#### RESOLUTION RATIFYING MAINTENANCE AGREEMENTS

WHEREAS, on October 30, 1972, the Board of County Commissioners of Nassau County, Florida, accepted and entered into a maintenance agreement between THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, the COUNTY OF NASSAU, and GEORGIA SOUTHERN & FLORIDA RAILWAY COMPANY, copy of said agreement attached hereto and marked Exhibit "A", and also a maintenance agreement between THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, the COUNTY OF NASSAU, and SEABOARD COAST LINE RAILROAD COMPANY, copy of said agreement attached hereto and marked Exhibit "B", and

WHEREAS, this Board has determined it proper and to the best interest of all parties concerned that it confirm and ratify said maintenance agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, that said maintenance agreements be, and they are hereby accepted, and by copy of this Resolution and maintenance agreements attached, made a part of the official minutes of this Board.

ADOPTED, this 9th day of January, A. D. 1973.

BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA.

David H. Buchannan, As Its Chairman

Officio Clerk

#### MEMORANDUM OF AGREEMENT

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This Agreement, made and entered into this \_\_\_\_\_ day of , 1972, between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereafter called the "Department"; the COUNTY OF NASSAU , a political subdivision of the State of Florida acting by and through its Board of County Commissioners, hereinafter referred to as the "County" (or the separate board or local agency exercising the powers and performing the duties relating to transportation facilities, roads and bridges usually exercised and performed by the Board of County GEORGIA SOUTHERN & FLORIDA Commissioners); and RAILWAY COMPANY , a corporation organized and existing under the laws of GEORGIA with its principal place of business in the City of \_\_\_\_\_ATLANTA County of FULTON , State of GEORGIA , hereinafter called the "Company";

#### WITNESSETH

WHEREAS, the Department and the Company have heretofore entered into railroad reimbursement agreement(s) pertaining to the railroad crossings located in <u>NASSAU</u> County described in detail in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, the 1971 session of the Florida Legislature amended § 206.60(2)(b) to provide for the return to the counties that portion of the Seventh Cent Gasoline Tax which presently goes to the Department and assigned the responsibility for maintaining roads in the Secondary Road System to the County or to the separate board or local agency exercising the powers and performing the duties relating to transportation facilities, roads and bridges usually exercised and performed by the Board of County Commissioners; and

WHEREAS, § 335.041 of the Florida Statutes requires that the maintenance of the roads, streets or highways and municipal connections, lengths and extensions thereof constructed or reconstructed with funds accruing to the Division of Road Operations of the Department for use in the various counties for the Fifth, Sixth and Seventh Cent Gasoline Tax funds, shall be determined by a

# EXHIBIT "A"

cooperative agreement between the Board of County Commissioners and the Division of Road Operations; and

WHEREAS, the Department and the County have heretofore on the 28th day of JUNE , 1971, entered into an agreement whereby the County undertook the maintenance of all roads within the county presently on the State Secondary Road System; and

WHEREAS, the parties desire that the Company provide suitable, safe and adequate crossing and signal maintenance work at the railroad crossings listed in Exhibit A and that the County rather than the Department reimburse the Company for such work as long as the County continues to be responsible for the maintenance of all roads within the county presently under the State Secondary Road System in accordance with the legislative intent expressed in § 206.60(2)(b) of the Florida Statutes;

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants contained herein, the parties agree as follows:

1. The Company shall be responsible for the maintenance costs of all trackbeds and rail components plus any highway roadbed for the width of the rail ties within the crossing area. The County shall be responsible for the maintenance costs of the highway roadbed outside of the railway ties. It is expressly understood and agreed that the Company may, at its option and upon notification to the County, perform such periodic maintenance work and bill the County directly for costs thus incurred that are the responsibility of the County.

