



Interoffice Memorandum

APPROVED BY ORANGE  
COUNTY BOARD OF COUNTY  
COMMISSIONERS

BCC Mtg. Date: November 1, 2016

October 11, 2016

TO: Mayor Teresa Jacobs and Board of County Commissioners

FROM: Mark V. Massaro, P.E., Public Works Director

CONTACT PERSON: **Mark V. Massaro, P.E., Director**  
**Public Works Department**

PHONE NUMBER: **(407) 836-7970**

SUBJECT: **Temporary License Agreement for Construction Access- SunRail**

On April 1, 2016, Florida Department of Transportation (FDOT) issued a notice to proceed for Phase 2 South Expansion of SunRail. The Phase 2 South expansion project is 18 miles from Sand Lake Road Station in Orange County to the Poinciana Station in Osceola County.

As a means to facilitate construction, the FDOT's contractor, Middlesex Corporation, has requested access through a dedicated retention pond in the Green Pointe Subdivision within the Meadow Woods area, just north of Town Center Blvd.

The attached Temporary License Agreement for construction access provides approval for Middlesex Corporation to use the pond to access the rail right-of-way.

This Agreement between Orange County and Middlesex Corporation was reviewed and approved by the County Attorney's Office and the Risk Management Division.

**Action Requested: Approval and execution of Temporary License Agreement for Construction Access by and between Orange County and The Middlesex Corporation in conjunction with SunRail Phase 2 project. District 4.**

MVM/wsv

Attachments

**TEMPORARY LICENSE AGREEMENT  
For Construction Access**

THIS TEMPORARY LICENSE AGREEMENT ("Agreement") is made by and between **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida ("County"), having an address at P.O. Box 1393, Orlando, Florida 32802, and **THE MIDDLESEX CORPORATION** ("Contractor"), having an address at 10801 Cosmonaut Boulevard, Orlando, Florida 32824.

**RECITALS**

**WHEREAS**, the County is the fee simple owner of certain real property identified as "Tract C" on the plat of GreenPointe, recorded in Plat Book 35, Page 61, of the Public Records of Orange County, Florida ("County Property"); and

**WHEREAS**, the Florida Department of Transportation's ("FDOT") Phase 2 South Expansion of SunRail ("the Project") is currently underway; and

**WHEREAS**, FDOT has contracted with Contractor to construct the Project; and

**WHEREAS**, in furtherance of the Project, Contractor desires to temporarily use the County Property as a construction access route to the SunRail railroad tracks located adjacent thereto; and

**WHEREAS**, the parties hereto desire to set forth their mutual understanding of the terms and conditions of their agreement contained herein.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements set forth herein, the parties agree as follows:

1. **County Property.** The County Property is located in unincorporated Orange

County, Florida and is also identified as Parcel ID 25-24-29-3205-00-003.

2. ***Creation of Temporary License.*** The County hereby grants to Contractor the right to enter upon and use the County Property during the term of this Agreement, as may be extended, subject to the terms and conditions contained herein. Contractor's use of the County Property shall be limited to use as a construction access for the Project in accordance with the construction plans attached hereto as incorporated herein as **Exhibit "A"** (the "Plan"), which Plan is hereby approved by the County. Contractor shall ensure that its employees, agents, subcontractors, vendors and suppliers comply with all the terms and provisions of this Agreement. Any unauthorized use of the County Property by Contractor or Contractor's employees, agents, subcontractors, vendors or suppliers shall be cause for termination of this Agreement pursuant to Paragraph 8 herein. This Agreement does not create an ownership or possessory interest in Contractor.

3. ***Term.*** The term of this Agreement shall commence upon full execution by both parties hereto and shall terminate two (2) years thereafter, unless sooner terminated pursuant to the provisions contained herein. The term of this Agreement may be extended for additional one-year terms through written request by Contractor to the County Administrator with copies to the Real Estate Management Division and the Public Works Department, and upon written approval by the County Administrator no less than thirty (30) days prior to the then-current termination date.

