

**RESOLUTION NO. \_\_\_\_**

**PROPOSED RESOLUTION NO. 25-034**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAKELAND, FLORIDA AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AND CSX TRANSPORTATION, INC. FOR A PEDESTRIAN BRIDGE OVERPASS ON NEW YORK AVENUE BETWEEN MAIN STREET AND LAKE WIRE DRIVE; ADOPTING FINDINGS; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Florida Department of Transportation (“FDOT”) proposes to design and construct a pedestrian bridge overpass on New York Avenue between Main Street and Lake Wire Drive which will cross the right-of-way and railroad tracks of CSX Transportation, Inc. (“CSX”); and

**WHEREAS**, CSX is willing to consent to the construction of the proposed pedestrian overpass over its right-of-way and tracks; and

**WHEREAS**, the FDOT is willing to design and construct the pedestrian overpass as described above provided the City of Lakeland (“City”) agrees to accept jurisdiction, ownership, liability and all maintenance responsibilities related to the pedestrian overpass upon its completion; and

**WHEREAS**, the FDOT, CSX and the City wish to enter into a Railroad Reimbursement Agreement in order to outline the respective responsibilities of the parties for the construction, operation and maintenance of the pedestrian overpass consistent with the above;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKELAND, FLORIDA:**

**SECTION 1.** The foregoing findings are true and correct and are hereby adopted and made a part hereof.

**SECTION 2.** The City Commission of the City of Lakeland does hereby approve and authorize H. William Mutz, Mayor of the City of Lakeland, to execute and submit to the FDOT and CSX on behalf of the City of Lakeland that certain Railroad Reimbursement Agreement for Financial Project No. 436656-1-57-01, attached hereto as Attachment "A" and made a part hereof.

**SECTION 3.** A certified copy of this Resolution shall be forwarded to the State of Florida Department of Transportation and CSX.

**SECTION 4.** This Resolution shall take effect immediately upon passage.

**PASSED AND CERTIFIED AS TO PASSAGE** this 19th day of May, A.D. 2025.

\_\_\_\_\_  
H. WILLIAM MUTZ, MAYOR

ATTEST: \_\_\_\_\_  
KELLY S. KOOS, CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS: \_\_\_\_\_  
PALMER C. DAVIS  
CITY ATTORNEY

**RAILROAD REIMBURSEMENT AGREEMENT  
GRADE SEPARATED PEDESTRIAN BRIDGE OVERPASS**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
436656-1-57-01	New York Avenue	POLK	01 16000-PREL	N/A

THIS AGREEMENT, made and entered into this \_\_\_\_\_, day of \_\_\_\_\_, \_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT; CSX TRANSPORTATION, INC., a corporation organized and existing under the laws of Virginia, with its principal place of business in the City of Jacksonville, County of Duval, State of Florida, hereinafter called the COMPANY; and the CITY OF LAKE LAND, a municipal corporation, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT proposes to design and construct a Grade Separated Pedestrian Bridge Overpass (hereinafter "Pedestrian Overpass") and the necessary approaches thereto, designated by the Financial Project ID 436656-1-57-01, on New York Avenue which crosses the right-of-way of the COMPANY and over the track(s) of the COMPANY'S Mile Post A 851.01 as shown on the DEPARTMENT'S Plan Sheet No. 16 attached hereto and incorporated by reference as Exhibit A; and

