

F.E.C Crossing Agreement for SW 3rd St.
Annual payment is
app around \$400

THIS AGREEMENT, Made and entered into in duplicate this 15 day of July, A.D. 1969, by and between FLORIDA EAST COAST

RAILWAY COMPANY, a Florida corporation, hereinafter called, "Railway", and CITY OF HALLANDALE, a municipal corporation of the State of Florida (Address: City Hall, Hallandale, Florida), hereinafter called, "Second Party";

W I T N E S S E T H:

That said Railway, for valuable consideration and the covenants and agreements herein contained to be performed and kept by Second Party, does hereby give and license unto said Second Party the right and privilege to use as a crossing for public road and sidewalk crossing purposes only, that part of the right of way and property of said Railway in Broward County, City of Hallandale, Florida, at the location described as follows:

A rectangular shaped parcel of land measuring 70 feet, northerly and southerly, extending easterly and westerly across Railway's 100 foot wide right of way and over its tracks with easterly-westerly center line of said parcel intersecting the center line of Railway's northbound main track at a point located four thousand two hundred fifty-two (4,252') feet, more or less, southerly from Railway's Mile Post No. 350, as measured from Jacksonville, Florida.

As shown on print of Railway's Plan 350 + 1252', dated July 2, 1969, attached hereto and made a part hereof.

TO HAVE AND TO USE the said rights, privileges and licenses solely unto the Second Party for the term of one (1) year from date hereof, subject to renewal as provided in Paragraph 9 hereof, or until terminated as hereinafter provided.

In consideration of the rights, privileges and licenses hereby given by Railway unto Second Party, Second Party covenants and agrees with Railway as follows:

1. That said crossing shall be used for public road and sidewalk crossing purposes only, across the Railway's right of way and tracks and, except as herein specified, no pipe, wire, rail or other line or structure shall be placed in or on said right of way or crossing without previous consent in writing of said Railway.

2. Second Party agrees that it will, at its sole cost and expense, furnish all material, equipment and labor required for and perform all work in connection with construction, opening, widening, improving or extending and maintenance of said crossing from right of way line to right of way line of the Railway, as herein described, including the portions of said crossing over and across the Railway's existing or future tracks and over and between the ties therein. The Railway reserves the right to perform the installation and maintenance work on the timber flangeway portion of said crossing over the track structure, the expense of which is to be borne by Second Party. That Railway shall provide a flagman at the above described crossing while work is being performed by Second Party thereat under the provisions of this Agreement, all at the cost and expense of Second Party.

3. Second Party agrees that it will install and maintain all necessary drainage facilities to prevent accumulation of surface water due to the existence of said crossing, all at the complete cost and expense of Second Party. Such facilities to be approved by the Railway and any other governing bodies having jurisdiction thereover; operation of these facilities shall be subject at all times to the approval of such representatives and authorities.

4. Whether required by law or order of any public authority, or desired by Railway as a matter of management, Railway reserves the right to make any desired changes at any time in its existing tracks or other facilities, or to install, maintain and operate any additional track or tracks or other facilities on its right of way at said crossing, and Second Party agrees to bear the entire expense of any changes in the paving or additional paving required on account of such changes or installations made by the Railway. Provided Second Party shall not be required to pay any part of the cost of construction of a railroad track for any single private industry.

5. Second Party shall not take any action that will prevent or tend to restrict the operations of trains over said crossing.

6. Second Party agrees to indemnify and hold harmless the Railway from assessments or other charges of any kind whatsoever against the Railway at any time for any portion of public improvements installed on or within 200 feet of said crossing or arising out of the existence of said crossing.

7. The provisions and stipulations of this Agreement are a part of the consideration of the licensing of the above privileges and crossing, and in the event the said Second Party shall fail to comply with any of the covenants and

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conditions, then this license shall be void and said described crossing shall terminate, with full right on the part of the Railway to re-enter and repossess and remove the same if it shall elect to do so.

8. Second Party hereby grants unto Florida East Coast Railway Company all necessary permits for the installation, construction, erection, repair and maintenance of any of the facilities, work or fixtures mentioned or contemplated in and by this Agreement.

9. It is further mutually agreed by and between the parties hereto that as this Agreement is for the term of one (1) year, if said Second Party holds over and remains in possession of the hereby licensed privileges after the expiration of such term, or of any renewals thereof, this Agreement shall be considered as renewed unless sixty (60) days written notice of the termination of the same has been or is given by said Railway and shall continue in effect from year to year, subject to the same terms and conditions as herein contained.

