Mr. Todd Allton
1590 Marietta Blvd NW
Atlanta, GA 30318
Office: (904) 588-8861

To: All Right-of-entry applicants
From: Public Projects Department,CSX Transportation, Inc.

Subject: Applications for Right-of-Entry Agreement to Property of CSX Transportation, Inc.

Attached is the necessary form and instructions for preparing your application to obtain permission to access Property of CSX Transportation, Inc. (CSXT) for Public Improvement projects. Entry for environmental, large equipment movement, soil borings, surveys, inspections, non-construction investigations or wireline/pipeline access should be redirected to: https://www.csx.com/index.cfm/customers/value-added-services/property-real-estate/permitting-utility-wireless-infrastructure-installations-and-rights-of-entry/

In order to expedite the timely processing and ultimate execution of your request, please provide the following (instructions attached for each):

1. One signed original application form.
2. One copy of the work description statement.
3. One letter size print or sketch depicting location of project. Additional plans may be submitted for clarification, if necessary.

All right-of-entry applications and drawings should be sent to:

E-mail (Preferred Method)

Todd_Allton@csx.xom & Amy_Henry@csx.com

Victoria.Matts@STVinc.com

Janae.hudgins@stvinc.com & Jeanna.Byrd@stvinc.com

Or
Mail
CSX Public Projects
c/o STV
5200 Belfort Road, Suite 400
Jacksonville, FL 32256
Attn.: Victoria Matts

Questions concerning technical aspects of the project and/or the application and agreement process should be directed to Victoria.matts@stvinc.com with a copy to Janae.hudgins@stvinc.com & Todd_allton@csx.com

When the completed application documents as outlined above are received, the proposed agreement will be sent to you in approximately 14 days (provided the application is approved). Incomplete applications or drawings will be returned to the applicant and not handled until the correct information is received.

NO VERBAL AUTHORIZATION IS VALID TO WORK ON CSXT PROPERTY. FULLY EXECUTED AGREEMENTS, INSURANCE APPROVALS BY CSX, ADVANCED PAYMENT, AND ROADMASTER NOTIFICATION ARE REQUIRED PRIOR TO ANY ENTRY ON CSXT PROPERTY, OR WORK BEING PERFORMED.

If the work involves excavation, or other similar work requiring penetration below land surface, notification must be made to the state's or locality's one-call system and to CSXT's signal supervisor.

CSX Right-of-Entry Application Package

Instructions for Preparing Application Form

- "Project Owner Information" and "Project Information" sections must be filled out completely.- This is the Contractor performing the work
- The agreement will be prepared in the name of the Project Owner. It is important to provide the complete Legal Name of the entity as well as its state of incorporation.
- Check the appropriate space to designate where the agreement should be mailed. If none or both are checked, the agreement will be mailed only to the Project Owner.
- **REQUIRED:** Provide the estimated distance to/from the nearest road crossing or milepost. Identify the road crossing by its CSXT Railroad Milepost number (including prefix, i.e. QC 292.83) and/or DOT/AAR number. The DOT/AAR number is a specific number assigned to each road crossing CSXT tracks and should be posted at or near the crossing (usually on a pole or signal mast). It is usually a rectangular blue sign with white numbers/letters and will consist of 6 numbers followed by one letter (Example: 630 543 P). In lieu of the DOT number, an exact Latitude and Longitude may be provided to aid in finding the project location in the railroad's maps and files.
- Please remember to date and sign the application form.

Instructions for Preparing Proposed Work Description

Prepare a brief description of the proposed work (not to exceed three pages), providing sufficient information to justify the need to access CSXT property. The information shall include:

- the proposed start date and expected duration of the project;
- a description of the proposed work identifying the nature and location of any item or structure to be installed on CSXT property (e.g., culverts, monuments, ditches);
- Types of equipment to be used onsite (drill rigs, backhoe, excavator, etc.).
- Methods of restoring right-of-way if disturbed by work.

Please be aware that the Agreement will be strictly limited to the scope of services as defined in your work description. If, at any time, it becomes necessary to modify the scope of service, you must request a modification in writing and obtain a supplemental Agreement prior to performing the work.

Flagging Requirements

If required for your work, a CSXT flagman will be provided at the entire cost and expense of the work's owner and/or the applicant for the duration of the project. This protection cannot be provided by any personnel other than an authorized CSXT employee. CSXT will make the sole determination as to whether flagging protection is required based on the work to be performed. CSXT flagging costs are approximately $2,400.00 per day. While CSXT cannot guarantee the availability of flagmen at all requested times, every accommodation will be extended to the Contractor when forces are available.

