

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 A1A, 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 August 26 day of 1980.

Jean D. Powell
Arthur [unclear]
Witnesses

PINEY ISLAND PARTNERSHIP
Albert B. [unclear]

BOARD OF COUNTY COMMISSIONERS OF
NASSAU COUNTY
By: John F. Clayton
Chairman, Board of County
Commissioners of Nassau County.

ATTEST:

D. O. Oxley
D. O. Oxley, Clerk

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. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY Stockton, Whitley, Davin and Company 100 West Bay Street 5th Floor - Insurance Department Jacksonville Florida 32202	COMPANIES AFFORDING COVERAGES	
	COMPANY LETTER A	United States Fidelity and Guaranty Company
	COMPANY LETTER B	
	COMPANY LETTER C	
	COMPANY LETTER D	
NAME AND ADDRESS OF INSURED Lynwood G. Willis and Jane Willis, Richard J. Veenstra and Alice Veenstra, Ralph Simmons and Lou Simmons, Albert B. Maxwell and Patricia Maxwell, and Richard O. Hance and Anne Hance DBA: PINEY ISLAND PARTNERSHIP d/o Lynwood G. Willis, 415 E. Monroe St., Jax., Fl. 32202	COMPANY LETTER E	

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> PREMISES—OPERATIONS <input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input type="checkbox"/> UNDERGROUND HAZARD <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input checked="" type="checkbox"/> CONTRACTUAL INSURANCE <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> PERSONAL INJURY	ICCD78680	08/14/81	BODILY INJURY	\$	\$
				PROPERTY DAMAGE	\$	\$
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 500,	\$ 500,
				PERSONAL INJURY		\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON-OWNED	BAP418632	08/14/81	BODILY INJURY (EACH PERSON)	\$	
				BODILY INJURY (EACH ACCIDENT)	\$	
				PROPERTY DAMAGE	\$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 500,	
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	CEP134955	08/14/81	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000,	\$ 1,000,
				STATUTORY	\$	(EACH ACCIDENT)
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY					
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES
Additional Insured: NASSAU COUNTY AND NASSAU COUNTY COMMISSIONERS
FERNANDINA BEACH, FLORIDA

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail _____ days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:
Nassau County and Nassau County Commissioners
Fernandina Beach,
Florida

DATE ISSUED: **August 14, 1980**

Elmer E. Frank
 AUTHORIZED REPRESENTATIVE

STOCKTON, WILLEY, DAVIN & COMPANY

100 WEST BAY STREET JACKSONVILLE, FLORIDA 32202

ELMER E. FRANKE
V. P. & MGR. III

PERSONAL

August 14, 1980

info

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

copy

Dear Bert:

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

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

Cordially,



Elmer E. Franke

EEF:abk

enclosures

<i>Bert -</i>	
<i>500,000</i>	<i>Primary Liability</i>
<i>1,000,000</i>	<i>Umbrella</i>
<hr/> <i>1,500,000</i>	<i>Total</i>

Thank you

Elmer

Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY
Stockton, Whitley, Devin and Company
100 West Bay Street
5th Floor - Insurance Department
Jacksonville Florida 32202

NAME AND ADDRESS OF INSURED
Lynwood G. Willis and Jane Willis, Richard
J. Veenstra and Alice Veenstra, Ralph Simmons
and Lou Simmons, Albert B. Maxwell and Patricia
Maxwell, and Richard O. Hance and Anne Hance
DBA: PINEY ISLAND PARTNERSHIP d/o Lynwood G. Willis, 415 E. Monroe St., Jax., Fl. 32202

