter.

(c) VILLAGE shall also pay SGLR a total of Ninety Nine Thousand Nine Hundred Dollars (\$99,900) for a one time clearing of the swale of growth and debris. Clearing project to take place at a reasonable, mutually agreed to time after execution of this Agreement. A Fifty Percent (50%) deposit equal to Forty Nine Thousand Nine Hundred Fifty Dollars (\$49,995) to be paid at execution of this Agreement and the final Fifty Percent (50%), Forty Nine Thousand Nine Hundred Fifty Dollars (\$49,995), to be paid upon completion of the project.

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

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

If to SGLR:

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

If to VILLAGE:

**Village of Estero
9401 Corkscrew Palms Circle
Estero, Florida, 33928
Attn: Village Manager**

SIGNATURES ON NEXT PAGE

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.

By: _____

G. Bruce Fay
President

ATTEST:

VILLAGE OF ESTERO

By: _____

APPROVED AS TO FORM:

By: _____
VILLAGE Attorney

ACKNOWLEDGMENT OF SEMINOLE GULF RAILWAY, L.P.

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____, who is personally known to me on behalf of the Corporation, in its
capacity as general partner of Seminole Gulf Railway, L.P.

_____(Seal)
NOTARY

My Commission Expires:

ACKNOWLEDGMENT OF VILLAGE OF ESTERO, FLORIDA

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,

by, _____ who is personally known to me and who did take an oath as

the _____, Village of Estero, on behalf of the VILLAGE

_____(Seal)

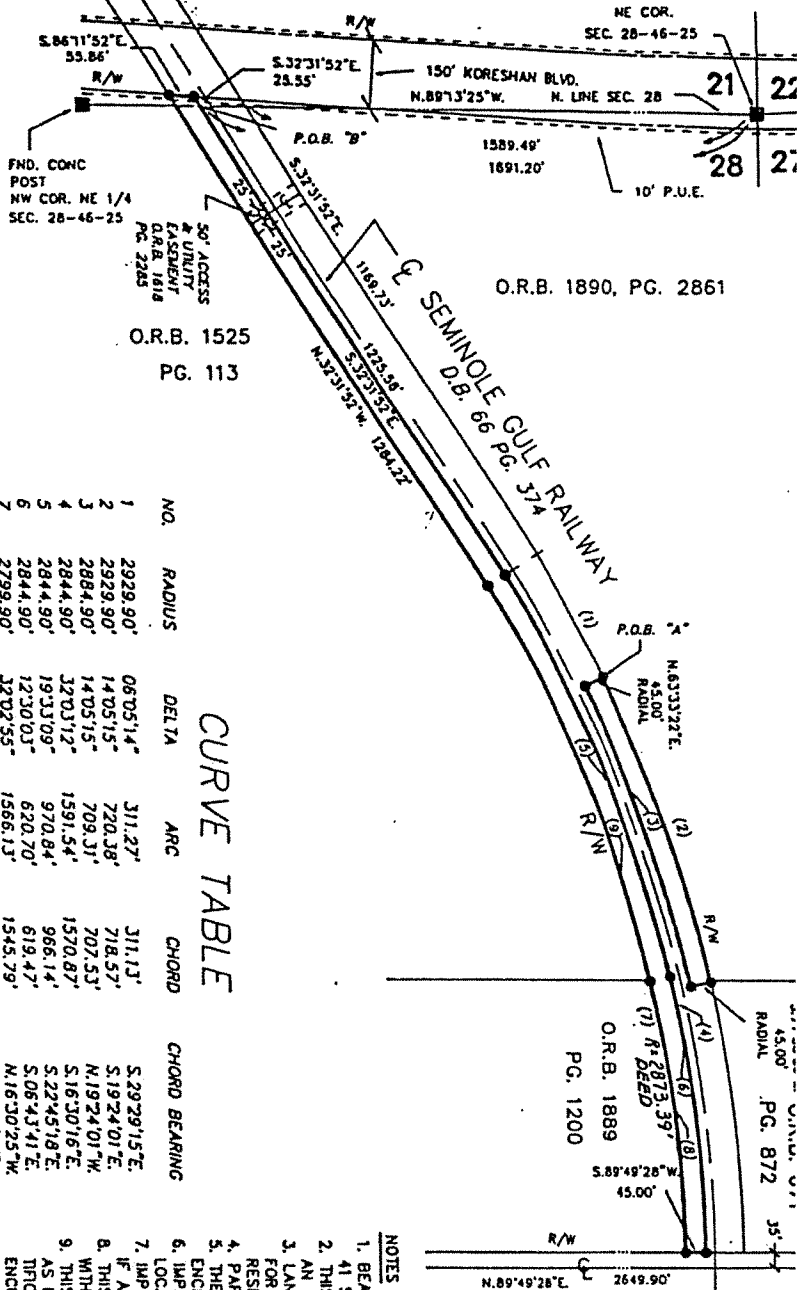
NOTARY STATE OF FLORIDA

My Commission Expires:

