

EXHIBIT "C"
RELEASE AND INDEMNIFICATION

FOR VALUE RECEIVED, and in consideration of being authorized by Seminole Gulf Railway LP, a Delaware limited partnership ("SGLR") to enter upon the property of SGLR in the performance of the contract between the undersigned contractor _____, whose address is _____ (the "CONTRACTOR") and Lee County Utilities ("LEE COUNTY UTILITIES"), which is a division of Lee County Department of Public Utilities of the State of Florida, with respect to the construction and maintenance and the usual appurtenances thereto which traverses the railroad lines of SGLR (the "Utility") pursuant to the Agreement attached hereto as Exhibit "A" (the "Agreement"), the undersigned, intending to be legally bound, agree as follows:

1. CONTRACTOR will comply with all the obligations of LEE COUNTY UTILITIES with respect to construction and maintenance of the Utility under the Agreement, including, without limitation, the provisions of Paragraph 3 thereof.

2. CONTRACTOR acknowledges and appreciates the risks and danger assumed and attendant upon the exercise of the permission granted hereunder, and assumes all risk of injury (including death) to itself, its officers, employees and agents, or to its property, occurring or arising while or resulting from being upon or about the property of SGLR, regardless of SGLR's fault or negligence.

3. CONTRACTOR, for itself and for its successors and assigns, agrees to release, indemnify, defend and save harmless SGLR and its respective officers, employees, agents, successors and assigns, from and against all damages, losses, claims, demands, suits, costs or expenses, including counsel fees, which SGLR may suffer or sustain, or be subject to, directly or indirectly, for personal injury, death or property damage suffered by anyone whomsoever (including SGLR and CONTRACTOR) and arising out of or caused either wholly or in part by the work performed on SGLR's property by the undersigned, regardless of the fault, failure or negligence of SGLR except for gross negligence.

4. In conformance with Section 725.06 Florida Statutes, to the extent it applies to this indemnity, the specific consideration given for the promises of the CONTRACTOR set forth in this Release and Indemnification is the right granted CONTRACTOR to perform work on SGLR's property, together with One Dollar (\$1.00) in hand paid by SGLR to CONTRACTOR, receipt whereof is hereby acknowledged, and the adequacy of which CONTRACTOR accepts as completely fulfilling the obligations of SGLR under the requirements of Section 725.06 Florida Statutes.

5. CONTRACTOR agrees to obtain the insurance specified in paragraph 8(d) of the Agreement. If any such insurance shall be provided on a claims-made basis, then in addition to the coverage requirements specified in paragraph 8(d) of the Agreement, CONTRACTOR agrees to make every effort to maintain similar insurance for at least two years following completion of the construction or maintenance of the Utility. If the insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with construction of the Utility.

6. CONTRACTOR is responsible for the provision and maintenance of all appropriate insurance.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this ___ day of _____, 20__.

ATTEST:

CONTRACTOR:
By: _____

Title: _____

Title: _____