

**SUPPLEMENTAL SIDETRACK AGREEMENT (USER)**

THIS SUPPLEMENTAL AGREEMENT, made and effective as of \_\_\_\_\_, 2023, by and between **CSX TRANSPORTATION, INC.**, a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Railroad," and **HERNANDO COUNTY**, a political subdivision of the State of Florida, whose mailing address is 15470 Flight Path Drive, Brooksville Florida 34604, hereinafter called "Industry", and **BARRETTE OUTDOOR LIVING INC.**, a Ohio corporation, whose mailing address is 7830 Freeway Circle, Middleberg Heights, Ohio 44130, hereinafter called "Shipper," WITNESSETH:

WHEREAS, Railroad and Industry entered into a certain Sidetrack Agreement CSX966035 dated November 15, 2022, hereinafter called the Sidetrack Agreement, covering the construction, ownership, operation and maintenance of certain private sidetrack facilities near Milepost SR 806.01, Brooksville, Hernando County, Florida, as shown on attached Exhibit ST-1, dated August 19, 2022, hereinafter called the "Sidetrack," as set forth in said Sidetrack Agreement;

WHEREAS, Industry has requested Railroad to consent to the use of said Sidetrack by Shipper, which Railroad has agreed to do upon the terms and conditions herein expressed;

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HERINAFTER SET FORTH, THE PARTIES HERETO COVENANT AND AGREE AS FOLLOWS:**

1. Shipper shall have the right to use said Sidetrack jointly with such other persons, firms and corporations as may now or hereafter be permitted by Industry or otherwise lawfully entitled to use the same, so long as this Supplemental Sidetrack Agreement remains in effect.

2. All of the provisions of said Sidetrack Agreement are incorporated herein, except Article 2 thereof, such that where the term "Industry" exists in said Sidetrack Agreement it shall - for purposes of this Supplemental Sidetrack Agreement - include Shipper as to tracks.

3. With respect to Shipper's use of and operations on and in the vicinity of said Sidetrack, Shipper shall observe, perform and assume all covenants, obligations and conditions imposed upon and assumed by Industry under and by virtue of said Sidetrack Agreement. However, nothing herein shall be construed to affect in any way any of the covenants, obligations or conditions undertaken by Industry under said Sidetrack Agreement or to release Industry therefrom.

4. (A) This Supplemental Sidetrack Agreement shall remain in effect until such time as any party hereto shall terminate the same by giving thirty (30) days written notice to the other parties hereto.

(B) However, the termination of the Sidetrack Agreement shall also effect a termination of this Supplemental Sidetrack Agreement automatically upon notice to Shipper from either Railroad or Industry.

(C) Upon termination of this Supplemental Sidetrack Agreement, all rights and obligations that were assigned to Shipper regarding the Sidetrack shall be automatically reassigned, transferred and assumed by Industry.

5. This Supplemental Sidetrack Agreement shall not be assigned by Shipper to any party, for any reason, without the prior written consent of both Industry and Railroad.

6. This Supplemental Sidetrack Agreement constitutes the entire understanding of the parties, is to be construed under the laws of the state in which the Sidetrack is located, may not be modified without the written consent of all parties, and has been executed by their duly authorized officials.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Sidetrack Agreement in triplicate, each copy of which shall constitute an original, the effective date of this Supplemental Sidetrack Agreement.

**Witness for Railroad:**

**CSX TRANSPORTATION, INC**

\_\_\_\_\_

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

Print/Type Name: \_\_\_\_\_

Print/Type Title: \_\_\_\_\_

**Witness for Industry:**

**HERNANDO COUNTY**

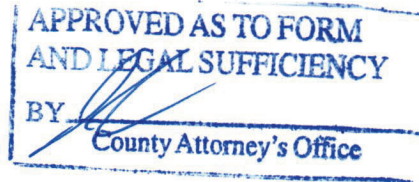
\_\_\_\_\_

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

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Industry to the terms and conditions of this Supplemental Sidetrack Agreement.