2. Automatic crossing signals and/or other protective devices shall continue to be operated and maintained by the Company as long as said Company or their successor or assigns shall operate the automatic grade crossing signals and/or other protective devices, or until it is agreed between the parties hereto that the signals are no longer necessary at said grade crossing, or until the said crossing is abandoned, or other legal requirements made which shall cease operation and maintenance of signals thereat. The County will participate in the cost of maintaining the grade crossing protective devices that are the subject of this Agreement in the amount of fifty percent (50%) of the cost enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Protective Devices attached hereto and by this

reference made a part hereof as long as said devices are located on the State-Maintained Highway System. If the crossing protective devices installed and/or modified are no longer required at the point of installation they may be removed to another location, as agreed upon and at the expense of the parties hereto. The Company expressly agrees to indemnify and hold harmless the Department and/or the County against each and every claim, demand or cause of action that may be made or come against the Department and/or the County by reason of or any way arising out of any defect, imperfection, failure to repair, or failure to maintain, done, suffered, or permitted in or about such protective devices, and also every claim, demand or cause of action against said Department and/or County by reason of any liability that is or may be imposed on the Department and/or the County under the laws of this State because of its participation in the cost of such maintenance or because such crossing may be included within the State Highway System, on account of any such defect, imperfection, or failure to repair or maintain, done, suffered, or permitted in or about said crossing or crossing protective devices, or on account of any action or omission on the part of the Company in or about the same.

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3. The County will bear the cost of all temporary and permanent changes made necessary in the Company's signal wire line or other facilities, and in the wire line facilities of the Western Union Telegraph Company on Company's right-of-way occasioned by future construction of said crossing and the occupancy of the Company's property.

4. All labor, services, material and equipment furnished by the Company in carrying out the work to be performed hereunder shall be billed by the Company directly to the County. Separate records as to the costs of contract bid items and force account items performed for the Company shall also be furnished by the Company to the County.

5. It is specifically agreed by and between the County and the Company that the County shall receive fair and adequate credit for any salvage, which shall accrue to the Company as a result of the above adjustment work.

6. Should the use of said crossing be abandoned, then all rights hereby granted to Department and County shall thereupon cease

and terminate and the County will, as its sole cost and in a manner satisfactory to the Company, remove the crossing and restore Company's property to the condition previously found, provided the Company may, at its option, remove the said crossing and restore its property, and the County will, in such event, upon bill rendered, pay to the Company the entire cost incurred by it in such removal and restoration.

7. The Company covenants to indemnify, defend, save harmless and exonerate the Department and the County from all liability, claims and demands arising out of the work undertaken by the Company pursuant to this Agreement, due to the negligent actions, delays or omissions done or committed by the Company, its subcontractors, employees, agents or representatives; excepting, however, any loss, damage or injury arising out of or caused by the negligent actions, delays or omissions done or committed by the Department or the County, their subcontractors, employees, agents or representatives, which loss, damage or injury shall be borne by the Department and/or the County except as otherwise covered by bonds or insurance.

The parties agree, and by this Agreement do hereby terminate the agreement(s) entered into between the Department and the Company by which the Department undertook to reimburse the Company for maintenance of the railroad crossings listed in Exhibit A. It is expressly understood and agreed by the parties hereto that the responsibility undertaken by the Department in the agreement(s) terminated herein has been assumed as of October 1, 1971, by the County.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed by their duly authorized officers, and their official seals, hereto affixed, the day and year first above written.

> STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

WITNESS:

BY:

ATTEST:

Director of Administration

As to the Department

Executive Secretary

(SEAL)

WITNESS: nstron the As to County

2.00

COUNTY NASSAU 1 L. BY: ATTEST: R 1 23 (SEAL)

	GEORGIA	SOUTHERN	AND	FLO	RIDA	
COMPANY	RAILWAY	COMPANY				

BY: Vice President

ATTEST:

(SEAL)

Examined and Approved

date

Division Engineer Federal Highway Administration

BY:\_\_\_\_

Approved as to Form, Legality

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Assistant Attorney

As to the Company

and Execution



REUBIN O'D. ASKEW GOVERNOR

DIVISION DIRECTORS

JAY W. BROWN ...... Road Operations ..... Mass Transit O RAY G. L'AMOREAUX ..... Planning and Programming TOM WEBB, JR. .... Administration .... Mass Transit Operations

September 28, 1972

Division of Road Operations

Mr. J. W. Jones, Chairman Board of County Commissioners Nassau County Courthouse Fernandina Beach, Florida 32034

Dear Sir:

#### SECONDARY ROAD MAINTENANCE - 335.041 RAILROAD CROSSINGS & CROSSING PROTECTIVE DEVICES

House Bill 1681 amended Section 206.60(2)(b) to provide for the return to the County of that portion of the seventh cent gas tax, formerly assigned to the Department; and additionally made possible the assignment of responsibility for maintaining roads on the Secondary System to the County. On the basis of this amendment and Statute 335.041, Nassau County executed an agreement(s) with the Department of Transportation on June 28, 1971, providing for this transfer of responsibility.

