

Extracts from minutes of meeting of the Board of County Commissioners of Nassau County, Florida
held on the 26 day of April, 1977.

RESOLUTION # 77-168

Be it resolved by the Board of County Commissioners of the
Nassau County, Florida in regular meeting assembled that the
Chairman of said Board be, and he hereby is, authorized to enter into an agreement with
the SEABOARD COAST LINE RAILROAD COMPANY, and to sign same on behalf of said County
whereby said Railroad Company grants unto said County the right and privilege to
improve and maintain an existing roadbed drainage ditch on said Railroad Company's
right of way at or near Callahan, Florida, as particularly described in said
agreement, which agreement is dated December 30, 1976, a copy of which agreement
is filed with the Board of County Commissioners.

I certify the above to be a true and correct copy.

D. O. Green
Clerk

THIS AGREEMENT, Made and entered into this 30th day of December, 1976, by and between the SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation, hereinafter referred to as the Railroad Company, and NASSAU COUNTY, of the State of Florida, hereinafter referred to as Licensee:

WITNESSETH: That the Railroad Company, for and in consideration of the sum of One Dollar to it in hand paid by Licensee, the receipt of which is hereby acknowledged, hereby grants unto Licensee the right and privilege to improve and maintain an existing roadbed drainage ditch on the southwesterly portion of the Railroad Company's right of way at or near Callahan, Florida, said ditch being located within the limits of the following described strip of land:

A strip of land 15 feet in width on the southwesterly portion of said right of way, said strip of land beginning on the southeast line of State Road #115 at a point 2,732 feet southeastwardly measured along the center line of the Railroad Company's west track, formerly the southbound main track, from Milepost A-623, and extending southeastwardly 1,830 feet to Alligator Creek, the northeast line of said strip of land being approximately parallel with and 85 feet southwest of said center line; as particularly shown outlined in red on print of the Railroad Company's Drawing No. 2804-8, dated November 18, 1976, attached hereto and made a part hereof; said right of way being as indicated on said print.

And the Licensee hereby covenants and agrees in consideration thereof:

1. Licensee shall improve and maintain said ditch at Licensee's expense and in a manner satisfactory to said Division Engineer; it being expressly understood and agreed that any materials excavated in the improving of said ditch shall be wasted on said right of way in such manner as is satisfactory to said Engineer.
2. Licensee agrees to maintain said ditch, and keep same in proper state of repair, open and free of obstructions.
3. The Railroad Company shall have the right to use said ditch in draining said right of way.
4. Licensee will be obligated to assume the responsibility for any damage, not only to said Railroad Company's right of way, but to property of adjoining owners that might occur as a result of the overflow, or failure, of said ditch.
5. The Railroad Company shall have the unquestioned right to construct a track or tracks across said ditch at such point or points as it may desire.
6. Licensee shall and will, so far as it legally may, indemnify and save harmless said Railroad Company, its successors and assigns, from and against any and all claims, suits, including attorneys' fees, loss, damage and/or expense on account of injury to or death of persons or damage to property resulting from or in any way connected with the improving and maintenance of said ditch.

7. If at any time hereafter the Railroad Company should require or need said land on which said ditch locates, or any portion thereof, then to the extent, but only to the extent necessary to permit such use by the Railroad Company, the right and privilege herein granted in and to the same, or the portion thereof so required and needed, shall cease and determine and all rights of the Licensee shall be at an end, and the same shall cease to be used by Licensee.

8. It is expressly understood and agreed that this agreement shall remain in force and effect so long as the covenants and agreements set forth herein are kept and performed by the Licensee, and if the Licensee fails to keep and perform any of such covenants, terms or conditions, then the Railroad Company reserves the right to terminate this agreement upon thirty (30) days' notice to the Licensee. On termination of this agreement, Licensee will, at its expense, vacate the use of said right of way for the purposes herein set forth and restore, under supervision of the Railroad Company, the land to its original condition, if required by the Railroad Company.

It is understood and agreed that this agreement shall not be binding until it has been authorized or ratified by a proper ordinance or resolution of the Board of County Commissioners of Nassau County, Florida, a certified copy of which ordinance or resolution is attached hereto and made part of this agreement.

IN WITNESS WHEREOF the parties hereto have executed this agreement in duplicate the day and year first above written.

