

**LICENSE AGREEMENT RE: PORTION OF DOCTORS INLET LANDFILL**

This **LICENSE AGREEMENT** (“Agreement”) is made and entered into this 28 day of June, 2022 (“Effective Date”), by and between **CLAY COUNTY**, a political subdivision of the State of Florida, (the “Licensor”) and **CLAY COUNTY FLYERS RADIO CONTROLLED CLUB, INC., #4566**, a Florida Not-For-Profit Corporation (the “Licensee”).

WITNESSETH, that in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. The Licensor hereby grants unto the Licensee a limited, revocable license to use a certain portion of the Doctors Inlet Landfill described and referred to herein as the Flying Area for the purposes and under the terms and conditions hereinafter set forth. The term of the license shall commence on the **Effective Date** set forth above, and end at midnight on **September 30, 2023**, unless sooner terminated or revoked as provided hereunder. As nominal consideration for the grant of the license, the Licensee has paid unto the Licensor the sum of \$1.00, the receipt of which is hereby acknowledged, and objections to the sufficiency and adequacy of which are hereby waived. The term of the license shall not automatically renew but shall be renewed only upon subsequent agreement approved by the Licensor. This Agreement supersedes any previous agreement, and any agreement between the parties related to this license to use a certain portion of the Doctors Inlet Landfill in effect at the time that this Agreement is executed shall be cancelled and become null and void as of the Effective Date of this Agreement.

2. The Flying Area shall consist of that portion of the Doctors Inlet Landfill situated within the limits of the cap thereof, as shown on the sketch of the Doctors Inlet Landfill attached hereto as **Exhibit A** and designated as “Flying Area.”

3. The Licensee’s members and their authorized guest shall only be permitted to park their motor vehicles within the area designated as “Parking Area” in **Exhibit A**. The Licensee shall not park or operate, or allow any of its members or guests to park or operate any motor vehicle within the Flying Area.

4. The Licensee shall be permitted to use the Flying Area for the limited purpose of establishing and maintaining an Academy of Model Aeronautics (AMA) chartered club and flying site. With the prior written consent of the Licensor, the Licensee may install runways and portable buildings within the Flying and Parking Areas. Portable structures such as aircraft tables, safety fences and sunshades may be installed by the Licensee within the Flying and Parking Areas without prior consent of the Licensor. The Licensee is permitted to mow the grass located within the vicinity of the runway, buildings, and portable structures located within the Flying and Parking

Areas and perform routine maintenance on the Licensee's runways and buildings located within the Flying and Parking Areas. The Licensee is permitted to operate model aircraft, model rockets, and remote-controlled ground vehicles (collectively referred to as "Model Aircraft") in the Flying Area, but they must be operated in accordance with the safety standards set forth by the AMA and maintain Land-Fill Cap integrity. The Licensee is also permitted to perform club functions such as meetings, demonstrations and training sessions in the Flying Area. No other use of the Flying or Parking Areas are permitted without the prior written consent of the Licensor, which consent may be withheld by the Licensor for any or no reason. Immediately upon the termination of the license granted under this Agreement, the Licensee shall remove all runways and structures installed by the Licensee at the Licensee's expense. Written consent required under this provision may be obtained from the Director of the County's Department of Environmental Services or designee on behalf of the Licensor.

5. At all times during the use of the Flying Area and the Parking Area by the Licensee, its members, and their authorized guests, the Licensee shall observe and require the observance of the Rules of Conduct set forth in **Exhibit B** attached hereto and by reference made a part hereof.

6. The Licensee shall not be deemed hereby to have acquired any estate or interest in the Doctors Inlet Landfill, in the Flying Area, or in the Parking Area. Accordingly, the Licensee shall not transfer, mortgage, pledge, assign or convey or attempt to transfer, mortgage, pledge, assign or convey its interest in this Agreement, or authorize anyone to use the Doctors Inlet Landfill or the Flying Area for any purpose other than as set forth in this Agreement. Any purported transfer, mortgage, pledge, assignment or conveyance by the Licensee of its interest in this Agreement, or any purported authorization granted by the Licensee to anyone to use the Doctors Inlet Landfill or the Flying Area for any purpose other than as set forth in this Agreement is null and void, and shall operate to revoke and terminate automatically the license granted under this Agreement.

7. The Licensee shall not discriminate against any person based on race, creed, color, gender, religion, ethnic or national origin, age, marital status or disability in conducting the uses and operations at the Flying Area authorized under this Agreement.

8. Only members in good standing with the Licensee may be authorized to use the Flying Area to operate and fly Model Aircraft. Members may authorize guests to use the Flying Area to operate and fly Model Aircraft if and only if the guest is accompanied by the member at all times. Each guest must provide current AMA membership at the Flying Area before being permitted to enter upon and fly Model Aircraft thereon.

9. Under no circumstances will non-member guests of the Licensee be allowed to remain at the Flying Area. If invited or uninvited flyers or visitors refuse to leave the site, the Clay County Sheriff's Office will be notified to escort visitors or guests from the site. The Licensor will inform the Clay County's Sherriff's Office of this provision of the Agreement.

10. The Licensee is responsible for security at the Flying Area when the Doctors Inlet Environmental Convenience Center (ECC) is closed to the public. The entry gate shall be locked after a member enters the site and locked when the member leaves the site. **The entry gate shall never be left open by the member at any time during hours that the Doctors Inlet ECC is closed.** The Licensee will advise its membership that members who leave the gate open will be subject to dismissal from the Clay County Flyers Radio Controlled Club.

