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Jon W. Wollenzien
Principal Engineer Public Improvements
Engineering Dept., J-350

CSXT Right of Entry Agreement
August 11, 1999

Mr. Jack D'Amato
Public Works Director
Nassau County Public Works Dept.
2290 State Road 200
Fernandina Beach, FL 32034-3056

Rm

Subject: Callahan and Hilliard, Nassau County, Florida; Widening and re-paving of CR 108 along CSXT Right-of-Way

This has reference to the need of the Nassau County to enter the property of CSX Transportation, Inc., hereinafter called "Railroad", to perform road widening and re-paving of CR 108, hereinafter called "Work", in connection with the subject Project.

Railroad hereby grants to the Nassau County or its duly authorized representative, hereinafter called "Agency", the right and permission to enter upon Railroad's property for the purpose of performing said Work as outlined in Agency's request, dated August 10, 1999, and made a part hereof by reference, subject to the terms, conditions and provisions hereinbelow set forth:

1. The Work shall be performed at the entire cost and expense of Agency, in accordance with good and sound engineering practices, to the satisfaction of Railroad's Division Engineer, or his duly authorized representative, and in a manner to avoid accidents and damages or unnecessary delays to or interference with train traffic of Railroad.
2. Agency or Agency's contractor shall notify Railroad's Division Engineer, Mr. A. W. Ferguson (904) 245-1257 or his representative, Mr. D. L. Moss (912) 287-4634 at least 72 hours before proceeding with the Work on Railroad property and shall abide by the instructions of said Division Engineering representative, insofar as the safety of the Railroad is concerned.
3. No equipment of Agency, or of its contractor, shall be placed and operated, nor Work permitted to be performed at a distance closer than eighteen (18) feet from the center of any track, unless prior arrangements have been made with the Division Engineer for flagging protection. Equipment shall be moved across the Railroad's track(s) only at a public crossing, unless prior arrangements have been made with said Division Engineer. All precautions must be taken by Agency and its contractor to avoid interference with or damage to Railroad's signal and communication facilities during the course of said Work.

APPROVED

DATE 9/27/99 *JWW*

4. Railroad shall furnish such personnel, flagman or watchman, which in Railroad's opinion may be necessary to protect the facilities and traffic of Railroad during the performance of said Work. Agency, or its contractor, shall reimburse Railroad promptly for the actual cost of said services, including all applicable surcharges, upon receipt of bill or bills therefor.
5. Agency hereby assumes risk of and agrees to indemnify, defend, protect and save Railroad harmless from and against:
 - a.) injury to or death of any person or persons whomsoever, including but not limited to the agents, servants or employees of the parties hereto, or
 - b.) the loss or damage to any property whatsoever, including property owned or in the care, custody or control of Railroad, and
 - c.) all claims, demands, suits, judgments or expenses incurred in connection therewith; resulting from or arising out of the sole or concurring negligent or willful acts or omissions of Agency, or its agents, servants or employees, in the performance or execution of the Work performed under this right-of-entry or incidental thereto.
6. Agency shall carry Public Liability or Commercial General Liability Insurance, covering Agency's direct and assumed or contractual liability, including liability assumed under this right-of-entry letter Agreement. Coverage of not less than Two Million dollars (\$2,000,000.00) Combined Single Limit per occurrence for personal injury and property damage is recommended to Agency as a prudent minimum to protect Agency in connection with liability assumed hereunder. Agency shall provide a Certificate of Insurance naming Railroad as Certificate Holder, the Certificate of Insurance to be sent to Railroad with return of the signed duplicate original of this right-of-entry letter.
7. Agency hereby agrees to pay Railroad a construction risk fee in the amount of one thousand five hundred (\$1500.00) dollars, and is thereby relieved of any obligation to purchase Railroad Protective Insurance for the benefit of Railroad for operations covered by this letter agreement. Agency shall send Railroad its check for the above amount, payable to Railroad, with return of the signed original of this right-of-entry letter.
8. Agency shall or shall require its contractor to, promptly notify said Division Engineering representative of any loss, damage, injury or death arising out of or in connection with said Work to be performed.