Witnesses for Railroad Company:

C. Dennis Thompson

John G. Fay, Jr.

Witnesses for Licensee:

John F. Armstrong, Sr.

Edaine S. Colleen

SEABOARD COAST LINE RAILROAD COMPANY

By J. L. Williams (L.S.)

J. L. Williams, Vice President - Operations

NASSAU COUNTY, FLORIDA

By John F. Armstrong, Sr. (L.S.)
Chairman, Board of County Commissioners

Attest W. O. Oxley (SEAL)
Clerk

John F. Armstrong, Sr.,
Chairman

D. O. Oxley, Ex-Officio Clerk

Res. 77-168

the copy of



SEABOARD COAST LINE RAILROAD COMPANY

Operating Department
601 East Liberty Street
Savannah, Georgia 31401

W. E. SATTERWHITE,
SUPERINTENDENT

DIRECT TELEPHONE INQUIRIES TO:
A. L. JOHNSON, JR.
(912) 236-2385

June 6, 1977
File: 3-1345-E6

Mr. R. L. King, P.E.
Nassau County Engineer
P. O. Box 386
Hilliard, Florida 32046

Dear Mr. King:

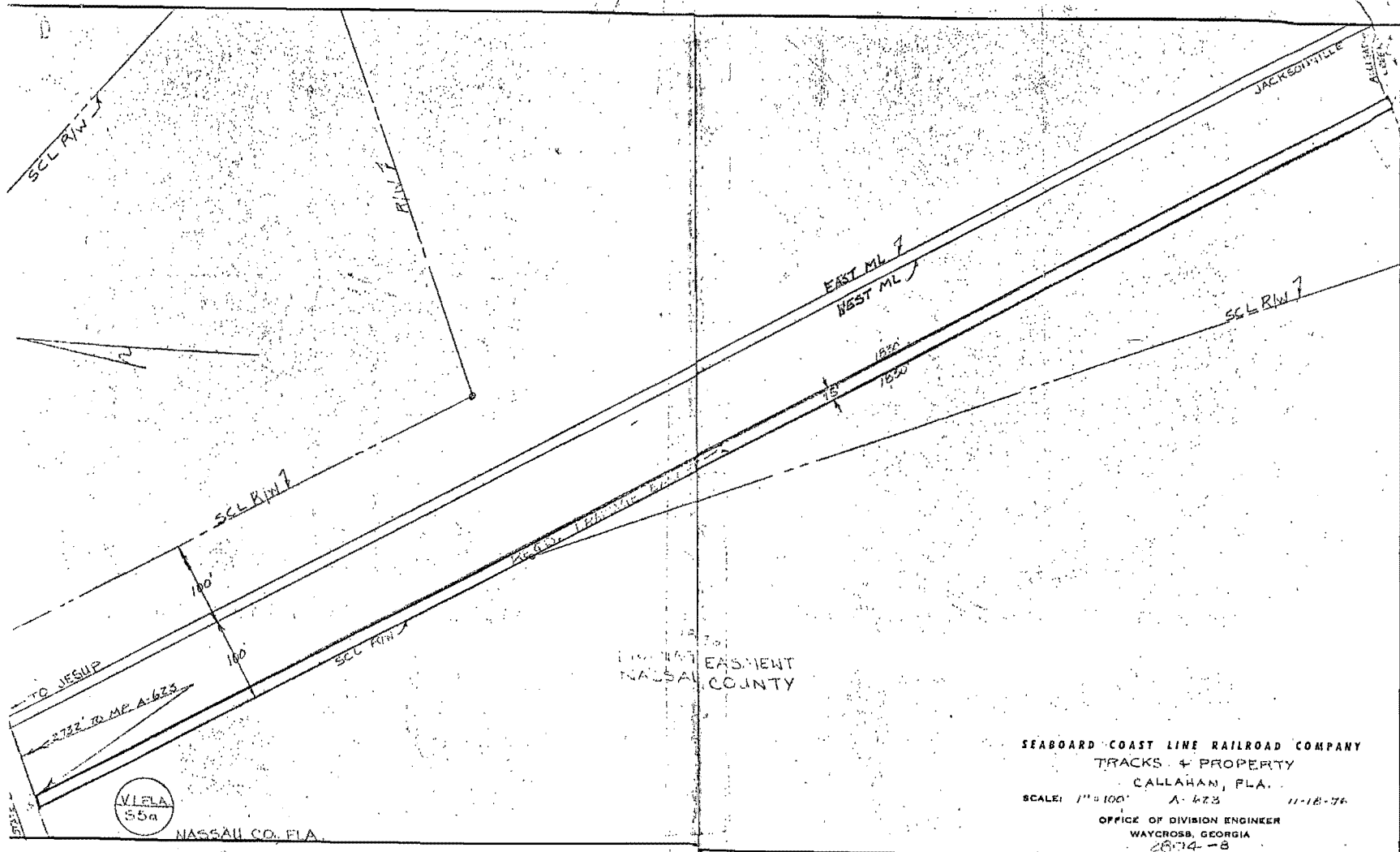
With reference to your letter of May 2, 1977, I am attaching the fully executed duplicate original of agreement dated December 30, 1976 under which Seaboard Coast Line Railroad Company permits Nassau County to improve and maintain SCL's roadbed drainage ditch on the southwesterly portion of the right of way, beginning at the crossing of State Road No. 115 and extending southeastwardly approximately 1,830 feet to Alligator Creek, Callahan, Florida, on tenant at will basis, without rental.

