

RECORDATION NO. F3979

MAR 7 - 1983 - 10 15 AM

INTERSTATE

# SEABOARD SYSTEM RAILROAD

500 Water Street · Jacksonville, Florida 32202

March 1, 1983

3-066A011

HAROLD L. SNYDER  
Vice President — Treasurer

Honorable Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

No. MAR 7 1983  
Date.....  
S.T.D.

Dear Mrs. Mergenovich:

I am enclosing for filing and recordation under the provisions of 49 U.S.C. §11303 executed counterparts Nos. 1, 2 and 3 of an Interim Use Agreement dated as of February 15, 1983, described in detail below.

1. Names and addresses of the parties to the Interim Use Agreement

- (a) Owner - Atlantic Land and Improvement Company 500 Water Street, Jacksonville, Florida 32202
- (b) Bailee - Seaboard Coast Line Railroad Company 500 Water Street, Jacksonville, Florida 32202

2. Description of equipment covered by Interim Use Agreement

Identifying marks

"Ownership Subject to a Security Agreement Filed with the Interstate Commerce Commission."

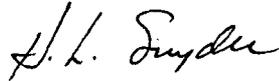
<u>General Description</u>	<u>Type of Equipment</u>	<u>A.A.R.Mech. Design.</u>	<u>Number</u>	<u>Road Numbers</u>
Diesel-electric locomotives	SD-50-3500 H.P.	C-C	25	SBD 8500-8524

3. Counterparts Nos. 2 and 3 of the above-mentioned document should be returned to the undersigned, 500 Water Street, Jacksonville, Florida 32202.

RECEIVED  
MAR 7 10 06 AM '83  
OPERATION BR.

I am enclosing this Company's draft for \$50.00 covering the recordation fee.

Yours very truly,

A handwritten signature in cursive script, appearing to read "H. L. Snyder".

H. L. Snyder  
Vice President-Treasurer

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

**OFFICE OF THE SECRETARY**

H. L. Snyder  
Vice President-Treasurer  
Seaboard System Railroad  
500 Water Street  
Jacksonville, Florida 32202

March 7, 1983

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 3/7/83 at 10:15AM , and assigned re-  
recording number (s). 13979

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

REGISTRATION NO. 13979  
FILED 1425

MAR 7 - 1983 - 10 15 AM

INTERSTATE COMMERCE COMMISSION

INTERIM USE AGREEMENT

THIS AGREEMENT, dated as of February 15, 1983, 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 twenty-five (25) Model SD-50 locomotives from General Motors Corporation (Electro-Motive Division) bearing road numbers SBD 8500-8524, inclusive, which are to be sold to the Bailee. Bailee expects to finance such purchase through an Equipment Trust Agreement. Inasmuch as the Interstate Commerce Commission has not yet approved the issuance of the equipment trust certificates, the Bailee is not in a position to pay for the locomotives at this time. The Bailee represents that such approval will be given so that it will complete its financing arrangements on or before March 31, 1983. 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 locomotives, solely as bailee of the locomotives, 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 locomotive shall commence on the date of acceptance by the Bailee from General Motors Corporation of such locomotive and end on the earlier of March 31, 1983, or the date of payment of the purchase price of such locomotive under the above financing arrangements. When the purchase price of all the locomotives 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 locomotive 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 locomotives from General Motors Corporation. Upon delivery of each locomotive to the delivery point, the Bailee's representative will execute a certificate of acceptance acknowledging the receipt of delivery of each locomotive and stating that such locomotive has been inspected and appears to conform to the specifications applicable thereto. Title to the locomotives 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 locomotives.

3. The Bailee agrees that it will permit no liens of any kind to attach to the locomotives; 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 locomotives or the Owner because of its ownership or because of the use, marking, operation, management or handling of the locomotives 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 the locomotives 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 those locomotives 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 locomotives 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 locomotive 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 locomotive in letters not less than one inch in height the following words:

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

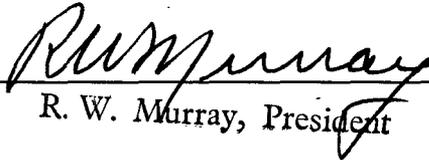
6. The Bailee agrees with the Owner that the execution by the Bailee of this Agreement or the delivery by the

Owner to the Bailee of the locomotives, as contemplated by this Agreement, shall not relieve the Bailee of its obligations to accept, take, and pay for the locomotives.

Attest:

ATLANTIC LAND AND IMPROVEMENT COMPANY

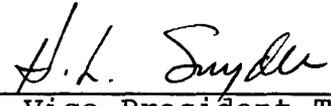
  
Assistant Secretary

By   
R. W. Murray, President

Attest:

SEABOARD SYSTEM RAILROAD, INC.



By   
Vice President-Treasurer

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF DUVAL )

On this 1st day of March, 1983, before me personally appeared R. W. Murray, 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.

*Burda J. Kelly*

NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Oct. 5, 1985  
Bonded by American Fire & Casualty Company



STATE OF FLORIDA )  
 ) SS:  
COUNTY OF DUVAL )

On this 1st day of March, 1983, 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.

*Burda J. Kelly*

NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Oct. 5, 1985  
Bonded by American Fire & Casualty Company