INSURANCE
REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than $5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.

2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than $1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).

3. Commercial automobile liability insurance with limits of not less than $1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.

4. Railroad protective liability insurance with limits of not less than $5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of $10,000,000, which insurance shall satisfy the following additional requirements:

   a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.

   b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.

   c. Name and Address of Contractor and Agency must appear on the Declarations page.

   d. Description of operations must appear on the Declarations page and must match the Project description.

   e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.

   f. Authorized endorsements may include:

      (i). Broad Form Nuclear Exclusion - IL 00 21
      (ii) 30-day Advance Notice of Non-renewal or cancellation
      (iii) Required State Cancellation Endorsement
      (iv) Quick Reference or Index - CL/IL 240

   g. Authorized endorsements may not include:

      (i) A Pollution Exclusion Endorsement except CG 28 31

(ii) A Punitive or Exemplary Damages Exclusion
(iii) A "Common Policy Conditions" Endorsement
(iv) Any endorsement that is not named in Section 4 (e) or (f) above.
(v) Policies that contain any type of deductible

5. All insurance companies must be A. M. Best rated A- and Class VII or better.

6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.

7. Such additional or different insurance as CSXT may require.

II. **Additional Terms**

a. Contractor must submit the complete Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies in an electronic format to:

Victoria.Matts@STVinc.com
Janae.hudgins@stvinc.com

b. Neither Agency nor Contractor may begin work on or about CSXT property until written approval of the required insurance has been received from CSXT or CSXT's Insurance Compliance vendor, Ebix.

III. **CSX RPL Policy**

1. Contractor may request a quote to be included on CSX RPL policy. Fill trailing form Exhibit D out and email to :

Victoria.Matts@STVinc.com

Payment of CSXT's Costs and Expenses

Key Points and Procedures

- For non-State agencies, Right of Entry administrative costs and anticipated flagging services must be paid in advance of the proposed work.

- CSXT flagging expenses will be estimated during the preparation of the Right of Entry agreement. The estimated cost will be incorporated into the agreement. Advance payment is required to cover these expenses prior to the start of project work.

- If CSXT anticipates that actual expenses will exceed the advance payment, additional payment will be required. Project work may be stopped until additional payment is received.

- If CSXT's actual expenses are less than the sum of any deposits the difference may be refunded after final cost accounting, in accordance with the ROE agreement.

Project sponsor shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Right of Entry.

PAYMENT INSTRUCTIONS

1. Following receipt of a completed application, a Force Account Estimate will be provided that will include a budget for administration and construction engineering services. It will also include any necessary flagging and administrative cost. Advance payment of the estimate amount, payable to CSX Transportation, Inc., shall be delivered to the below address along with a completed Schedule PA form that will be provided with the estimate.

   CSX Transportation, Inc.
   P. O. Box 530192
   Atlanta. GA 30353-0192

   Deliver a scanned copy of the check and Schedule PA Form to Victoria.Matts@STVinc.com & Janae.hudgins@stvinc.com

   for tracking purposes.

   a. Only a fully executed Right-of-Entry Agreement constitutes CSX approval of the project.

   b. Unused monies may be refunded following completion of the project.

Clear Form

CSX Right of Entry / Flagging Application

Date:	06/16/26

ALL FIELDS MARKED WITH AN ASTERISK (*) ARE REQUIRED FIELDS AND MUST BE COMPLETED

SECTION 1: PROJECT INFORMATION

Legal Name of Party Performing the Work (required)

*Owner's Complete Legal Company Name	McLendon Enterprises				
*Legal Address (1)	2365 Aim Road				
Legal Address (2)					
*City:	Vidalia	Billing Address	*State:	GA	*Zip: 30474
*Business Type:	Incorporated				
State of Incorporation (If applicable)					

Check box if same as above [X] (Billing address should match agreement agency/sponsor signatory)

Billing Address (1):					
Billing Address (2):					
City:			*State:		*Zip:

Project Contact Information

*Contact Name:	Shane Holland	Contact Title:	Estimator
*Office Phone:	912-537-7887	Cell Phone:	912-293-6026
*Email:	shane@mclendonenterprises.com	*24/7 Emergency Phone:	

*Is this a time extension request or a request to add an additional location to an existing Right-of-Entry Agreement?

