

AMENDED LICENSE AGREEMENT

THIS AMENDED LICENSE AGREEMENT entered into this
9th day of June, 2008, 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 **STEPHEN AND JULIE BROWN**,
hereinafter referred to as "Brown".

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

SECTION ONE

GRANT OF LICENSE; DESCRIPTION OF PREMISES

County hereby grants to Brown a license to occupy and
use, subject to all of the terms and conditions of this
Agreement: (1) the two (2) parking spaces paved area
immediately in front of the door to Brown's business and
immediately left of the striped parking area up to the curb
section; and (2) the sidewalk in front of 2856 Sadler Road,
Fernandina Beach, Florida 32034, as depicted in Exhibit
"A".

SECTION TWO

LIMITATION TO DESCRIBED PURPOSE

Pursuant to this Agreement, Brown may place bicycles
and may park no more than two (2) motorized scooters in
~~this area~~ the paved area and sidewalk in conjunction with

his rental business. Brown shall not park scooters for display purposes or place bicycles in the striped parking areas.

SECTION THREE

MAINTENANCE

Brown shall keep the subject area free from litter and debris, and Brown shall keep the premises safe for public use. Brown shall refrain from obstructing the view of oncoming cars and pedestrians, as to cause a hazardous condition. In addition to keeping the area safe for foot traffic, Brown shall inform the City of Fernandina Beach immediately should any unsafe condition/hazard arise.

SECTION FOUR

TERMINATION

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.

SECTION FIVE

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 SIX

ADA COMPLIANCE

By granting this License, Nassau County shall not be responsible for ADA compliance.

SECTION SEVEN

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 SEVEN EIGHT

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 EIGHT NINE

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 Brown:

Mr. Stephen Brown
2856 Sadler Road
Fernandina Beach, FL 32034

SECTION NINE TEN

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 TEN ELEVEN

ACCESS/ENTRY CONTROL

Brown's use, as provided herein, shall be non-exclusive. Brown shall not construct or cause to have constructed any barriers, blockades or other obstructions that would hinder the public's use and enjoyment of the sidewalk area, except as specifically authorized herein.

SECTION ELEVEN TWELVE

INSURANCE

During the license period, Brown, 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 \$500,000.00 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. Brown shall furnish County with a certificate of insurance evidencing compliance with the provisions of this Paragraph periodically upon County's request. Brown 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 Brown.

SECTION TWELVE THIRTEEN

INJURY OR DAMAGE TO PROPERTY OR PREMISES

The use of the property pursuant to this License shall be at the sole risk of Brown, and the County shall not be

liable to Brown or any other person for any injury, loss or damage to property or to any person on the property.

By accepting this License, Brown agrees to indemnify and hold harmless the County, its employees and officers, based upon any claim or litigation that arises from the utilization of the property that is the subject of this License.

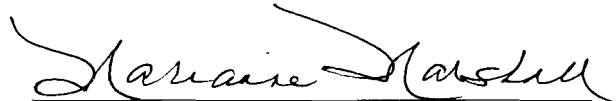
SECTION THIRTEEN FOURTEEN

INDEMNIFICATION

Brown 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 life or property caused solely by the negligence of the County.

Time is of the essence.

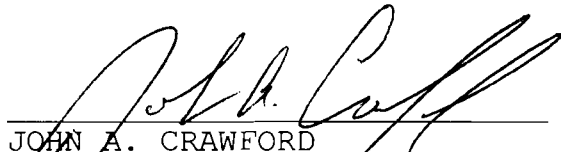
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



MARIANNE MARSHALL

Its: Chairman

Attest as to Chairman's signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:



DAVID A. HALLMAN



JULIE BROWN

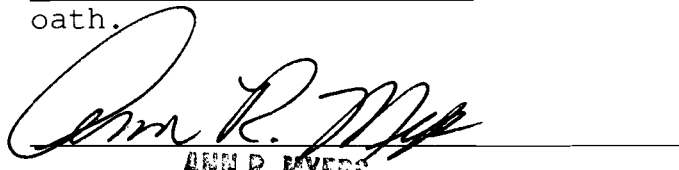


STEPHEN BROWN

STATE OF FLORIDA

COUNTY OF NASSAU

The foregoing instrument was acknowledged before me
this ~~1st~~ ^{July} day of ~~April~~, 2008, by STEPHEN BROWN and JULIE
BROWN. They are personally known to me ~~or have produced~~
_____ as ~~identification~~ and did take an
oath.