4. ***Contractor's Obligations & Restrictions.***

a. Contractor shall construct a permanent concrete driveway apron to the right-of-way-line located near the easternmost property line of the County Property adjacent to

Tract D. Said driveway shall be twenty feet (20') wide, ten inches (10") thick, using a minimum of 3000 psi concrete with expansion/contraction joints every ten feet (10'). The sidewalk crossing the driveway shall comply with current, applicable ADA standards. Contractor shall be responsible for the normal and routine maintenance of the driveway during the term of this Agreement. Said driveway must be maintained in usable condition to the satisfaction of the County. Contractor shall be responsible for repairing damage to the County Property caused by Contractor or Contractor's employees, agents, subcontractors, vendors or suppliers.

b. Contractor shall erect a six-foot (6') high chain link security fence with two (2) ten-foot (10') gates across the driveway. The fence shall extend thirty feet (30') on each side of the gates.

c. Contractor shall construct an eastbound directional left-only turn lane within the Town Center Boulevard median to provide access to the driveway to the County Property. The turn lane shall be 185-feet long and the pavement section shall be 2.5 inches Type SP 12.5 superpave asphaltic concrete; 12 inches of 300 psi soil cement or 12 inches graded crushed concrete meeting the requirements of the Orange County Road Construction Specifications, Article 9, Optional Base, Sections 9.2.2.1 through 9.2.2.5; 12 inches stabilized subgrade LBR 40. Following construction of the turn lane, access to the County Property shall be limited to left-in, right-out.

d. Contractor shall construct a 20-foot (20') stabilized access road along the southern retention pond berm on the County Property with geo grid and an LBR of 40. Said access road shall extend from the driveway to the SunRail railroad right-of-way line. Contractor shall provide an erosion control and dust abatement plan, including a silt fence on both sides of

the access road.

e. Contractor shall apply for and obtain an Orange County Right-of-Way Utilization permit and an Orange County Maintenance of Traffic permit.

f. Any construction plans required by this Agreement shall be prepared by a Florida Licensed Professional Engineer.

g. No storage of any kind is permitted on the County Property or the Town Center Boulevard right-of-way.

h. Contractor's use of the County Property shall not interfere with, nor impede access to, the County's retention pond located on the County Property, and Contractor's access to and use of the County Property shall, at all times, be subordinate to the County's access to and use of the County Property.

i. Contractor's access to the County Property is permitted between 7:00 AM and 7:00 PM, Monday through Friday.

j. Prior to Contractor accessing the County Property, Contractor shall arrange for the condition of the County Property to be videotaped for quality purposes. No later than 90 days following termination of this Agreement, Contractor shall restore the County Property to the condition it was in prior to Contractor's use or better condition. If Contractor fails to restore the County Property within the timeframe required herein, the County may restore the County Property to such condition, and Contractor shall reimburse the County for all expenses thereby incurred for such restoration.

5. ***Safety and Security Precautions.***

a. Contractor shall take all reasonable precautions for, and will be

responsible for initiating, maintaining and supervising all activities relating to the safety and security of all persons and property affected by or involved in Contractor's use of the County Property under this Agreement.

b. Contractor shall comply with all applicable safety and security laws, ordinances, rules, regulations, standards and lawful orders of any public authority bearing on the safety and security of persons or property or their protection, damage, injury or loss affected by Contractor's use of the County Property under this Agreement.

c. Contractor shall act with reasonable care and discretion to prevent any threatened damage, injury or loss in any emergency affecting the safety and security of persons or property affected by Contractor's use of the County Property under this Agreement.