If Yes, Provide Agreement # and/or date:

*Is this project related to another transaction/project with CSX?

If Yes, Provide as much information as possible.

SECTION 3: PROJECT LOCATION/SCOPE/DESCRIPTION

Project Location

*City:	Rincon	* County:	Effingham	*State:	GA

In addition to the above location information, a minimum of one of the below references must be provided for processing.

Latitude: -81.2361150 Longitude: 32.2897597 DOT# CSX-635125F

RR Milepost: ***Nearest address**:

feet (Direction) from DOT Road Crossing Number

feet (Direction) from CSX Railroad Milepost Number

Railroad Operations

*How close will the proposed activity be to the nearest railroad track? 13ft from center of rail

*Will the proposed activity require crossing railroad track(s) no

Project Description

*Please provide an accurate project description, scope of work, and a detailed drawing(s). Please also include the type of equipment that will be used.

Resurfacing road within rail ROW. Milling into pavement joint 13ft west of center of rail and resurfacing.

*Proposed Project Start Date: 07/06/26

*Proposed Project Duration (Days): 1-2 days

*Will this work be performed at night and/or on weekends? no

SECTION 4: AGREEMENT INFORMATION

*Upon submission of a completed Right-of-Entry application, a Right of Entry agreement and estimated cost for flagging will be sent to you upon CSX approval. Who will be the signatory on the Right of Entry agreement?

Name: Sponsor & Title:

Exhibit D

CSX RPL Risk Fee Questionnaire - [redacted]	
(1). What is the full value of the contract?	$4,626,840.46
(2). What portion of the total contract value is for work being done within 50 feet of the rails?	$3,250
(3). Where is the location of the job (city, state, county, CSXT milepost #'s)	Rincon, GA, Effingham County, CSX-635125F
(4). Is there passenger service at the location(s)?	No
(5). Provide a description of the operations that will be performed (including project and/or contract identification)	Resurfacing road within rail ROW. Milling into pavement joint 13ft west of center of rail and resurfacing.
(6). Will there be any blasting and/or use of explosives?	No
(7). What are the anticipated beginning and completion date(s)?	07/06/26 - 07/08/26
(8). What is the name and address of the contractor that will be completing the work?	McLendon Enterprise 2365 Aimwell Road Vidalia, GA 30474

CSX TRANSPORTATION NEW PROJECT INITIATION FORM

Please provide the following information so that CSXT is able to accurately and appropriately process the project setup and billing.

Is this project associated with Federal funds?	No
Is this project associated with State funds?	No
Please describe the funding source for this project (i.e. INFRA, Section 130, State, County, Private, etc.).	TSPLOST/SPLOST
Project Requirements:	☐ Buy America ☐ Additional procurement restrictions (Please describe below) ☐ State Suspended and Debarred (Note - All federally funded projects are already monitored against the federal sus/deb listings) ☐ Davis-Bacon (Please only check this box if this is a construction project that may be performed by an outside party) ☐ CSX is subject to a state single audit as a recipient or subrecipient of funds (The only states that should apply here are FL or NC. FL must provide completed form DFS-A2-NS.)
Only complete this section if this project is associated with Federal and/or State funds.	☐ Other — If you selected Other, please describe below.

Project Sponsor - "Bill To" Information

Agency - Sponsor:	Effingham County BOC	Note: this is the agency that will be paying the invoice.
Billing Address:	2365 Aimwell Road Vidalia, GA 30474	Note: this is the address to send the invoice for payment.
Contact Name:	Shane Holland	
Phone:	912-293-6026	
E-mail:	shane@mclendonenterprises.com	
Invoice Delivery Method:	Email	If Email or Mail & Email is selected, please enter Email address(es) here: shane@mclendonenterprises.com
Project Location:	9th Street Rincon, GA	
Project Description:	9th Street Resurfacing	
Sponsor Project Ref. Number (If applicable)		

Signature of Applicant*

Please sign, and e mail this form to the authorized CSX representative.

Name and Title of Applicant	Damon Rahn, Effingham County BOC Chairman		
Signature of Applicant		Date:	

*By signing this form you are authorizing CSXT to incur costs and bill against this project. Should the project be canceled, CSXT will bill the Project Sponsor for the incurred costs. In the event the Project Sponsor is unresponsive for 90 days or more, the project will be closed; and the Project Sponsor will be final billed for all project costs incurred.