

NORTH CAROLINA
(Insert)COUNTY

DRAFT DATES:
1/18/12, 4/24/12, 8/27/12, 4/18/13,
4/28/13, 4/30/13, 1/29/14

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

<Insert Current Date>

AND

CSX TRANSPORTATION, INC.

CROSSING CLOSURE AGREEMENT

AND

TIP:
WBS: , PE
WBS: , ROW
WBS: , CON

TOWN/CITY OF (Insert) [If applicable]

THIS AGREEMENT is made and entered into on the last date executed below, by and among the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department"; CSX Transportation, Inc., a corporation of Virginia, hereinafter referred to as "CSXT"; and the Town/City of (Insert), a local government entity, hereinafter referred to as the "Municipality"; and individually, hereinafter referred to as "Party," and collectively, as "Parties."

WITNESSETH:

WHEREAS, the Department plans to eliminate redundant and/or unsafe at-grade highway/railroad crossings on a statewide basis as part of a comprehensive effort to improve and promote safer and more efficient rail and highway operations along active railroad corridors; and,

Use Provision (1) if the crossing is a State System Street.

(1) WHEREAS, the Department and CSXT have identified the crossing at *Insert Road Name & SR No. [If Applicable]* (Crossing No. *XXX XXXX*, Milepost *XX XXXX*) (hereinafter, the "Crossing") for closure, hereinafter referred to as the "Project", in *Town/City of (Insert)*, in *(Insert)* County, North Carolina; and,

Use Provisions 2 & 3 if the crossing is a Municipal Crossing.

(2) WHEREAS, the Department, CSXT and the Municipality have identified the municipal at-grade crossing on *(Insert) Road Name* (Crossing No. _____, Milepost (MP) _____) for closure, which is within the municipal corporate limits and is hereinafter referred to as the "Project", in *Town/City of (Insert)*, in *(Insert)* County, North Carolina; and,

(3) WHEREAS, the governing board of the Town/City of *(Insert)* in *(Insert)* County executed a Resolution on the _____ of _____, _____ (attached as Exhibit A) that ordered the permanent closure of the (municipal) at-grade crossing (Crossing No.

XXX XXX); and, said Resolution has been properly recorded with the Office of the Register of Deeds in (*Insert*) County, in accordance with North Carolina General Statute (NCGS §) Section 160A – 299; and,

WHEREAS, the Department and CSXT agree that any required communication and signal design work for the Project shall be covered under a separate Agreement; and,

WHEREAS, the Department has programmed funding in the approved State Transportation Improvement Program (STIP) for the Project; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following legislation: General Statute of North Carolina (NCGS) Section 136-18, and Section 136-20, and Section 136.66-3 [if applicable] to participate in the planning and construction of the Project approved by the Board of Transportation, and

WHEREAS, the Parties agree to participate in the cost of the Project as addressed in this Agreement and/or to assume the maintenance responsibilities as hereinafter set out.

NOW, THEREFORE, this Agreement states the promises and undertakings of each Party as herein provided, and the Parties do hereby covenant and agree, each with the other, as follows:

VARIABLE PROVISIONS:

1. SCOPE OF PROJECT

The Project shall consist of the permanent closure of the Crossing, which work shall include, but not be limited to, the removal of timbers, approaches, debris, signage, pavement markings and stop bars, signals, warning devices, whistle posts and all necessary materials related to the rail crossings and approaches (hereinafter, the “Crossing Closure”).

