



SEABOARD COAST LINE RAILROAD COMPANY

Operating Department
601 East Liberty Street
Savannah, Georgia ~~31401~~ 31499

W. E. SATTERWHITE,
SUPERINTENDENT

DIRECT TELEPHONE INQUIRIES TO:
A. L. JOHNSON, JR.
(912) 236-2385

December 12, 1980

File: Nassau County, Florida,
Between Fernandina Beach and Yulee
(Ditch north side of track 1241'
east of MP SMA-41) E-55

Mr. R. L. King, P.E.
Nassau County Engineer
Post Office Box 1010
Fernandina Beach, Florida 32034

Dear Mr. King:

For completion of your records, I am attaching the fully executed duplicate-original of agreement dated June 12, 1980, under which Seaboard Coast Line Railroad Company permitted Nassau County, Florida, to dig and maintain a drainage ditch on the northerly side of the track, beginning at the crossing of Scott Road 1241 feet east of Mile Post SMA-41, Gross, Florida, and extending eastwardly 1,350 feet, on tenant at will basis without rental.

Sincerely,

W. E. Satterwhite
W. E. Satterwhite
Superintendent

DUPLICATE -
ORIGINAL

RE-42744

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THIS AGREEMENT, Made and entered into this 12th day of June, 1980, by and between the SEABOARD COAST LINE RAILROAD COMPANY, a corporation under the laws of the State of Virginia, hereinafter referred to as the Railroad Company, and NASSAU COUNTY, FLORIDA, acting by and through its Board of County Commissioners, hereinafter referred to as Licensee:

WITNESSETH: That the Railroad Company, for and in consideration of the sum of One Dollar to it in hand paid by Licensee, the receipt of which is hereby acknowledged, hereby grants unto Licensee the right and privilege to dig and maintain a 3 to 4 foot deep drainage ditch, with a 2-foot bottom and 2:1 side slopes, on the northerly portion of said Railroad Company's right of way at Gross, Nassau County, Florida, said ditch being within the limits of a strip of land 20 feet in width on the extreme northerly portion of Railroad's right of way, said strip of land beginning on the east line of Scott Road and extending eastwardly 1,350 feet; the southerly line of said strip of land being at a minimum clearance distance of 40 feet northwardly measured radially from the center line of Railroad's main track; said strip of land being as particularly shown outlined in red on print of Railroad's Drawing No. F-192, dated April 9, 1980, attached hereto and made a part hereof;

And the Licensee hereby covenants and agrees in consideration thereof:

1. Licensee shall dig and maintain said ditch at Licensee's entire cost and expense and in a manner in all respects satisfactory to the Division Engineer of said Railroad Company; it being expressly understood and agreed that all materials excavated in the digging of said ditch shall be wasted on said right of way, however, any timber or other such materials removed from said right of way, incident to the digging of said ditch, shall be disposed of by and at the expense of the Licensee, all in such manner as is satisfactory to said Engineer.

2. Licensee agrees to maintain said ditch, and keep same in proper state of repair, open and free of obstructions; in the event said ditch becomes unnecessary or is abandoned for any reason whatsoever, including termination of this agreement, Licensee will, if required by said Railroad Company, fill and close said ditch and restore said right of way to its original condition; if, upon such abandonment Licensee fails or refuses to fill and close said ditch, upon reasonable notice given by said Railroad Company, the Railroad Company may itself fill and close said ditch at the expense of Licensee, which expense Licensee hereby promises to pay promptly upon receipt of bill from said Railroad Company.

3. The Railroad Company shall have the right to use said ditch in draining said right of way.

4. Licensee will be obligated to assume the responsibility for any damage, not only to said Railroad Company's right of way, but to property of adjoining owners that might occur as a result of the overflow, or failure, of said ditch.

5. The Railroad Company shall have the unquestioned right to construct a track or tracks across said ditch at such point or points as it may desire, and in such event the Licensee shall pay all cost and expense of furnishing, placing and maintaining cast iron or reinforced concrete pipe in said ditch at such point or points as may be crossed by such track or tracks.

6. Licensee shall and will indemnify and save harmless said Railroad Company, its successors and assigns, from and against any and all claims, suits, including attorneys' fees, loss, damage and/or expense on account of injury to or death of persons or damage to property resulting from or in any way connected with the digging, maintenance, presence, filling or closing of said ditch.

7. If at any time hereafter the Railroad Company should require or need for railroad purposes the land described herein, or any portion thereof, then to the extent, but only to the extent necessary to permit such use by the Railroad Company, the right and privilege herein granted in and to the same, or the portion thereof so required and needed, shall cease and determine and all rights of the Licensee shall be at an end, and the same shall cease to be used by Licensee.

8. It is expressly understood and agreed that this agreement shall remain in force and effect so long as the covenants and agreements set forth herein are kept and performed by the Licensee, and if the Licensee fails to keep and perform any of such covenants, terms or conditions, then the Railroad Company reserves the right to terminate this agreement upon thirty (30) days' notice to the Licensee. On termination of this agreement, Licensee will, at its expense, vacate the use of said right of way for the purposes herein set forth and restore, under supervision of the Railroad Company, the land to its original condition, if required by the Railroad Company.

It is understood and agreed that this agreement shall not be binding until it has been authorized or ratified by a proper ordinance or resolution of the Board of County Commissioners of Nassau County, Florida, a certified copy of which ordinance or resolution is attached hereto and made a part hereof.

IN WITNESS WHEREOF the parties hereto have executed these presents in duplicate the day and year first above written.

