



TRANSPORTATION

Rebecca Snyder

Property Management Specialist

500 Water Street, SC J180
Jacksonville, FL 32202-4423
Phone: 904-279.3885
Fax: 904-245.3049
BECKY_SNYDER@CSX.COM

July 12, 2013

LOCATION: BALTIMORE, MD - Contract No: CSX693585, Milepost: BAK 94, Division: BALTIMORE, Subdivision: BALTIMORE TERMINAL

PROJECT: Mow, clear and beautify CSXT property in Charles Village, Baltimore, MD

Charles Village Community Benefits District

ATTN: Mr. David Hill

Executive Director

434 St. Paul Street

Baltimore, MD 21218

Dear Mr. Hill:

This letter shall serve as a right-of-entry agreement for the CHARLES VILLAGE COMMUNITY BENEFITS DISTRICT (CVCBD), and/or their agent(s), hereinafter called "CVCBD" for the purpose of Landscaping (mow, beautify, clean/clear) on CSXT property above.

The CVCBD has expressed a willingness to mow, beautify and generally maintain CSXT's operating property above the CSXT tunnel from the CSXT fence to the street curb on the 2500-2600 blocks of all streets between Huntingdon Street and Loch Raven Boulevard, excluding the areas between 1.) Maryland Avenue and N. Charles Street, and 2.) St. Paul Street to N. Calvert Street. (These areas are leased at the time of this contract. Under the circumstances that the leases are cancelled or expire, the excluded areas may be added to this contract after renegotiation of the terms with the CVCBD if necessary.)

CSXT has reviewed the CVCBD's request and finds it to be acceptable with the understanding that the CVCBD's landscaping will maintain the property within compliance of local codes and ordinances and maintain a distance of 25' from the centerline of all tracks. The CVCBD cannot, by law, remove fallen trees or large branches, or toxic wastes, appliances, televisions or automobile tires that may be illegally dumped on CSXT property. The CVCBD will, however, contact City authorities for the proper removal and disposal of such items.

CSXT is agreeable to reimbursing the CVCBD reasonable costs, not to exceed USD \$2,700.00 annually for maintaining the above described CSXT property in Baltimore, MD. Please email or mail the invoices to my attention for payment. Please be sure to reference agreement number CSX 693585 on all invoicing and correspondence.

Please consider this letter as your authorization to proceed with the landscaping work on behalf of CSXT. It is mutually understood and agreed that the CVCBD will indemnify and save harmless CSXT from injury to, or death of any employee(s), contractor(s), agent(s) or guest(s) of the CVCBD and/or damage to property arising from the acts or omissions of the CVCBD in performance of the work which will result from the negligence of the CVCBD or its actions.

Your authorization to perform work under the terms of this agreement will terminate effective 11:59 p.m., 31-DEC-2014 unless extended in writing by CSXT. Any request to extend, renew or cancel the agreement must be submitted in writing by mail or email to the above address.

If the CVCBD is agreeable to the above terms, please sign and return a copy of this letter to my attention. Invoices for this work prior to the termination date will be progressed through April 2015 (to allow the payment for maintenance of the aforementioned properties.) Thank you for your cooperation in this matter.

Sincerely,



Rebecca Snyder

CHARLES VILLAGE COMMUNITY BENEFITS DISTRICT (CVCBD)

By: David T. Hill

Print Name: DAVID T. HILL

Title: EXECUTIVE DIRECTOR

Date: July 15, 2013.