6. ***Insurance.*** Contractor shall procure and maintain, for the duration of this Agreement, insurance of the types and limits specified below. Insurance carriers furnishing these coverages must be authorized to do business in the State of Florida, and **must possess a minimum, current rating of A-Class VIII in the most recent edition of "Best's Key Rating Guide."**

a. Workers' Compensation - covering its employees with statutory workers' compensation limits, and no less than \$500,000 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County and its agents, employees and officials.

b. Commercial General Liability - covering all operations including, but not limited to, Contractual, Products and Completed Operations and Personal Injury. The limits shall be not less than \$1,000,000.00 per occurrence and an aggregate limit of at least \$2,000,000.00. The County shall be specifically named as an additional insured on all liability policies.

c. Business Automobile Liability - covering all owned, non-owned and hired

vehicles with limits of not less than \$1,000,000.00 per occurrence, Combined Single Limits (CSL) or its equivalent per occurrence.

d. Pollution Legal Liability – Pollution Legal Liability with a limit of not less than one million dollars (\$1,000,000) per occurrence on a per-project basis.

Prior to entering upon the County Property, and during the duration of the Agreement, Contractor shall file with the County current certificates of all required insurance on forms acceptable to the County and thirty (30) days prior written notice of cancellation or reduction in coverage, except ten (10) days prior written notice is allowed for cancellation due to non-payment of premium. The certificates shall be accompanied by the additional insured and waiver of subrogation endorsements for each policy that applies.

Failure of the County to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of Contractor's obligation to maintain such insurance. Failure of Contractor to maintain adequate insurance coverage for itself or for any other persons or entities for which it is responsible shall not relieve Contractor of any contractual responsibility or obligation.

It shall be the responsibility of Contractor to ensure that all its subcontractors maintain adequate insurance. Failure of Contractor to maintain adequate insurance coverage for itself or for any other persons or entities for whom it is responsible, or to ensure that its subcontractors maintain adequate coverage, shall not relieve Contractor of any contractual responsibility or obligation or liability.

7. ***Indemnification.*** Contractor shall indemnify, defend, and hold harmless the

County from and against any and all liabilities, claims, losses, costs, damages, fees, fines, suits or expenses of any kind and nature (including without limitation, attorneys' fees), for injury or death to persons or damage to property or property rights arising out of Contractor's use of the County Property, or the use of the County Property by Contractor's employees, agents, subcontractors, vendors and suppliers. Contractor assumes all risk of damage to property owned by Contractor, its employees, agents, subcontractors, vendors and suppliers that may occur while on or about the County Property for any reason whatsoever, other than damage to such property that is caused by the County. The indemnification provisions contained herein shall survive the termination of this Agreement.

8. ***Breach of Agreement.*** The failure of Contractor to comply with any covenant or condition of this Agreement shall constitute a breach of this Agreement. If Contractor is in breach of this Agreement in any manner, the County shall give Contractor written notice of any such breach. If (i) Contractor fails to cure such breach within 30 days after receiving such notice, or (ii) fails to commence such cure within 30 days after receiving such notice and to diligently prosecute such cure to completion, if the nature of such breach is such that more time is reasonably required by Contractor in order to cure such breach, then the County may terminate this Agreement. The County expressly reserves any and all other legal remedies available at law and in equity. Damages, if any, shall be limited to actual, out-of-pocket expenses incurred to remedy a breach of this Agreement. Speculative, consequential, punitive or other non-actual damages are prohibited.

9. ***Waiver of Breach.*** Waiver of breach of one covenant or condition of this Agreement is not a waiver of breach of other covenants and conditions of this Agreement, or of a

subsequent breach of the waived covenant(s) or condition(s).

10. ***Termination.*** This Agreement may be terminated at any time by mutual written consent of the parties. The County may terminate this Agreement upon the breach of this Agreement by Contractor pursuant to the terms of Paragraph 8 herein.

11. ***Compliance with Applicable Laws.*** Contractor shall observe and comply with all applicable federal, state, and local rules, orders, laws and regulations pertaining to the use of the County Property.

12. ***Amendments to Agreement.*** The conditions and covenants of this Agreement shall not be amended or modified other than in writing signed by the parties hereto.