COMPANIES AFFORDING COVERAGES

A United States Fidelity and Guaranty Company

B

C

D

E

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at the date hereof. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LISTED	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	Limits of Liability in Thousands (000)		
				PER POLICY ACCIDENT	ANNUAL AGGREGATE	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> PREMISES OPERATION <input type="checkbox"/> EXPLOSION AND RELATED HAZARD <input type="checkbox"/> UNDERGROUND HAZARD <input type="checkbox"/> PRODUCTS RELATED OPERATIONAL HAZARD <input checked="" type="checkbox"/> CONTRACTUAL INSURANCE <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> PERSONAL INJURY	1CCD78600	08/14/81	PROPERTY DAMAGE	\$	
				PROPERTY DAMAGE	\$	
				PROPERTY INJURY AND PROPERTY DAMAGE COMBINED	\$ 500,	\$ 500,
				PERSONAL INJURY	\$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON OWNED	BAP418632	08/14/81	PROPERTY INJURY (EACH ACCIDENT)	\$	
				PROPERTY INJURY (EACH ACCIDENT)	\$	
				PROPERTY DAMAGE AND PROPERTY INJURY AND PROPERTY DAMAGE COMBINED	\$ 500,	\$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	CEPL34955	08/14/81	PROPERTY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000,	\$ 1,000,
				PROPERTY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000,	\$ 1,000,
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY OTHER			STATUTORY	\$	\$

DESCRIPTION OF OPERATION(S) OR AGENCY(VEHICLE):
Additional Insured: NASSAU COUNTY AND NASSAU COUNTY COMMISSIONERS
FERNANDINA BEACH, FLORIDA

Cancellation: Should any of the above described policies be cancelled before the expiration date hereof, the issuing company will endeavor to mail 22 days written notice to the below named certificate holder. But failure to mail such notice shall impose no liability upon or behalf of any kind upon the company.

<p>NAME AND ADDRESS OF CERTIFICATE HOLDER Nassau County and Nassau County Commissioners Fernandina Beach, Florida</p>	<p>DATE ISSUED August 14, 1980</p> <p style="text-align: right;">AUTHORIZED REPRESENTATIVE</p>
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Certificate of Insurance



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COMPANY LETTER A	COMPANY LETTER B

NAME AND ADDRESS OF INSURED Lynwood G. Willis and Jane Willis, Richard J. Veestra and Alice Veestra, Ralph Simmons and Lon Simmons, Albert B. Maxwell and Patricia Maxwell, and Richard O. Hance and Anne Hance DRA: PIGEY ISLAND PARTNERSHIP c/o Lynwood G. Willis, 415 E. Monroe St., Jax., FL 32202	COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E
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This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
				PER OCCURRENCE	AGGREGATE	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> PREMISES OPERATED <input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input type="checkbox"/> UNDERGROUND HAZARD <input type="checkbox"/> PRODUCT, COMPLETED OPERATIONS HAZARD <input checked="" type="checkbox"/> CONTRACTUAL INSURANCE <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> INDEPENDENT CONTRACTOR <input type="checkbox"/> PERSONAL INJURY	1CCD78600	08/14/81	BODILY INJURY \$ PROPERTY DAMAGE \$ BODILY INJURY AND PROPERTY DAMAGE (COMBINED) \$ 500 PERSONAL INJURY \$	500	500
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON OWNED	RAP418632	08/14/81	BODILY INJURY (EACH PERSON) \$ BODILY INJURY (EACH OCCURRENCE) \$ UNINSURED DAMAGE \$ BODILY INJURY AND PROPERTY DAMAGE (COMBINED) \$ 500	500	
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	CEP134955	08/14/81	BODILY INJURY AND PROPERTY DAMAGE (COMBINED) \$ 1,600 CAUTIONARY	1,600	1,600
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY OTHER					

Additional Insured: NASSAU COUNTY AND NASSAU COUNTY COMMISSIONERS
FERNANDINA BEACH, FLORIDA

Cancellation: This certificate is void if the insured fails to pay the premium within 30 days of the date of issue.

SEABOARD COAST LINE RAILROAD
 LEGAL DEPARTMENT
 ATTN: MR. JOHN T. ALDERSON, JR.
 500 WATER STREET
 JACKSONVILLE FLORIDA 32202

August 14, 1980

Passed
& signed
8/26/80

COPY

INDEMNITY AGREEMENT

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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,

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Witnesses our hands and seals this day of 1980.

James E. Powell
Arthur J. [Signature]
Witnesses

PINEY ISLAND PARTNERSHIP
[Signature]

BOARD OF COUNTY COMMISSIONERS OF
NASSAU COUNTY

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

ATTEST:

D. O. Oxley, Clerk