

RECEIVED
1/31/92



Norfolk Southern Corporation
Transportation Department
185 Spring Street, S.W.
Atlanta, Georgia 30303
404 529-1339

O. G. Mills
Superintendent
Georgia Division

January 28, 1992

Ref: 6-9

Mr. John H. Meier
Senior Civic Engineer
Nassau County
2290 South 8th Street
Fernandina Beach, Florida 32034-3056

Dear Mr. Meier:

Enclosed for your records is a fully executed copy of our agreement covering the improvements to the Thomas Creek Road grade crossing near Crawform.

With best wishes,

Sincerely,

A handwritten signature in cursive script that reads "O. G. Mills".

THIS AGREEMENT, made and entered into this 7th day
of January, 1992, by and between

GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY, a Georgia corporation,
hereinafter styled "Railroad", party of the first part; and

NASSAU COUNTY, an instrumentality of government created pursuant to
the laws of the State of Florida, acting by and through its Board of
Commissioners, hereinafter styled "Permittee", party of the second part;

W I T N E S S E T H: That

WHEREAS, Permittee, at its expense, is constructing, reconstructing,
widening or otherwise changing or improving a portion of a public road or
highway known as Thomas Creek Road (hereinafter referred to as "grade
crossing"), upon and across, at grade, the right of way or property and
track(s) of Railroad, at Milepost 246.81-G, at or near Crawford, Florida,
located substantially as shown on the attached print hereinafter referred to;
and

WHEREAS, Permittee has requested Railroad to perform certain work in
connection with the improvement of said grade crossing, all of which Railroad
is willing to do, but upon the terms and conditions hereinafter expressed and
contained;

NOW THEREFORE, the PARTIES HERETO agree as follows:

1. Railroad, to the extent that its title enables it so to do, and
without warranty, hereby grants unto Permittee the right to improve and use
said grade crossing, upon and across, at grade, the right of way or property
and track(s) of Railroad, at or near Crawford, Florida; said grade crossing
being located substantially as shown in hatched lines on print of Drawing No.
TA-91-0233, dated July 29, 1991, attached hereto and made a part of this
agreement; RESERVING, however, unto Railroad the right to continue to maintain,
repair, renew and operate its railroad and appurtenances across said grade
crossing and to construct such additional track(s) and other railroad
facilities across said grade crossing and to maintain, repair, renew and
operate the same as in the judgment of Railroad may be requisite; it being
understood that if Railroad elects or is required to construct any additional
tracks or other structures or facilities thereon, and shall find it necessary
to disturb said grade crossing or any portion of the road or the highway
located within the limits of said right of way in so doing, Permittee will, at
Permittee's own cost and expense, upon notice in writing so to do served upon
it by Railroad, make such changes in said grade crossing or in said road or
highway as may be necessary to accommodate the work of Railroad.

2. Railroad will, for the accommodation of and at the expense of
Permittee, perform the work of constructing and/or improving the portion of
said grade crossing between the rails in said track(s) and to the outside ends
of the crossties on each side thereof, and shall revise, relocate and
reconstruct signal facilities and other railroad facilities in such manner as
may be necessary to this project, and Permittee will pay to Railroad, promptly
upon bill rendered therefor, the actual cost of all work performed by Railroad
in connection with the construction and/or improvement of said grade crossing,
including but not limited to the expenditures herein expressly described. The
cost of said work to be performed by Railroad in connection with said grade
crossing has been estimated to be \$5,700.00, said estimate being attached
hereto and made a part hereof.

3. Permittee will, at its own expense, construct and/or improve said
grade crossing (except the portion thereof to be improved by Railroad as
aforesaid), including all necessary grading and drainage. Upon completion of
the construction and/or improvement of said grade crossing, Permittee will

THIS AGREEMENT, made and entered into this 7th day
of September, 1992, by and between

GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY, a Georgia corporation,
hereinafter styled "Railroad", party of the first part; and

NASSAU COUNTY, an instrumentality of government created pursuant to
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aforesaid), including all necessary grading and drainage. Upon completion of
the construction and/or improvement of said grade crossing, Permittee will

maintain the same at its own expense, and in all respects in accordance with the requirements of Railroad looking to the safe and convenient operation of its said line of railroad.

