

# SEABOARD SYSTEM RAILROAD

500 Water Street · Jacksonville, Florida 32202

R. E. FRAME  
Chief Engineering Officer

June 15, 1984

51-0-Fla. (Crawford) -MAA

Mr. R. L. King, P. E.  
Nassau County Engineer  
Route 3, Box 176  
Fernandina Beach, Florida 32034

Dear Mr. King:

Reference your letter of June 7 concerning relocation of Crawford Road, AAR #620767A, Mile Post SM-15.97, and the installation of grade crossing traffic control devices at Crawford, Fla.

Returned herewith is the County's copy of fully executed agreement dated December 13, 1983.

Yours very truly,

*R. E. Frame*

Chief Engineering Officer

THIS EASEMENT AGREEMENT, Made and entered into this 13th day of December, 1983, by and between the SEABOARD SYSTEM RAILROAD, INC., a Virginia corporation, hereinafter referred to as Grantor, and NASSAU COUNTY, of the State of Florida, hereinafter referred to as the Grantee:

WITNESSETH: That Grantor, for and in consideration of One Dollar to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, and of the covenants and agreements to be kept and performed by Grantee as hereinafter expressed, hereby grants to Grantee an easement or right of way, within the limits hereinafter set out, for constructing and maintaining a highway or street crossing (including the usual appurtenances, such as approaches; paved roadway, curbs, gutters, sidewalks, shoulders, slopes, fills, cuts and drainage facilities) at grade across the right of way and track or tracks of Grantor at Crawford Road, Crawford, Florida, said crossing being 60 feet in width, i.e., 30 feet wide on each side of a line which extends across said right of way in a northwest-southeast direction and intersects the center line of Grantor's main track at a point 165 feet southwestwardly measured along the center line of Grantor's main track from Milepost SM-16; the travelway of said crossing (24 feet in width) being shown in red on print of Drawing No. C-872, dated June 7, 1982, attached hereto and made a part hereof; Grantor's right of way being 100 feet wide on each side of said center line.

And Grantee hereby covenants and agrees in consideration of said easement:

1(a). Said crossing shall be constructed at the cost and expense of Grantee, but in a manner and of materials in all respects satisfactory to the Division Engineer of Grantor, and all incidental expenses necessarily incurred in connection therewith shall be borne by Grantee. After said crossing has been completed, Grantee shall maintain said crossing at its expense and in a manner in all respects satisfactory to said Division Engineer, except, however, Grantor shall maintain, but at Grantee's expense, the portion of said crossing between the rails of said track(s) and for two feet on the outside of each rail thereof.

(b). ~~Simultaneously with the execution of this agreement by the Grantee, the Grantee hereby agrees to deposit with Grantor the sum of~~ *GRANTEE SHALL PAY WITHIN 15 DAYS OF COMPLETION OF THE WORK,* *THE SUM OF* \$42,237.00, being the estimated amount of the cost of the work to be performed by Grantor and the materials to be furnished by Grantor in connection with the construction of said crossing; said estimated amount of \$42,237.00 being divided as follows: (i) \$3,837.00 for constructing a Type "L" Crossing, which will involve the portion of said crossing between the rails of said main track and for two feet on the outside of each rail thereof; said estimate being per Form 3560-EB, dated March 28, 1983, attached hereto and made a part hereof, and (ii) \$38,400.00 for furnishing and installing a Class I, Type I, automatic train activating traffic control device; the installation of which shall be in accordance with FDOT Standard Index No. 17882; said estimate being per the statement dated March 9, 1983, prepared by Grantor's Office of Chief Engineer Communications and Signals, also attached hereto and made a part hereof. ~~In the event said deposit is less than the actual cost borne by Grantor, the Grantee shall also, upon receipt of bill rendered by Grantor, promptly pay such additional cost to~~ *THE AMOUNT*

*SGGoo is higher*

Grantor. ~~Should said deposit be in excess of the actual cost borne by Grantor, the Grantor shall promptly refund the difference to the Grantee.~~ Upon completion of the construction of said crossing, Grantor shall furnish to Grantee a detailed statement showing the cost of the work, including materials used for construction of said crossing, including signals.

