

THIS EASEMENT AGREEMENT, Made and entered into this 29th day of January, 1988, by and between the CSX TRANSPORTATION, INC., a Virginia corporation, hereinafter referred to as Grantor, and NASSAU COUNTY, a municipal corporation under the laws of the State of Florida, hereinafter referred to as 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 realigning, reconstructing 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 Grantor's right of way at CALLAHAN, FLORIDA, said crossing (Evelyn Street) having 50-foot right-of-way width, i.e., 25 feet wide on each side of a line which extends across said right-of-way in a north-south direction and intersects the centerline of the roadbed of Grantor's main track, as formerly located, at a point 115 feet, more or less, eastwardly measured along said centerline from Milepost 21, said crossing, with a 20-foot travel way, being shown outlined in RED on print of Grantee's Drawing dated January 27, 1988, attached hereto and made a part hereof; Grantor's right-of-way being as indicated on said print.

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

1. Said crossing shall be constructed and maintained at the cost and expense of Grantee, but in a manner and of materials satisfactory to the Division Engineer of Grantor, and that all incidental expenses necessarily incurred in connection therewith shall be borne by Grantee.
2. Grantee, for and in consideration of the privileges and benefits granted by 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.
3. Grantor reserves the right at any time, if it so desires, to construct a railroad track or tracks across the land covered by this easement; 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 such trackage and, upon completion of said construction, Grantee will bear the entire cost and expense of restoring said crossing, including the cost for Grantor to furnish and install the necessary flange boards therefor, i.e., the portion of said crossing between the rails of trackage and for two feet on the outside of

each rail thereof; said crossing to be restored in a manner in all respects satisfactory to said Division Engineer.

4. In the event of track construction as hereinabove set forth, it is expressly understood and agreed that if at any time in the future the Grantee or other Governmental authority should determine that safety requires protection other than that afforded by stop signs, such as watchman, gates or flashing light signals, Grantor will not be called upon or required to bear the cost or any part of the cost of furnishing, installing or maintaining any such protection; it is further understood and agreed that before providing any such additional crossing protection, Grantee or such other Governmental authority will first obtain approval in writing from the Grantor with respect to location and type of protective facility. F

5. 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 25, 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.

6. In consideration for the easement hereby granted, it is expressly agreed that the Grantor shall not at any time or in any manner be assessed with the cost or any part of the cost of the construction and maintenance of any improvement constructed now or at any time in the future on or adjacent to said crossing.

7. 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.

8(a). During any construction by Grantee at or adjacent to said crossing, the Grantee shall furnish (or require its contractor to furnish) the Grantor a Certificate of Insurance showing that the Grantee (or its contractor) carries liability insurance applicable to this agreement (evidencing said applicability by a contractual liability endorsement stating that the insurance is applicable to the obligations assumed by the Grantee under the agreement with Grantor) in the amount of \$3,000,000.00 for all personal injuries, death, or property damage, per occurrence arising during the policy period.

(b). The Grantee shall furnish certificates of insurance evidencing the above coverage and the form of the policy (or policies), the carrier and the amount of the coverage shall be subject to the prior approval of the Grantor. Such insurance shall contain a contractual liability endorsement which will cover the obligations assumed under this agreement and such other endorsement or endorsements as, in the opinion of counsel for the Grantor, may be necessary or advisable to fully protect and indemnify the Grantor. In addition, such insurance shall contain notification provisions whereby the insurance company agrees to give thirty (30) days' notice to the Grantor of any change or cancellation of the

policy. All of these endorsements and notice provisions shall be stated on the certificate of insurance which is to be provided to the Grantor. Provided, however, that notwithstanding any of the provisions of this agreement with respect to insurance, it is understood and agreed that the liability assumed by the Grantee shall not be limited to the insurance coverage stipulated herein.

(c). Notwithstanding the provisions of Sections 8(a) and 8(b), Licensee may self-insure in any amount(s) any (all) liability arising under this Agreement.

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, 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:

CSX TRANSPORTATION, INC.:

John L. Fey, Jr

By Mary Ann Schiller (L.S.)
Director-Sales Administration

Jo Anne Walt

Witnesses for Grantee:

NASSAU COUNTY, FLORIDA:

Joyce S. Bradley

By Charles A. Pickett (L.S.)
Charles A. Pickett, Chairman

Margie J. Armstrong

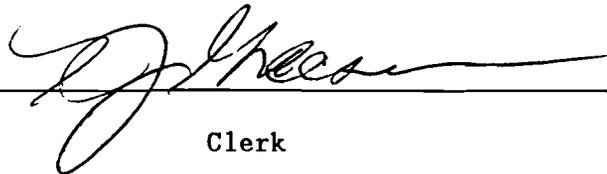
Attest [Signature] (SEAL)
Clerk

Extracts from minutes of meeting of the Board of County Commissioners of Nassau County, Florida, held on the 1st day of March, 1988.