The enclosed tri-party agreement is to transfer former Department obligations at specified Seaboard Coast Line Railroad Company crossings to the County in keeping with the commitments already assumed pursuant to Legislative authorization. Your handling for execution of the enclosure by the County, thereafter returning all documents to this office will be appreciated. The County's fully executed counterpart will be furnished following final approval by the Railroad and the Department.

The crossings referred to in the enclosure have, in certain instances, already been involved with maintenance activities; therefore, your special handling at the earliest opportunity is most important.

Sincerely yours,

E. M. Salley, P. E. State Utility Engineer

EMS/pm

Enclosure

cc: Mr. Richard L. King, County Engineer, w/attached crossing list Mr. T. B. Hutcheson, Asst. Vice Pres., SCL, w/attached crossing list Mr. Jeff Dobson, General Counsel

Mr. J. D. Ward, District Engineer

Attention: District Utility Engineer, w/crossing list

EXHIBIT "B"

#### MEMORANDUM OF AGREEMENT

This Agreement, made and entered into this \_\_\_\_ day of , 1972, between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereafter called the "Department"; the COUNTY OF NASSAU , a political subdivision of the State of Florida acting by and through its Board of County Commissioners, hereinafter referred to as the "County" (or the separate board or local agency exercising the powers and performing the duties relating to transportation facilities, roads and bridges usually exercised and performed by the Board of County Commissioners); and SEABOARD COAST LINE RAILROAD COMPANY, a corporation organized and existing under the laws of VIRGINIA with its principal place of business in the City of JACKSONVILLE .\_\_\_, State of \_\_\_\_\_ FLORIDA County of DUVAL hereinafter called the "Company";

# WITNESSETH

WHEREAS, the Department and the Company have heretofore entered into railroad reimbursement agreement(s) pertaining to the railroad crossings located in <u>NASSAU</u> County described in detail in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, the 1971 session of the Florida Legislature amended  $\hat{g}'$  206.60(2)(b) to provide for the return to the counties that portion of the Seventh Cent Gasoline Tax which presently goes to the Department and assigned the responsibility for maintaining roads in the Secondary Road System to the County or to the separate board or local agency exercising the powers and performing the duties relating to transportation facilities, roads and bridges usually exercised and performed by the Board of County Commissioners; and

WHEREAS, § 335.041 of the Florida Statutes requires that the maintenance of the roads, streets or highways and municipal connections, lengths and extensions thereof constructed or reconstructed with funds accruing to the Division of Road Operations of the Department for use in the various counties for the Fifth, Sixth and Seventh Cent Gasoline Tax funds, shall be determined by a

EXHIBIT B"

cooperative agreement between the Board of County Commissioners and the Division of Road Operations; and

WHEREAS, the Department and the County have heretofore on the <u>28th</u> day of <u>JUNE</u>, 19<u>71</u>, entered into an agreement whereby the County undertook the maintenance of all roads within the county presently on the State Secondary Road System; and

WHEREAS, the parties desire that the Company provide suitable, safe and adequate crossing and signal maintenance work at the railroad crossings listed in Exhibit A and that the County rather than the Department reimburse the Company for such work as long as the County continues to be responsible for the maintenance of all roads within the county presently under the State Secondary Road System in accordance with the legislative intent expressed in § 206.60(2)(b) of the Florida Statutes;

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants contained herein, the parties agree as follows:

1. The Company shall be responsible for the maintenance costs of all trackbeds and rail components plus any highway roadbed for the width of the rail ties within the crossing area. The County shall be responsible for the maintenance costs of the highway roadbed outside of the railway ties. It is expressly understood and agreed that the Company may, at its option and upon notification to the County, perform such periodic maintenance work and bill the County directly for costs thus incurred that are the responsibility of the County.