If mitigation improvements for the Crossing Closure are required, the Project shall also include additional improvements to be completed by the Department [Municipality] at no cost to CSXT, as defined by the Project plans and as further described below (hereinafter, the “Improvements”):

***Get Pertinent Information Regarding The Scope and Additional Work Mitigation Improvements From The Term Sheet Which Is Provided By The Project Engineer.*

2. CONSTRUCTION BY THE DEPARTMENT

The Department, and/or its agents, at no cost to CSXT, shall construct the Project in accordance with the approved Project plans and specifications, and all Federal and State policies and procedures. Specific construction work to be performed by the Department shall include, but not be limited to, the following:

***Get Pertinent Information Regarding The Work To Be Performed By The Department From The Term Sheet Which Is Provided By The Project Engineer.*

3. CONSTRUCTION AUTHORIZATION

Upon receipt of written Construction Authorization from the Department, CSXT [and the Municipality, if applicable], may proceed with construction of the portion of the Project within their [respective] right[s] of way.

4. CONSTRUCTION BY CSXT

CSXT, and/or its agent, at no cost to the Department, shall perform the work as described below within their right of way in accordance with the approved Project plans and specifications, and all Federal and State policies and procedures. Specific work to be performed by CSXT shall include, but not be limited to, the following:

***Get Pertinent Information Regarding The Work To Be Performed By CSXT From The Term Sheet Which Is Provided By The Project Engineer.*

The following provision will be included if the Crossing is on a State System Street:

- Coordinate the Crossing Closure with the Department's Division **XX**, District **XX** Engineer, *(Insert) Name (XXX) XXX-XXXX, XXXXXX@ncdot.gov* or the Department's Rail Division Project Engineer *(Insert) Name, (XXX) XXX-XXXX, XXXXXX@ncdot.gov*.

***Get Pertinent Information Regarding The Work To Be Performed By CSXT From The Term Sheet Which Is Provided By The Project Engineer.*

5. CONSTRUCTION BY THE MUNICIPALITY *[If Applicable] Re-number Provisions accordingly.*

The Municipality, and/or its agents, at no cost to CSXT, shall construct the Project in accordance with the approved Project plans and specifications, and all Federal and State policies and procedures. Specific construction work to be performed by the Municipality shall include, but not be limited to, the following:

***Get Pertinent Information Regarding The Work To Be Performed By The Municipality From The Term Sheet Which Is Provided By The Project Engineer.*

6. FUNDING *(If applicable)*

A. INCENTIVE FUNDING *[If Applicable] Re-number provisions accordingly*

i. CSXT PARTICIPATION [Incentive participation by CSXT may not be applicable in all instances]

CSXT will pay the *Municipality* a lump sum payment of *(Insert) AMOUNT OF DOLLAR SPELLED OUT Dollars (\$XXXXX)* (hereinafter, "CSXT Incentive Payment") as an incentive for the Crossing Closure. The *Municipality* shall use these funds at their discretion.

ii. DEPARTMENT PARTICIPATION

The Department will pay the *Municipality* a lump sum payment of *INSERT AMOUNT OF DOLLARS SPELLED OUT Dollars (\$XXXX)* (hereinafter, "Department Incentive Payment") as a matching incentive for the Crossing Closure. The *Municipality*

shall use these funds only for highway transportation safety improvements (example: turn lanes, pavement markings, officer safety equipment, etc.).

iii. INCENTIVE REIMBURSEMENT AND PAYMENT TERMS

- (a) By CSXT. Within sixty (60) days of completion and acceptance of the Crossing Closure by the Department, the Municipality shall submit an invoice to CSXT for the CSXT Incentive Payment.
- (b) By Department. Within sixty (60) days of the Crossing Closure, the Department, in accordance with 23 U.S.C. 130, will submit to the Municipality the Department Incentive Payment.

B. PROJECT COST REIMBURSEMENT BY CSXT *[If Applicable]*

CSXT shall reimburse the Department a lump sum amount of **AMOUNT OF DOLLARS SPELLED OUT Dollars (\$0000) NUMERIC AMOUNT** (hereinafter, the "Reimbursement Amount") towards the Department's Crossing Closure costs.

i. SUBMITTAL OF INVOICE

Upon completion and acceptance of the Project by the Department, the Department shall submit an invoice to CSXT for the **Reimbursement Amount**. Reimbursement by CSXT shall be made in one final payment within sixty (60) days of receipt of an invoice from the Department. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with North Carolina General Statute §147-86.23.

ii. FAILURE TO SUBMIT PAYMENT BY CSXT

In the event CSXT fails for any reason to pay the Department in accordance with the provisions for payment hereinabove provided, CSXT hereby authorizes the Department to withhold so much of CSXT's share of funds allocated to said Railroad as defined under North Carolina General Statute 136-20(h), until such time as the Department has received payment in full.

