

# SEABOARD SYSTEM RAILROAD

500 Water Street · Jacksonville, Florida 32202 · (904) 359-3100

October 17, 1984

Law Department  
Writer's direct telephone line:  
359-3674

REGISTRATION NO. \_\_\_\_\_ FILED 1425 No. **4-296A037**  
**OCT 22 1984** 12 00 AM Date **OCT 22 1984**

Mr. James H. Secretary  
Interstate Commerce Commission  
Interstate Commerce Commission ICC Washington, D. C.  
12th & Constitution, N.W.  
Washington, D.C. 20423 Fee \$ **10.00**

**14453**  
REGISTRATION NO. \_\_\_\_\_ FILED 1425  
**OCT 22 1984** 12 05 AM

Dear Mr. Secretary:

INTERSTATE COMMERCE COMMISSION

I have enclosed three counterparts of the documents described below, to be recorded pursuant to Section 11303 of Title 49 of the U. S. Code.

The names and addresses of the parties to the documents are as follows:

The Atlantic Land and Improvement Company  
500 Water Street  
Jacksonville, Florida 32202

Seaboard System Railroad, Inc.  
500 Water Street  
Jacksonville, Florida 32202

A description of the equipment covered by this Agreement follows:

One Hundred Seventy-five (175) 100-ton open top hopper cars, AAR Mechanical Designation HT bearing road numbers SBD 370000-370174, inclusive. Fifteen (15) 1500 H.P. Model AP15T diesel electric locomotives bearing road numbers SBD1200-1214.

OCT 22 11 53 AM '84  
RECEIVED  
THIRTEEN  
MOTOR CARRIER UNIT

Mr. James H. Bayne  
October 17, 1984  
Page 2

A fee of \$10.00 is enclosed. Please return any counterparts not needed by the Commission for recordation to:

Mr. Edward C. Tannen  
Assistant General Solicitor  
Seaboard System Railroad, Inc.  
500 Water Street  
Jacksonville, Florida 32202

Very truly yours,

*Edward C. Tannen*  
Edward C. Tannen  
Assistant General Solicitor

10/22/84

**Interstate Commerce Commission**  
Washington, D.C. 20423

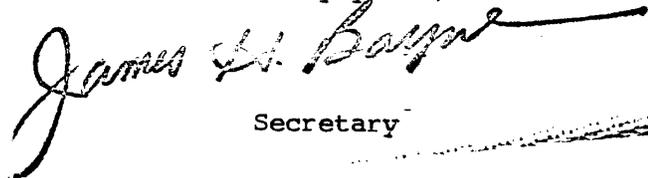
**OFFICE OF THE SECRETARY**

Edward C. Garmen  
Assist. Gen. Solicitor  
Seaboard System RR, Inc.  
500 Water St.  
Jacksonville, Florida 32202

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/22/84 at 12:05pm and assigned re-  
recording number(s). 5137-A, 14453

Sincerely yours,

  
Secretary

Enclosure(s)

SE-30  
(7/79)

14453

REGISTRATION NO. Filed 1428

INTERIM USE AGREEMENT

OCT 22 1984 12 05 AM

INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT, dated as of October 1, 1984, by and between ATLANTIC LAND AND IMPROVEMENT COMPANY, a Virginia corporation (hereinafter called the "Owner"), and SEABOARD SYSTEM RAILROAD, INC., a Virginia corporation (hereinafter called the "Bailee").

W I T N E S S E T H:

That the Owner has purchased one hundred seventy-five (175) 100-ton open top hopper cars from Evans Transportation Company bearing road numbers SBD 370000-370174, inclusive and fifteen (15) 1500 H.P. Model MP15T diesel electric locomotives from General Motors Corporation (Electro-Motive Division) bearing road numbers SBD1200-1214, inclusive, (the "Equipment" which are to be sold to the Bailee. Bailee expects to finance such purchase through an Equipment Trust Agreement or Conditional Sale Agreement. Inasmuch as financing has not yet been obtained, the Bailee is not in a position to pay for the Equipment at this time. The Bailee represents that it will complete its financing arrangements on or before December 31, 1984. The Bailee (in order that it may use the locomotives pending completion of its financing arrangements) has requested the Owner to give the Bailee temporary custody and possession of the Equipment solely as bailee of the Equipment and the Owner is willing to do so upon the terms and conditions hereinafter stated.

