

A G R E E M E N T

THIS AGREEMENT entered into this 28th day of April, 2003, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the **State of Florida**, hereinafter referred to as the "County", and the **TOWN OF HILLIARD**, a Florida municipality, hereinafter referred to as the "Town".

WHEREAS, the Town of Hilliard, due to security requirements pursuant to a Florida Department of Transportation (FDOT) grant, is fencing sections of the Hilliard Airpark; and

WHEREAS, FDOT requires that the fence to the west of the runway be located one hundred (100) feet from the runway edge; and

WHEREAS, in order for the fence to be located one hundred (100) feet from the runway edge, it must be placed on County property.

NOW, THEREFORE, FOR and IN CONSIDERATION of ten and no/100 dollars (\$10.00) and other mutually agreed upon consideration, the parties agree as follows:

1. The Town shall be allowed to erect a fence one hundred (100) feet from the runway edge to where the tree line exists as of the date of this Agreement.

2. The County grants a license to the Town to place the fence on County property.

3. The Town shall maintain the fence and the grounds on either side of the fence as approved by the County.

4. The Town shall hold the County harmless from any and all liability for any and all claims that arise based upon the fence. The indemnification shall include all fees and costs, including attorney's fees.

5. The erection of the fence shall not impede the County's access to the Road and Bridge buildings or grounds. Access shall be provided, as deemed necessary by the County, to the one hundred (100) foot section of County property.

6. The plans and placement of the fence shall be pursuant to Florida Department of Transportation and Federal Aviation Authority regulations and subject to review by the County's Engineering Department, the Supervisor of the County's Road and Bridge Department, and the Director of the Buildings Maintenance Department prior to construction.

7. The Town hereby acknowledges that this is a license and makes no claim, now or in the future, to ownership or possession of the property by virtue of placing the fence on the County's property.

8. A breach of this Agreement may result in the removal of the fence, and if either party breaches this Agreement, the prevailing party in mediation or litigation shall be entitled to attorney's fees and costs.

9. Time is of the essence.

10. This is the entire Agreement, and any amendment to this Agreement shall be in writing and executed by both parties.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



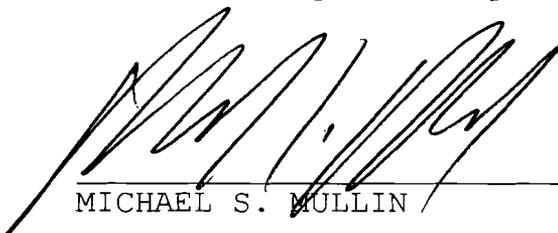
VICKIE SAMUS
Its: Chairman

ATTEST:



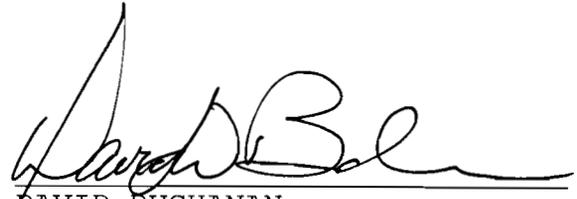
J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

TOWN OF HILLIARD



DAVID BUCHANAN
Mayor

ATTEST:



LISA PURVIS
Town Clerk

Approved as to form by the
Town Attorney



ROBERT PETERS

h/anne/agreements/Hilliard-airpark-fence

Fax

P O BOX 24960
JACKSONVILLE, FL 32241
PHONE: (904) 730-0600
FAX: (904) 731-7072

Donovan Insurance Inc

To: Nassau Co Bnd of Co
From: Ann Kinsey
Lisa

Commissioners - Ann Lisa
27-7013

Fax: 904-845-1221
Date: 04/28/03

Phone: Pages: 2

Re: Hilliard Aviation Inc

Attached find current certificate of insurance for this captioned. Certificate reflects "additional insured" clause in favor of the Nassau Co Bnd of Co
Comms

After you have an opportunity to review our enclosure please do not hesitate to contact our office with any questions.

