

LICENSE AGREEMENT

THIS LICENSE AGREEMENT entered into this 11<sup>th</sup> <sup>14th BKH</sup> day of JUNE, 2010, 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 **CARLTON DUNES CONDOMINIUM ASSOCIATION, INC.**, a Florida non-profit corporation, hereinafter referred to as "CARLTON DUNES CONDOMINIUM ASSOCIATION, INC".

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

SECTION ONE  
**GRANT OF LICENSE; DESCRIPTION OF PREMISES**

County hereby grants to Carlton Dunes Condominium Association, Inc. a license to enter and occupy, subject to all of the terms and conditions of this Agreement: the grassy area just north of the Carlton Dunes entry gate.

SECTION TWO  
**LIMITATION TO DESCRIBED PURPOSE**

Pursuant to this Agreement, Carlton Dunes Condominium Association, Inc. may place no more than five storage containers, approximately 10' x 40' in size, to be used for storage during the ongoing construction-related activities at Carlton Dunes, on the grassy area just north of the Carlton Dunes entry gate. The term of this Agreement is

approximately twenty (20) to twenty-four (24) months. Carlton Dunes Condominium Association, Inc., shall not place these containers within the parking areas for Carlton Dunes.

**SECTION THREE**  
**MAINTENANCE**

Carlton Dunes Condominium Association, Inc. shall keep the subject area free from litter and debris, and Carlton Dunes Condominium Association, Inc. shall keep the premises safe for public use. Carlton Dunes Condominium Association, Inc. 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, Carlton Dunes Condominium Association, Inc. shall inform Nassau County immediately should any unsafe condition/hazard arise. Carlton Dunes Condominium Association, Inc. shall replace any grass that is damaged as a result of the placement of these containers in the grassy area.

**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 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 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 Manager  
96135 Nassau Place, Suite 1  
Yulee, FL 32097

To Amelia Island Management:

Mr. John P. Raczynski  
Sr. Community Association Manager  
Amelia Island Management, Inc.  
Post Office Box 3000  
Fernandina Beach, FL 32035

**SECTION 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 ELEVEN**  
**ACCESS/ENTRY CONTROL**

Carlton Dunes Condominium Association, Inc.'s use, as provided herein, shall be non-exclusive. Carlton Dunes Condominium Association, Inc. 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 parking area, except as specifically authorized herein.

**SECTION TWELVE**  
**INSURANCE**

During the license period, Carlton Dunes Condominium Association, Inc., 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. Carlton Dunes Condominium Association, Inc. shall furnish County with a certificate of insurance evidencing compliance with the provisions of this Paragraph periodically upon County's request. Carlton Dunes Condominium Association, Inc. 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 Carlton Dunes Condominium Association, Inc.

**SECTION THIRTEEN**  
**INJURY OR DAMAGE TO PROPERTY OR PREMISES**

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

By accepting this License, Carlton Dunes Condominium Association, Inc. 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 FOURTEEN**  
**INDEMNIFICATION**

Carlton Dunes Condominium Association, Inc. 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

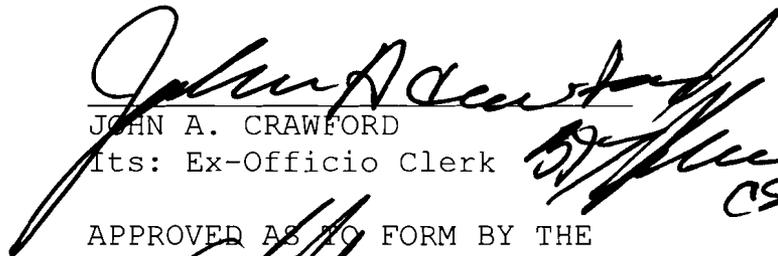
egress from such premises, except liability for personal injuries, property damages, or loss of life or property caused solely by the negligence of the County.

Time is of the essence.

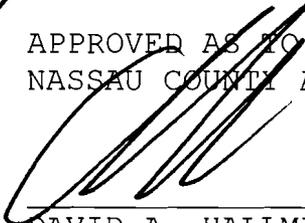
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
MICHAEL H. BOYLE  
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

(SIGNATURES CONTINUE ON THE NEXT PAGE)

CARLTON DUNES CONDOMINIUM ASSOCIATION, INC.

Teddy S  
By: T. Solomon  
Its: President

STATE OF Florida  
COUNTY OF Nassau

Before me personally appeared, Teddy S. Solomon, who is personally known  or produced \_\_\_\_\_ as identification, known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 11th day of June, 2010.

Shirlene S. Reeves  
Notary Signature

Notary-Public-State of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_



SHIRLENE S. REEVES  
Commission D0612617  
Expires May 26, 2011  
Bonded Thru Troy Fair Insurance 800-385-7019



# CERTIFICATE OF LIABILITY INSURANCE

OP ID CS  
CARLTONDATE (MM/DD/YYYY)  
06/04/10

<b>PRODUCER</b> Brown & Brown of Florida, Inc. Building 100, Suite 100 10151 Deerwood Park Blvd Jacksonville FL 32256 Phone: 904-565-1952 Fax: 904-565-2440	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b>  Carlton Dunes Condominium Association P.O. Box 3000 Amelia Island FL 32035	INSURER A: <b>Charter Oak Fire Ins Co</b>	
	INSURER B: <b>Great American Insurance Co</b>	
	INSURER C:	
	INSURER D:	
	INSURER E:	

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>	6604288N045	06/08/09	06/08/10	EACH OCCURRENCE	\$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5000
	<input checked="" type="checkbox"/> <b>H&amp;NO Auto \$1mil</b>				PERSONAL & ADV INJURY	\$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2000000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 2000000
	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	<b>EXCESS / UMBRELLA LIABILITY</b>				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N				E.L. EACH ACCIDENT	\$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	<b>OTHER</b>					
B	<b>Property (XWind)* Special Form W/RC</b>	MAC6001985	06/08/09	06/08/10	Ea Bldg Ded	\$7,564,149 \$5,000

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: General Liability coverage for 5 PODs located on 10,000 sq ft of land at Peters Point Park (1974 S. Fletcher Avenue, Amelia Island, FL) just north of Carlton Dunes entry gate.

### CERTIFICATE HOLDER

**NASSA18**

Nassau County/City Of  
Fernandina  
96161 Nassau Place  
Yulee FL 32097

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



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CARLTON

DATE (MM/DD/YYYY)

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	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ <b>5000</b>
	<input checked="" type="checkbox"/> <b>H&amp;NO Auto \$1mil</b>				PERSONAL & ADV INJURY \$ <b>1000000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ <b>2000000</b>
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	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
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	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	<b>EXCESS / UMBRELLA LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
	<b>OTHER</b>				E.L. DISEASE - POLICY LIMIT \$

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AUTHORIZED REPRESENTATIVE

