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REVOCABLE LICENSE AND
INDEMNIFICATION AGREEMENT

THIS AGREEMENT entered into this 14TH day of APRIL, 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 **PIRATE'S WOOD ASSOCIATION, INCORPORATED**, a Florida not-for-profit corporation, hereinafter referred to as "Association".

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

SECTION ONE

GRANT OF LICENSE; DESCRIPTION OF PREMISES

County hereby grants to Association a license to occupy and use, subject to all of the terms and conditions of this Agreement, an area not to exceed fifty (50) square feet or 5' x 10' of that portion of a one hundred feet (100') Nassau County right-of-way known as Blackrock Road and located north of Long Johns Trail and south of Pirates Way. The portion of the right-of-way authorized for use and subject to the terms and conditions expressed herein excludes those portions of the right-of-way that is paved and/or used for treatment of stormwater (ditches), as depicted in Exhibit "A".

SECTION TWO

LIMITATION TO DESCRIBED PURPOSE

Pursuant to this Agreement, the Association, after obtaining all applicable permits from Nassau County, may

33 construct a monument style subdivision entrance sign not to
34 exceed 2'x 9'x 7'6" within the specified area.

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SECTION THREE

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MAINTENANCE

38 Association shall keep the subject area free from litter
39 and debris, and Association shall keep the premises safe
40 for public use. The Association shall inform the County
41 immediately should any unsafe condition/hazard arise.

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SECTION FOUR

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TERMINATION

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

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SECTION FIVE

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GOVERNING LAW

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

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SECTION SIX

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ENTIRE AGREEMENT

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

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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:

Nassau County Board of County Commissioners
c/o County Coordinator
Post Office Box 1010
Fernandina Beach, Florida 32035-1010

To Association:

Pirate's Wood Association, Inc.
c/o Property Management Systems Inc.
Attn: Terrell J. Powell
463499 State Road 200
Yulee, Florida 32097

SECTION EIGHT

ASSIGNMENT OF RIGHTS

The rights of the Licensee 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 County.

SECTION NINE

ACCESS/ENTRY CONTROL

Association's use, as provided herein, shall be nonexclusive. Association shall not construct or cause to have constructed any barriers, blockades, or other obstructions that would hinder the public's use and

100 enjoyment of the area, except as specifically authorized
101 herein.

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SECTION TEN

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INSURANCE

105 During the license period, Association, at its own expense,
106 shall provide and keep in force comprehensive general
107 public liability insurance against claims for bodily
108 injury, death or property damage occurring on, in, or about
109 the aforementioned property, such insurance to afford
110 minimum protection, during the term of this License, of not
111 less than \$500,000.00 in respect to personal injury or
112 death to any one person, and of not less than \$500,000.00
113 for property damage, combined single limit per occurrence.

114 Such policy shall name the County as an additional named
115 insured and shall be endorsed with an agreement that no
116 change in coverage shall occur without the prior written
117 ~~consent of the County. Association shall furnish the~~

118 County Risk Management Coordinator with a certificate of
119 insurance evidencing compliance with the provisions of this
120 Paragraph periodically upon County's request. Association
121 shall provide any additional insurance through a rider, if
122 so required by the County due to any change in the use of
123 the aforementioned property by Association.

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SECTION ELEVEN

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INDEMNIFICATION

127 The County shall not be liable for any damage to any
128 improvements or property placed within the County Property
129 subject to this Revocable License and Indemnification
130 Agreement and the Association, their successors and
131 assigns, do hereby expressly indemnify and save the County

132 harmless from any and all claims whatsoever arising from
133 their use of the County Property covered by this Revocable
134 License and Indemnification Agreement; including any claim
135 for damages arising from damaged property or injury to
136 persons and do hereby expressly agree to indemnify and save
137 the County harmless from any and all such damages, costs,
138 attorney's fees or other costs or expenses whatsoever,
139 arising from this use of the County Property.

140

141 **IN WITNESS WHEREOF**, the parties hereto have executed
142 this Revocable License and Indemnification Agreement as of
143 the day and year first above written.

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Board of County Commissioners
Nassau County, Florida

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MARIANNE MARSHALL

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Its: ~~Chairman~~ **Chair**

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155 Attest as to Chairman's Signature:

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JOHN A. CRAWFORD
Its: Ex-Officio Clerk

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163 Approved as to form by the
164 Nassau County Attorney:

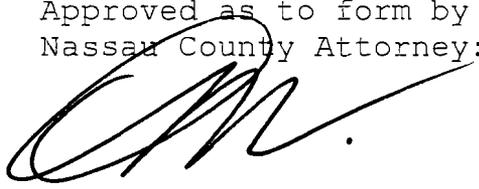
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DAVID A. HALLMAN

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173 Association:

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179 ~~Terrell J. Powell, Agent~~

David Turner
~~Mary Yates, President~~
David Turner

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181 State of Florida

182 County of Nassau

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184 The foregoing instrument was acknowledged before me this

185 31st day of January, 2008, by ~~Terrell J. Powell,~~

186 ~~authorized agent for Pirate's Wood Association, Inc. and~~

187 ~~Mary Yates,~~ ^{David Turner} President of Pirate's Wood Association. ~~They~~

188 are personally known to me or have produced

189 FLA DL as identification and did

190 take an oath.

191

192

193

194

Reeta J. Gammon



195 Notary Public

196 State of Florida

197 My Commission Expires:

<i>J. C. Shibley</i>	Board Member	1-27-2008
<i>Just Mills</i>	BOARD MEMBER	1-28-08
<i>T. M. R.</i>	BOARD MEMBER	1/30/08
<i>DJ E.</i>	Board Member	1/30/08
<i>Rob B. N.</i>	Board Member	1/31/08

EXHIBIT A

