

**STIPULATION OF PARTIES**  
**FOR THE CLOSURE OF 8<sup>th</sup> STREET EAST**  
**PUBLIC RAILROAD-HIGHWAY GRADE CROSSING #713594W,**  
**AND THE OPENING OF OTIS ROAD**  
**PUBLIC RAILROAD-HIGHWAY GRADE CROSSING TBD#,**  
**CITY OF JACKSONVILLE, FLORIDA**

The City of Jacksonville (“CITY”), Norfolk Southern (“RAILROAD”) and the Florida Department of Transportation (“DEPARTMENT”), each individually referred to as a “PARTY” or collectively referred to as the “PARTIES”, enter this Stipulation of Parties by and through their undersigned representatives and agree to the following conditions:

1. The CITY has filed an application with the DEPARTMENT for the closure of a public railroad-highway grade crossing located at 8<sup>th</sup> Street East, FDOT Crossing Number 713594W (“8<sup>th</sup> Street East Crossing”), and the CITY filed an application with the DEPARTMENT for the opening of a public railroad-highway grade crossing located at Otis Road in Jacksonville, Florida (“Otis Road Crossing”), pursuant to Section 335.141(1), Florida Statutes, and Rule 14-57.012, Florida Administrative Code.
2. The CITY, at its expense, shall provide all necessary labor and materials to install and maintain a public railroad-highway grade crossing at Otis Road in compliance with the DEPARTMENT’s Standard Plans, Index 830-T01, attached hereto as EXHIBIT “A.”
3. The CITY, at its expense, shall provide all necessary labor and materials to install and maintain at the Otis Road Crossing automated railroad grade crossing warning devices including Type III, Class V flashing lights and gates, in accordance with the DEPARTMENT’s Standard Plans, Index 509-070 attached hereto as EXHIBIT “B.”
4. The CITY, at its expense, shall provide all necessary labor and materials to install and maintain at the Otis Road Crossing traffic control devices (both roadway and pedestrian) for highway-

railroad at-grade crossings, including but not limited to signs, pavement markings, flashing light signals, and automatic gates, in compliance with DEPARTMENT's Standard Plans, Index 711-001 attached hereto as EXHIBIT "C."

5. To offset the proposed Otis Road Crossing opening, the RAILROAD applied for the closure of a public highway-rail grade crossing located at 8<sup>th</sup> Street East, FDOT Crossing Number 713594-W. The crossing is further described on the map, attached hereto as EXHIBIT "D."
6. The proposed Otis Road Crossing shall be a public at-grade crossing with 2-quad flashing LED lights and gates. All signage, pavement markings, and safety measures shall be installed per the current Manual of Uniform Traffic Control Devices ("MUTCD") and the Florida Department of Transportation Standard Plans FY 2024-25.
7. The proposed Otis Road Crossing shall have active warning devices, signage, and pavement markings installed in conformance to FDOT and MUTCD requirements.
8. Prior to the start of the 8<sup>th</sup> Street East Crossing closure, the CITY, at its expense, shall provide road closure notification and maintenance of traffic and furnish necessary materials and equipment to remove the rail crossing. The CITY, at its expense, shall remove all evidence of the track crossing within the CITY's right-of-way and restore the roadway and sidewalks for public use in accordance with applicable standards or to its original condition.
9. The CITY, at its expense, shall remove all crossing warning signs, equipment, and all crossing debris. Following completion of the closure, the DEPARTMENT shall perform a quality assurance inspection of the site for compliance with the requirements outlined in this Stipulation of Parties.
10. The CITY shall notify the RAILROAD a minimum of seventy-two (72) hours prior to the start of any work adjacent to the crossings referenced herein, within the RAILROAD property, or as required by the approved permits, except for emergency work, for which immediate notification to the RAILROAD shall be provided.
11. All work by the CITY shall be consistent with the current MUTCD; Federal Railroad

Administration (“FRA”) Rules and Regulations; the DEPARTMENT’s Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways (“Florida’s Green Book”); and CITY requirements, all incorporated by reference herein as if fully set forth herein.

12. The CITY shall update the existing U.S. DOT Crossing Inventory Form (OMB 2130-0017), attached hereto as EXHIBIT “F”, for the addition of the Otis Road Crossing and complete the U.S. DOT Crossing Inventory Form (OMB 2130-0017) for the closure of the 8<sup>th</sup> Street East Crossing. The completed forms shall be submitted to the DEPARTMENT and the FRA for inventory data entry upon completion of the opening and closures.
13. This Stipulation of Parties has been executed by all parties having an interest in this matter. All PARTIES waive hearing rights provided by Chapter 120, Florida Statutes, for the closure of the 8<sup>th</sup> Street East and opening of the Otis Road Crossing with this Stipulation of Parties.
14. Upon compliance with the terms of this Stipulation of Parties, the PARTIES agree that the 8<sup>th</sup> Street East Crossing hereafter in fact shall be a closed railroad-highway grade crossing.
15. The DEPARTMENT’s approval of the opening of the proposed Otis Road Crossing is contingent on the closure of the 8<sup>th</sup> Street East Crossing. In the event that the 8<sup>th</sup> Street East Crossing is not closed prior to the opening of the Otis Road Crossing, the PARTIES agree that the DEPARTMENT’s approval of the Otis Road Crossing is voided, and that the Otis Road Crossing shall immediately be closed to vehicle traffic.
16. The terms of this Stipulation of Parties may not be changed, waived, discharged, or terminated orally, but only by an instrument or instruments in writing, signed by RAILROAD, CITY, and DEPARTMENT.
17. This Stipulation of Parties is governed by and shall be interpreted and construed in accordance with the laws of the State of Florida. Each PARTY shall bear its own attorney’s fees and costs in any disputes, controversies, claims, and/or proceedings that may arise from this Stipulation of Parties.

18. Any failure of any PARTY to insist upon the strict performance of any terms or provisions of this Stipulation of Parties is not deemed to be a waiver of the terms of this Stipulation.
19. As authorized by Section 335.141, Florida Statutes, and Rule Chapter 14-57, Florida Administrative Code, the DEPARTMENT permits the opening of the Otis Road Crossing and the closure of the 8<sup>TH</sup> Street East Crossing, as evidenced by this Stipulation of Parties, provided all conditions are met and completed within 60 months of the execution of this Stipulation.
20. This Stipulation of Parties may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. Facsimile, .pdf, and other electronic signatures to this Stipulation of Parties shall have the same effect as original signatures.

**SIGNATURE PAGE**

**NORFOLK SOUTHERN. (RAILROAD)**

By: \_\_\_\_\_

Authorized Signature

Date: \_\_\_\_\_

**City of Jacksonville (CITY)**

By: \_\_\_\_\_

Authorized Signature

Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_

James R. McCain, Jr.

Corporation Secretary

**Form Approved:**

\_\_\_\_\_

Office of General Counsel

**STATE OF FLORIDA**

**DEPARTMENT OF TRANSPORTATION (DEPARTMENT)**

By: \_\_\_\_\_

Chief of Modal Development

Date: \_\_\_\_\_

**LEGAL REVIEW**

By: \_\_\_\_\_

Attorney, FDOT Central Office

Date: \_\_\_\_\_