2. Automatic crossing signals and/or other protective devices shall continue to be operated and maintained by the Company as long as said Company or their successor or assigns shall operate the automatic grade crossing signals and/or other protective devices, or until it is agreed between the parties hereto that the signals are no longer necessary at said grade crossing, or until the said crossing is abandoned, or other legal requirements made which shall cease operation and maintenance of signals thereat. The County will participate in the cost of maintaining the grade crossing protective devices that are the subject of this Agreement in the amount of fifty percent (50%) of the cost enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Protective Devices attached hereto and by this

reference made a part hereof as long as said devices are located on the State-Maintained Highway System. If the crossing protective devices installed and/or modified are no longer required at the point of installation they may be removed to another location, as agreed upon and at the expense of the parties hereto. The Company expressly agrees to indemnify and hold harmless the Department and/or the County against each and every claim, demand or cause of action that may be made or come against the Department and/or the County by reason of or any way arising out of any defect, imperfection, failure to repair, or failure to maintain, done, suffered, or permitted in or about such protective devices, and also every claim, demand or cause of action against said Department and/or County by reason of any liability that is or may be imposed on the Department and/or the County under the laws of this State because of its participation in the cost of such maintenance or because such crossing may be included within the State Highway System, on account of any such defect, imperfection, or failure to repair or maintain, done, suffered, or permitted in or about said crossing or crossing protective devices, or on account of any action or omission on the part of the Company in or about the same.

3. The County will bear the cost of all temporary and permanent changes made necessary in the Company's signal wire line or other facilities, and in the wire line facilities of the Western Union "Telegraph Company on Company's right-of-way occasioned by future construction of said crossing and the occupancy of the Company's property.

4. All labor, services, material and equipment furnished by the Company in carrying out the work to be performed hereunder shall be billed by the Company directly to the County. Separate records as to the costs of contract bid items and force account items performed for the Company shall also be furnished by the Company to the County.

5. It is specifically agreed by and between the County and the Company that the County shall receive fair and adequate credit for any salvage, which shall accrue to the Company as a result of the above adjustment work.

6. Should the use of said crossing be abandoned, then all rights hereby granted to Department and County shall thereupon cease

and terminate and the County will, as its sole cost and in a manner satisfactory to the Company, remove the crossing and restore Company's property to the condition previously found, provided the Company may, at its option, remove the said crossing and restore its property, and the County will, in such event, upon bill rendered, pay to the Company the entire cost incurred by it in such removal and restoration.

7. The Company covenants to indemnify, defend, save harmless and exonerate the Department and the County from all liability, claims and demands arising out of the work undertaken by the Company pursuant to this Agreement, due to the negligent actions, delays or omissions done or committed by the Company, its subcontractors, employees, agents or representatives; excepting, however, any loss, damage or injury arising out of or caused by the negligent actions, delays or omissions done or committed by the Department or the County, their subcontractors, employees, agents or representatives, which loss, damage or injury shall be borne by the Department and/or the County except as otherwise covered by bonds or insurance.

The parties agree, and by this Agreement do hereby terminate the agreement(s) entered into between the Department and the Company by which the Department undertook to reimburse the Company for maintenance of the railroad crossings listed in Exhibit A. It is expressly understood and agreed by the parties hereto that the responsibility undertaken by the Department in the agreement(s) terminated herein has been assumed as of October 1, 1971, by the County.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed by their duly authorized officers, and their official seals, hereto affixed, the day and year first above written.

BY:

WITNESS:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

As	to	the	Department

ATTEST:

Director of Administration

Executive Secretary

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(SEAL)

NASSAU WITNESS: COUNTY BY: 00 Л( onC ATTEST: (SEAL) to the County As SEABOARD COAST LINE RAILROAD COMPANY COMPANY h BY: Vice President ATTEST: (SEAL) As to the Company Approved as to Form, Legality and Execution STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION Examined and Approved date BY: Assistant Attorney, Division Engineer Federal Highway Administration

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# RAIL-HIGHWAY GRADE CROSSINGS ON SECONDARY ROADS MAINTAINED IN COUNTIES

想,

SEABOARD COAST LINE RAILROAD COMPANY

NASSAU COUNTY

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	<u> </u>		<u> </u>
County	5. R.	S. L. D.	R. R.
Section	No.	M. P.	M. P.
74501	S-15-A	800.00	661.00
74510	108	10.554	624.00
74520	108	08.337	614.00
74520	108	22.002	032.00
74520	108	24.811	607.47
74540	107	00.261	040.00
74550	121	33.985	608.21
74570	115	16.277	624.00
74590	119	05.730	007.00
74600	S-200-A	00.384	<b>0</b> 36.00
74600	S-200-A	04.479	039.00
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DIVISION OF ROAD OPERATIONS RAILROAD GRADE CROSSING PROTECTIVE DEVICES