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

1. The COMPANY hereby grants to the DEPARTMENT the right to design and construct the Pedestrian Overpass and necessary approaches thereto across its right-of-way and over its tracks at the hereinabove referred to location.
2. The DEPARTMENT will provide, furnish or have furnished, all necessary materials required for, and will construct or have constructed said Pedestrian Overpass and the necessary approaches thereto at its expense. Said work to be done and materials to be furnished in accordance with plans heretofore approved by the COMPANY.
3. The CITY, upon completion of the construction of the Pedestrian Overpass and final acceptance by the DEPARTMENT, agrees to accept jurisdiction, ownership, liability and all maintenance responsibilities of the Pedestrian Overpass and will, at its expense, maintain the Pedestrian Overpass in a good and safe condition thereafter. IT BEING EXPRESSLY UNDERSTOOD AND AGREED that the COMPANY may, at its option and upon notice to the CITY, perform such maintenance work and bill the CITY directly for costs thus incurred that are the responsibility of the CITY. In addition, the CITY agrees to accept, upon said final completion, assignment from the DEPARTMENT of the permanent easement depicted in Exhibit B, attached and incorporated by reference.
4. All work contemplated hereunder shall at all times be subject to the approval of the COMPANY'S Chief Engineer or his authorized representative. The DEPARTMENT, or the DEPARTMENT'S Contractor, shall give the COMPANY'S Division Engineer and/or Superintendent at least seventy-two (72) hours notice prior to the performance of any work within the limits of the COMPANY'S right-of-way.

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5. The DEPARTMENT will reimburse the COMPANY for the cost of watchman or flagging service when the DEPARTMENT'S contractor is carrying out work adjacent to COMPANY'S tracks and whenever the contractor is performing work requiring the movement of employees, trucks or other equipment across the tracks of the COMPANY, or when at other times the COMPANY and DEPARTMENT shall agree that such a service is necessary. Such costs shall be accrued and billed directly to the DEPARTMENT as specified in Paragraph 8 and Paragraph 16.

6. The DEPARTMENT will require its contractor to furnish Railroad Protective Public Liability and Railroad Protective Property Damage Liability Insurance in a combined amount of \$5,000,000 for all personal injuries, death or property damage, per occurrence arising during the policy period. The maximum dollar amounts of coverage to be reimbursed from Federal funds with respect to bodily injury, death and property damage, is limited to a combined amount of \$10,000,000 per occurrence unless approval for larger amounts by the FHWA Division Administrator is made a part of this Agreement. The DEPARTMENT will also require its contractor to furnish the COMPANY a Certificate of Insurance showing that the contractor carries liability insurance (applicable to the job in question) in the amount of \$5,000,000 for all personal injuries, death or property damage, per occurrence arising during the policy period. Such insurance is to conform with the requirements of the U.S. Department of Transportation, Federal Highway Administration, Federal-Aid Policy Guide, Subchapter G, Part 646, Subpart A, and any supplements thereto or revisions thereof.

7. The DEPARTMENT will bear the cost of all temporary and permanent changes made necessary in the COMPANY'S signal wire line or other facilities and in the wire line facilities of any utility that has compensable interest on COMPANY'S right-of-way occasioned by the construction of said crossing and the occupancy of the COMPANY'S property, provided such costs are accrued as specified in Paragraph 8.

8. The COMPANY hereby agrees to adjust the necessary parts of its facilities along said road in accordance with the attached detailed statement of the work, plans and specifications, and in accordance with the provisions set forth in the:

- (a) DEPARTMENT Procedure No. 725-080-002 Appendix D-4 and Rule 14-57.011 "PublicRailroad-Highway Grade Crossing Costs", Florida Administrative Code
- (b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Chapter I, Subchapter B, Part 140, Subpart I; and 23 C.F.R. Chapter I, Subchapter G, part 646, Subpart B

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

9. The DEPARTMENT hereby agrees to reimburse the COMPANY, as detailed in this agreement for all costs incurred by it in the adjustment of said facilities, in accordance with the provisions of Procedure No. 725-

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080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

10. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the costs thereof in the amount of \$TBD. All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT, and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

11. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY directly to the DEPARTMENT. Separate records as to the costs of contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

12. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum of \$\_\_\_\_\_, as supported by a detail analysis of estimated costs attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

13. The adjustment of the COMPANY'S facility as planned  will  will not involve additional work over and above minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- (a) \_\_\_\_\_ % will be applied to the final billing of work actually accomplished to determine required credit for  (betterment) and/or  (expired service life) and/or  (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be \_\_\_\_\_. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- (c) \$\_\_\_\_\_ credited for  (betterment) and/or  (expired service life) and/or  (nonreimbursable segments) in accord with Article 8.(c) hereinabove

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14. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above adjustment work.

15. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

16. Upon completion of the work, the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, materials and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized when they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved; the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

17. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), Florida Statutes, or by the Department of Financial Services under Section 215.422(14), Florida Statutes.

18. In accordance with Section 287.058, Florida Statutes, the following provisions are included in this Agreement:

If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and post audit thereof.

Bills for travel expenses specifically authorized in this Agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs"

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and the Federal Highway Administration Federal-Aid Policy Guide, Subchapter B, part 140, Subpart I "Reimbursement for Railroad Work."

19. In accordance with Section 215.422, Florida Statutes, the following provisions are included in this Agreement:

Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

Failure by the COMPANY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT. The COMPANY shall promptly provide the DEPARTMENT with a copy of any request to inspect or copy public records in possession of the COMPANY and shall promptly provide the DEPARTMENT a copy of the COMPANY'S response to each such request.

20. In the event this contract is for services in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

21. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or

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replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

22. In accordance with Section 287.134(2)(a), Florida Statutes, the following provision is included in this Agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

23. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature

24. Should the use of said Pedestrian Overpass be abandoned by the CITY, then all rights hereby granted to the CITY shall thereupon cease and terminate and the CITY will, at its sole cost and in a manner satisfactory to the COMPANY, remove said Pedestrian Overpass and restore the COMPANY'S property to the condition previously found, provided the COMPANY may, at its option, remove the said crossing and restore its property to the condition previously found, and the CITY will, in such event, upon bill rendered, pay to the COMPANY the entire cost incurred by it in such removal and restoration.

~~25. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission, or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT of any of its officers, agents, or employees, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received in conjunction with this Agreement.~~

26. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
2. expressly require, per F.S. 448.095(2), any contractors and/or subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment

CSX

FDOT

CITY

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eligibility of all new employees hired by the contractor and/or subcontractor during the contract term. Failure to comply with these provisions are grounds for termination of the Agreement as per F.S. 448.095(2).

3. use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work but are not applicable to steel and iron items that the COMPANY uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project; and
4. comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the COMPANY pursuant thereto. The COMPANY shall include the attached Title VI / Nondiscrimination Assurance in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

27. It is understood and agreed by the parties to this Agreement that if any part, term, or provision of this Agreement is held illegal by the courts or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

28. Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

29. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.

30. The parties agree that this Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.

31. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**RAILROAD REIMBURSEMENT AGREEMENT**  
**GRADE SEPARATED PEDESTRIAN BRIDGE OVERPASS**

32. The following Exhibits are attached and incorporated by reference in this Agreement:

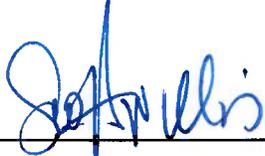
- (a) Exhibit A, Plan Sheet No. 16
- (b) Exhibit B, Parcel 800, Bridge Airspace and Maintenance Envelope
- (c) Exhibit C, Parcel 700, Temporary Construction Easement

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

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(Title: Director of Transportation Development)

CSX TRANSPORTATION, INC.

BY:   
Title: CSX Public Projects Project Manager

CITY OF LAKELAND, FLORIDA

BY: \_\_\_\_\_  
(Title: \_\_\_\_\_)