10. That this public road crossing is now protected with automatic crossing protection devices consisting of flashing lights, bell and gates and that said automatic crossing protection devices shall be owned by Railway at all times.

11. If sidewalk is installed and it is necessary for Railway to install flangeway timbers, Railway shall furnish to Second Party, a statement showing total cost of material and labor furnished by Railway, which statement is hereby agreed to be prima facie reasonable.

12. Second Party does hereby agree to pay unto the Railway the sum of Ten Dollars (\$10.00) to cover the first annual term hereunder and the further sum of Ten Dollars (\$10.00) for any renewal term, which shall be payable at the commencement of each such renewal term.

13. It is further mutually understood and agreed by and between the parties hereto that at the termination or the cancellation of this Agreement for any cause, or upon termination of Second Party's use of the crossing herein licensed, Second Party shall remove, at its entire cost and expense, all improvements placed by it upon the said Railway's right of way and restore the ground to its original condition.

14. Second Party shall and will cause due notice (at least one (1) week's advance notice) to be given to the Railway when Second Party or its contractor or anyone claiming under this Agreement proposes to enter upon the right of way

or property of the Railway to perform work under this Agreement in order that proper protection may be provided for trains.

15. That Second Party shall synchronize its traffic signals with the Railway's automatic crossing signals at this location, installation and maintenance of circuit to be by the Railway at the expense of Second Party, it being mutually understood and agreed that Second Party shall maintain its traffic signals and the Railway shall maintain the track circuits for control of the traffic signals, plans and detail to be approved by the Chief Engineer of the Railway.

IN WITNESS WHEREOF, Florida East Coast Railway Company and the Second Party have each caused this instrument to be executed in their corporate names and respective seals to be hereunto affixed in duplicate the day first hereinabove written by their undersigned officials thereunto lawfully authorized.

Signed, sealed and delivered
in the presence of:

Witnesses as to Railway

Witnesses as to Second Party

FLORIDA EAST COAST RAILWAY COMPANY,
a Florida corporation.

By: *L. O. Warrington* (SEAL)
President

CITY OF HALLANDALE, a municipal corporation of the State of Florida.

By: James M. [Signature] (SEAL)

Attest: Theresa S. Franklin (SEAL)
City Clerk

Intervals

Signal	1	2	3	4	5	6	7	8	9
2-4	G	A	R	R	R	R	R	R	R
5	G	G	A	R	R	R	G	G	G
6-8	R	R	R	G	A	A	R	R	R
3	R	R	R	G	G	G	G	G	A
1-7	R	R	R	R	R	R	G	A	R

R.R. Preempt

	1	2	3	NO TURN + Sign	Flock
2-4	*A	R	G		A
5	**A	G	R		R
6-8	*A	R	G	NO TURN + Sign	A
3	**A	G	R		R
1-7	*A	R	R		R

*If Green changes to yellow
If Yellow stays yellow
If Red stays red

**If Green stays green
If Yellow goes to green
If Red stays red

Sign illuminates during dwell
period for no turn onto tracks.

CITY OF HALLANDALE
FLORIDA
TRAFFIC CONTROL PLAN

S.E.
3rd ST

Controller: Eagle Signal Corp. Type RF
Fixed time with R.H. Pre-emptor - see sequence chart attached.
Conduit and Poles: To be installed by Burnip & Simms.
Designed by: L. P. Hwd. Comm. Div.