13. ***Entire Agreement.*** The entire Agreement between the parties with respect to the subject matter herein is contained in this Agreement. No other Agreement, oral or written, regarding the subject matter herein shall be deemed to exist or to bind the parties hereto.

14. ***Notices.*** All notices to either party shall be given (i) by certified or registered mail, postage prepaid, return receipt requested, (ii) by nationally recognized overnight courier service providing proof of delivery, or (iii) by fax or email followed by confirmation under (i) or (ii).

As to County:           Orange County Administrator  
                                  P.O. Box 1393  
                                  Orlando, Florida 32802  
                                  Fax: (407) 836-7399

and

Orange County Public Works Department  
Development Engineering Division  
Attn: Manager  
4200 John Young Parkway  
Orlando, Florida 32839-9205

Fax: (407) 836-7885

and

Orange County Administrative Services Department  
Real Estate Management Division  
Attn: Manager  
P.O. Box 1393  
Orlando, Florida 32802  
Fax: (407) 836-5969

As to Contractor: The Middlesex Corporation  
Attn: Michael Bowen, Construction Manager  
10801 Cosmonaut Boulevard  
Orlando, Florida 32824  
Phone: (407) 757-1575

The names, addresses and/or facsimile numbers may be changed by written notice as above provided. Notice shall be effective upon receipt. Notice will also be given simultaneously to any secured lenders whose addresses have been given to County.

15. **Validity.** The validity, interpretation, construction and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. In the event any provision hereof shall be determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

16. **Hazardous Waste and Materials.** Contractor, its employees, agents, contractors, subcontractors, vendors and suppliers shall not discharge any hazardous or toxic materials or waste on the County Property. Contractor shall indemnify, defend, and hold harmless the County from and against any claims including without limitation third party claims for personal injury or property damage, actions, administrative proceedings (including informal proceedings),

judgments, damages, punitive damages, penalties, fines, costs, taxes, assessments, liabilities, settlement amounts, interest or losses, including reasonable attorney's fees and expenses, consultant fees, expert fees, and all other costs and expenses of any kind or nature that arise directly or indirectly in connection with the presence, release or threatened release of any hazardous substances by, through, or at the direction of Contractor, its employees, agents, subcontractors, vendors or suppliers, including but not limited to known contaminants in or into the air, soil, groundwater, surface water or improvements at, on, about, under or within the County Property, or any portion thereof, or elsewhere in connection with the transportation of hazardous substances to or from the County Property by, through, or at the direction of Contractor, its employees, agents, subcontractors, vendors or suppliers. Provided however, Contractor shall not be required to indemnify, defend or hold harmless the County from any claims resulting from the negligent or willful misconduct of the County, or its employees, contractors, vendors, or other agents, or resulting from any environmental condition existing on the County Property or elsewhere which is not caused, disturbed or exacerbated by Contractor or its employees, agents, subcontractors, vendors or suppliers. The indemnification provisions contained herein shall survive the termination of this Agreement.

17. **Assignment.** Neither party may assign its rights hereunder, or as hereinafter granted pursuant to the provisions hereof, in whole or in part, without the prior written consent of the other party.

18. **Sovereign Immunity.** Nothing herein shall constitute a waiver of the County's sovereign immunity under section 768.28, Florida Statutes, as may be amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the

day(s) and year below written.



**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

By: *Teresa Jacobs*  
Teresa Jacobs  
9<sup>th</sup> Orange County Mayor

Date: 11.1.16

ATTEST: Martha O. Haynie, County Comptroller  
As Clerk of the Board of County Commissioners

By: *Katie Smith*  
Deputy Clerk

**Katie Smith**

Printed Name

Date: NOV 01 2016

THE MIDDLESEX CORPORATION,

By: [Signature]

Print Name: DERON HAPTONSTALL

Title: PROJECT MANAGER

Date: 10/12/16

STATE OF Florida

COUNTY OF Osceola

BEFORE ME, a Notary Public in and for said County and State on the date below, personally appeared Deron Haptonstall, as the Project Manager of The Middlesex Corporation, a Massachusetts corporation authorized to conduct business in Florida, and that he/she acknowledged executing the foregoing instrument on behalf of said corporation. Said person (X) is personally known to me or ( ) produced a driver's license issued by the State of \_\_\_\_\_, which is either current or has been issued within the past five (5) years and bears a serial or other identification number.