EXHIBIT A

O.R.B. 1553, PG. 608

P.O.C. NE COR. SEC. 28-46-25



O.R.B. 1890, PG. 2861

O.R.B. 1525 PG. 113

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
1	2929.90'	06°05'14"	311.27'	311.13'	S.29°29'15"E.
2	2929.90'	14°05'15"	720.38'	718.57'	S.19°24'01"E.
3	2884.90'	14°05'15"	709.31'	707.53'	N.19°24'01"W.
4	2844.90'	32°03'12"	1591.54'	1570.87'	S.16°30'16"E.
5	2844.90'	19°33'09"	970.84'	966.14'	S.22°45'18"E.
6	2844.90'	12°30'03"	620.70'	619.47'	S.06°43'41"E.
7	2799.90'	32°02'55"	1566.13'	1545.79'	N.16°30'25"W.
8	2799.90'	12°29'45"	610.65'	609.44'	N.06°43'50"W.
9	2799.90'	19°33'09"	955.48'	950.85'	N.22°45'18"W.

CURVE TABLE

NOTES

- BEARINGS SHOWN HEREON ARE BASED ON U.S. 41 STATE ROAD NO. 45.
- THIS SURVEY WAS MADE WITHOUT BENEFIT OF AN ABSTRACT OF TITLE OR TITLE OPINION.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, SETBACKS, RESTRICTIONS, RESERVATIONS, OR RIGHTS OF WAY OF RECORD.
- PARCEL SUBJECT TO EASEMENTS OF RECORD.
- THERE ARE NO VISIBLE ABOVE GROUND ENCROACHMENTS EXCEPT AS SHOWN.
- IMPROVEMENTS BELOW THE GROUND WERE NOT LOCATED.
- IMPROVEMENTS OTHER THAN THOSE SHOWN IF ANY WERE NOT LOCATED.
- THIS SURVEY IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
- THIS CERTIFICATION IS ONLY FOR THE LANDS AS DESCRIBED HEREON, IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM OF ENCUMBRANCES.

- LEGEND
- CM - CONCRETE MONUMENT
 - FND. - FOUND
 - (M) - MEASURED
 - REBAR - REINFORCING BAR
 - O.R.B. - OFFICIAL RECORD BOOK
 - N&W - NAIL & WASHER
 - REBAR & CAP - SET REBAR & CAP
 - FND. CONCRETE MONUMENT - SET CONCRETE MONUMENT
 - P.O.C. - POINT OF COMMENCEMENT
 - D.B. - DEED BOOK
 - P.O.B. - POINT OF BEGINNING

FOR'S CERTIFICATE

I CERTIFY THAT THE ATTACHED SURVEY IS AN ACCURATE AND CORRECT REPRESENTATION OF THE LANDS DESCRIBED HEREON, AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF FLORIDA, AND THAT I HAVE PERSONALLY CONDUCTED THE SURVEY AND THAT I AM NOT PROVIDING THIS SERVICE TO ANY OTHER PARTY.

[Signature]

DATE: 10/13/88

PROFESSIONAL LAND SURVEYOR

FLORIDA CERTIFICATE NO. 4848

BOUNDARY SURVEY

RAILROAD PARCEL

SECTION 21 & 28, TWP. 46 S., RGE. 25 E.

LEE COUNTY, FLORIDA

DATE	10/13/88
SCALE	1"=300'
DRAWN	C.P.
CHECK	T.P.
APPROVED	

INK ENGINEERING, INC.

ENGINEERS SURVEYORS PLANNERS

1320 W. WINDY HILL DR. N. FT. WORTH, TEXAS 76103

TEL: (817) 988-4500 FAX: (817) 988-4500

JOB NO.: 8827

8827RR

SEE ATTACHED FOR DESCRIPTION

SCALE 1"=300'

NO EXHIBIT "B"

**EXHIBIT "C"
RELEASE AND INDEMNIFICATION**

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

1. CONTRACTOR will comply with all the obligations of VILLAGE with respect to construction and maintenance of the Swale under the Agreement, including, without limitation, the provisions of Paragraph 3 thereof.