RESOLUTION

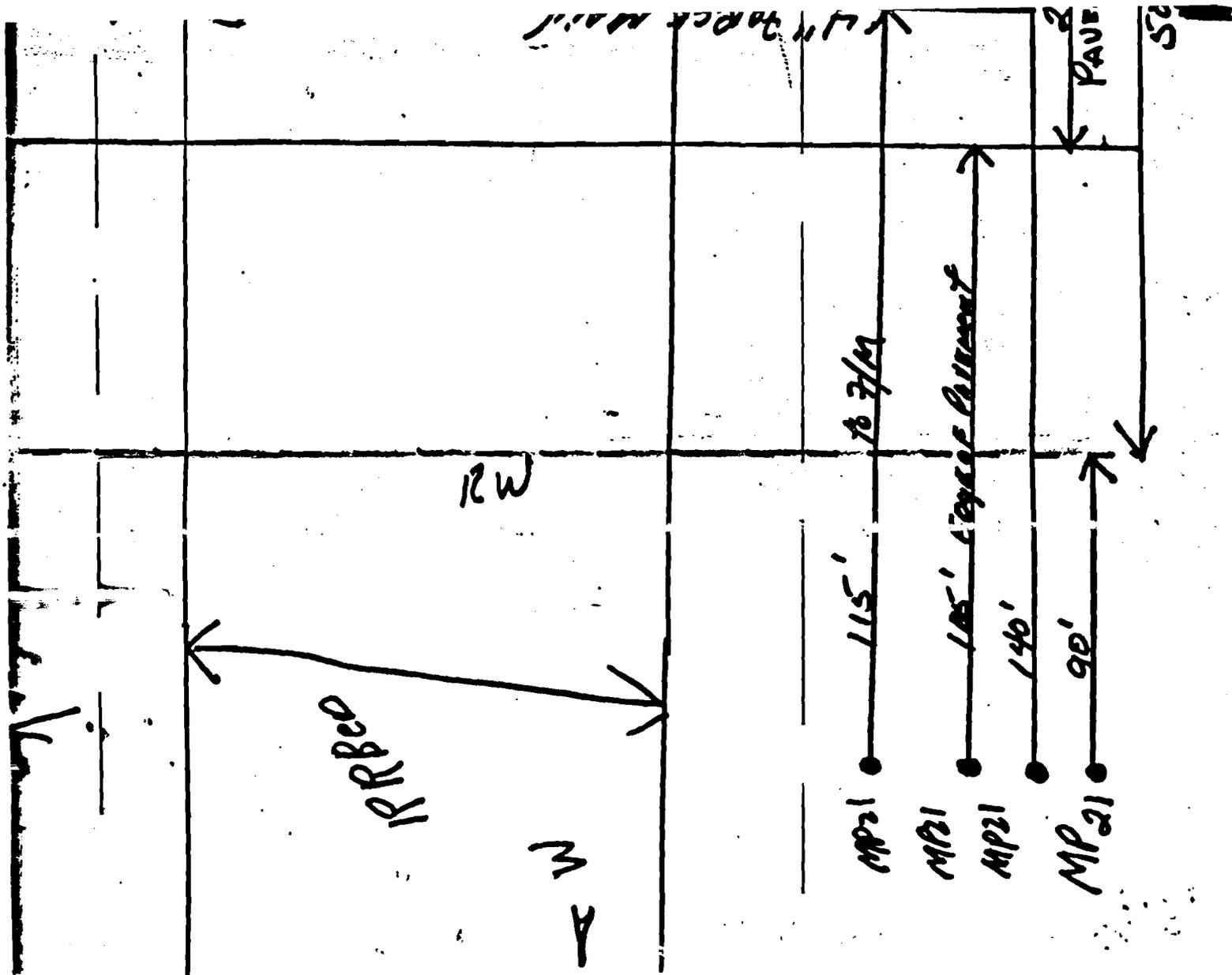
Be it resolved by the Board of County Commissioners in regular meeting assembled that the Chairman of said Board be, and he hereby is, authorized to enter into an agreement with CSX TRANSPORTATION, INC. ("CSXT"), and to sign same on behalf of said County whereby CSXT grants to said County an easement or right-of-way, for maintaining a public highway or street crossing CSXT's vacated right-of-way at Callahan, Florida, as particularly described in said agreement, which agreement is dated January 29, 1988, a copy of which agreement is filed with the Board of Commissioners.

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



A handwritten signature in cursive script, appearing to read 'D. J. Green', is written over a horizontal line.