IN WITNESS WHEREOF, I have affixed my notarial seal this 12<sup>th</sup> day of October, 2016.

[Signature]  
Signature of Notary Public

Jodi L. Anderson  
Printed Name of Notary Public

My Commission expires: 06/28/2020



## **LIMITED POWER OF ATTORNEY:**

STATE OF Massachusetts

KNOW TO ALL BY THESE PRESENTS:

That I, Robert W. Pereira II President and Chief Operating Officer for the Middlesex Corporation, of, One Spectacle Pond Road Littleton Massachusetts, being of sound mind and memory, do hereby make, constitute and appoint Michael Bowen and Deron Haptonstall as my true and lawful agent and limited attorney in fact, with limited power and authority to act for me, individually, and in my name, place and stead, with reference to the transactions for Middlesex Corporation as it relates to the procurements of permits and agreements from Orange County Florida for the construction of the Central Florida Commuter Rail Transit Phase 2 South (FDOT Contract Number E-5W96) project.

Without intending in any manner to limit or diminish the foregoing powers granted to my agent, but intending to expand or enlarge upon the same, I specifically authorize and empower my agent, to:

1. Make, execute and deliver, in my name and on my behalf as President and Chief Operating Officer for the Middlesex Corporation all permits and agreements for Orange County Florida as it relates to the construction of the Central Florida Commuter Rail Transit Phase 2 South (FDOT Contract Number E-5W96) project. This Limited Power of Attorney is in effect until February 1, 2018 or upon written notice revoking this document.

2. This instrument is to be construed and interpreted as a limited power of attorney, enumeration of specific powers herein is intended to, limit or restrict the limited powers herein granted to my agent. This instrument is executed and delivered in the State of Massachusetts, and the laws of the State of Massachusetts shall govern all questions as to validity of this power and the construction of its provisions;

I do hereby undertake to ratify and confirm, all and singular, the acts heretofore performed and to be hereinafter performed by my said agents, acting in my name and on my behalf as outlined in this document.

IN WITNESS WHEREFORE, I have executed this Limited Power of Attorney consisting of two pages this the 15 day of September, 2016.

Signed: \_\_\_\_\_

Robert W. Pereira II, President and Chief Operating Officer

ATTESTATION

The hereinafter named Witnesses, each declare under penalty of perjury under the laws of the State Massachusetts of that the principal is personally known to us, that the principal signed and acknowledged this limited power of attorney in our presence, that the principal appears to be of sound mind and under no duress, fraud or undue influence, that we are not the person appointed as limited attorney-in-fact by this document.

Witness our signatures, this the 15 day of September, 2016.

WITNESSES:

[Signature] of The Middlesex Corporation  
[Signature] of The Middlesex Corporation

STATE OF MASSACHUSETTS  
COUNTY OF MIDDLESEX

The foregoing instrument was acknowledged by me this 15 day of September, 2016 by:  
Robert W. Pereira II who is/are personally known by me or who has/have  
produced: \_\_\_\_\_ as identification and who did not take an oath.

SEAL

[Signature]

Notary Public  
State of Massachusetts

My Commission Expires:

Lyn I. Rice  
Notary Public  
My Commission Expires  
October 6, 2017

Courtesy Rick Singh, CFA, Orange County Property Appraiser



## EXHIBIT A

PAGE 1 OF 2



# EXHIBIT A

PAGE 2 OF 2

20' ACCESS ROAD

TRACT N-1

TRACT C

TRACT A

TRACT D

TRACT E

TRACT F

TRACT G

TRACT H

TRACT I

TRACT J

TRACT K

TRACT L

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