

INDEMNIFICATION AGREEMENT

THIS AGREEMENT, entered into this 15th day of August, 1989, between THE SCHOOL BOARD OF NASSAU COUNTY (hereinafter "School Board") and THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA (hereinafter "County Board").

WHEREAS, County Board is using certain lands owned by the School Board (which lands are referred to as the "West Nassau Landfill") as and for a sanitary landfill; and

WHEREAS, there is no formal lease agreement nor agreement between the parties for the sale by School Board of land to the County Board; and

WHEREAS, the very nature of the activity carried on there creates the potentiality of damage to the environment, both of the lands being used and the surrounding land, and other risks.

NOW THEREFORE, for and in consideration of the use of the lands by the County Board and the promises and other conditions contained herein, the parties agree as follows:

1. The County Board does hereby indemnify and hold harmless the School Board from any and all liability which has, could, or may arise or result from any and all activities carried on by the County Board (including its invitees, licensees, contractors, subcontractors or any other person, authorized or unauthorized, using or entering the premises) at the West Nassau Landfill, including damage to the environment or to persons injured by any such activity.

2. This indemnity and hold harmless shall remain in effect in perpetuity and extends to any activity previously conducted at the West Nassau Landfill.

3. It is understood by the County Board that this indemnity shall not be construed by the County Board to be a lease or gift of the premises from the School Board.

IN WITNESS WHEREOF, the parties to this agreement have caused this agreement to be executed the day and year first above written.

THE SCHOOL BOARD OF NASSAU COUNTY, FLORIDA

By: Robert B. Johnson  
Chairman

Attest: Craig Mack  
Its Superintendent

THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA

By: James B. Johnson  
Chairman

Attest: [Signature]  
Its ex-officio Clerk