

CSX TRANSPORTATION, INC.

TEMPORARY RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT, made and effective as of September 14, 2015, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, and Florida Central Railroad Company, hereinafter collectively referenced as "Licensor," and Atlanta Gas Light Company ("AGLC"), Continental Holdings, Inc. ("CHI"), Duke Energy Florida, Inc. (formerly known as Florida Power Corporation) ("Duke"), and the City of Orlando ("the City"), hereinafter collectively referenced as "the Group" or "Licensee," WITNESSETH:

WHEREAS, Licensee has submitted a written request/application to Licensor requesting permission to enter Licensor's property located at or near Orlando, Orange County, Florida, Jacksonville Division, Sanford Subdivision, Milepost ST-814.2, hereinafter called ("Property,") for the purpose of surveying the Property, (tracks, utilities, limits of ballasts, etc., commonly referred to as an Improvement Survey) and the property boundaries (the "Project"); and

WHEREAS, Licensor is willing to grant to Licensee the limited right and permission to enter upon the Property for the limited purpose of performing the Project.

NOW THEREFORE, Licensor hereby grants to Licensee, its authorized agents, representatives, consulting engineers and contractors, assignees and successors (collectively, "Agents"), as well as EPA and the Florida Department of Environmental Protection ("FDEP") and their agents, representatives, consulting engineers and contractors, assignees and successors, the right and permission to enter upon the Property for the purpose of performing said Project, subject to the terms and conditions set forth below:

1. **PROJECT:** The Project shall be performed at the entire cost and expense of Licensee, in accordance with good and sound engineering practices, to the satisfaction of Licensor's Division Engineer or his or her duly authorized representative ("Division Engineer") and in a manner to avoid accidents, damages, unnecessary delays to or interference with train traffic of Licensor. Prior to entry, Licensee or its Agents shall notify the Division Engineer's representative and arrange for flagging protection in accordance with Sections 5 and 7 of this Agreement. Licensee and its Agents shall not dig in the ballast line or within the tracks loading influence area, or otherwise disturb the track structure. Licensee and its Agents shall maintain in their possession a copy of this Agreement at all times during their occupation of the Property.

2. **INDEMNITY:**

2.1 Licensee hereby assumes risk of and agrees to indemnify, defend, protect and save Licensor and Licensor's Affiliates harmless with respect to any and all liability, claims, demands, payments, suits, actions, recoveries, penalties, costs, legal expenses (including

reasonable attorneys' fees), judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages) for:

2.1.1 personal injury, including, but not limited to bodily injury to or death of any person or persons whomsoever, including the agents, servants, Affiliates or employees of the parties;

2.1.2 the loss or damage to any property whatsoever, including property owned or in the care, custody or control of the parties hereto or their respective Affiliates; and

2.1.3 any and all other losses or damages;

arising from the presence of Licensee or its Agents on or about the Property, except to the extent attributable to the gross negligence, or intentional misconduct of Licensor or its Affiliates.

2.2 Notwithstanding the above, and to the extent allowed by law, the City of Orlando assumes liability for its acts and omissions and the acts or omissions of the City's officers, employees, receivers, trustees, agents, or assigns in carrying out the activities pursuant to this Agreement. Nothing herein shall be construed to waive the City's sovereign immunity or the limitations of liability established under Florida law, and the city's indemnification obligations, if any, are limited to the sovereign immunity limits included in Section 768.28, Florida Statutes. Nothing in this paragraph shall in any way diminish the liability of other members of the PRP Group under the provisions of this indemnity.

2.3 Licensee and its Agents shall comply with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its presence or performance of any activity on the Property and Licensee agrees to indemnify, defend, and hold Licensor and its Affiliates harmless with respect to any fines, penalties, liabilities, or other consequences for their failure to so comply.

2.4 For the purpose of this Agreement, the term "Affiliates" includes all entities, directly or indirectly owned or controlled by, or under common control of a party or its respective shareholders, officers, directors, employees and agents, and in the case of Licensor, includes CSX Corporation, CSXT, Florida Central Railroad Company, and their Affiliates and their respective shareholders, officers, directors, employees and agents.