(c). After said signals have been placed in service, Grantor will operate and maintain said signals at the expense of the Grantee. The Grantee will pay to the Grantor, upon presentation of bill at the end of each year as long as said signals remain in service, FIFTY PERCENT (50%) of the current rate of \$650.00 for maintaining a Class I signal installation. Rates for signal maintenance will be reviewed periodically, if rate should change, the amount billed will be revised accordingly. In addition to said sum for signal maintenance to be paid by the Grantee to the Grantor, the Grantee will be obligated, within sixty days after receipt of itemized bill from the Grantor, to (i) reimburse the Grantor for the cost of upgrading said signals to prevent obsolescence and (ii) reimburse the Grantor for the cost of repairing, or replacing, said signals as a result of damages thereto, howsoever resulting.

2. At such time that the Grantor performs maintenance or repairs to trackage at said crossing, the Grantee will, during such time and at the directions of the Grantor, either close said crossing to traffic or provide flagging protection (and temporary detour grade crossing, if deemed necessary) at Grantee's expense.

3. The cost of all work performed by Grantor (including flagging and engineering services, if any) and all materials furnished by Grantor within the scope of this agreement to which Grantee is obligated to reimburse Grantor for the cost thereof shall have surcharges added thereto in accordance with Federal-Aid Highway Program Manual Transmittal 129, dated April 26, 1975, in effect at the time the work is accomplished. All other accounting and reimbursement shall be in accordance with Grantor's usual practice in effect for similar work at the time the project is in progress.

4. The Grantee, for and in consideration of the privileges and benefits granted by the Grantor, and benefits flowing therefrom unto Grantee, agrees to save harmless Grantor, its successors and assigns, from any and all claims, including attorneys' fees, arising out of any suit, on account of personal injuries or damage to property of whatsoever nature arising during the construction or reconstruction of said crossing; and Grantee agrees to indemnify and save harmless Grantor, its successors and assigns, from any and all damages, including attorneys' fees, that might occur to Grantor on account of improper or faulty drainage at said crossing due to the construction or reconstruction thereof.

5(a). The Grantor reserves the right at any time, if it so desires, to construct an additional track or tracks across said crossing; in such event, Grantor shall have the right and is hereby granted the privilege to remove any paving from said crossing to the extent necessary for the construction of said track or tracks and, upon completion of the trackage construction, Grantor will, but at Grantee's entire cost and expense, (i) restore said crossing and (ii) install flange boards between the rails of said track or tracks and for two feet on the outside of each rail thereof; thereafter, Grantor will, but at Grantee's expense, maintain the portion of said crossing between the rails of said track or tracks and for two feet on the outside of

each rail thereof. In the event relocation of signals is required due to construction of said track or tracks, the cost thereof shall also be borne by Grantee.

(b). The Grantor also reserves the right at any time, if it so desires, to remove (abandon) any trackage located within the limits of said crossing; in such event Grantor shall have the right and is hereby granted the privilege to remove any paving from said crossing to the extent necessary for the removal of said trackage and, upon completion of said trackage removal, Grantee will restore said crossing at Grantee's entire cost and expense.

6. Grantee understands that this agreement does not allow Grantee to install or permit the installation of any other utility within the limits of the crossing described herein.

7(a). Simultaneously with the completion of the construction of said crossing, the road crossing and the road on the southeasterly portion of Grantor's right of way, as particularly shown in yellow on said attached print, shall be abandoned and removed from said right of way at Grantee's entire cost and expense; it being expressly understood and agreed that all of said road crossing (except the portion thereof between the rails of said main track and for two feet on the outside of each rail thereof) and said road on the southeasterly portion of said right of way shall be removed by Grantee in a manner in all respects satisfactory to said Division Engineer. The portion of said crossing between the rails of said track and for two feet on the outside of each rail thereof shall be removed by Grantor.

(b). After said crossing has been removed, Grantee agrees, at its expense and in a manner in all respects satisfactory to said Division Engineer, to construct and maintain barricades across said crossing to prevent the use thereof; said barricades to be at the locations shown in red on said attached print.

(c). The said road on the southeasterly portion of said right of way shall be relocated to the southeasternmost portion of said right of way and shall be subject to the terms of a separate agreement between the parties hereto.

It is understood and agreed that this easement 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 Grantor:

SEABOARD SYSTEM RAILROAD, INC.:

*P. Hamilton*

By *R. Frame* (L.S.)