4. Permittee agrees to indemnify and hold Railroad, and any other corporation controlling, controlled by or under common control with Railroad, harmless from and against all loss, damage, liability or expense arising from injury or loss of life to any person or damage to any property while Permittee is engaged in the work of constructing and/or improving or maintaining said grade crossing across the property and track(s) of Railroad as hereinabove provided.

5. It is agreed that Railroad shall be exempt from any and all charges or assessments of any kind or character on account of the construction and/or improvement or maintenance of said grade crossing within the limits of the right of way or property, or on account of any other thing done or omitted to be done by Permittee in connection therewith.

6. Should the use of said grade crossing be abandoned, then all rights hereby granted to Permittee shall thereupon cease and terminate and Permittee will, at its sole cost and in a manner satisfactory to Railroad, remove the portion of said grade crossing located within the limits of said right of way of Railroad and restore Railroad's property to condition existing prior to the construction and/or improvement or location of said grade crossing within the limits of said right of way; provided Railroad, at its option, may remove the crossing proper within the track area and restore its property and Permittee will, in such event, upon bill rendered pay to Railroad the entire cost incurred by it in such removal and restoration.

7. If future highway traffic conditions require that said grade crossing be protected by automatic signaling devices, or require the

separation of grades at said grade crossing, Railroad will, at the expense of Permittee, install and maintain said signaling devices or construct and maintain such grade separation structures as may be necessary, without contribution by Railroad to the cost of said signaling devices or structures.

8. Permittee, or its contractor, shall maintain the following insurance during all periods of construction, reconstruction, repair or maintenance of said grade crossing:

(a) Comprehensive General Liability Insurance with a limit of not less than a combined single limit of \$2,000,000 each occurrence. Said policy shall include products and completed operations coverage, and explosion, collapse and underground hazard (XCU) coverage. Contractor shall furnish the Permittee, for transmittal to Railroad, a certificate of insurance as evidence that said insurance is in force. In the event any part of the work is sublet, similar insurance shall be required of the subcontractor(s).

(b) Railroad Protective Liability Insurance. Said policy shall name Railroad as the named insured and have a combined single limit of \$2,000,000 each occurrence and \$6,000,000 aggregate. The policy shall be written on "ISO-RMA" (Insurance Service Offices - Railroad Insurance Management Association) Form No. CG 00 35 11 85 and shall include endorsement Form No. CG 28 31 11 85. This policy shall include a description of the work to be performed and a description of the job site that includes Railroad's milepost number(s). Contractor shall furnish Permittee, for transmittal to Railroad, the original insurance policy as evidence that said insurance is in force.

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Evidence of insurance as required above (a certificate of insurance for the comprehensive general liability insurance and the original Railroad Protective Liability Insurance Policy) shall be furnished to Railroad at the following address for approval prior to entry on Railroad's right of way or property:

Georgia Southern and Florida Railway Company
8 North Jefferson Street
Roanoke, Virginia 24042-0022
Attn: Risk Management Dept.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate, each part being an original, as of the day and year first above written.

In presence of:

GEORGIA SOUTHERN AND FLORIDA
RAILWAY COMPANY
By

H. B. Burdette
As to Railroad.

R. E. ...
Vice President.

In presence of:

NASSAU COUNTY, acting by and through
its Board of Commissioners
By

Joey B. Bradley
As to Permittee.

...
Title:

...
County Clerk

R

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GEORGIA SOUTHERN AND FLORIDA
RAILWAY COMPANY

By

W. B. Brundage Vice President.

In presence of:

NASSAU COUNTY, acting by and through
its Board of Commissioners

By

Mr. B. Binkley
Title:

County Clerk

As to Permittee:

John B. Brundage

CRAWFORD, FLORIDA

GEORGIA SOUTHERN & FLORIDA RAILWAY COMPANY

Estimate for cost of work to be done by Railway Company or its contractor for the account of Nassau County in connection with widening and improving the Thomas Creek Road grade crossing at Milepost 246.81-G as shown on plan TA-91-0233.