2.5 The provisions of this Section shall survive the termination or expiration of this Agreement.

3. GENERAL LIABILITY INSURANCE:

3.1 Licensee's Agents shall procure and maintain, at their expense: (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), which insurance must contain a waiver of subrogation against Licensor and its Affiliates, if permitted by state law; (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) in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement; and (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. Upon request, Licensee shall provide Licensor with a copy of the applicable insurance policies. A policy endorsement naming Licensor, and/or its designee, as an additional insured and specifying such coverage shall be furnished to Licensor prior to the execution of this Agreement, and the required coverage will be kept in force until all of Licensee's obligations under this Agreement have been fully discharged and fulfilled, or until Licensee shall have been specifically released by a written instrument signed by an authorized officer of Licensor. The insurance policies shall provide that the insurance carrier must give Licensor notice at least thirty (30) days in advance of cancellation of coverage, of any change in coverage, or of cancellation of the policy. Notwithstanding any provisions of this Section, the liability assumed by Licensee shall not be limited to the required insurance coverage.

4. RAILROAD PROTECTIVE LIABILITY INSURANCE:

In the event Licensee's Agents find it necessary to conduct surveying within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee's Agents shall: (a) notify Licensor; and (b) procure and maintain during the period of the Project, 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 01 96) 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, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such survey work.

At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee's Agents may pay Licensor, at Licensor's current rate at time of request, the cost of adding any surveying work to Licensor's blanket Railroad Protective Liability (RPL) Policy for the period of actual surveying activities. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

5. PRIOR NOTIFICATION: Licensee or Licensee's Agents shall notify Licensor at least 10 days prior to requiring entry on the Property and shall abide by the instructions of the Division Engineer, or his or her authorized representative. Licensee or its Agents shall complete and submit Licensor's Outside Party Number Request Form by email to email address: OP_Request@csx.com.

6. CLEARANCES: Neither Licensee nor Agents shall perform any Project or place or operate any equipment of Licensee or Agents at a distance closer than fifty (50) feet from the center of any track, without the prior approval of the Division Engineer. The Division Engineer may require protective services or such other services as deemed necessary or appropriate.

Equipment shall be moved across Licensor's track(s) only at a public crossing unless prior arrangements have been made with the Division Engineer and a Private Crossing Agreement is fully executed and in place. Licensee and Agents shall take all precautions necessary to avoid interference with or damage to Licensor's property and signal and communication facilities during their performance of the Project.

7. **PROTECTIVE SERVICES:** If protective services, such as flagging protection, are required by Licensor, Licensee or its Agents shall make arrangements with the Division Engineer to furnish such personnel, flagman or watchman, that in the Division Engineer's opinion may be necessary to protect the facilities and traffic of Licensor during the performance of the Project. Licensee or its Agents shall pay for the cost of such services, including all applicable surcharges and additives.

8. **PAYMENT FOR PROTECTIVE SERVICES:** Payment shall be made by Licensee or its Agents in accordance with the following designated option:

() **Option 1:** Licensee shall make an advance deposit of funds based on an estimate of the cost of protective or other services as determined by Licensor. The cost for Licensor's services shall then be assessed by Licensor against this advance deposit. Upon completion of the Project, any unused funding will be returned to Licensee. If Licensor's costs exceed the advance deposit(s), a request will be made to Licensee for additional funds or an invoice will be issued to Licensee for final payment. Licensee shall remit payment to Licensor within thirty (30) days of receipt of either a request for additional funds or an invoice.

(X) **Option 2:** Licensee or its Agents shall promptly reimburse Licensor for the cost of protective or other services on an as-incurred basis, including all applicable surcharges, upon receipt of bill(s) therefore.

9. **ENVIRONMENTAL:** This Agreement does not include and expressly excludes the performance of any site investigation activities designed to determine environmental conditions on, about or beneath the Property. Precluded activities include performing soil borings for purposes other than geotechnical investigation, obtaining soil, sediment, groundwater and surface water samples, and conducting field or laboratory analyses of any soil, sediment, groundwater or surface water samples obtained from Licensor property to identify chemical composition or environmental condition. If any type of environmental investigation is desired, a separate right of entry agreement issued through Licensor's Environmental Department must be secured.

10. **CLAIMS:** Licensee shall, or shall require Agents, to promptly notify the Division Engineer of any loss, damage, injury or death arising out of or in connection with the Project.

