

LICENSE AGREEMENT

THIS AGREEMENT entered into this 16th day of December, 2002, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **ISLAND FLYERS R/C CLUB, INC.**, a Florida corporation, hereinafter referred to as "Island Flyers".

In consideration of mutual promises contained herein, the parties agree as follows:

SECTION ONE

GRANT OF LICENSE; DESCRIPTION OF PREMISES

County hereby grants to Island Flyers a license to occupy and use, subject to all of the terms and conditions of this Agreement, the following described property located in Nassau County, Florida, known as the Lofton Creek Landfill, located on State Road 200/A1A, more particularly described in the attached Exhibit "A".

SECTION TWO

LIMITATION TO DESCRIBED PURPOSE

The above-described property may be occupied by Island Flyers solely to fly model airplanes, and for incidental purposes related to such purpose, such as erecting an enclosed shed and a non-enclosed covered pavilion as well as driving to and parking adjacent to the flying area,

during the period beginning January 1, 2003, and continuing until this Agreement is terminated as provided in this Agreement.

SECTION THREE

TERMINATION

A. Either party may terminate this Agreement at any time, by giving written notice to the other, specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date specified in such notice of termination.

B. Should the above-described property, or any essential part of such property, be totally destroyed by fire or other casualty, this Agreement shall immediately terminate; and, in the case of partial destruction, this Agreement may be terminated by either party by giving written notice to the other, specifying the date of termination, such notice to be given within thirty (30) days following such partial destruction.

SECTION FOUR

GOVERNING LAW

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

SECTION FIVE

ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

SECTION SIX

MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION SEVEN

NOTICES

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party:

To County:

County Coordinator
Post Office Box 1010
Fernandina Beach, FL 32035-1010

To Island Flyers:

John Wall
766 Old Amelia Avenue
Fernandina Beach, FL 32034

SECTION EIGHT

ASSIGNMENT OF RIGHTS

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

SECTION NINE

ACCESS/ENTRY CONTROL

The County will continue to maintain access and entry control through the continued use of chain-link fencing and two (2) locked gates. Island Flyers will provide a lock for access by members in good standing during daylight hours only. The County will have a key to the Island Flyers' lock for control by removal in the event of any permit infractions. Island Flyers will change the lock each membership year to assure access to members in good standing only and to insure Landfill security. The gate will be closed and locked unless manned during Island Flyers' events and flight-testing periods.

SECTION TEN

PARKING AND DRIVING LIMITS

Driving by Island Flyers' members will only be done on the primary access road to the flying area and back. No vehicle traffic will be allowed south of the stream that passes through the Landfill. Parking will be east of the access road adjacent to the flying area pursuant to Exhibit "A".

SECTION ELEVEN

FACILITIES AND BUILDINGS

All buildings or enclosed structures utilized by Island Flyers within the limits of the Landfill will be elevated and surrounding vegetation controlled to allow free air circulation and prevent landfill gas from collecting under or in the structure. A covered pavilion may be constructed by Island Flyers, but may not be enclosed on any side. This structure must be completely open at all times. Island Flyers will place Hay bales and safety fencing adjacent to the flying area for the protection of spectators and visitors. Island Flyers will construct no buildings or structures on any closed portion of the Landfill. Island Flyers will locate no permanent picnic tables or maintenance workbenches at this facility.

Island Flyers shall be subject to all County Ordinances, which shall include the Florida Building Code.

No shed or pavilion may be erected without prior approval of the County Coordinator and the Building Official. Permits may be required by the Building Official.

SECTION TWELVE

GAS MONITORING WELLS AND VENTS

Wire gage type covers will be fabricated, set, and maintained by the County around all monitoring wells and vents to protect from the accidental collision with model airplanes. The County will do this for all wells and vents within close proximity to the runway area as shown on Attachment "B". Island Flyers shall insure that model airplanes shall not be flown in the general vicinity of the control structures and thereby disrupt the above mentioned closure items.

SECTION THIRTEEN

RUN-OFF/STORM WATER MANAGEMENT

The County will continue to periodically monitor, through on-site visits, the impact of recreational activities on the storm water or surface water management system at this facility.

SECTION FOURTEEN

INSURANCE

During the license period, Island Flyers, at its own expense, shall provide and keep in force comprehensive general public liability insurance against claims for bodily injury, death or property damage occurring on, in, or about the aforementioned property, such insurance to afford minimum protection, during the term of this License, of not less than \$1,000,000.00 in respect to personal injury or death to any one person, and of not less than \$500,000.00 for property damage, combined single limit per occurrence. Such policy shall name the County as an additional named insured and shall be endorsed with an agreement that no change in coverage shall occur without the prior written consent of the County. Island Flyers shall furnish County with a certificate of insurance evidencing compliance with the provisions of this Paragraph periodically upon County's request. Island Flyers shall provide any additional insurance, through a rider, if so required by the County due to any change in the use of the aforementioned property by Island Flyers.

