



RN 5000 2610

500 Water Street, SC J180  
Jacksonville, FL 32202  
(904) 359-1529  
7539

CSX 026544

NA 38070

CSXT Form 3069 - Page 1  
Revised November 1993

Agreement No.:  
CSX 026544

Sheila W. Bazar  
Director-Property Management  
Property Services

SHORT TERM (INTERIM) LICENSE

APRIL 25, 19 95  
(Date)

TO: CSX TRANSPORTATION, INC. ("CSXT")  
500 Water Street, J180  
Jacksonville, Florida 32202

Application is hereby made by the undersigned, hereinafter designated Licensee, for license of  1,000 SQ. FT. (area) of land, or  \_\_\_\_\_ (area) in building, or  \_\_\_\_\_ linear feet of track, of CSXT (or its subsidiary) located at HILLIARD, FLORIDA (the "Premises"), shown generally on attached Exhibit A, for the sole purpose(s) of PARKING RECYCLING CONTAINERS.

In consideration of the grant of this Interim License, pending formal Lease negotiations, Licensee covenants and agrees as follows:

1. Licensee shall not use said Premises for any purpose other than that specified herein. Licensee shall not assign this License or suffer or permit any other person or corporation to use said Premises.

2. Upon execution of this License, Licensee shall pay CSXT the sum of \$ 120<sup>00</sup> for the privilege of occupying the Premises for a period of TWO YEARS, commencing MAY 1, 1995 and ending APRIL 30, 1997, at which time this Interim License and all rights of Licensee shall automatically expire. If Licensee and CSXT have not entered into a formal lease by such expiration time, and Licensee wishes to continue use of the Premises, CSXT, at its option, may extend this License for an additional specified period, upon receipt of written request from Licensee prior to said expiration and upon payment by Licensee of the additional license fee specified by CSXT.

3. Licensee shall not make, erect or perform construction on the Premises without separate prior written consent of CSXT. Any partitions, structures or other equipment necessary in connection with the use of the Premises by Licensee shall be provided by and at the sole expense of Licensee. Upon vacating said Premises, Licensee shall remove said partitions, structures and equipment, in a manner satisfactory to CSXT, and at Licensee's sole cost and expense.

4. Licensee hereby assumes and agrees to defend, indemnify and save harmless CSXT, its successors and assigns, from and against ALL loss, costs, expense, claims, suits and judgments, including attorneys' fees, in connection with injury to or death of ANY person(s), or loss of or damage to ANY property (including the Premises, goods or freight of Licensee or any other party), regardless of cause, if in any way connected with Licensee's use of the Premises, or in any way connected with Licensee's use of CSXT's adjoining premises ancillary to Licensee's use of the Premises (for ingress and egress, parking, storage, loading and unloading of materials and supplies, etc.), regardless of the cause of such injury, death, loss or damage, including fire or insurable hazard or any joint or concurring negligence of CSXT.

5. Notwithstanding any other provisions herein, Licensee agrees to indemnify and hold harmless CSXT from all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of: (a) Licensee's transfer, storage, loading or unloading of hazardous materials, substances or wastes on, onto or off of the Premises; (b) any incident resulting in the pollution of air, water, land and/or groundwater on or off the Premises, arising from or in connection with the grant of this License or the use by Licensee of the Premises, or from other activity of Licensee on or adjacent to the Premises; and (c) any claim or liability (including civil, administrative or criminal fines, response and/or remediation costs), arising under federal or state law dealing with the pollution of air, water, land and/or groundwater, involving Licensee's use of the Premises or any adjacent lands of Licensor.

6. Licensee assumes entire responsibility for and shall save harmless CSXT, its successors and assigns, from any and all loss and expense on account of damage to the Premises of CSXT (building space, land or track) resulting from overloading said building or abuse of said space, land or track.

7. Unless terminated as provided elsewhere herein, either of the parties hereto may terminate this License, by giving ten (10) days written notice to the other, with or without cause and regardless of performance or nonperformance of any covenants or agreements contained herein.

8. This License shall also terminate upon subsequent execution by the parties hereto of a Lease, Land Lease, Track Lease, or other occupation agreement for the subject Premises.

Witness(es):

x Joyce S. Dudley  
x Margie J. Armstrong

Licensee: COUNTY OF NASSAU, FLORIDA

By: [Signature]

Print Name: Jimmy L. Higginbotham

Print Title: Chairman, Board of County Commissioners

Mailing Address: Post Office Box 1010  
Fernandina Beach, FL 32034  
(904) 321-5770

Approved and made effective as of this  
8th day of May, 1995.

Witness:

CSX TRANSPORTATION, INC.