2. CONTRACTOR acknowledges and appreciates the risks and danger assumed and attendant upon the exercise of the permission granted hereunder, and assumes all risk of injury (including death) to itself, its officers, employees and agents, or to its property, occurring or arising while or resulting from being upon or about the property of SGLR, regardless of SGLR's fault or negligence.

3. CONTRACTOR, for itself and for its successors and assigns, agrees to release, indemnify, defend and save harmless SGLR and its respective officers, employees, agents, successors and assigns, from and against all damages, losses, claims, demands, suits, costs or expenses, including counsel fees, which SGLR may suffer or sustain, or be subject to, directly or indirectly, for personal injury, death or property damage suffered by anyone whomsoever (including SGLR and CONTRACTOR) and arising out of or caused either wholly or in part by the work performed on SGLR's property by the undersigned, regardless of the fault, failure or negligence of SGLR except for gross negligence.

4. In conformance with Section 725.06 Florida Statutes, to the extent it applies to this indemnity, the specific consideration given for the promises of the CONTRACTOR set forth in this Release and Indemnification is the right granted CONTRACTOR to perform work on SGLR's property, together with One Dollar (\$1.00) in hand paid by SGLR to CONTRACTOR, receipt whereof is hereby acknowledged, and the adequacy of which CONTRACTOR accepts as completely fulfilling the obligations of SGLR under the requirements of Section 725.06 Florida Statutes.

5. CONTRACTOR agrees to obtain the insurance specified in paragraph 8(d) of the Agreement. If any such insurance shall be provided on a claims-made basis, then in addition to the coverage requirements specified in paragraph 8(d) of the Agreement, CONTRACTOR agrees to make every effort to maintain similar insurance for at least two years following completion of the construction or maintenance of the Swale. If the insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with construction of the Swale.

6. CONTRACTOR is responsible for the provision and maintenance of all appropriate insurance.

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

ATTEST:

Title: _____

CONTRACTOR:

By: _____

Title: _____

EXHIBIT "D"

INSURANCE AND RIGHT-OF-WAY REQUIREMENTS

Entity or Contractor working on property of Seminole Gulf Railway LP, shall carry, with respect to the operations it or any of its subcontractors performs, the following insurance coverage:

Railroad Protective Liability Insurance with per occurrence limit of not less than **Two Million Dollars (\$2,000,000)** and aggregate limit of not less than **Six Million Dollars (\$ 6,000,000)** written on the ISO form, without exclusions. The policy is to name **Seminole Gulf Railway LP**, as the **named insured(s)**. The original policy for Railroad Protective liability insurance must be provided to Seminole Gulf Railway LP, **prior to the commencement of any work on Railroad property**. **A RAILROAD PROTECTIVE LIABILITY PROGRAM IS AVAILABLE THROUGH THE NATIONAL BROKER, MARSH. VISIT THE MARSH WEBSITE FOR AN APPLICATION AND CONTACT INFORMATION.**

Commercial General Liability Coverage using form CG0001 10-01 without modification. A combined single limit of \$5,000,000 per occurrence and \$5,000,000 Aggregate is required. (This requirement may be met with an umbrella or excess general liability policy if the general liability policy limit alone is not sufficient). Seminole Gulf Railway LP shall be named as an additional insured using forms CG2010 (7-04) and CG2037 (7-04), or the equivalent. Copies of additional insured endorsements naming Seminole Gulf Railway LP as an additional insured must be attached to the certificate of insurance. **BLANKET ADDITIONAL INSURED ENDORSEMENTS ARE NOT ACCEPTABLE.**

Auto liability with a combined single limit of not less than **One Million Dollars (\$1,000,000)**. **Seminole Gulf Railway LP** shall be included as **additional insured**.

Workers compensation and employers liability with standard limits of liability. The policy is to contain a waiver of subrogation in favor of **Seminole Gulf Railway**.

Such policies of insurance shall be endorsed to provide thirty (30) days' notice to each name insured by the insurance company before any reduction to or cancellation of the policies. **SEMINOLE GULF RAILWAY LP** shall be furnished with a **certificate of insurance** for the coverage provided for herein indicating conformance to the foregoing, **prior to the commencement of any work on Railroad property**.