SECTION FIFTEEN

INJURY OR DAMAGE TO PROPERTY OR PREMISES

All property of any kind which may be on the unused portion of the Lofton Creek closed Landfill during the continuance of this License shall be at the sole risk of Island Flyers, and the County shall not be liable to Island Flyers or any other person for any injury, loss, or damage to property or to any person on the property.

SECTION SIXTEEN

INDEMNIFICATION

Island Flyers shall indemnify and hold the County harmless from and against any and all liability for personal injuries, property damage, or for loss of life or property resulting from, or in any way connected with, the condition or use of the premises covered by this License, or any means of ingress to or egress from such premises, except liability for personal injuries, property damages, or loss of live or property caused solely by the negligence of the County.


Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



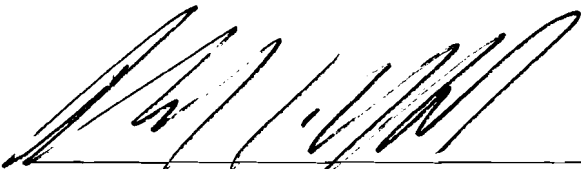
NICK D. DEONAS
Its: Chairman

ATTEST:



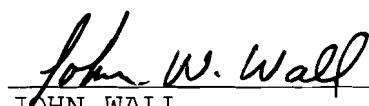
J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

ISLAND FLYERS, INC.

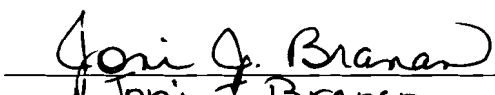


JOHN WALL
Its: President

STATE OF FLORIDA

COUNTY OF NASSAU

The foregoing instrument was acknowledged before me
this ____ day of December, 2002, by JOHN WALL, as President
of ISLAND FLYERS, INC., a Florida corporation, on behalf of
the corporation. He is personally known to me or has
produced _____ as identification and did take an oath.



Joni J. Branan

NOTARY PUBLIC
State of Florida
My Commission Expires:



JONI J. BRANAN
Notary Public, State of Florida
My comm. expires July 5, 2008
Comm. No. DD 131569

h/anne/agreements/island-flyers-license-agmt

AUG 5 1997

COMPOSITE EXHIBIT "A"

BK 0802 PG 0047
OFFICIAL RECORDS

**LOFTON CREEK LANDFILL
LANDFILL CLOSURE PROCEDURES
DECLARATION TO THE PUBLIC**

NOTICE

Any future owner or user of this site should consult with the Florida Department of Environmental Protection, Bureau of Solid Waste Management, telephone (904) 448-4320 prior to planning or initiating any activity involving the disturbance of the landfill cover, monitoring system or other control structures.

LEGAL DESCRIPTION OF PROPERTY per 62-701.610(5) FAC

A legal description of the Lofton Creek Landfill property as performed by Vernon N. Drake & Associates and submitted on 9/2/80 for the Nassau County Board Of Commissioners:

A PORTION OF THE JOHN LOWE MILL GRANT, SECTION 37 AND A PORTION OF THE JOHN D. VAUGHAN GRANT, SECTION 38, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA.

Said portions being more particularly described as follows: For a point of reference commence at a point where the Southerly extension of the centerline of State Road No. S-108-A also known as 200-A, intersects with the former 75.0' foot Southerly right-of-way line of State Road No. 200; and run North 72° - 46' West along said former Southerly right-of-way line, a distance of 2,480.02' Feet to the beginning of a curve concave to the Southerly, having a radius of 5,692.15' Feet; run thence in a Westerly direction continuing along said right-of-way and along the arc of said curve, a chord distance of 495.08' Feet (the bearing of the afore said chord being North 75°-00'-10" West); run thence South 4°-37' West, a distance of 403.50' Feet; run thence South 85°-23' West, a distance of 487.10' Feet; run thence South 4°- 37' West, a distance of 1,282.35' Feet to the POINT OF BEGINNING.

From the Point of Beginning thus described continue South 4°- 37' West, a distance of 3,286.18' Feet, run thence North 85°- 23'-14" West, a distance of 226.40' Feet; run thence North 29°- 24'-53" West, a distance of 1,371.85' Feet; run thence North 4°- 27' East, a distance of 1,900.82' Feet; run thence North 80°- 35' East, a distance of 1,024.72' Feet to the Point of Beginning.