11. **REMEDATION:** It is understood and agreed that, upon completion of the Project, the Property shall be left in a condition satisfactory to Division Engineer or his or her duly authorized representative.

12. SAFETY:

12.1 All personnel entering the Property must comply with Licensor safety rules and requirements to include, without exception, the wearing of hard hats and approved safety shoes and safety glasses with side shields. Anyone not in compliance with these rules and regulations will be asked to leave the Property.

12.2 Before performing any work authorized by this Agreement, Licensee or its Agents, at their sole cost and expense, shall obtain all necessary permit(s) (including but not limited to 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.

13. TERM: This Right-of-Entry Agreement and the permission conferred and the license granted by it does not constitute a grant of permanent easement and shall terminate upon completion of the Project or at midnight, September 13, 2016, whichever occurs first, unless extended in writing by Licensor. In the event Licensee fails to comply with terms and provisions of this Agreement, Licensee agrees to pay and agrees that Licensor shall be entitled to recover costs and expenses incurred by Licensor, including reasonable legal fees and expenses, to enforce the terms of this Agreement.

14. SEVERABILITY: The parties agree that if any part, term or provision of the Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable. If any provision or any part of a provision of the Agreement shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable law, ordinance, rule or regulation, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Agreement, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

15. ENTIRE AGREEMENT: This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter.

16. NOTICES: All notices, consents and approvals required or permitted by this agreement shall be in writing and shall be deemed delivered; (i) upon personal delivery, (ii) upon the expiration of three (3) business days following mailing by U.S. first class mail, (iii) upon the next business day following mailing by a nationally recognized overnight carrier, or (iv) if sent via facsimile or electronic mail, upon the recipient's response or delivery of an automated receipt

confirmation, to the addresses set forth below or such other addresses as either party may designate by delivery of prior notice to the other party:

If to Licensors: Kevin Boland
CSX Transportation, Inc.
6737 Southpoint Drive South, J-180
Jacksonville, FL 32216
Phone: 904-279-3818
E-mail: kevin_boland@csx.com

And,

Karen Kuivinen
Florida Central Railroad
3001 W. Orange Avenue
Plymouth, FL 32703
Phone: 407-880-8500 ext 1100
Email: Karen@pinsly.com:

If to Licensee: Greg Corbett
AGL Resources, Inc.
10 Peachtree Place
Atlanta, GA 30309
Phone: (404) 584-3719
gcorbett@aglresources.com

With a copy to: Carol R. Geiger
Kazmarek Mowrey Cloud Laseter LLP
1230 Peachtree Street NE
Suite 3600
Atlanta, GA 30309
Phone: (404) 812-0842
Fax: (404) 812-0845
cgeiger@kmccllaw.com

17. TERMINATION: Licensors shall have the right at any time and at its sole discretion to terminate this Agreement upon notice to Licensee.

18. WAIVER: If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

19. GOVERNING LAW; VENUE: This Agreement shall be governed by and construed under the laws of the State of Florida, without regard to the choice of law provisions thereof. Venue for any action arising from, or brought to enforce, this Agreement, shall vest exclusively

in the state or federal courts located in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any state or federal court located in Duval County, Florida.

20. NO ASSIGNMENT: Notwithstanding anything to the contrary contained in this Agreement, Licensee shall not permit Agents to enter the Property without first requiring Agents to agree in writing to comply with all of the terms of this Agreement. Notwithstanding the foregoing, Licensee shall continue to be responsible for insuring that Agents comply with all of the terms and conditions of this Agreement and shall indemnify and hold Licensor harmless for any damages described in Section 2 above to the extent caused by such subcontractor. Assignment of this Agreement to any party other than Agents in accordance with this Section shall not be permitted except upon the prior written consent of Licensor, which consent may be granted or withheld at Licensor's sole discretion. This Agreement shall be binding upon the parties and their respective successors and assigns.

21. COUNTERPARTS: This Agreement may be executed in several counterparts, each of which will be deemed an original, and all such counterparts together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the effective date of this Agreement.

Witness for CSXT:

CSX TRANSPORTATION, INC.