- 9. It is understood and agreed that, upon completion of said Work, Railroad's property shall be left in a condition satisfactory to Railroad's Division Engineer or his duly authorized representative.
- 10. All personnel working on Railroad's right-of-way must comply with the Railroad's safety rules and requirements to include, without exception, the wearing of hard hats and approved safety shoes and glasses. Anyone not in compliance with these rules and regulations will be asked to leave Railroad property.
- 11. This right-of-entry and the permission conferred and the license granted by it does not constitute a grant of permanent easement and shall terminate upon completion of the Work or at midnight, October 15, 1999, whichever occurs first, unless extended in writing by Railroad.

If the provisions and terms of the right-of-entry granted by this letter are acceptable to the Agency, please have an authorized official sign both copies in the space provided below and return **both**, along with the required risk fee and insurance certificate(s) as outlined in Item numbers 6 & 7, to the undersigned. Once required fee and/or certificates are received, fully executed agreement will be returned for your files.

Sincerely,

Jon Wollenzien
Principal Engineer Public Improvements
CSX Transportation, Inc.

ACCEPTED: Nassau County

By: J. H. Cooper

Title: Chairman

Date: 9/27, 1999

ATTEST:

J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

Approved as to Form by the
Nassau County Attorney

Michael S. Mullin
Michael S. Mullin



Nassau County Public Works Department

2290 State Road 200
Fernandina Beach, Florida 32034-3056

Jack D'Amato, Jr., PE
Director of Public Works

Gary R. Larson, CBO
Building Official

Douglas Correia
Senior Planner

Dennis Close
Road & Bridge Superintendent

MEMORANDUM

RECEIVED
8/27/99

TO : Mr. Mike Mullin, County Attorney
FROM : Dawn Stevenson, Engineering Department
DATE : August 24, 1999
SUBJECT : CR 108 Roadway Improvements
Right of Entry Permit from CSX

(98)

Please review the attached document sent to us from CSX allowing the right of entry prior to the railroad crossing agreements being processed by RS&H and CSX's engineers.

Please advise whether or not conditions and fees should be agreed to.

Thank you for your assistance in this matter.

O. h. pub
in agenda
9/21/99



Nassau County Public Works Department

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August 10, 1999

Ms. Melissa McPherson
CSX Transportation
4901 Belfort Road, Suite 130
Jacksonville, Florida 32256

Re: Right of Entry into CSX Right-of-way
Hilliard & Callahan, Florida – Nassau County

Dear Mr. Wollenzein,

As you are aware, Nassau County is currently in the process of widening and re-paving CR 108. Your right-of-way crosses the construction site in two locations, Hilliard, Florida and Callahan, Florida.

Nassau County intends to tie into an existing drainage ditch, which runs underneath the railroad tracks. All widening and re-paving of the roadway will take place outside of CSX right-of-way. All construction in this area should be within 5 feet of CSX rail road tracks. Work will commence as soon as possible, continue approximately 3 to 4 weeks and will be performed by J.B. Coxwell Contracting, Inc.

Reynolds, Smith & Hills, Inc. has submitted to you a rail road crossing agreement. However, due to time constraints, Nassau County hereby requests that CSX Transportation grant the county right of entry in order to commence work within CSX right-of-way within Callahan, Florida while all formal paperwork is being processed.

Please contact our office at your earliest convenience as to your response to our request. If you have any questions or need any additional information regarding this matter please feel free to contact Dawn Stevenson, Pat Gilroy or myself at (904) 491-3606.

Sincerely,

A handwritten signature in cursive script that reads "Jack J. D'Amato". To the right of the signature is a circular stamp containing the initials "ES".

Jack J. D'Amato, P.E.
Public Works Director

cc: File