*M.A. Arthur*

Witnesses for Grantee:

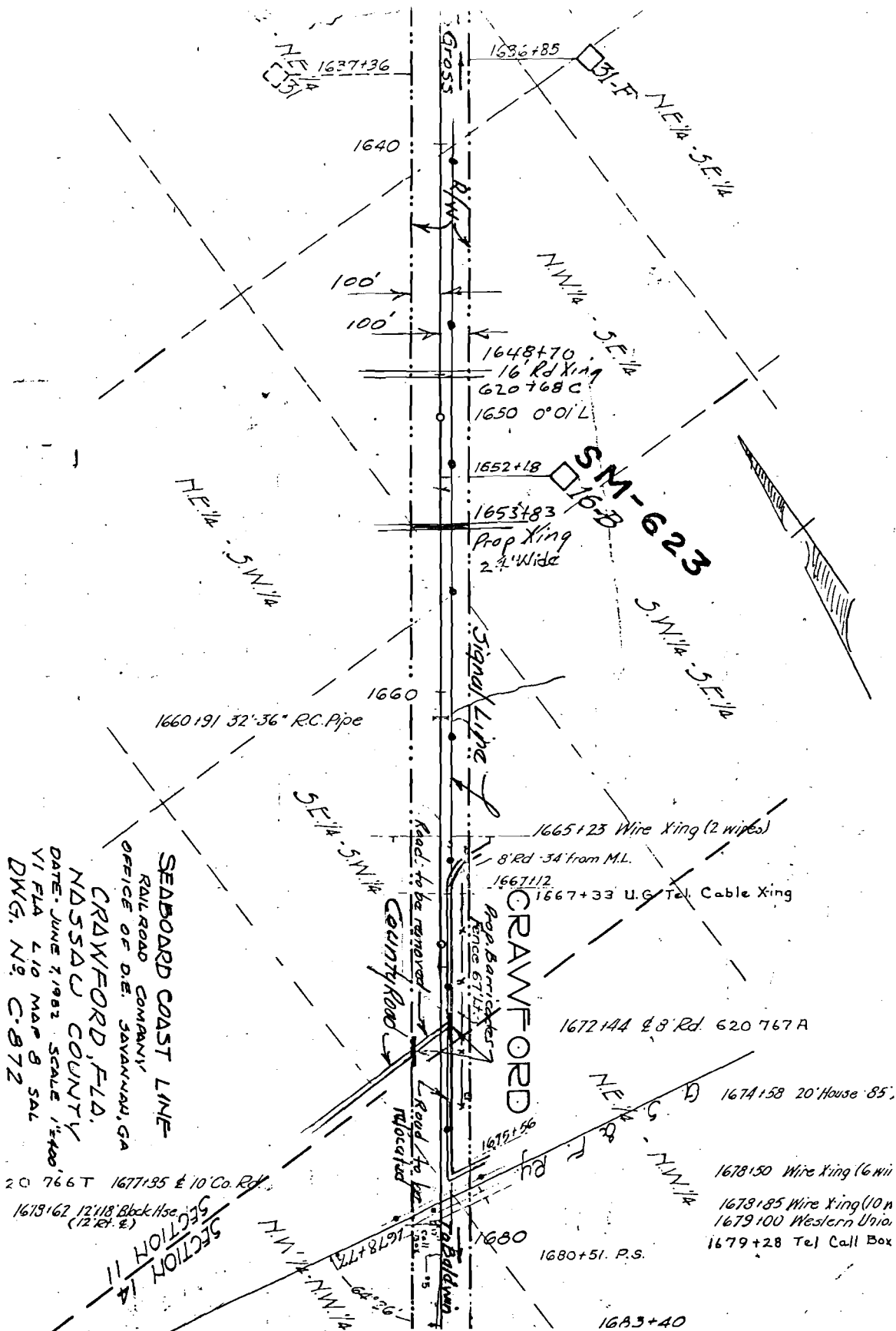
NASSAU COUNTY, FLORIDA:

*Margie G. Armstrong*

By *John E. Carter* (L.S.)  
Chairman, Bd. of County Commissioners

*Elaine S. Cowan*

Attest *[Signature]* (SEAL)  
Clerk



SEABOARD COAST LINE  
RAILROAD COMPANY,  
OFFICE OF D.E. SAVANNAH, GA  
CRAWFORD, FLA.  
NASSAU COUNTY  
DATE: JUNE 7, 1982 SCALE: 1"=400'  
VI FLA L10 MAP 8 5AL  
DWG. NO. C-872

20 766 T 1677+35 ± 10' Co. Rd.