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

1. The rights of the Bailee hereunder in respect of each unit of the Equipment shall commence on the date of acceptance by the Bailee from the builder of such Unit and end on the earlier of May 31, 1984, or the date of payment of the purchase price of such unit under the above financing arrangements. When the purchase price of all units of the Equipment has been paid, this Agreement shall automatically be terminated without further action by or notice to any party concerned. Risk of loss in respect to each unit will remain with the Bailee at all times and shall not pass to the Owner under any circumstances.

2. The Owner hereby appoints the Bailee as its agent for acceptance of the Equipment from the builders. Upon delivery of each unit of the Equipment to the delivery point, the Bailee's representative will execute a certificate of acceptance acknowledging the receipt of delivery of such unit and stating that such Unit has been inspected and appears to conform to the specifications applicable thereto. Title to the

Equipment shall remain in the Owner and the Bailee's right and interest therein is and shall be solely that of possession, custody, and use as bailee under this Agreement. Transfer of title shall be effected only at the time of delivery of the bills of sale. The Bailee, without expense to the Owner, will promptly cause this Agreement to be filed with the Interstate Commerce Commission for recordation under 49 USC 11303 of the Interstate Commerce Act. In addition, the Bailee shall do such other acts as may be required by law, or reasonably requested by the Owner for the protection of the Owner's title to and interest in the Equipment.

3. The Bailee agrees that it will permit no liens of any kind to attach to the Equipment and that it will

- (a) indemnify and save harmless the Owner from any and all claims, expenses, or liabilities of whatsoever kind; and
- (b) pay any and all taxes, fines, charges, and penalties

that may accrue or be assessed or imposed upon the Equipment or the Owner because of its ownership or because of the use, marking, operation, management or handling of the Equipment by the Bailee during the term of this Agreement. The Bailee's obligations contained in this paragraph shall survive the termination of this Agreement by mutual agreement or otherwise.

4. The Bailee will, at its own expense, keep and maintain each unit of the Equipment in good order and running condition and will at its option repair or replace or promptly pay to the Owner the purchase price in cash of any units which may be damaged or destroyed by any cause during the term of this Agreement. Upon the expiration or other termination of this Agreement, other than by payment of the purchase price, the Bailee will surrender and deliver up the Equipment in good order and running condition to Owner free of all charges at the point designated by the Owner.

5. Prior to the delivery of each unit of the Equipment to the Bailee it will be numbered with a car number as set forth above, and there shall be plainly, distinctly, permanently, and conspicuously marked and maintained by the Bailee upon each side of each unit in letters not less than one inch in height the following words:

"OWNERSHIP SUBJECT TO A SECURITY AGREEMENT FILED WITH THE INTERSTATE COMMERCE COMMISSION."

6. The Bailee agrees with the Owner that the execution by the Bailee of this Agreement or the delivery by the Owner to the Bailee of the Equipment as contemplated by this Agreement, shall not relieve the Bailee of its obligations to accept, take, and pay for the Equipment.

Attest: ATLANTIC LAND AND IMPROVEMENT COMPANY

*Aune J. Kidd*  
Assistant Secretary

By

*J. T. Rice*  
J. T. Rice, President

Attest: SEABOARD SYSTEM RAILROAD, INC.

*Aune J. Kidd*  
ATTESTING OFFICER

By

*H. L. Snyder*  
Vice President-Treasurer

STATE OF FLORIDA )  
                  ) SS:  
COUNTY OF DUVAL )

On this 17<sup>th</sup> day of October, 1984, before me personally appeared J. T. Rice, to me personally known, who, being by me duly sworn, says that he is President of Atlantic Land and Improvement Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES 12/31/85  
BONDED THROUGH MORGAN GUARANTEE CO.

STATE OF FLORIDA )  
                  ) SS:  
COUNTY OF DUVAL )

On this 17<sup>th</sup> day of October, 1984, before me personally appeared H. L. Snyder, to me personally known, who, being by me duly sworn, says that he is Vice President-Treasurer of Seaboard System Railroad, Inc., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES 12/31/85  
BONDED THROUGH MORGAN GUARANTEE CO.