Thank you.

Ann Kinsey

PHOENIX

PHOENIX AVIATION MANAGERS, INC.
Certificate of Insurance

This is to certify to
(Certificate Holder):

Nassau County Board of County Commissioners
191 Nassau Place
Post Office Box 1010
Fernandina Beach, Florida 32034

The following policy(ies)
have been issued to:

Hilliard Aviation, Inc.
Post Office Box 549
Hilliard, Florida 32246

AIRCRAFT POLICY NO:
INSURANCE COMPANY:

POLICY PERIOD: FROM:
OLD REPUBLIC INSURANCE COMPANY

TO:

LIABILITY COVERAGES:

LIMITS OF LIABILITY

	EACH PERSON	EACH OCCURRENCE
<input type="checkbox"/> Bodily Injury	\$	\$
<input type="checkbox"/> Property Damage	\$ XXXX	\$
<input type="checkbox"/> Passenger Bodily Injury	\$	\$
<input type="checkbox"/> Single Limit including Passengers,	\$ XXXX	\$
<input type="checkbox"/> with Passenger Liability Limited to:	\$	\$ XXXX

DESCRIPTION OF AIRCRAFT

PHYSICAL DAMAGE COVERAGE:

ALL RISKS GROUND AND IN-FLIGHT

FAA NUMBER	YEAR	MAKE & MODEL	INSURED VALUE	NOT IN-MOTION	DEDUCTIBLES
			IN-MOTION		IN-MOTION
			\$	\$	\$
			\$	\$	\$

As respects any Aircraft Owned and Operated by the Named Insured and covered under the above referenced Policy

AIRPORT POLICY NO:
INSURANCE COMPANY:

AP 175 19

POLICY PERIOD: FROM: January 12, 2003
OLD REPUBLIC INSURANCE COMPANY

TO: January 12, 2004

LIABILITY COVERAGES:

LIMITS OF LIABILITY

<input checked="" type="checkbox"/> Owners, Landlords and Tenants Liability	\$	each person	\$500,000.	each occurrence *
<input type="checkbox"/> Completed Operations / Products Liability	\$	each person	\$	each occurrence *
			\$	property damage *
<input type="checkbox"/> Not Applicable	\$	each person	\$	each occurrence *
			\$	property damage *
<input type="checkbox"/> Hangarkeepers Liability	\$	each aircraft	\$	each loss
<input type="checkbox"/> Premises Medical Payments	\$	each person	\$	each accident
Deductibles:		each loss		
Hangarkeeper's Liability	\$	each claim with respect to Property Damage		
Premises Liability	\$			

* Refer to the Policy, an Annual Aggregate limit may apply to some coverages.

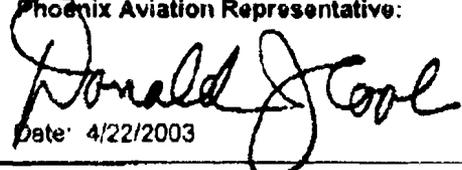
This Certificate Holder is:

- Included as a Loss Payee for Aircraft Physical Damage Coverage.
- Provided Breach of Warranty Coverage on Aircraft Physical Damage Coverage not to exceed 90% of the Insured Value.
- Is included as an Additional Insured, but only with respect to operations of the Named Insured.
- Is provided a Waiver of Subrogation, but only as respects Aircraft Physical Damage Coverage.

OTHER COVERAGES/CONDITIONS/REMARKS:

Provision has been made to give the Certificate Holder prompt notice of cancellation of any policy above, however, the Company assumes no responsibility for the failure to provide such notice. This Certificate does not change in any way the actual coverages provided by the policy(ies) specified above.