MATERIAL:

Timber Guards	0.688	MBM	@	\$ 750.00	=	\$ 516
Drive Screw Spikes	96	Each	@	1.50	=	144
Additional Ballast	30	NT	@	6.50	=	195
Crossties, New	24	Each	@	20.00	=	480
Asphalt Paving (Track Area)	24	NT	@	55.00	=	1,320
TOTAL MATERIAL					=	\$ 2,655

LABOR:

Remove Existing Crossing Surface				LS	=	300
Prepare Area for Crossing				LS	=	200
Installing Crossties	24	Each	@	10.00	=	240
Distribute Ballast	30	NT	@	2.50	=	75
Install Timber Guards	16	Each	@	15.00	=	240
Relocate Crossbuck Signs	2	Sets	@	50.00	=	100
Flagmen and/or Watchmen	24	Hrs.	@	13.11	=	315
Composite Payroll Additives						
Direct Labor	82.55%	of	1,470		=	1,213
TOTAL LABOR					=	2,683

EQUIPMENT RENTAL: = 200

ENGINEERING & CONTINGENCIES: = 162

TOTAL ESTIMATED COST = **\$ 5,700**

NOTE: The above estimate does not include the cost of grading, paving except in crossing area, drainage or any necessary alterations to private or public utilities, which items of cost are to be borne by others than the Railroad Company.

Office of Assistant Vice President, Engineering & Planning
Norfolk Southern Corporation
Atlanta, Georgia
Date: July 30, 1991
File: 120-1-3978
PND:sbk/0037a

CRAWFORD, FLORIDA

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TOTAL MATERIAL					=	\$ 2,655

LABOR:

Remove Existing Crossing Surface				LS	=	300
Prepare Area for Crossing				LS	=	200
Installing Crossties	24	Each	@	10.00	=	240
Distribute Ballast	30	NT	@	2.50	=	75
Install Timber Guards	16	Each	@	15.00	=	240
Relocate Crossbuck Signs	2	Sets	@	50.00	=	100
Flagmen and/or Watchmen	24	Hrs.	@	13.11	=	315
Composite Payroll Additives Direct Labor	82.55%	of	1,470		=	1,213
TOTAL LABOR					=	2,683

