## INDEMNITY AGREEMENT

WHEREAS it has come to the attention of the Board of County Commissioners in correspondence from the Department of Transportation of the State of Florida that they consider the railroad crossing at the entrance to Piney Island Development to be a public crossing and,

WHEREAS in an Agreement with the Seaboard Coast Line Railroad and the Piney Island Partnership, the Piney Island Partnership agrees to indemnify the Seaboard Coast Line Railroad for any cause of action that may arise because of the public crossing of the railroad tracks at this point and,

• WHEREAS the Board of County Commissioners is concerned that the Piney Island Partnership be in compliance with all laws of the State of Florida as it would concern the railroad crossing at the Piney Island Development and,

WHEREAS the Piney Island Partnership has agreed to cause that certain crossing to be in compliance with all laws of the State of Florida.

THEREFORE BE IT RESOLVED that an Indemnity Agreement is hereby entered into by and between the Piney Island Partnership and the Board of County Commissioners of Nassau County who agrees as follows:

1. The Piney Island Partnership agrees to indemnify the Board of County Commissioners from any cause of action whatsoever that may arise because of the public's crossing that certain railroad track owned by the Seaboard Coast Line Railroad, at the entrance to the Piney Island Development located on Highway 200 AlA, Nassau County, in an amount up to \$1,000,000 and furthermore shall keep an insurance policy in that amount in full force and effect throughout the period of this agreement.

2. This Indemnity guarantees as well that Piney Island Partnership shall pay for any representation before any Court, Magistrate, or administrative body regarding any problems whatsoever which may arise from the railroad crossing located at Piney Island.

3. This Agreement shall run for a period of One (1) year and if in that period of time the Piney Island Partnership has not brought that certain railroad crossing in compliance of all laws of the State of Florida, then this Agreement may be extended for the period of One (1) more year if both parties enter into an agreement in writing.

4. This Agreement in no way is an endorsement by the Board of County Commissioners of any position the Piney Island Partnership may be taking in action whatsoever with the Seaboard Coast Line Railroad, the Department of Transportation or the State of Florida or any division thereof or any individual or corporation or any matters as they might relate to the crossing at Piney Island.

5. The Piney Island Partnership recognizes that adequate consideration has been given by the County of Nassau for entering into this Agreement.

6. This Agreement should not inure to the benefit of any successors or assigns and may be terminated in writing by one party to the other with at least thirty (30) days written notice for said termination.

Witnesses our hands and seals this (My 26 day of 1980.

PINEY ISLAND PARTNERSHIP

BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY

By:

Chairman, Board of County Commissioners of Nassau County.

ATTEST:

SET TAB STOPS AT ARROWS								
Certificate of Insurance THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.								
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100 West Bay Street 5th Floor - Insurance Department			COMPANY A United States Fidelity and					
	sonville Florida	32202						
	ADDRESS OF INSURED	Jane Willis, Richard						
J. Ve	enstra dna Alice Ve	eenstra, Ralph Simmons						
and 1 Maxy	Lou Simmons, Albert	rt B. Maxwell and Patric O. Hance and Anne Hanc						
DBA:	PINEY ISLAND PA	RTNERSHIP d/o Lynwood	Greewillis, 415	E. Monroe St.	Jax. F	1. 32202		
of any co		pect to which this certificate may be issued or						
COMPANY	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liabi	EACH	ds (000) AGGREGATE		
	GENERAL LIABILITY			BODILY INJURY	OCCURRENCE			
А		1CCD78680	08/14/81		\$	\$		
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A		BAP418632	08/14/81	BODILY INJURY (EACH PERSON) BODILY INJURY (EACH ACCIDENT)	\$ \$			
				PROPERTY DAMAGE	\$			
	XXXION-OWNED			BODILY INJURY AND PROPERTY DAMAGE COMBINED	<sup>s</sup> 500,			
А	EXCESS LIABILITY	CEP134955	08/14/81	BODILY INJURY AND PROPERTY DAMAGE COMBINED	s 1,000,	s 1,000,		
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	and EMPLOYERS' LIABILITY				\$			
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Addit		SSAU COUNTY AND NASS NANDINA BEACH, FLORI		MMISSIONERS				
Car	cellation: Should any of	the above described policies be c	ancelled before the ex	piration date there	of, the issuing	 g com-		
	pany will ende	eavor to mail days written ce shall impose no obligation or lia	notice to the below r	amed certificate h				
NAME AND ADDRESS OF CERTIFICATE HOLDER								
Nassau County and Nassau County Commissioners August 14, 1980								
	Fernandina	Elmer E Granke						
Florida <u>Climen 2 marke</u> AUTHORIZED REPRESENTATIVE								
ACORD 25 (	(1.79)				/			

## STOCKFON, WHATLEN, DAVIN & COMPANY

100 WEST BAY STREET OACRSONALGE FLORIDA 32202

Constraints and a second method of the SIMEP E FRANKE i da care

## PERSONAL

August 14, 1980

Mr. Albert B. Maxwell, Sr. Post Office Box 748 Fernandina Beach, Florida 32034 Dear Bert:

> Enclosed, you will find your copy of the Certificate of Insurance issued to the Nassau County Commissioners and the Seabord Coast Line Railroad on behalf of the Piney Island Partnership.

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The policies for this insurance will follow in due course. Regards.

Cordially,

Elmer E. Franke

EEF:abk

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pany will endeavor to crait
NAME AND ADDRESS OF CERTIFICATE DOUBLE Wassen County and Wassen County Commissioners August 14, 1999
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Witnesses our hands and seals this

day of 1980.

PINEY ISLAND PARTNERSHIP

BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY

By: Chairman, Board of County Commissioners of Nassau County.

ATTEST:

D. O. Oxley, Clerk