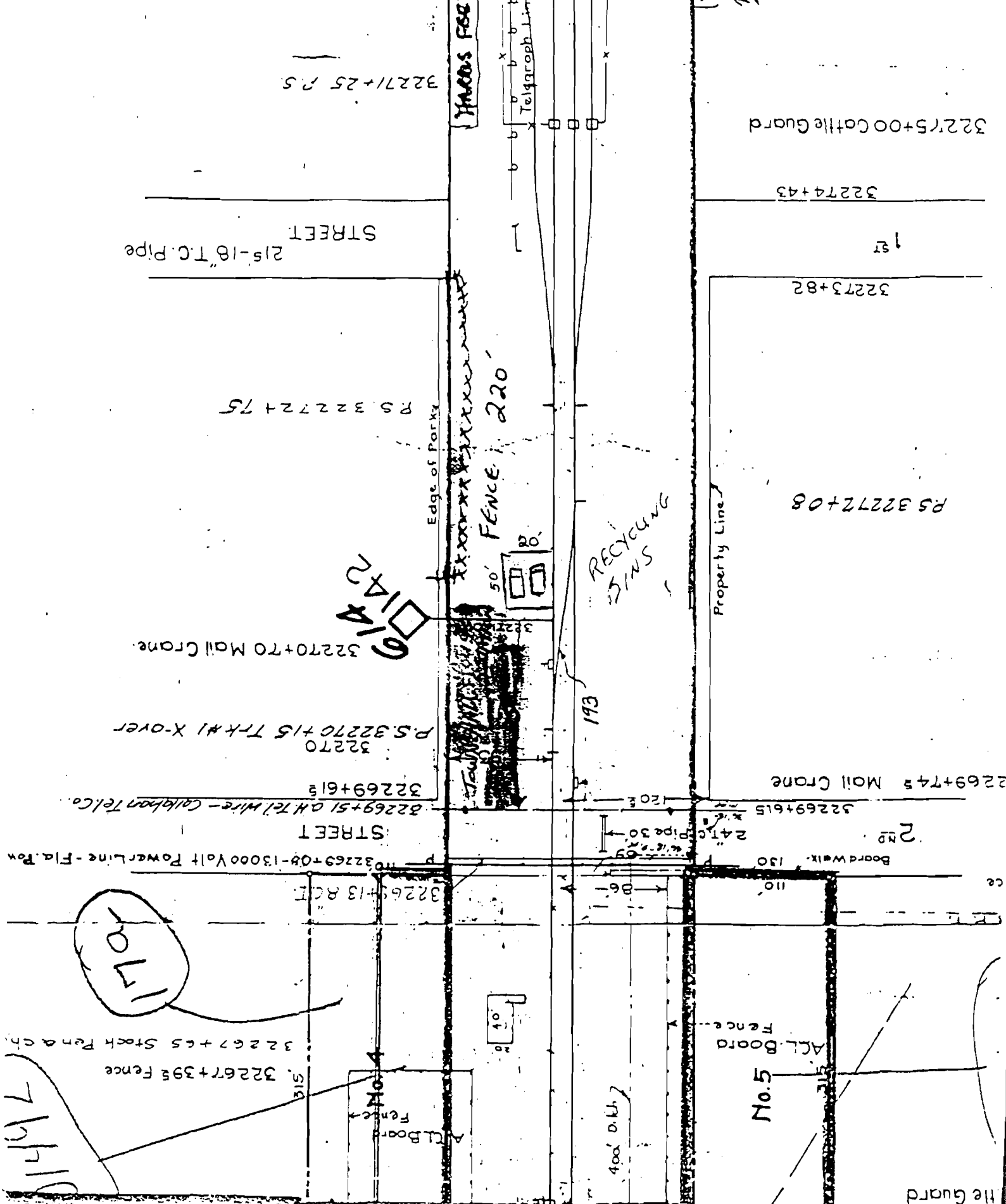
[Signature]

By: [Signature]

Print Title: Director - Property Management

Print Name: \_\_\_\_\_

cc: CSXT Division Engineer \_\_\_\_\_



32275+00 Cattle Guard

32274+43

1st

32273+82

R5 32272+08

Property Line

2269+74 5 Mail Crane

32269+615

2nd

24" C. Pipe 30'

Board Walk 150'

110'

ALL BOARD FENCE

No. 5

The Guard

32271+25 P.S.

HAWK'S FEED

Telgraph Line

STREET

215-18" T.C. Pipe

R5 32272+75

Edge of Park

FENCE 220'

RECYCLING TINS

50'

32270+70 Mail Crane

32270

P.S. 32270+15 T.K.#1 X-over

32270

32269+615

32269+51 A.H. Tel. Wire - Calhoun Tel. Co.

STREET

32269+08-13000 Volt Power Line - Fla. Box

32269+13 R.C.T.