Agency Name: Donovan Insurance, Inc.
Agency Phone: (904) 731-7072
klh

Phoenix Aviation Representative:

Date: 4/22/2003

CERTIFICATE OF COVERAGE

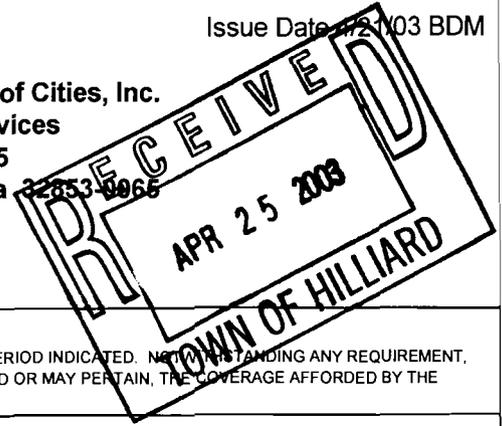
Certificate Holder

ATTN: MR DANIEL SALMON
 NASSAU COUNTY
 191 NASSAU PLACE
 FERNANDINA BEACH, FL 32034

Administrator

Florida League of Cities, Inc.
 Public Risk Services
 P.O. Box 530065
 Orlando, Florida 32853-0065

Issue Date 4/23/03 BDM



COVERAGES

THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. 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 COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.

COVERAGE PROVIDED BY:

FLORIDA MUNICIPAL INSURANCE TRUST

AGREEMENT NUMBER: FMIT 0255

COVERAGE PERIOD: FROM 10/1/02

COVERAGE PERIOD: TO 10/1/03 12:01 AM Standard Time

TYPE OF COVERAGE - LIABILITY

General Liability

- Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury
- Errors and Omissions Liability
- Supplemental Employment Practice
- Employee Benefits Program Administration Liability
- Medical Attendants'/Medical Directors' Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit

Deductible N/A

Automobile Liability

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

Limits of Liability

TYPE OF COVERAGE - PROPERTY

- | | |
|--|---|
| <input type="checkbox"/> Buildings | <input type="checkbox"/> Miscellaneous |
| <input type="checkbox"/> Basic Form | <input type="checkbox"/> Inland Marine |
| <input type="checkbox"/> Special Form | <input type="checkbox"/> Electronic Data Processing |
| <input type="checkbox"/> Personal Property | <input type="checkbox"/> Bond |
| <input type="checkbox"/> Basic Form | <input type="checkbox"/> |
| <input type="checkbox"/> Special Form | |
| <input type="checkbox"/> Agreed Amount | |
| <input type="checkbox"/> Deductible N/A | |
| <input type="checkbox"/> Coinsurance N/A | |
| <input type="checkbox"/> Blanket | |
| <input type="checkbox"/> Specific | |
| <input type="checkbox"/> Replacement Cost | |
| <input type="checkbox"/> Actual Cash Value | |

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- Statutory Workers' Compensation
- Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate By Disease
- Deductible N/A

Handwritten notes and signatures in the bottom right corner.

TOWN OF HILLIARD

A Florida Municipality

May 6, 2003

Michael S. Mullin, County Attorney
Nassau County Board of County Commissioners
Post Office Box 1010
Fernandina Beach, Florida 32035-1010

**Subject: Airport Security Fence
 Hilliard Airpark
 FIN No.: 21728319401**

Dear Mr. Mullin:

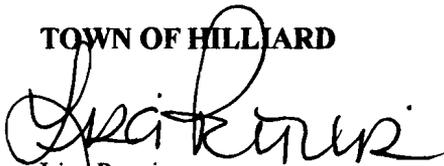
On behalf of the Town of Hilliard, thank you for developing the agreement between the Nassau County Board of County Commissioners and the Hilliard Town Council on the placement of the security fence 100 feet from the runway onto the County property.

We are in agreement with all the stipulations and have already received the County's Engineering Department approval on the plans and specifications as well as a permit for the connection of the Airpark driveway to Eastwood Road.

Again, thanks for all of your assistance on this most important matter. We welcome you or any of the County staff to visit the project at Hilliard Airpark at your convenience.

Sincerely,

TOWN OF HILLIARD



Lisa Purvis,
Town Clerk

Enclosures

cc: Hilliard Town Council
 Roland Luster, FDOT
 Richard Owen, FAA