C. PROJECT COST REIMBURSEMENT BY THE DEPARTMENT *(If Applicable)*

The Department shall reimburse the Municipality, one hundred percent (100%) of the actual costs for all work performed by the Municipality associated with the Improvements.,

i. SUBMITTAL OF INVOICE

Upon completion of the Improvements by the Municipality, the Municipality shall submit an itemized invoice and any required supporting documentation to the Department's Rail Division for actual costs associated with the work performed by the Municipality and associated with the Improvements. By submittal of the invoice to the Department, the Municipality certifies that it has adhered to all applicable State and Federal laws and regulations as set forth in this Agreement. Payment to the Municipality shall be made upon approval of the invoice by the Department's Rail Division, Office of the Inspector General, and Financial Management Division.

ii. REIMBURSEMENT FOR FORCE ACCOUNT WORK

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs. Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by CSXT/Municipality or its Project partners. Reimbursement rates for equipment owned by CSXT/Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

D. PROJECT COST REIMBURSEMENT BY THE MUNICIPALITY (If Applicable)

The Municipality shall reimburse the Department one hundred percent (100%) of the actual cost, or betterment cost, of all work performed by the Department and associated with the mitigation improvements, and/or betterment work.

i. SUBMITTAL OF INVOICE

Upon completion and acceptance of the Project by the Department and/or CSXT, the Department shall submit an invoice to the Municipality for one hundred percent (100%) the actual cost of all work performed by the Department and associated with the mitigation improvements, and/or betterment work. Payment to the Department shall be made within sixty (60) days of receipt of an invoice from the Department. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with North Carolina General Statute 147-86.23.

ii. FAILURE TO SUBMIT PAYMENT BY MUNICIPALITY

In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment herein above provided, North Carolina General Statute 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by the General Statutes of North Carolina, Section 136-41.1 until such time as the Department has received payment in full under the reimbursement terms set forth in this Agreement. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with G.S. 147-86.23.

STANDARD PROVISIONS

9. ENVIRONMENTAL/PLANNING DOCUMENTATION

The Department shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. If required, the Department will design an erosion control plan for the Project.

10. DESIGN

The Department, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package) needed to construct the Project. All work will be done in accordance with applicable Federal and State standards, specifications, policies and procedures. Project plans will be submitted to CSXT and Municipality for review and comment. All comments must be submitted in writing to the Department within sixty (60) days of receipt of the plans from the Department. If no comments are received from CSXT and the Municipality within sixty

(60) days, the Department and CSXT shall conduct a conference call meeting within five (5) business days thereof to discuss the status of the plans review.

11. UTILITIES

A. UTILITY CONFLICTS

In the event utility conflicts are discovered within the Project area, the owners of the conflicting utilities shall be responsible, at their sole expense, for the relocation and adjustment of their utilities. All utility work shall be covered under a separate Utility Agreement.

B. MUNICIPAL UTILITY CONFLICTS

The Municipality, at no expense to the Department or CSXT, shall relocate and adjust any municipally-owned utilities in conflict with the Project and exercise any rights which it may have under any franchise to effect all necessary changes, adjustments, and relocation of telephone, telegraph, and electric power lines; underground cables, gas lines, and other pipelines or conduits; or any privately or publicly owned utilities. Utilities are to be promptly adjusted so that Project construction by the Department and CSXT is not delayed.

