

LICENSE AGREEMENT

THIS AGREEMENT entered into this 13<sup>th</sup> day of April, 1992, by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, Post Office Box 1010, Fernandina Beach, FL, 32034, hereinafter referred to as the "County", and the STATE OF FLORIDA, GAME AND FRESH WATER FISH COMMISSION, 620 South Meridian Street, Tallahassee, FL, 32399-1600, hereinafter referred to as "Commission".

WITNESSETH:

That for and in consideration of the sum of one and no/100 dollars (\$1.00) in hand paid to County and in consideration of the covenants, agreements, and undertakings of the respective parties, herein set forth, the parties agree as follows:

1. Subject to the terms hereof, the County grants the Commission a license to construct and operate a communication tower on the real property owned by the County and generally depicted in the attached Exhibit A (hereinafter referred to as "the tower site"). The premises shall be of sufficient size to allow for the use of tower space at or above the four hundred fifty (450') foot level. The license granted herein shall further authorize the Commission to place and attach necessary coaxial cable to facilitate communications to said tower, and to cross through and over adjacent real property owned by the County in order to access the tower site.

2. The Commission shall at its sole expense, dismantle the existing radio tower located on the tower site. The Commission shall construct and

maintain a new tower on the tower site, and at its sole expense, shall furnish labor to transfer County entities' antennas from the existing tower to the new tower. Following relocation, the maintenance and upkeep of antennas shall be the responsibility of the entity operating said antenna.

3. The County agrees that, subject to final County review and approval of the plans and location, the Commission may erect a building in the vicinity of the tower.


4. The Sheriff of Nassau County shall be responsible for maintaining the generator at the base of Commission's tower.

5. It is understood and agreed that the County assumes no responsibility for the condition of the lands comprising the tower site. During the term of this agreement, the condition of the tower site shall be the responsibility of the Commission, except as otherwise provided herein. To the extent provided by law and subject to the conditions and limitations specified in §768.28, Florida Statutes, Commission agrees to save the County harmless from any liability which may arise from the acts or omissions of the Commission or its employees, agents, licensees, or invitees, and to likewise save the County harmless from any claims or liability resulting from the tower being damaged or destroyed by causes not attributable to the County.


6. The terms of this License Agreement are for a period of twenty-five (25) years and may be renewed at the request of either party.


IN WITNESS WHEREOF, the parties hereto have executed, sealed,  
and delivered these presents on the day and year first written.

BOARD OF COUNTY COMMISSIONERS NASSAU  
COUNTY, FLORIDA

  
THOMAS D. BRANNAN, JR.  
Its: Chairman

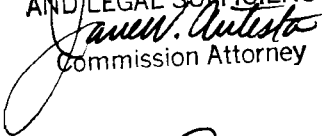
Attest

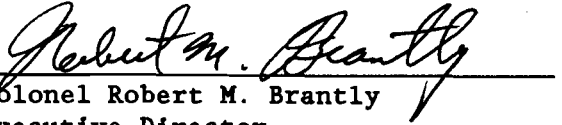
  
T. J. GREESON  
Its: Ex-Officio Clerk

  
LAURIE ELLIS  
Sheriff of Nassau County

STATE OF FLORIDA, GAME AND FRESH  
WATER FISH COMMISSION

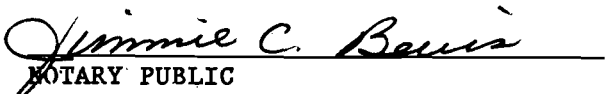
APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY.

  
Commission Attorney

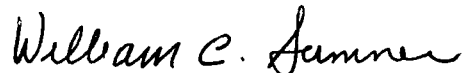
  
Colonel Robert M. Brantly  
Executive Director

COUNTY OF Leon

The foregoing instrument was acknowledged before me this 2nd  
day of June, 1992, by Robert M. Brantly who is personally known  
to me or who has produced n/a as  
identification and who ~~did~~ (did not) take an oath.

  
NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires: Notary Public, State of Florida  
My Commission Expires Nov. 7, 1993  
B437BARK\LICENSE.MAY Bonded Thru Troy Fain - Insurance Inc.

APPROVED AS FISCALLY  
AND BUDGETARILLY SOUND



DIRECTOR  
DIVISION OF ADMINISTRATIVE SERVICES  
GFWFC

Nassau Tower Site