The portion of land thus described contains 62.1414 acres more or less. See attached copy of the legal survey map.

HN 12.33

REG. LAND SURVEYOR NO. 1558
 VERNON N. DRAKE & ASSOC.
 P.O. BOX 782
 103 SOUTH TENTH STREET
 FERNANDINA BEACH, FLORIDA.

SCALE: 1" = 500'
 DATE: SEPT. 9, 1980

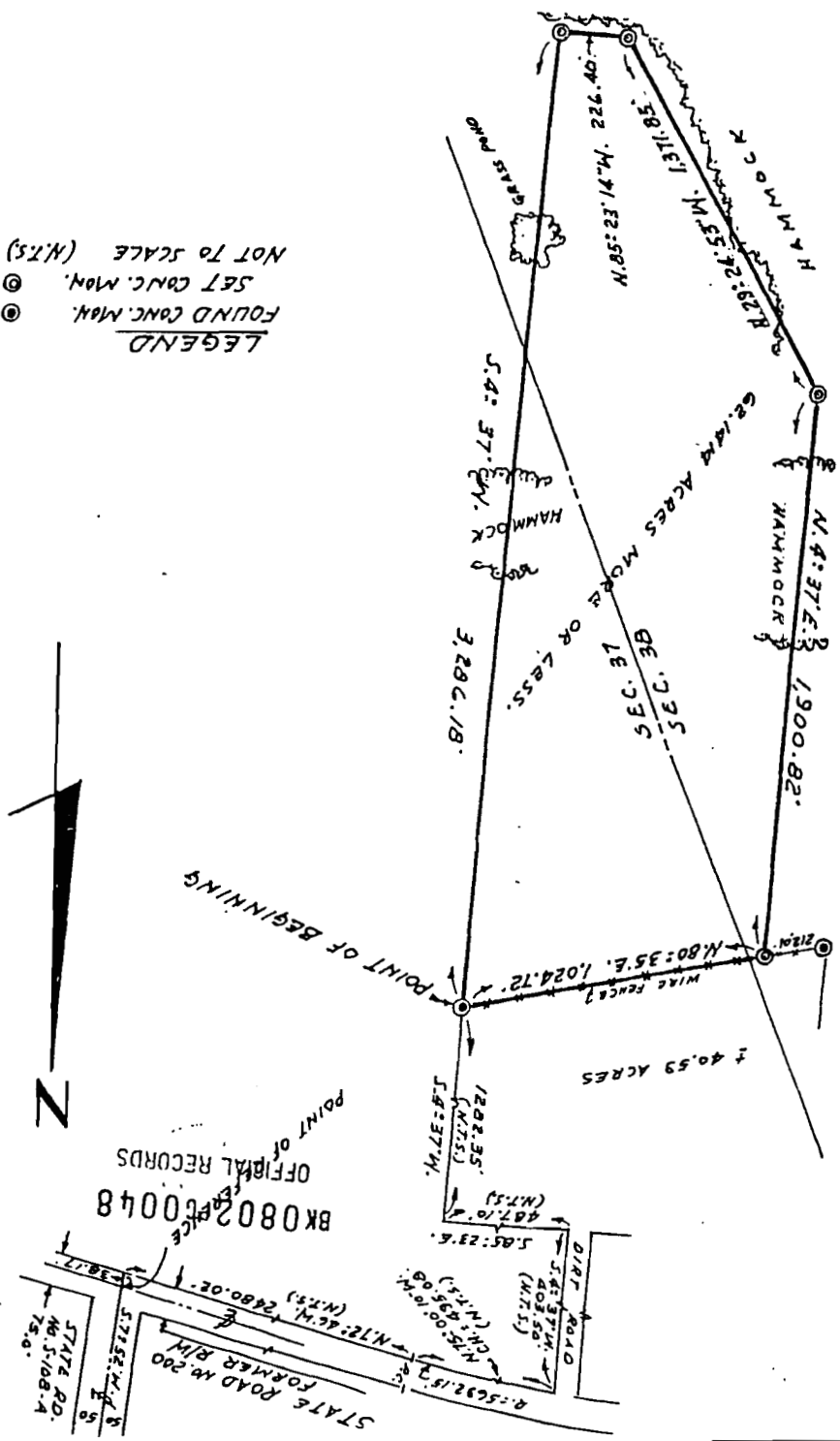
BOARD OF COUNTY COMMISSION
 -FOR-

A PORTION OF THE JOHN LOWE MILL GRANT,
 SECTION 37, AND A PORTION OF THE JOHN D.
 VAUGHAN GRANT, SECTION 38, TOWNSHIP
 2 NORTH, RANGE 27 EAST, MASSALL
 COUNTY, FLORIDA.