SECTION 14  
SECTION 11  
1678+62 12" 118' Block Hse.  
(12' 10" E)

1678+73  
1680  
1680+51 P.S.  
1683+40

CRAWFORD

1672+44 8' Rd. 620+767 A

1678+50 Wire Xing (6 mi)  
1678+85 Wire Xing (10 m)  
1679+100 Western Union  
1679+28 Tel Call Box

DESCRIPTION OF PROJECT

Prop. 24' road crossing  
MP 5M 15.97 & remove road crossing @  
MP 5M 15.7 Crawford, Fla

SALV FLA L-10

3-28-83

DETAIL OF ESTIMATE

Dwg No C872

Quantity	Item	Unit Price	Total Cost
112 LF	Crossing Timber	\$ 3.98	\$ 446
56 LF	Filler Blocks Inside	0.99	55
56 LF	Filler Blocks Outside	1.12	63
1 Keg	Timber Drive Spikes	90.75	91
1 LS	Equipment Rental	350.00	350
20 NT	Paving (in place)	60.00	1200
64 Hrs	Labor Constructing Xing	12.00	768

Note 1 C80 S Dept Not Involved

Note 2 Grading & Drainage by others

Note 3 Crossbucks to be removed  
from existing crossing.

Note 4 Includes removal of existing  
crossing.

ENGINEERING AND CONTINGENCIES

OH 67.07%

GROSS COST

575  
349  
\$ 3837

Prepared By:

JL Trotman

Checked By:

SEABOARD SYSTEM RAILROAD

To: Board of County Commissioners  
Project Ref.

County: Nassau

Location: Crawford, Fla.

SBD Mile Post: SM 15.97

Route: Crawford Road

Crossing Inv. No.

Description: Install Automatic Highway Crossing Flashing Light Signals and Bell

Estimated Cost

Material Cost	\$21,000.	
Sales Tax	1,050.	
Handling	1,050.	
Transportation to Project	50.	
Total Material Cost		\$23,150.
Credit for Released Material		00.
Net Material Cost		\$23,150.
Engineering	1,000.	
Plus Composite Additive	622.	
Total Engineering		1,622.
Construction Labor	5,230.	
Plus Composite Additive	2,460.	
Total Construction Labor		7,690.
Supplemental Annuity on Labor		60.
Travel Allowance and Lodging		1,250.
Transportation of Equipment to Project		120.
Equipment Rental		1,017.
Estimated Material and Labor Cost		\$34,909.
Contingencies		3,491.
TOTAL ESTIMATED COST		\$38,400.
Railroad Portion		00.
Outside Party Estimated Cost		\$38,400.

Office of Chief Communications & Signals Officer

Jacksonville, Fla. Date: 3-9-83 - cvs



SEABOARD SYSTEM RAILROAD

To: Board of County Commissioners

Project Ref.:

County: Nassau

Location: Crawford, Fla.

SBD Mile Post: SM 15.97

Drawing No.

Route: Crawford Road

Crossing Inv. No.

Description: Install Automatic Highway Crossing Flashing Light Signals and Bell.

Estimate of Signal Material and Cost

1 - Lot Control Equipment, including cases, control apparatus, rectifiers, lightning protective devices, etc.	\$12,082.
1 - Lot Field Materials, including foundations, pipe, cables, battery, battery boxes, insulated rail joints, etc.	6,981.
2 - Signal Assembly, complete with 4 lamp units on mast	<u>1,937.</u>
Material Cost	\$21,000.

Office of Chief Communications & Signals Officer  
Jacksonville, Fla.

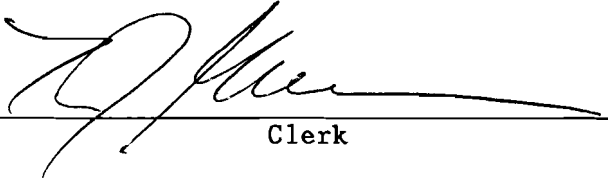
Date 3-9-83 - cvs

Extracts from minutes of meeting of the Board of County Commissioners of Nassau County, Florida, held on the 24th day of January, 1984.

RESOLUTION

Be it resolved by the Board of County Commissioners of the County of Nassau in regular meeting assembled that the Chairman of said Board be, and he hereby is, authorized to enter into an agreement with the SEABOARD SYSTEM RAILROAD, INC., and to sign same on behalf of said County whereby said Railroad Company grants to said County an easement or right of way for constructing and maintaining a highway or street crossing at Crawford Road, Crawford, Florida, as particularly described in said agreement, which agreement is dated December 13, 1983, a copy of which agreement is filed with the Board of County Commissioners.

I certify the above to be a true and correct copy.

  
Clerk