32267+39 5 Fence

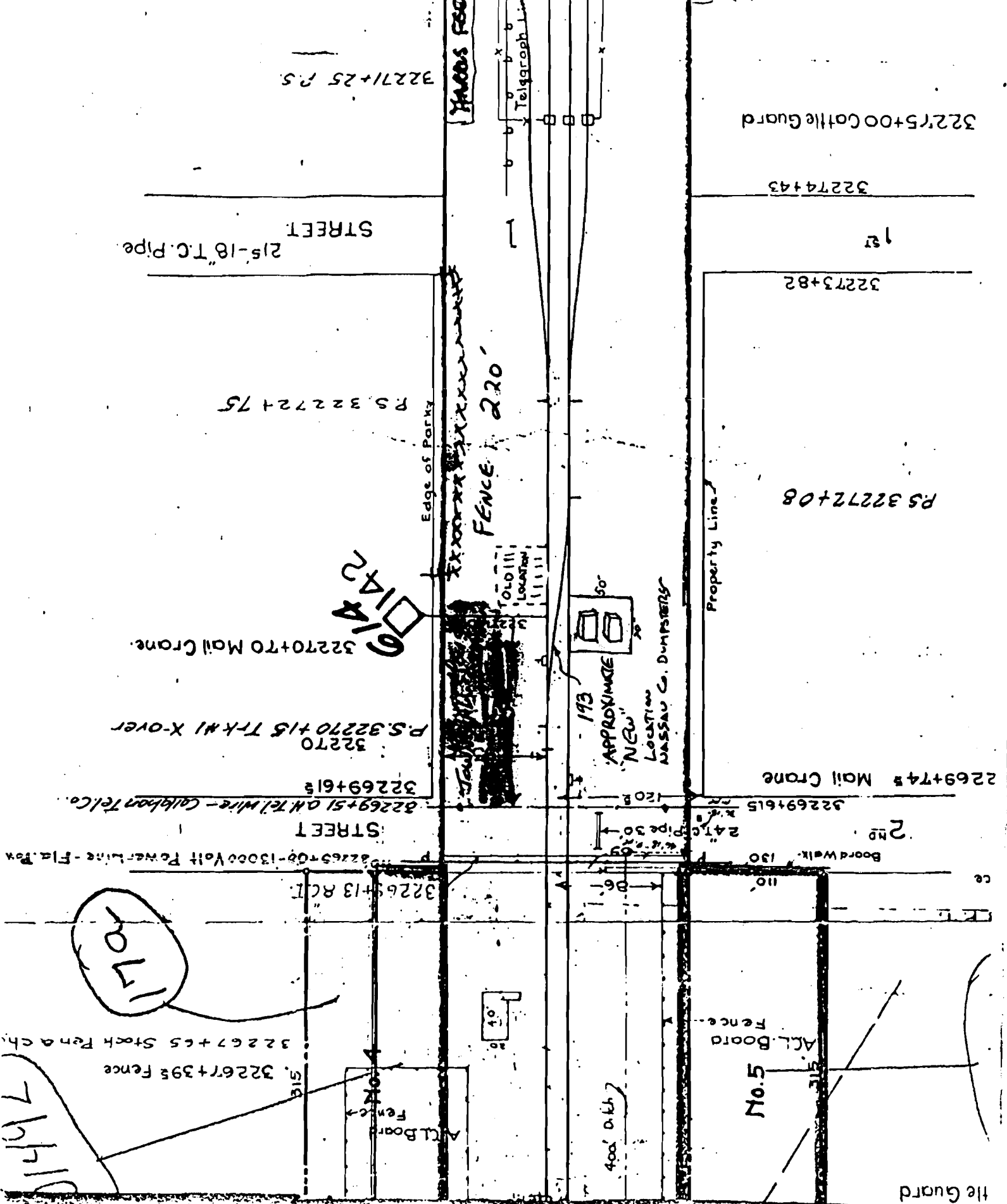
32267+65 Stock Pen A.C.H.

No. 4  
ALL BOARD FENCE

400' O.K.H.

7/6/71

1071



32271+25 P.S.

32275+00 Cattle Guard

32274+43

1st

32273+82

RS 32272+08

STREET  
215-18" T.C. Pipe

RS 32272+75

Edge of Parky

FENCE 220'

32270+70 Mail Crone

6/14/21

32270  
P.S. 32270+15 T.K.M. X-OVER

APPROXIMATE  
"NEW"  
LOCATION  
NASSAU C. DUMPSTERS

2269+74 Mail Crone

32269+51 OH Tel. Wire - Calhoun Tel. Co.

STREET

32269+615

32269+00-13000 Volt Power Line - Fla. Box

Board Walk 130'

32269+13 RCL

17071

32267+65 Stock Pen a ch

32267+395 Fence

ACT. Board Fence

ACT. Board Fence

No. 5

400' alk

the Guard

7/6/71

(MGR., LEASehold ADvTS)

KENNETH J. SZILLO

Sincerely,  
/s/ Kenneth J. Szillo

Enclosed is a copy of the "news" dumpster location. Please retain this map with your contract. I have also placed a copy of the map in with your contract here at CSX. Thank you for your cooperation during the post arrival weeks.

Mr. Higginbotham,

June 16, 1995