Print/Type Name: \_\_\_\_\_

Print/Type Title: \_\_\_\_\_



**Witness for Shipper:**

**BARRETTE OUTDOOR LIVING INC.**

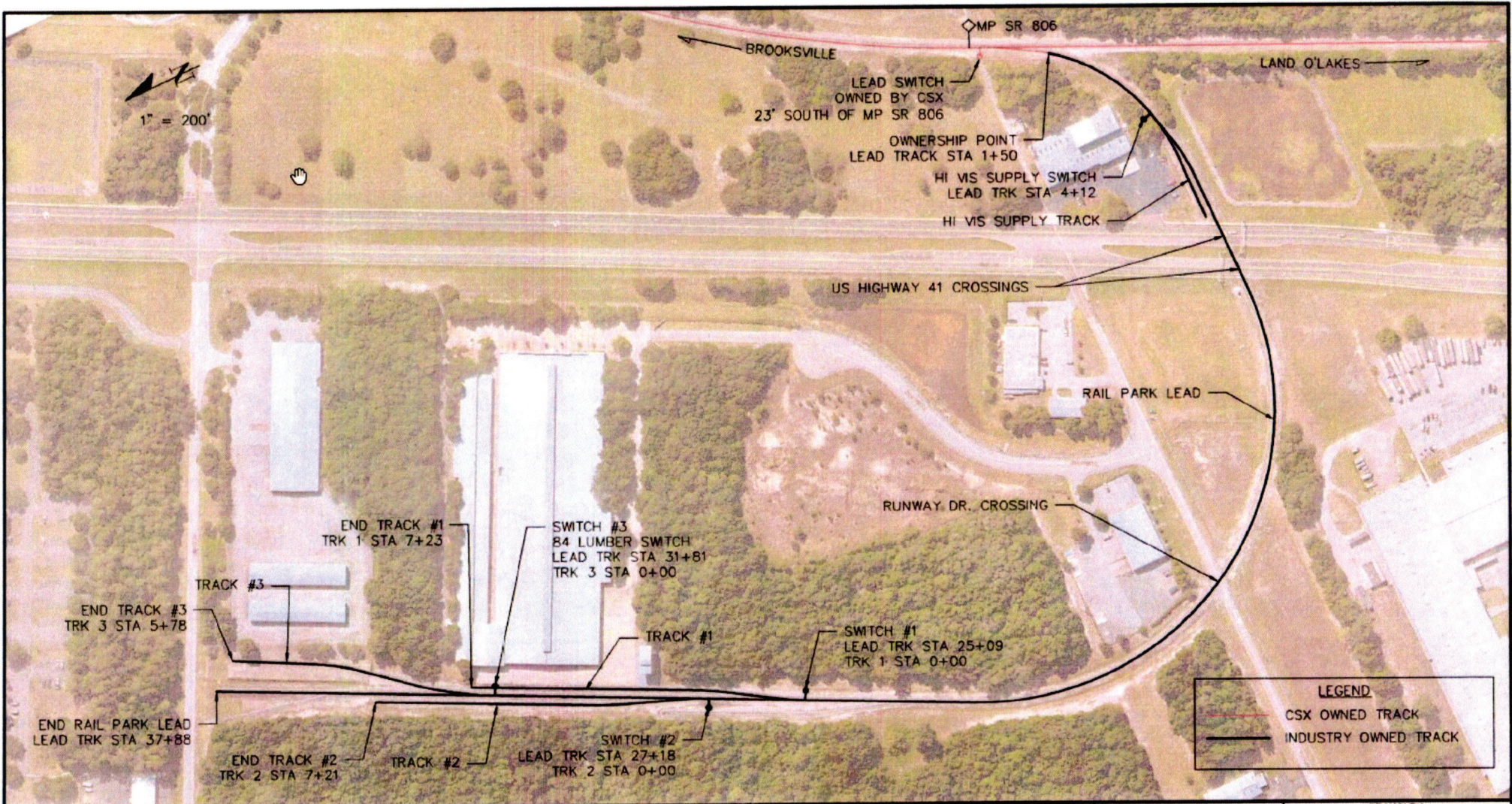
\_\_\_\_\_

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

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Shipper to the terms and conditions of this Supplemental Sidetrack Agreement.

Print/Type Name: \_\_\_\_\_

Print/Type Title: \_\_\_\_\_



**EXHIBIT ST-1**  
**BROOKSVILLE - TAMPA BAY REGIONAL AIRPORT**  
 Track Diagram  
 Brooksville, FL  
 MP SR 806.01

NOTE: The track diagram above was created using scaled aerial imagery. Any and all track stationing/measurements are approximate and should not be relied upon for any engineering or construction purposes. For illustrative purposes only.

DRAWN BY: RSF

CSX966035

DATE: 8/19/2022



415 W. PEARIE INDUSTRIAL PARKWAY, MULBERRY, FL 33901