ANN R. MYERS
NOTARY PUBLIC
State of Florida
My Commission Expires:



JAX\1223463_1

LICENSE AGREEMENT

THIS AGREEMENT entered into this 8th day of October, 2007, 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 **STEPHEN AND JULIE BROWN**, hereinafter referred to as "Brown".

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

SECTION ONE

GRANT OF LICENSE; DESCRIPTION OF PREMISES

County hereby grants to Brown a license to occupy and use, subject to all of the terms and conditions of this Agreement, the two (2) parking spaces and sidewalk in front of 2856 Sadler Road, Fernandina Beach, Florida 32034, as depicted in Exhibit "A".

SECTION TWO

LIMITATION TO DESCRIBED PURPOSE

Pursuant to this Agreement, Brown may place bicycles and may park no more than two (2) motorized scooters in this area in conjunction with his rental business.

RECEIVED
2007 NOV - 5 AM 9: 53
COUNTY ATTORNEY

SECTION THREE

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SECTION SEVEN

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minimum protection, during the term of this License, of not less than \$500,000.00 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. Brown shall furnish County with a certificate of insurance evidencing compliance with the provisions of this Paragraph periodically upon County's request. Brown 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 Brown.

SECTION TWELVE

INJURY OR DAMAGE TO PROPERTY OR PREMISES

The use of the property pursuant to this License shall be at the sole risk of Brown, and the County shall not be liable to Brown or any other person for any injury, loss or damage to property or to any person on the property.

By accepting this License, Brown agrees to indemnify and hold harmless the County, its employees and officers, based upon any claim or litigation that arises from the utilization of the property that is the subject of this License.

SECTION THIRTEEN

INDEMNIFICATION

Brown 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 life or property caused solely by the negligence of the County.

Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


JIM B. HIGGINBOTHAM
Its: Chairman

Attest as to Chairman's Signature:

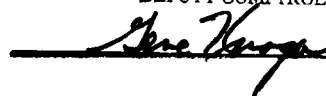


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:


DAVID A. HALLMAN

REVIEWED BY GENE KNAGA
DEPUTY COMPTROLLER

 DATE 10/8/07

(signatures continue on the next page)

Julie Brown
JULIE BROWN

Stephen Brown
STEPHEN BROWN

STATE OF FLORIDA

COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 26th day of October, 2007, by STEPHEN BROWN and JULIE BROWN. They are personally known to me ~~or have produced~~ ~~as identification~~ and did take an oath.