Legal Review

Approved as to Funds Available

Approved as to FAPG Requirements

BY: \_\_\_\_\_  
Attorney – DOT                      Date

BY: N/A \_\_\_\_\_  
Comptroller – DOT                      Date

N/A \_\_\_\_\_  
FHWA                                      Date

<sup>DS</sup>  
DC



# SECTION 13, TOWNSHIP 28 SOUTH, RANGE 23 EAST POLK COUNTY, FLORIDA

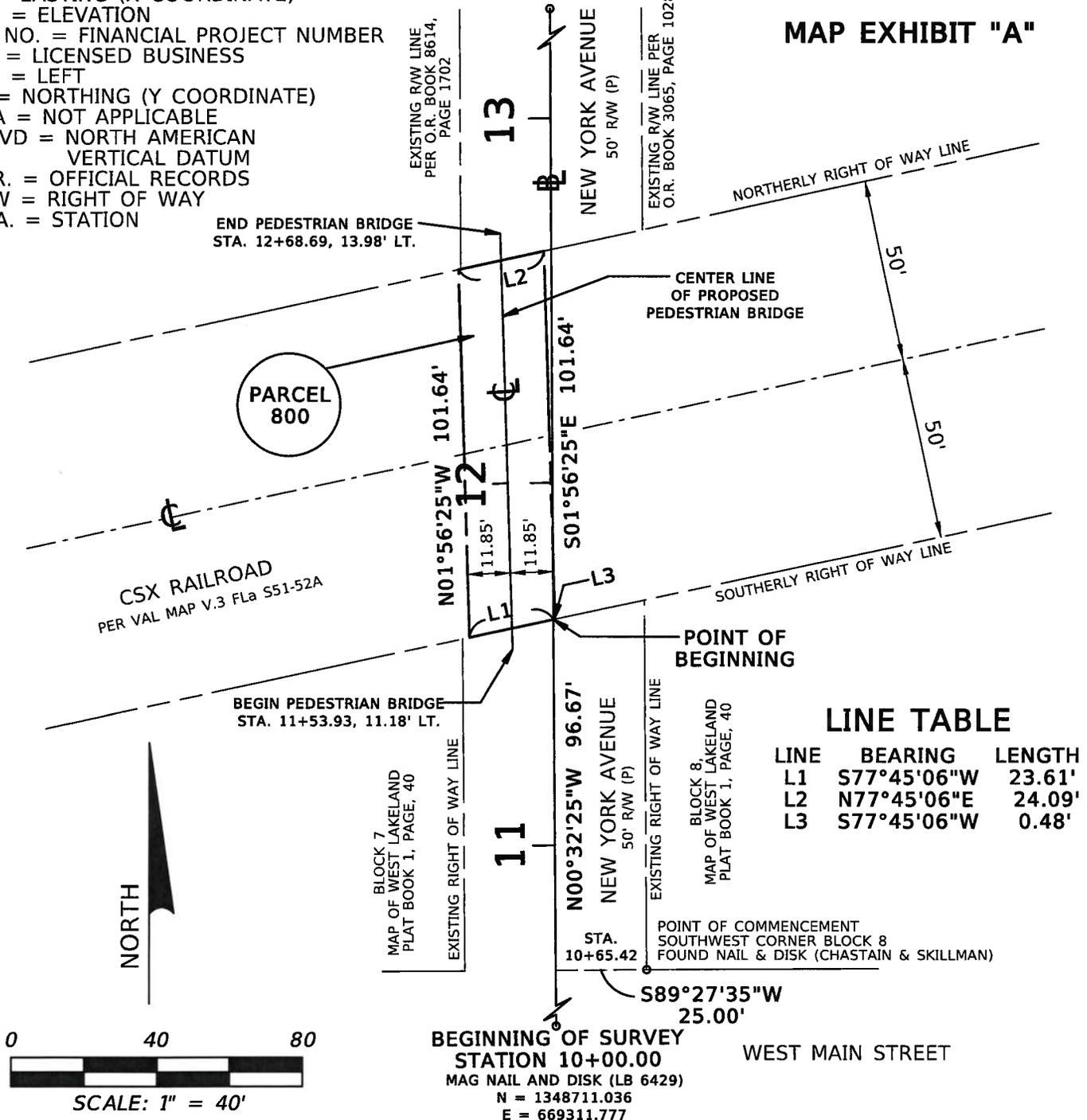
LEGEND: **EXHIBIT B, 1 of 2**

- B = BASELINE
- C = CENTERLINE
- E = EASTING (X COORDINATE)
- EL. = ELEVATION
- FP NO. = FINANCIAL PROJECT NUMBER
- LB = LICENSED BUSINESS
- LT. = LEFT
- N = NORTHING (Y COORDINATE)
- N/A = NOT APPLICABLE
- NAVD = NORTH AMERICAN VERTICAL DATUM
- O.R. = OFFICIAL RECORDS
- R/W = RIGHT OF WAY
- STA. = STATION