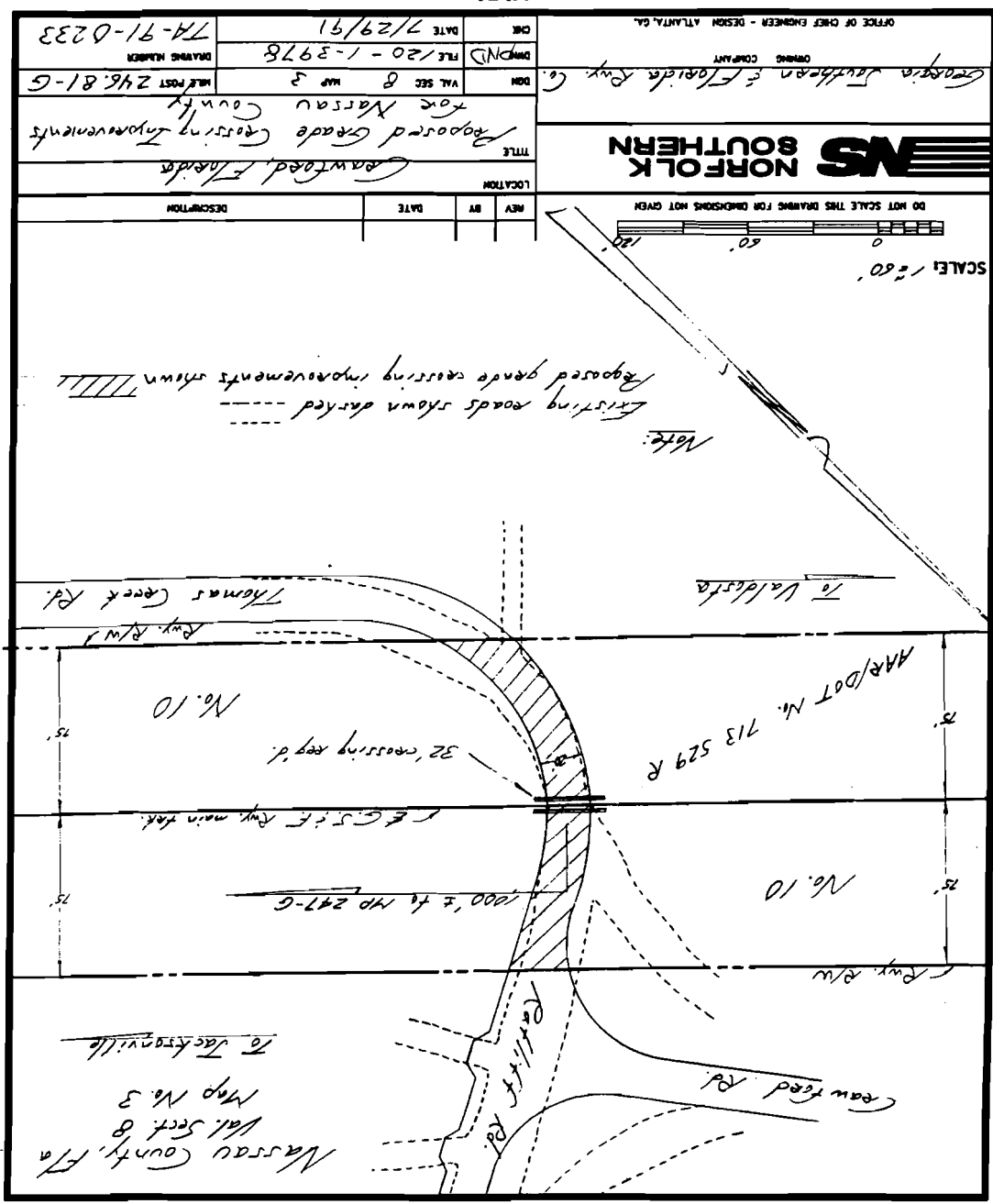
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Office of Assistant Vice President, Engineering & Planning
Norfolk Southern Corporation
Atlanta, Georgia
Date: July 30, 1991
File: 120-1-3978
PND:sbk/0037a



OFFICE OF CHIEF ENGINEER - DESIGN ATLANTA, GA.	
DRIVING COMPANY	Georgia Southern & Florida Rwy. Co.
DRWING	FILE NO. 1-3978
VAL. SEC. 8	MAP 3
MAP POST 246.81-G	
DATE 7/29/91	74-91-0233

REV	BY	DATE	DESCRIPTION

SCALE: 1" = 60'