Witnesses for Railroad Company:

[Signature]

[Signature]

SEABOARD COAST LINE RAILROAD COMPANY

By *[Signature]* (L.S.)

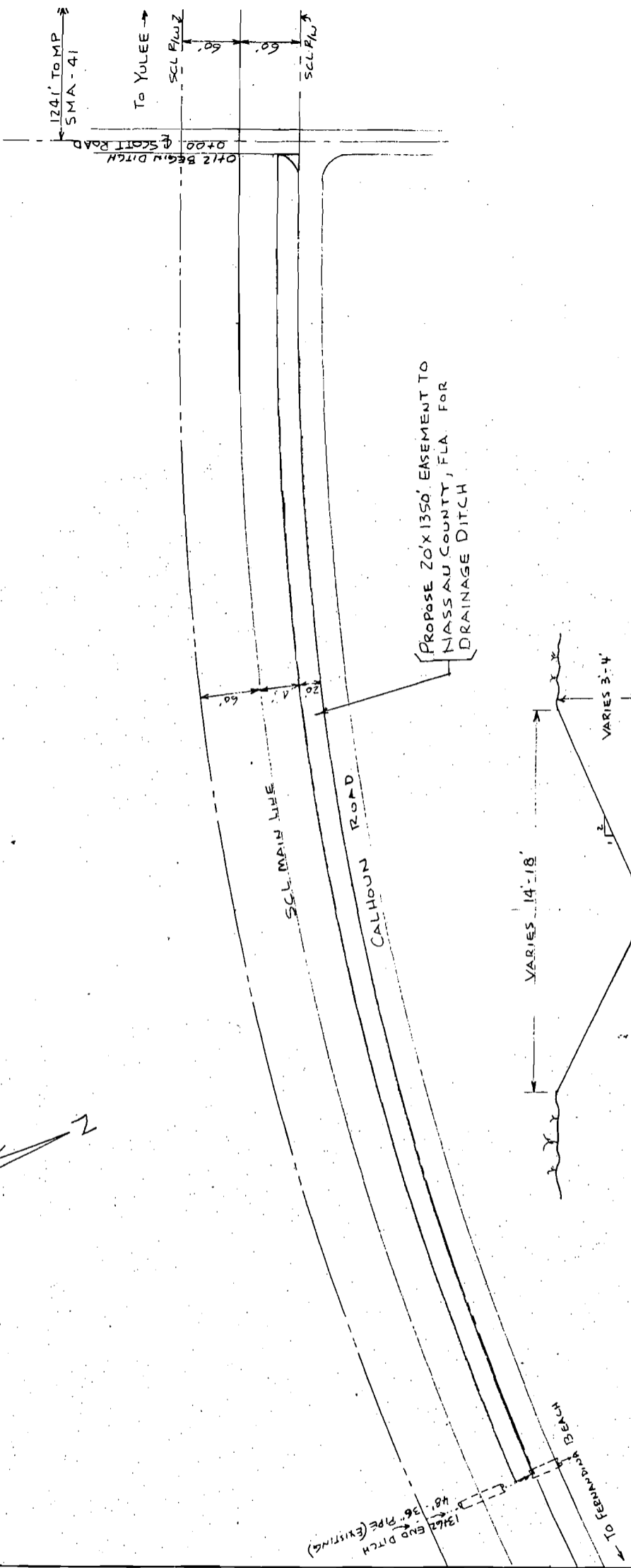
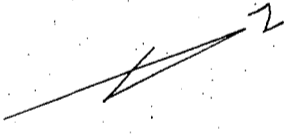
Witnesses for Licensee:

[Signature]

[Signature]

NASSAU COUNTY, FLORIDA

By *[Signature]* (L.S.)
Chairman



SEABOARD COAST LINE RAILROAD COMPANY		ENGINEER OF CONST. JACKSONVILLE, FL
LAYOUT IN VICINITY OF M.R. SMA-41		FERNANDINA SUBDIVISION
SCALE	DATE	DWG. NO.
1" = 100'	4-9-80	F-192

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NASSAU COUNTY, FLA.

RESOLUTION # 80-34

Be it resolved by the Board of County Commissioners of Nassau County, Florida in regular meeting assembled that the Chairman of said Board be, and he hereby is, authorized to enter into agreement with the SEABOARD COAST LINE RAILROAD COMPANY, and to sign same on behalf of said County whereby said Railroad Company grants unto said County the right and privilege to dig and maintain a drainage ditch on the property of said Railroad Company at O'Neil, Florida, as particularly described in said agreement dated June 12, 1980, a copy of which agreement is filed with this Board of County Commissioners.

Adopted this 21st day of October, 1980.

Board of County Commissioners
Nassau County, Florida

BY: John F. Claxton
John Claxton, Chairman

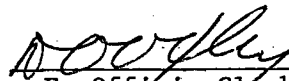
ATTEST: D. O. Oxley
D. O. Oxley, Clerk
By [Signature]

STATE OF FLORIDA

COUNTY OF NASSAU

I, D.O. OXLEY, Ex-Officio Clerk to the Board of County Commissioners of Nassau County, Florida, do hereby certify that the foregoing is a true and correct copy of Resolution NO. 80-34, adopted by said Board on the 21 day of October, 1980, as same appears on record in minutes of October 21st, 1980 meeting of said Board held on said date.

DATED this 22nd day of October, 1980.



Ex-Officio Clerk
Board of County Commissioners
Nassau County, Florida


D.O.