Ann R. Myers
ANN R. MYERS

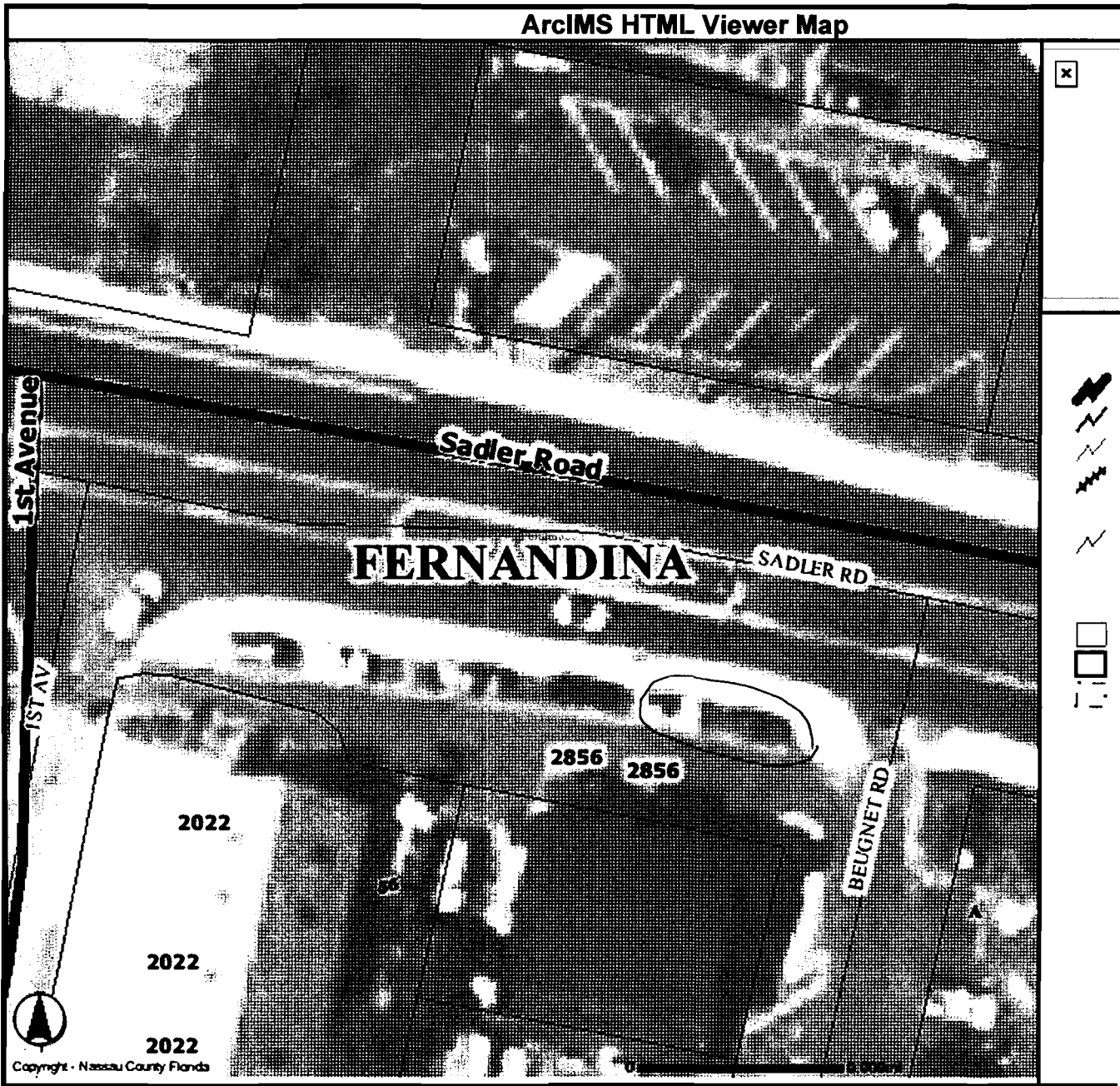
NOTARY PUBLIC
State of Florida
My Commission Expires:

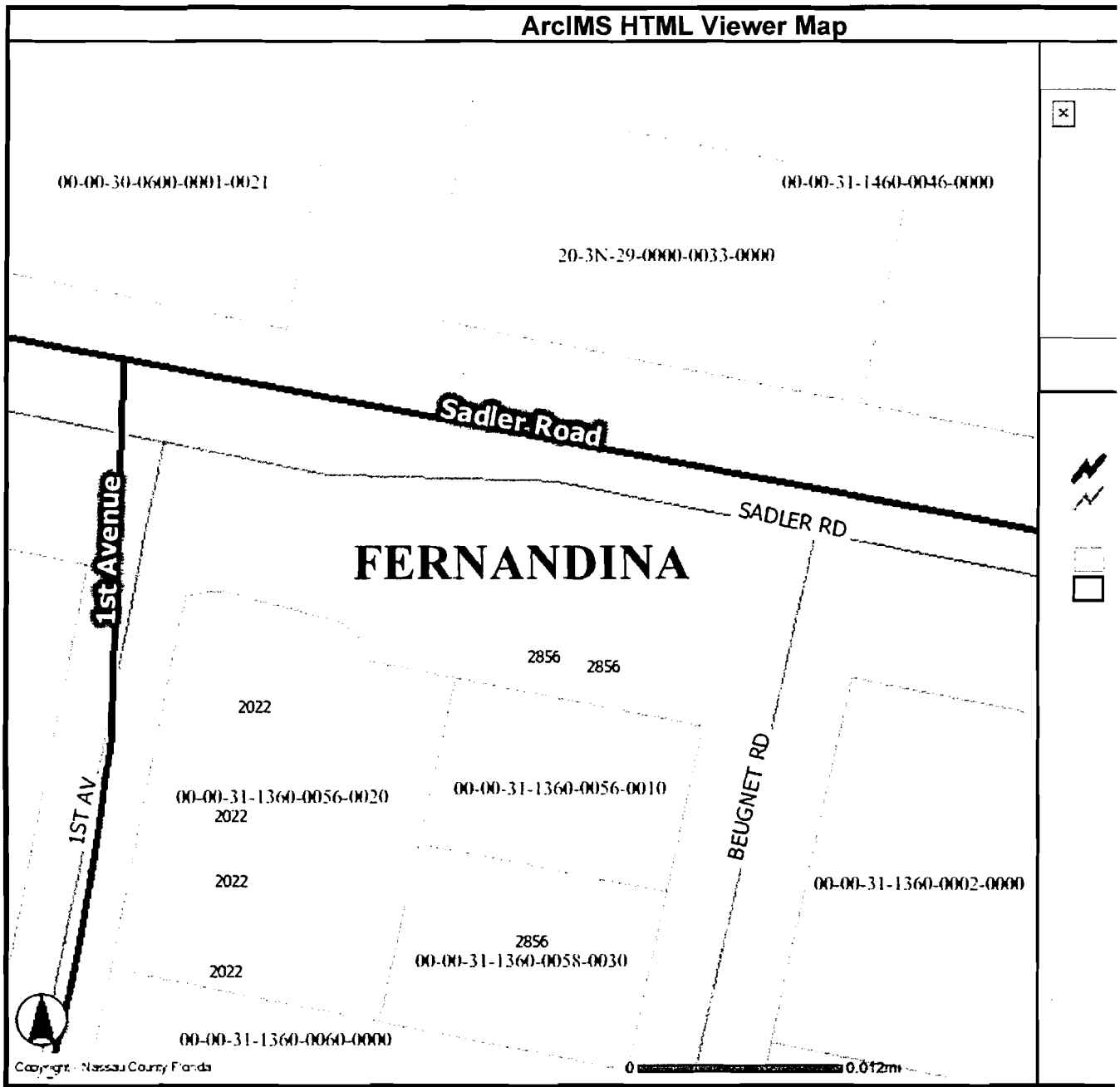


Ann R. Myers
MY COMMISSION # DD-759 EXPIRES
January 3, 2008
BONDED THRU TROY FAIN INSURANCE, INC.

EXHIBIT "A"

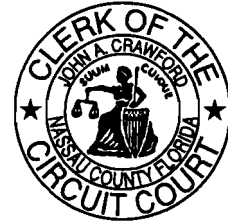
ArcIMS HTML Viewer Map







John A. Crawford
Clerk of the Circuit Court
Nassau County



July 16, 2008

Michael S. Mullin, Esquire
Rogers, Towers
960185 Gateway Boulevard
Suite 203
Amelia Island, Florida 32034

RE" Addendum to the License Agreement between Nassau County and
Stephen and Julie Brown (CN08-04A)

Dear Mr. Mullin:

Enclosed for your record is one fully executed copy of the referenced addendum agreement approved by the Board on June 9, 2008. Please forward a copy to your client.

If I can be of any service to you, please do not hesitate to let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "John A. Crawford".

John A. Crawford
Ex-Officio Clerk

Enclosure