YTNUO:	SECTION	UTILITY JOB NO.	STATE ROAD NO.	<b>COÚNTY NAME</b>	PARCEL & R/W JOB NO.	FAPNO.
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. /	A. JOB DI	ESCRIPTION.		· ·		
f	<b>Α.</b> ΙΟΦ.ΟΙ	ESUMITION:				
Ε	B. TYPE (	TYPE OF ROADWAY FACILITY:				
(	C. RAILR	RAILROAD MILE POST TIE: DOT STA./SLD M.P				
I	D. TYPE (	CROSSING PROP	OSED:	•	INDEX:	

E. CLASSIFICATION CROSSING PROTECTIVE DEVICES: \_CLASS\_

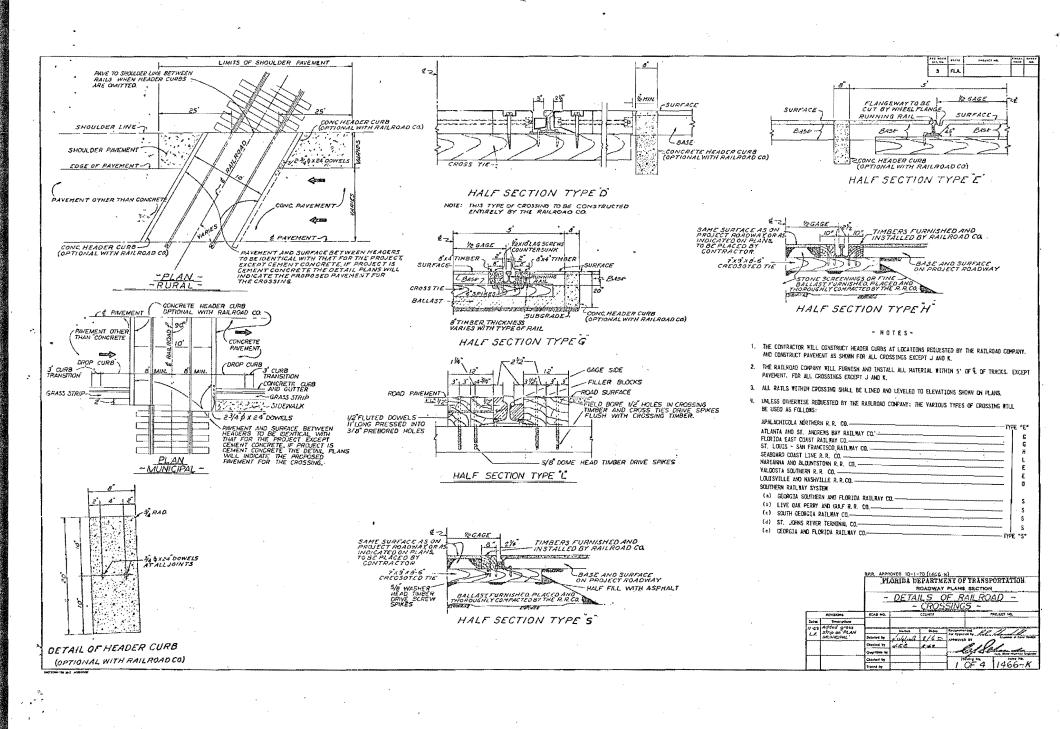
FORM 722-48 . 3-71 PAGE 1 OF 1

## SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING PROTECTIVE DEVICES

i	Annual Maintenance Cost Exclusive of Installation	
CLASS	DESCRIPTION	COST*
I ,	Flashing Signals - One Track	\$ 650.00
II	Flashing Signals - Multiple Tracks	\$ 860.00
III	Flashing Signals and Gates - One Track	\$ 980.00
·' IV	Flashing Signals and Gates - Multiple Tracks	\$1,230.00
	*Effective February 3, 1971	, ,

## AUTHORITY: FLORIDA ADMINISTRATIVE RULE 014-46.02 Responsibility for the Cost of Automatic Highway Grade Crossing Protective Devices.

EFFECTIVE DATE:	February 3, 1971
GENERAL AUTHORITY:	20.05, F.S.
SPECIFIC LAW IMPLEMENTED:	338.21, F.S.



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