DO NOT SCALE THIS DRAWING FOR DIMENSIONS NOT GIVEN

NASSAU COUNTY, FLORIDA

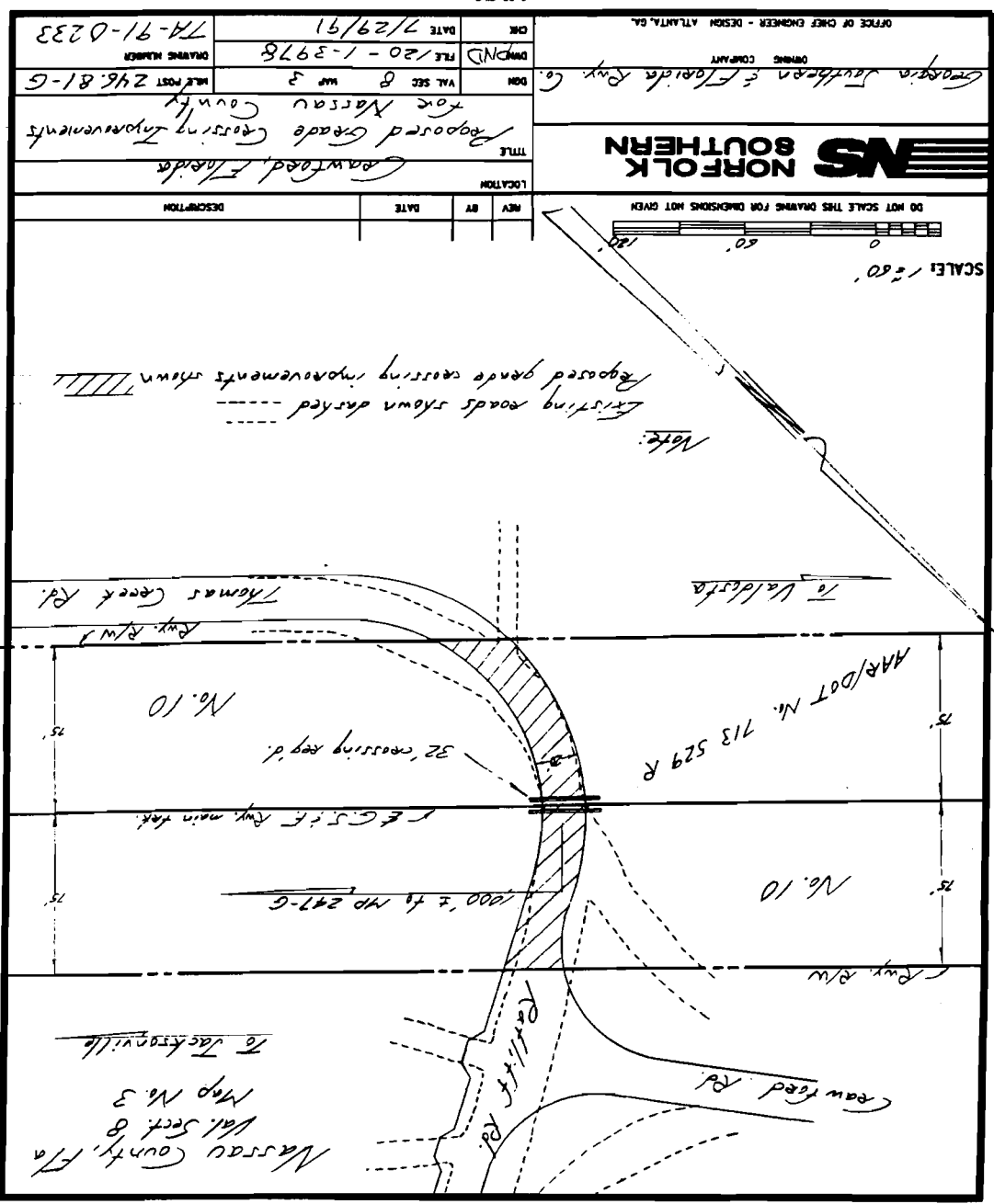
PROPOSED GRADE CROSSING IMPROVEMENTS FOR NASSAU COUNTY

LOCATION: Nassau County, Florida

FIELD BOOK

CADD FILE

SHEET OF



NORFOLK SOUTHERN GEORGIA SOUTHERN & FLORIDA RY. CO. DRAWING DEPARTMENT OFFICE OF CHIEF ENGINEER - DESIGN ATLANTA, GA.	
LOCATION Crawford, Florida	TITLE Proposed Grade Crossing Improvements for Nassau County, Florida
DGN VAL SEC 8 W/P 3 MAP POST 246.81-G	DWG NO FILE 120-1-3978
DATE 7/29/91	CAD FILE 7A-91-0233

REV	BY	DATE	DESCRIPTION

FIELD BOOK SHEET OF

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