**END OF SURVEY  
STATION 15+65.00**  
 CAPPED IRON ROD 5/8" (LB 6429)  
 N = 1349276.011  
 E = 669306.449

## NEW YORK AVENUE PEDESTRIAN BRIDGE

### MAP EXHIBIT "A"



<b>FLORIDA DEPARTMENT OF TRANSPORTATION</b>					
<b>PARCEL 800 SKETCH - NOT A SURVEY</b>					
<b>NEW YORK AVENUE AT CSX RAILROAD</b>				<b>POLK COUNTY</b>	
REV. EXHIBIT B	CB	1/2024	BY	DATE	PREPARED BY: SAM SURVEYING & MAPPING, LLC
REV. ESM'T SIZE	CB	11/2023	DRAWN	N.S.	2/2021
REVISION	BY	DATE	CHECKED	B.W.	2/2021
			F.P. NO. 436656-1		SECTION XXXXX-XXXX
			DATA SOURCE:		N/A

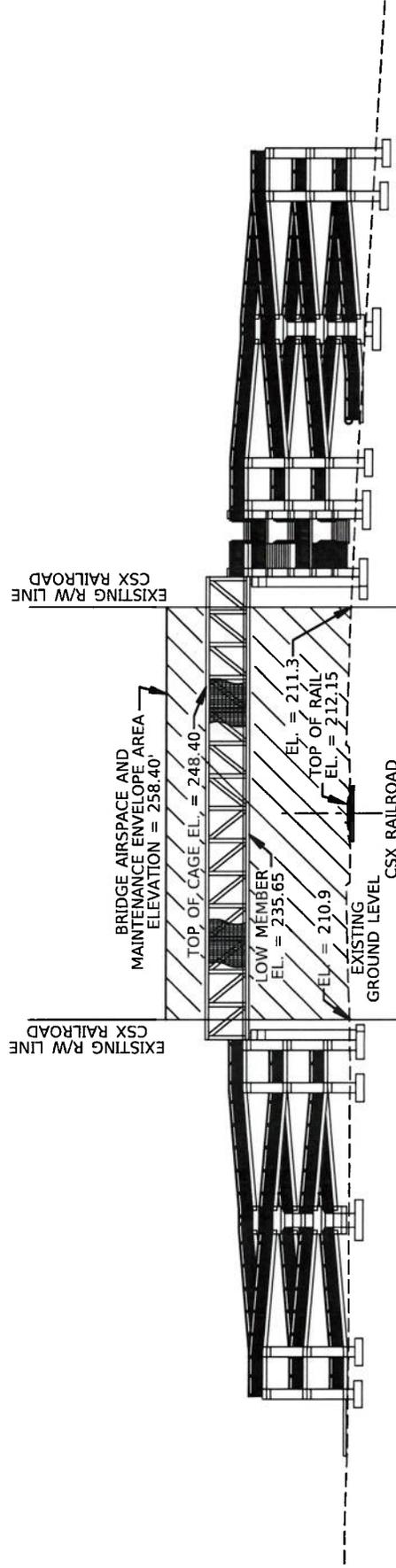
**EXHIBIT B, 2 of 2** SECTION 13, TOWNSHIP 28 SOUTH, RANGE 23 EAST  
POLK COUNTY, FLORIDA



SCALE: 1" = 40'

**NEW YORK AVENUE  
PEDESTRIAN BRIDGE**

**MAP EXHIBIT "B"**



<b>FLORIDA DEPARTMENT OF TRANSPORTATION</b>			
<b>PARCEL 800 SKETCH - NOT A SURVEY</b>			
<b>NEW YORK AVENUE AT CSX RAILROAD</b>		<b>POLK COUNTY</b>	
REV. EXHIBIT B	CB	DATE	1/2024
REV. ESM'T SIZE	CB	DATE	11/2023
REVISION	BY	DATE	
PREPARED BY:		DATA SOURCE:	
SAM SURVEYING & MAPPING, LLC		N/A	
DRAWN	N.S.	DATE	2/2021
CHECKED	B.W.	DATE	2/2021
F.P. NO. 436656-1		SECTION XXXXX-XXXX	

**EXHIBIT C, 1 of 2**

