

Joyce



ALLEN RAILROAD CONTRACTORS, INC.
MARKETING RESEARCH & DEVELOPMENT

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IMPORTANT NOTICE

TELECOPIER COVER LETTER

TO: MR. Bill Lecher

FAX PHONE: (904) 277-9113

FROM: Cindy A. Scanlan

DATE: 8-24-88

TOTAL NUMBER OF PAGES, INCLUDING COVER LETTER: 3

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL BACK IMMEDIATELY!

Sincerely,

Cindy A. Scanlan

Allen Railroad Contractors, Inc.

SALVAGE AGREEMENT

ARC-FL-0161B
AUGUST 23, 1988

In reference to THE REMOVAL OF BALLAST STONE ALONG THE CSX RAILROAD RIGHT-OF-WAY, from Mattox, Florida to Jacksonville, Florida, contracted by Allen Railroad Contractors, Inc.: NORTHEAST OF HIGHWAY 108 NORTH, NEAR HILLIARD, FL.; ONE MILE .

(Nassau County, Fl.), (now referred to as Buyer) is hereby granted permission to remove the stone, subject to the following conditions:

- 1) The Buyer will supply tools, equipment, supervision, labor, and insurance, and pay all state, local, and federal taxes.
- 2) The Buyer will remove and hold title to all of 1 mile of railroad stone now laying on the right-of-way.
- 3) The Buyer will leave the area surrounding the right-of-way in the same condition as it was prior to the start of this project, other than for removing all ballast stone.
- 4) The Buyer will remove any obstructions put into any drainage-ways on the right-of-way as a result of its activities on the right-of-way.
- 5) The Buyer will start this project no later than September 26, 1988, and be completed no later than January 26, 1989.
- 6) The Buyer agrees to pay Allen Railroad Contractors, Inc. \$3,000.00 for 1 mile or 2,400 tons of ballast stone removed from this segment of the CSX right-of-way @ unit price of \$ 1.25 per ton of ballast stone.
- 7) Balance due is \$3,000.00.
- 8) Payment Date is September 19, 1988.

This agreement supersedes any and all discussions, writings or other contracts issued between Allen Railroad Contractors, Inc. and the Buyer pertaining to this section of right-of-way.

The Buyer hereby releases and will protect; defend, indemnify and save harmless Allen Railroad Contractors, Inc. and its subsidiaries, and its officers, agents and employees, against all claims, liabilities, demands, actions at law or equity, judgments, settlements, losses, damages and expenses of every character whatsoever for injury (including death) sustained by the officers, agents and employees of the Buyer, and for damage to or loss or destruction of property of any kind owned by the Buyer and/or its officers, agents and employees, caused by, resulting from, arising out of, or occurring in connection with the aforementioned agreement.

The Buyer hereby releases and will protect; defend, indemnify and save harmless Allen Railroad Contractors, Inc. and its subsidiaries, and its officers, agents, and employees, against all claims, for injury (including death) sustained by the officers, agents, and employees of Allen Railroad Contractors, Inc. and its subsidiaries, and all other persons whomsoever, and for damage to or loss or destruction of property of any kind by whomsoever owned, caused by, resulting from, arising out of, or occurring in connection with the aforementioned agreement or incidental to or appertaining thereto and caused, in whole or in part, by the fault, failure or negligence of the Buyer and/or its officers, agents and employees.

(ALLEN RAILROAD CONTRACTORS, INC.)

 8/23/88

John F. Claxton, Vice-Chairman, Board of County Commissioners
(NASSAU COUNTY, FL.)