1st AVE

CONTROLLER LOCATION

DIXIE HIGHWAY

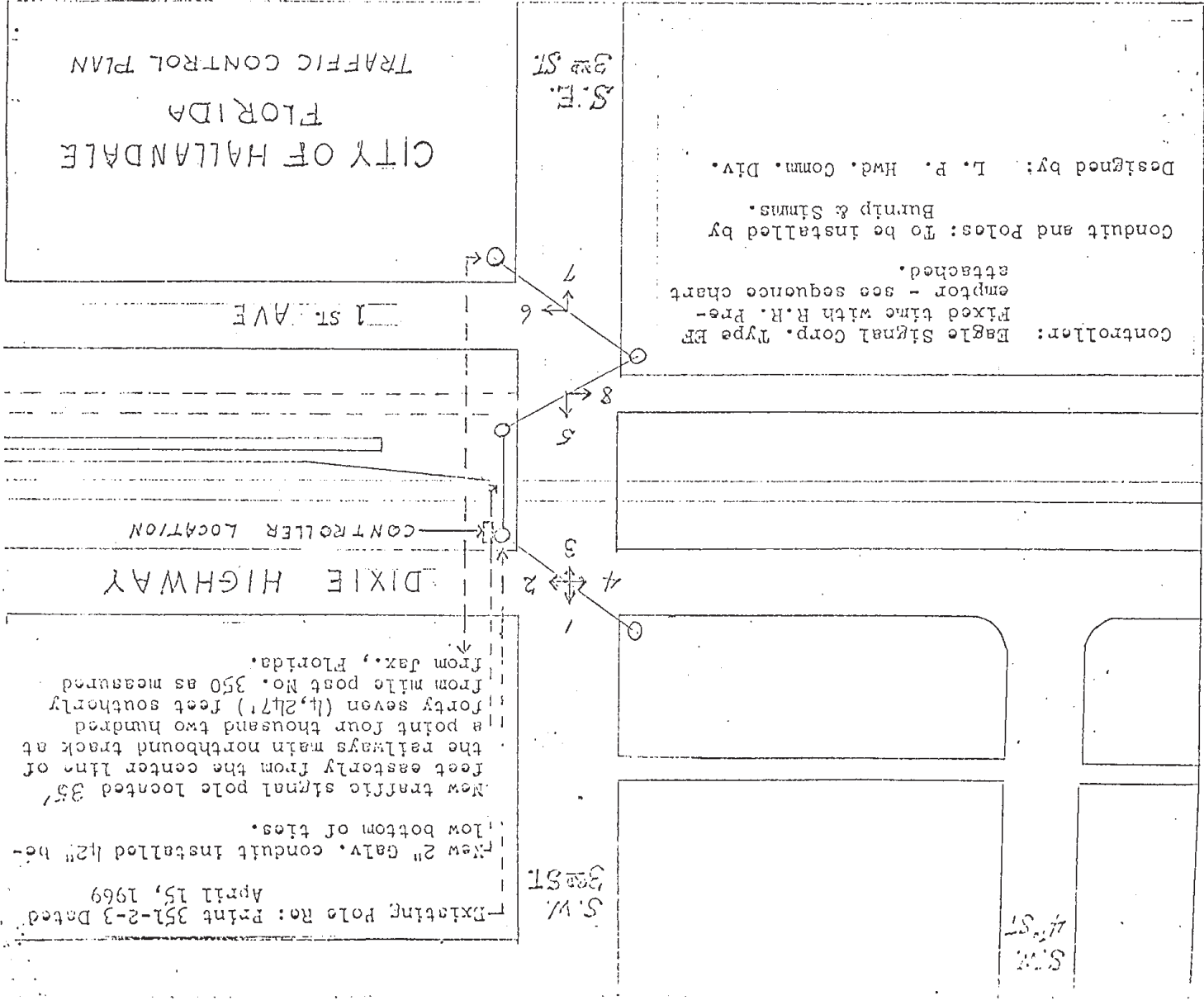
New traffic signal pole located 35' feet easterly from the center line of the railroads main northbound track at a point four thousand two hundred forty seven (4,247) feet southerly from mile post No. 350 as measured from Jax., Florida.

New 2" Galv. conduit installed 42" below bottom of ties.

Existing Pole No: Print 351-2-3 Dated April 15, 1969

S.W.
3rd ST

S.W.
4th ST



RESOLUTION NO. 1969-1

Upon motion duly made and seconded, the following Resolution was passed and adopted:

BE IT RESOLVED by the City Commission of the City of Hallandale, a municipal corporation of the State of Florida as follows:

1. That the City of Hallandale, a municipal corporation of the State of Florida, does hereby contract and agree to enter into an agreement with the Florida East Coast Railway Company wherein and whereby said City of Hallandale is given the right and privilege to use and maintain as a crossing for public road crossing and sidewalk crossing purposes only, that part of the right of way and property of the Railway in Broward County, Florida, as more particularly described in License Agreement attached hereto and made a part hereof.
2. That the Mayor with the attestation of the City Cler, be and they hereby are each authorized and directed to execute said Agreement for and on behalf of said City of Hallandale, Florida.
3. That this Resolution shall take effect immediately upon its passage.

STATE OF FLORIDA)
COUNTY OF BROWARD)
CITY OF HALLANDALE)

I, THOMAS D. FRANKLIN, City Clerk of the City of Hallandale, a municipal corporation of the State of Florida, do hereby certify that the foregoing is a true and correct copy of Resolution unanimously adopted at a SPECIAL meeting of the City Commission of the said City of Hallandale, Florida, held on the 15 day of August, A.D. 1969, and as said Resolution appears in Minute Book Page 1819, Page _____ of the Minutes of said City of Hallandale, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of said City of Hallandale, Florida.

Thomas D. Franklin
City Clerk of the City of Hallandale, a
municipal corporation of the State of Florida.