David E.
 Name: _____
Elder
 Title: _____

Digitally signed by David E. Elder
 DN: cn=David E. Elder,
 o=Corridor Occupancy Services,
 ou=Properties Group,
 email=David.Elder@csx.com,
 c=US
 Date: 2015.09.22 10:51:36 -04'00'

Witness for Florida Central Railroad Company:

FLORIDA CENTRAL RAILROAD COMPANY

Name: _____

Title: _____

in the state or federal courts located in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any state or federal court located in Duval County, Florida.

20. NO ASSIGNMENT: Notwithstanding anything to the contrary contained in this Agreement, Licensee shall not permit Agents to enter the Property without first requiring Agents to agree in writing to comply with all of the terms of this Agreement. Notwithstanding the foregoing, Licensee shall continue to be responsible for insuring that Agents comply with all of the terms and conditions of this Agreement and shall indemnify and hold Licensor harmless for any damages described in Section 2 above to the extent caused by such subcontractor. Assignment of this Agreement to any party other than Agents in accordance with this Section shall not be permitted except upon the prior written consent of Licensor, which consent may be granted or withheld at Licensor's sole discretion. This Agreement shall be binding upon the parties and their respective successors and assigns.

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Witness for CSXT:

CSX TRANSPORTATION, INC.

Name: _____

Title: _____

Witness for Florida Central Railroad Company:

FLORIDA CENTRAL RAILROAD COMPANY

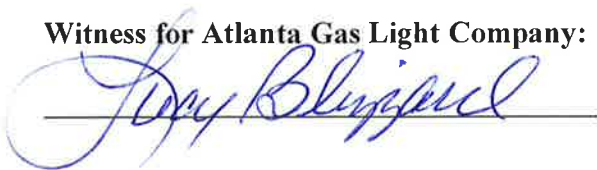
Mary Rajkowski

James J. Plasse

Name: ~~John P. Levine~~ James J. Plasse

Title: ~~Chairman/CEO~~ V.P. Finance

Witness for Atlanta Gas Light Company:



ATLANTA GAS LIGHT COMPANY


Name: DONALD F. CARTER
Title: Vice President

Date: 9-16-2015

Witness for Duke Energy Florida, Inc.
(formerly Florida Power Corporation):

DUKE ENERGY FLORIDA, INC.
(formerly FLORIDA POWER CORPORATION)

Name: _____
Title: _____
Date: _____

Witness of Continental Holdings, Inc.:

CONTINENTAL HOLDINGS, INC.

Name: _____
Title: _____
Date: _____

Witness for Atlanta Gas Light Company:

ATLANTA GAS LIGHT COMPANY

Name: _____

Title: _____

Date: _____

**Witness for Duke Energy Florida, Inc.
(formerly Florida Power Corporation):**

Carolyn J. Hill

**DUKE ENERGY FLORIDA, INC.
(formerly FLORIDA POWER CORPORATION)**

Harry Sideris

Name: Harry Sideris

Title: Sr. VP Environmental, Health and Safety

Date: 7/18/15

Witness of Continental Holdings, Inc.:

CONTINENTAL HOLDINGS, INC.

Name: _____

Title: _____

Date: _____

Witness for Atlanta Gas Light Company:

ATLANTA GAS LIGHT COMPANY

Name: _____

Title: _____

Date: _____

**Witness for Duke Energy Florida, Inc.
(formerly Florida Power Corporation):**

**DUKE ENERGY FLORIDA, INC.
(formerly FLORIDA POWER CORPORATION)**

Name: _____


Title: _____

Date: _____

Witness of Continental Holdings, Inc.:

CONTINENTAL HOLDINGS, INC.





Name: RYAN McMANIS

Title: VP

Date: 9/22/15

CITY OF ORLANDO, FLORIDA

(SEAL)

By: _____
Mayor /Pro Tem

Printed Name: _____

Date: _____

ATTEST:

City Clerk Celeste T. Brown

Approved as to form and legality for the use
and reliance of City of Orlando, Florida, only.

_____, 2015

David J. Bass

Asst. City Attorney, Orlando, Florida

Designated Representatives for Receipt of Notice:

Name:	David J. Bass, Esq.
Address:	Executive Offices - City Attorney's Office Orlando City Hall 400 South Orange Avenue Orlando, FL 32801
Telephone:	(407) 246-4373
Facsimile:	(407) 246-2854