C. UTILITY RELOCATION POLICY

All utility work shall be performed in a manner satisfactory to and in conformance with applicable State and Federal rules and regulations, prior to the Department and/or CSXT beginning construction of the Project. Utilities shall be relocated and adjusted in accordance with the Right of Way Acquisition Policy contained in the Federal-Aid Policy Guide, Title 23 of the Code of Federal Regulations, Part 710, Subpart B.

12. RIGHT OF WAY (ROW)/RIGHT OF ENTRY

A. RIGHT OF WAY FOR THE CROSSING CLOSURE

It is understood that all work for the crossing closure shall be contained within the existing right of way of CSXT.

B(1). RIGHT OF WAY FOR ADDITIONAL MITIGATION OR OTHER IMPROVEMENT WORK (If Applicable)

The Department, at no cost to the Municipality or CSXT, shall be responsible for acquiring any additional right of way, easements, and/or property needed for the additional mitigation improvements. All work shall be accomplished in accordance with State and Federal policies and procedures.

B(2) RIGHT OF WAY FOR ADDITIONAL MITIGATION OR OTHER IMPROVEMENT WORK (If Applicable)

The Municipality, at no cost or liability whatsoever to the other Parties to this Agreement, shall accomplish all right of way (ROW) activities for the _____ including acquisition and relocation.

C. CLEARANCE OF PROJECT LIMITS/RIGHT OF WAY FOR ADDITIONAL MITIGATION OR OTHER IMPROVEMENT WORK

The Municipality shall remove and dispose of all obstructions and encroachment of any kind or character (including hazardous and contaminated materials) from said right of way, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the right of way. The Municipality shall indemnify and save harmless the Department, CSXT, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department and CSXT harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

D. ACQUISITION PROCEDURE

All right of way (ROW) activities, including acquisition of easement/property and relocation shall be accomplished in accordance with Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act]; Title 23 of the Code of Federal Regulations, Part 646, Subpart B (Railroads); Title 23 of the Code of Federal Regulations, Part 710, Subpart B; North Carolina General Statutes, Chapter 133, Article 2, Sections 133-5 through 133-18 (Relocation Assistance); and the North Carolina Department of Transportation Right of Way Manual.

E. RIGHT OF ENTRY FROM CSXT TO DEPARTMENT

CSXT, subject to its right to operate and maintain its railroad over and along its right of way, hereby grants the Department and the Municipality a Right of Entry for access to any necessary CSXT owned or operated property in order to perform the Crossing Closure work and any Improvements as defined by the Project plans. The Department and/or Municipality or their contractors shall provide notice to CSXT of their proposed entry onto CSXT right of way or property, and shall secure CSXT's approval to

enter such right of way or property. The Department and/or Municipality shall coordinate with CSXT to ensure appropriate protection is in place for any such entry.

F. RIGHT OF ENTRY BY THE MUNICIPALITY TO DEPARTMENT AND CSXT

The Municipality hereby grants the Department and CSXT a Right of Entry for access to any necessary municipally-owned street or property in order to perform the Crossing Closure work and any additional Improvements as defined by the Project plans.

G. RIGHT OF ENTRY FROM DEPARTMENT TO CSXT

To the extent any part of the Project is located on State Highway System right of way or property, the Department hereby grants CSXT a Right of Entry for access to any such property in order to perform any Crossing Closure work or Improvements on that right of way or property, as defined by the Project plans.

13. CONSTRUCTION PROCEDURES

A. CONTRACTOR PROCUREMENT

In accordance with Federal-Aid Policy Guide, Title 23 Code of Federal Regulation, Part 646, Subpart B, a railroad is allowed to accomplish construction by the following: (1) railroad force account; (2) contracting with the lowest qualified bidder based on appropriate solicitation; (3) existing continuing contracts at reasonable costs, or (4) contract without competitive bidding, for minor work, at reasonable costs.

i. Force Account: CSXT may use its own forces or an existing continuing contract to perform the construction work. If CSXT elects to use railroad force account or an existing service contract, CSXT shall notify the Department and provide the Department with requested justification documentation.