MAP TO SHOW SURVEY OF

- NOTES**
1. DESCRIPTION FURNISHED ON SEPARATE SHEET.
 2. BEARINGS SHOWN REFER TO FLA. D.O.T. R/W
- MAPS FOR STATE ROAD NO. 5-108-A
 SEC. NO. 7460-175.









LEGEND
 FOUND CONC. MARK. (M.T.S.)
 SET CONC. MARK. (M.T.S.)
 NOT TO SCALE (M.T.S.)



STATE ROAD NO. 200
 FORMER R/W
 STATE ROAD NO. 200
 FORMER R/W
 DIKE ROAD
 OFFICIAL RECORDS
 BK 080260048
 POINT OF BEGINNING



LEGEND

-  BUILDING
-  LOFTON CREEK
-  PROPERTY BOUNDARY
-  PLANTED PINES
-  MW-1 COMPLIANCE WELL CLUSTERS
-  SW-1 SURFACE WATER SAMPLE LOCATION
-  MW-13 BACKGROUND WELL CLUSTERS
-  MW-18 ASSESSMENT WELL CLUSTERS

NOTES

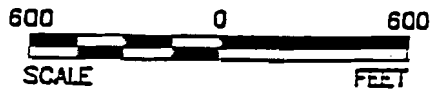
WELL AND PIEZOMETER LOCATIONS ARE APPROXIMATE.

ALL WELL LOCATIONS CONSIST OF THREE WELL CLUSTERS EXCEPT AS DENOTED BY THE DESIGNATION "D" WHICH INDICATES A DEEP WELL ONLY.

REFERENCES

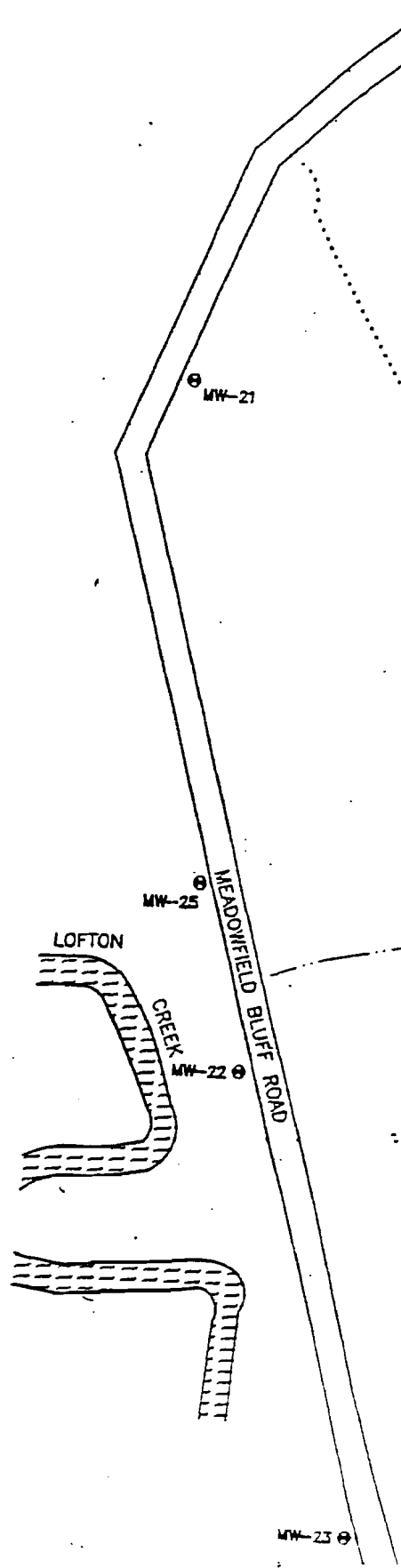
WELL LOCATIONS OBTAINED FROM SPECTRUM DATA SOLUTIONS, INC. DRAWING MED "LOFTON 3/99".

MONITORING WELL LOCATIONS OBTAINED FROM NASSAU COUNTY SOLID WASTE DEPARTMENT, DRAWING UNTITLED.



NASSAU COUNTY/FL

MONITORING WELL AND SURFACE WATER SAMPLE LOCATIONS LOFTON CREEK LANDFILL



Oct 21, 2001 - 4:10pm