Clerk





NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32034

Gene R. Blackwelder	Dist. No 1 Fernandina Beach
Hazel Jones	Dist. No 2 Fernandina Beach
John F. Claxton	Dist. No 3 Yulee
James E. Testone	Dist. No 4 Hilliard
Charles A. Pickett	Dist. No 5 Callahan

T.J. "Jerry" GREESON
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

March 25, 1988

Mr. Leon Hodges, Town Manager
Town of Callahan
Post Office Box 162
Fernandina Beach, FL 32034

Dear Mr. Hodges:

Attached please find a certified copy of the fully executed agreement between Nassau County and the Town of Callahan for budget funds during the fiscal year 1987-88 in the amount of \$33,000.00.

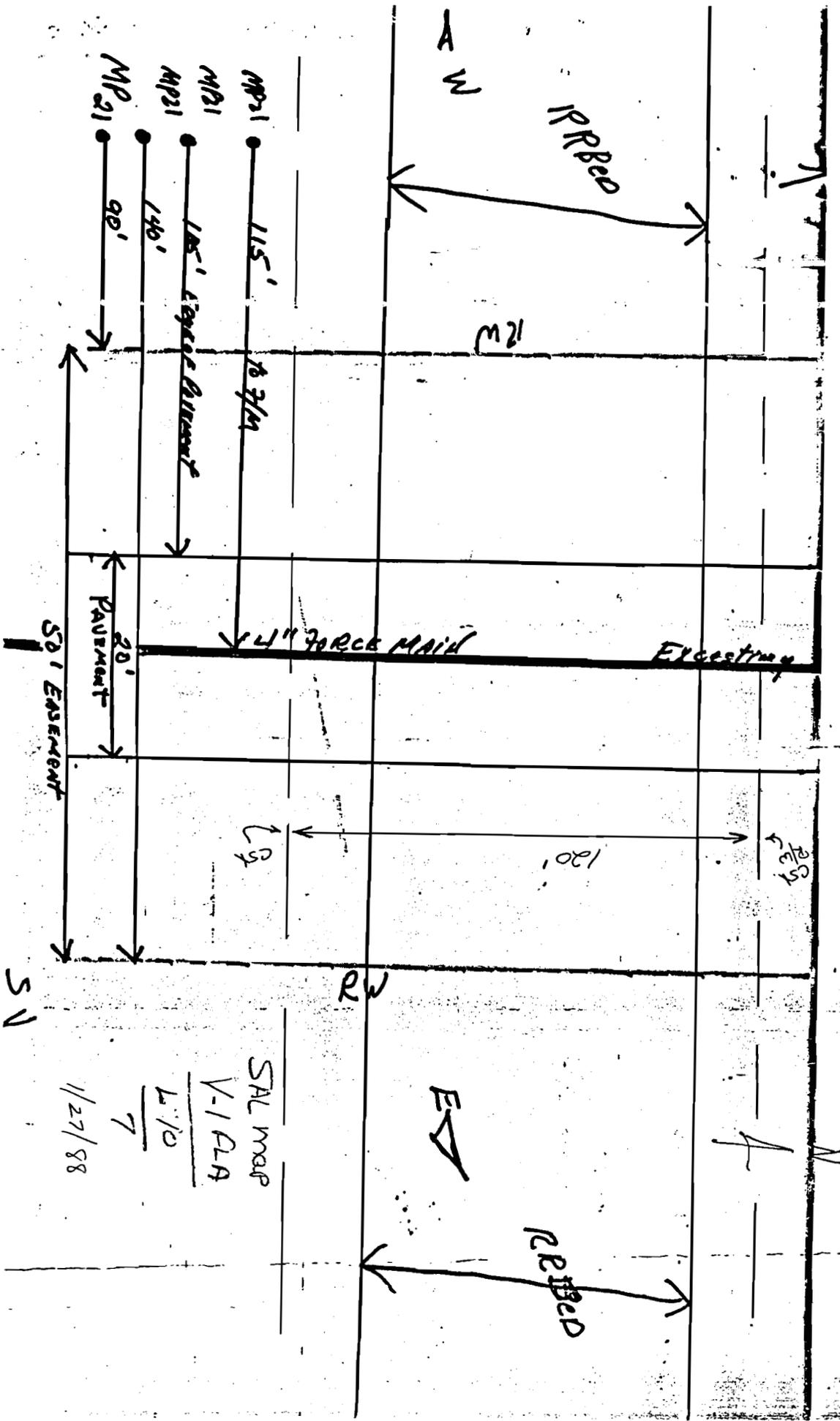
If this office can be of any further assistance, please notify us.

Sincerely,

T. J. "Jerry" Greeson
Ex - Officio Clerk

TJG:jb

Enclosure



MP21 115'
 MP21 10 3/4"
 MP21 105' Egress Allment
 MP21 140'
 MP21 90'

30' Easement

20' Pavement

4" Force Main

Excavation

LS

120'

2 1/2'

RW

SN

SAL MAP
 V-1 ALA
 L-10
 7
 1/27/88

EA

REBED