Sincerely,

W. E. Satterwhite
W. E. Satterwhite
Superintendent

Copy:

Mr. Ben Rice, Principal
Callahan Junior High School
Callahan, Florida 32011



SEABOARD COAST LINE RAILROAD COMPANY
 TRACKS & PROPERTY
 CALLAHAN, FLA.
 SCALE: 1" = 100' A-423 11-18-76
 OFFICE OF DIVISION ENGINEER
 WAYCROSS, GEORGIA
 2874-8

FIELD BLUEPRINT SERVICE, INC.



SEABOARD COAST LINE RAILROAD COMPANY

Operating Department
601 East Liberty Street
Savannah, Georgia 31401

W. E. SATTERWHITE,
SUPERINTENDENT

DIRECT TELEPHONE INQUIRIES TO:
A. L. JOHNSON, JR.
(912) 236-2385

January 17, 1977
File: 3-1345-E6

RICE
Mr. Ben ~~Wise~~, Principal
Callahan Junior High School
Callahan, Florida 32011

RICE
Dear Mr. ~~Wise~~:

Mr. R. E. Cooper, Division Engineer, Seaboard Coast Line Railroad Company, Waycross, Georgia, informed this office on November 24, 1976 that Callahan Junior High School had made application to improve SCL's roadbed ditch on the southerly side of our Nahunta Subdivision main tracks, beginning at the crossing of State Road No. 115, or at a point 2,732 feet southeastwardly from Mile Post A-623 and extending southeastwardly approximately 1,830 feet to Alligator Creek, Callahan, Florida, as indicated in red on the attached prints of Drawing 2804-8 dated November 18, 1976.

It is my understanding that property on which Callahan Junior High School is located fronts on State Road 115 and in order to properly drain the school's property Nassau County has made application to slightly deepen and widen SCL's shallow roadbed ditch for a distance of approximately 1,830 feet between State Road 115 and Alligator Creek to provide a more rapid and efficient run-off of surface drainage from the school's property to Alligator Creek. It is further understood the improved V-shaped ditch will be approximately 18-inches deep and 3-feet wide at the top with the improved drainage ditch to be maintained by Nassau County. I am pleased to inform you that the application has been approved and I am attaching, in duplicate, proposed agreement dated December 30, 1976. If the agreement is satisfactory, please have the document executed, in duplicate, by the Chairman and Clerk of Nassau County, in the presence of two witnesses. The Clerk should also complete and execute, in duplicate, the Resolution which forms a part of the agreement. An impression of the County's seal should be affixed to both copies of the agreement as well as to both copies of the Resolution. The names of the parties executing the agreement on behalf of Nassau County should be typed or printed in ink directly beneath the signatures. When this has been accomplished, please return both copies for execution on behalf of SCL, after which the fully executed duplicate-original will be returned for your records.

Sincerely,

W. E. Satterwhite
W. E. Satterwhite
Superintendent

Mr. Ben Wise

-2-

January 17, 1977

RICE

Copy:

Mr. Craig Marsh
Superintendent of Schools
Nassau County School Board
209 Cedar Street
Fernandina Beach, Florida 32034