ii. Advertising for Bids: If CSXT/Municipality (only if Municipality is doing any construction) advertises for construction bids, CSXT/Municipality (only if Municipality is doing any construction) shall follow applicable Federal procedures according to Title 49 of the Code of Federal Regulations, Part 18.36 and Title 23 of the Code of Federal Regulation, Part 633, Subpart A, and Part 646 Subpart B; and the following provision shall apply:

iii. Construction Subcontractor Requirement: In the event the performance under this Agreement is financed in whole or in part by federal funds, any contract entered into with another party to perform work associated with the requirements of the Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 Part 26 of the Code of Federal Regulation and the North Carolina Administrative Code.

B. CONTRACTOR COMPLIANCE

CSXT/Municipality, and/or its agents, will be responsible for ensuring that its contractor complies with all of the terms of the contract and any instructions issued by the Department as a result of any review or inspection made by said representatives.

C. RIGHT TO INSPECT

The Department may inspect any portion of the work being performed by CSXT and/or (Municipality and/or) its contractors to ensure compliance with the provisions of this Agreement. Any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

D. PROJECT RECORDS (If Applicable)

CSXT and/or Municipality, and/or its agent, shall maintain all books, documents, papers, accounting records, project records and such other evidence either in hard copy or electronic form as may be appropriate to substantiate costs incurred under this Agreement. Further, CSXT and/or Municipality shall make such materials available (if not subject to the attorney–client privilege) at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for three (3) and/or five (5) years respectively from the date of payment of the final voucher under the project specific agreement, for inspection and audit by the Department’s Financial Management Section and/or any authorized representatives of the federal government. All cost records and accounts for the Project shall be subject to audit by the Department for a period of three (3) and/or five years respectively following CSXT’s and/or the Municipality’s receipt of final payment for the Project.

E. CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

14. MAINTENANCE

A. Upon completion and acceptance of the Project by the Department and CSXT, the Department shall be responsible for the continued maintenance of all non-railroad signal and roadway improvements located on State Highway System roadways, at no expense to the *Municipality or CSXT*

B. The *Municipality* shall be responsible for the maintenance of all roadway improvements located on municipal streets, at no expense to the Department or CSXT.

C. CSXT shall be responsible for the maintenance of all improvements done within CSXT’s operating right of way, except any highway barricades or signage, or other non-railroad signal and roadway improvements, at no expense to the Department or the *Municipality*.

15. OTHER PROVISIONS

A. PERMANENT CLOSURE

The Department, CSXT, and Municipality fully recognize that the Crossing Closure covered under this Agreement is intended to be perpetual, and that one Party shall not petition any other Party or entity to reopen the subject at-grade crossing. It is also agreed by the Department, CSXT, and Municipality that no new at-grade public or private crossing will be opened in the vicinity of the closed crossing.

B. CONFLICT OF INTEREST

No member, officer or employee of the Department, CSXT, or Municipality shall have any interest, direct or indirect, in this Agreement or the proceeds there from.

C. AGREEMENT MODIFICATIONS

Any modification to this Agreement will be agreed upon in writing by all Parties prior to being implemented.

D. TRANSFER OF RESPONSIBILITIES

The Department must approve any assignment or transfer of responsibilities of CSXT set forth in this Agreement to other entities.

E. INDEMNIFICATION

To the extent authorized by State and Federal claims statutes, the Parties shall be responsible for its respective actions under the terms of this Agreement, and indemnify and save harmless the other Party(s) for any claims for payment, damages, and/or liabilities arising as a result of such action.

F. DEBARMENT POLICY

i. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). By execution of this Agreement, CSXT certifies that to its knowledge neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency and that it will not knowingly enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

The following provision will only be used when the Department is paying either CSXT or the Municipality with Federal Funds. Delete when this scenario is not applicable.

ii. Per OMB Circular A-133, CSXT and/or the Municipality is prohibited from contracting with or making sub-awards under transactions covered by this Agreement to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients). Contractors receiving individual awards for \$25,000 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred. CSXT may rely upon the certification unless it knows that the certification is erroneous. CSXT agrees that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by Federal department or agency.

G. AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of departmental funding and fiscal constraints and the Agreement shall automatically terminate if funds cease to be available.

H. AUDITS

In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organization" dated June 27, 2003 and the Federal Single Audit Act Amendment of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations and grants administration. The Municipality

shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

I. TERMINATION OF PROJECT

i. The Department shall have the right to abandon the Project at any time it sees fit prior to the time CSXT or Municipality has been called upon to perform any part of this Agreement.

ii. If CSXT or the Municipality decides to terminate the Project without the concurrence of the Department, the terminating party shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

J. FAILURE TO COMPLY

Failure on the part of CSXT or the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of all cost expended by the Department, provided, however, that the Department shall first notify CSXT and/or the Municipality of such failure and provide CSXT and/or the Municipality an opportunity to cure same.

K. COMPLIANCE

CSXT and the Municipality, and/or their agents, shall comply with the following Federal policies: (a) Conflict of Interest; (b) Equal Employment Opportunity; and (c) Title VI – Civil Rights Act of 1964, as amended.

L. ETHICS PROVISION

"By Executive Order 24, issued by Governor Perdue, and N.C.G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Cultural Resources, Environment and Natural Resources, Health and Human Services, Public Safety, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of CSXT and the Municipality.

IN WITNESS WHEREOF, this Crossing Closure Agreement has been executed, in triplicate originals, the day and year heretofore set out below, on the part of the Department, CSXT, and Municipality by authority duly given.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Agreement, you attest, for your entire organization and its employees or agents, that you are not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 has been offered, accepted, or promised by any employees of your organization.

WITNESS _____ CSX TRANSPORTATION, INC.
BY: _____ BY: _____
NAME: _____ NAME: Dale W. Ophardt
TITLE: _____ TITLE: Assistant Vice President -
Engineering
DATE: _____ DATE: _____

SEAL _____ Federal Tax Identification Number

CSX Transportation, Inc.

MAILING ADDRESS

CSX Transportation, Inc.
1610 Forest Ave., Suite 120
Richmond, VA 23229
ATTN: Mr. Ben Biesterveld
Project Manager II, Public Projects

IN WITNESS WHEREOF, this Crossing Closure Agreement has been executed, in triplicate originals, the day and year heretofore set out below, on the part of the Department, CSXT, and Municipality by authority duly given.

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WITNESS	TOWN/CITY OF
BY: _____	BY: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

Comment [A1]: Name and title of approving authority to be provided by originating engr.

SEAL

Approved by Town/City Council/Board of Aldermen of the Town/City of _____ as attested to by the signature of _____

Clerk of the ____ Council, _____ (Date)

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Municipal Finance Officer

FEDERAL IDENTIFICATION NUMBER

Town/City of

MAILING ADDRESS

Town/City of _____

Comment [A2]: Appropriate mailing address needs to be provided.

ATTN: _____

IN WITNESS WHEREOF, this Crossing Closure Agreement has been executed, in triplicate originals, the day and year heretofore set out below, on the part of the Department, CSXT, and Municipality by authority duly given.

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ATTEST	NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
BY: _____	BY: _____
NAME: <u>Sarah Mitchell</u>	NAME: <u>Paul C. Worley</u>
TITLE: <u>Secretary to Board of Transportation</u>	TITLE: <u>Rail Division Director</u>
DATE: _____	DATE: _____

MAILING ADDRESS
North Carolina Department of Transportation
Rail Division, Engineering Coordination and
Safety
1556 Mail Service Center
Raleigh, NC 27699-1556
ATTN: **INCLUDE ENGINEER'S NAME**, PE
Project Engineer

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____
(Date)