11. **No Licensee member or invited guest may use the Flying Area to dispose of solid waste or other refuse when the Doctors Inlet ECC is closed or when it's open if member does not live in Clay County.** This includes any solid waste or other refuse generated at the site. The Licensee will advise its membership that members who dispose of solid waste or other refuse at the Flying Area when it is closed will be subject to dismissal from the Clay County Flyers Radio Controlled Club.

12. Neither the Licensee nor any of the Licensee's members and their authorized guests shall make or permit the making of any unlawful, improper, or offensive use of the Doctors Inlet Landfill, the Parking Area, or the Flying Area. The Licensee, its members and their authorized guests are prohibited from bringing, consuming, displaying or discarding alcoholic beverages within or on the Doctors Inlet Landfill, the Parking Area or the Flying Area. The Licensee shall promptly report any violation of this paragraph to the Clay County Sheriff's Office and to the County Manager of Clay County.

13. The Licensor shall retain at all times the right to view and inspect the Doctors Inlet Landfill, the Parking Area and the Flying Area at any time during the term of this Agreement. The Licensor shall also retain at all times the right to perform monthly well samplings, gas measurements of the vents and mowing on the Doctors Inlet Landfill. During the performance of the above duties, the Licensee shall cease and desist from all activities.

14. The Licensee shall provide and maintain a fully equipped first aid kit on site at all times, and at all times, Licensee shall operate and administer the Flying Area in accordance with the industry standards for safety.

15. The Licensee shall require all of its members and their authorized guests making entry within the Flying Area to execute a Release in the form attached hereto as **Exhibit C** prior to such entry. All executed Releases shall be kept and maintained by the Licensee and shall be provided to the Licensor upon its request.

16. Prior to entering upon the Doctors Inlet Landfill, the Parking Area or the Flying Area under the authority of this Agreement, the Licensee shall secure a general liability insurance policy with minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering its activities at the Doctors Inlet Landfill, the Parking Area and the Flying Area arising hereunder. If the Licensee's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Licensee may provide an Umbrella/Excess

insurance policy to comply with this requirement. Either prior to, or simultaneously with the execution of this Agreement, the Licensee must deliver certificates of insurance for the required insurance coverage to the County's Purchasing Department. The certificates of insurance for the required coverages shall name **"Clay County, a political subdivision of the State of Florida; and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear"** as **"Additional Insured."** The Licensee must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The Licensee shall provide thirty (30) day prior written notification to the County's Purchasing Department in the event coverage is cancelled, modified, or non-renewed. If any required insurance coverage is cancelled, terminated or revoked, the Licensee shall immediately suspend its operations until replacement insurance is obtained and verified.

17. In the event the Doctors Inlet Landfill, the Parking Area, the Flying Area or any part thereof, is destroyed or damaged due to the entry upon or use of the Parking Area or the Flying Area under the authority of this Agreement by the Licensee, its members or any of their authorized guests, or due to the operation of Model Aircraft thereon, the Licensee shall immediately notify the County's Department of Environmental Services (the "Department") at which time the Department will determine if the Licensee can make the repairs or if Licensor will make the repairs and then bill the Licensee. If the Department determines that the Licensee can make the repairs, then immediately upon receipt of written demand from the Department thereof, the Licensee must commence, diligently prosecute and expeditiously complete such repairs. If the Department determines that Licensor will make the repairs and then bill the Licensee, then immediately upon receipt from Licensor of such a bill and demand for payment the Licensee shall remit such payment.

18. The Licensee shall fully and completely indemnify, defend and hold harmless Clay County and its Board of County Commissioners, officers, principals, employees, servants and agents, from and against any and all claims, demands, causes, actions and judgments, including the payment of any attorneys' fees and costs, asserted against them or any of them for injury or damages to third parties arising out of the use of the Parking Area and the Flying Area under the authority of this Agreement by the Licensee, its members or any of their authorized guests.

19. This Agreement and the license granted hereunder are subject to immediate termination and/or revocation by the Licensor at any time for any reason with or without cause and for convenience. Upon such termination and/or revocation, the license granted hereunder shall be deemed terminated.

20. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. Access to such public records, may not be blocked, thwarted, and/or hindered

by placing the public records in the possession of a third party, or an unaffiliated party. The Licensee shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to the records and documents associated with this Agreement. A request to inspect or copy public records relating to the Agreement must be made directly to the Licensee.

**IF LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, PUBLICRECORDS@CLAYCOUNTYGOV.COM, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.**

21. The Licensee shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, the Licensor reserves the right to examine and/or audit such records.

22. The Agreement may only be modified or amended upon mutual written agreement of the Licensor and the Licensee. No oral agreements or representation shall be valid or binding upon either party. No alteration or modification of the Agreement terms shall be valid or binding against the Licensor.


23. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Clay County, Florida.

24. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

[The remainder of this page is intentionally blank.]

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Agreement to have been executed on its behalf as of the day and year first written above.


**CLAY COUNTY FLYERS RADIO  
CONTROLLED CLUB, INC., #4566**

By:  (Jun 28, 2022 13:20 EDT)

Print Name: Rex M Hall

Print Title: President Clay County Flyers RC Club

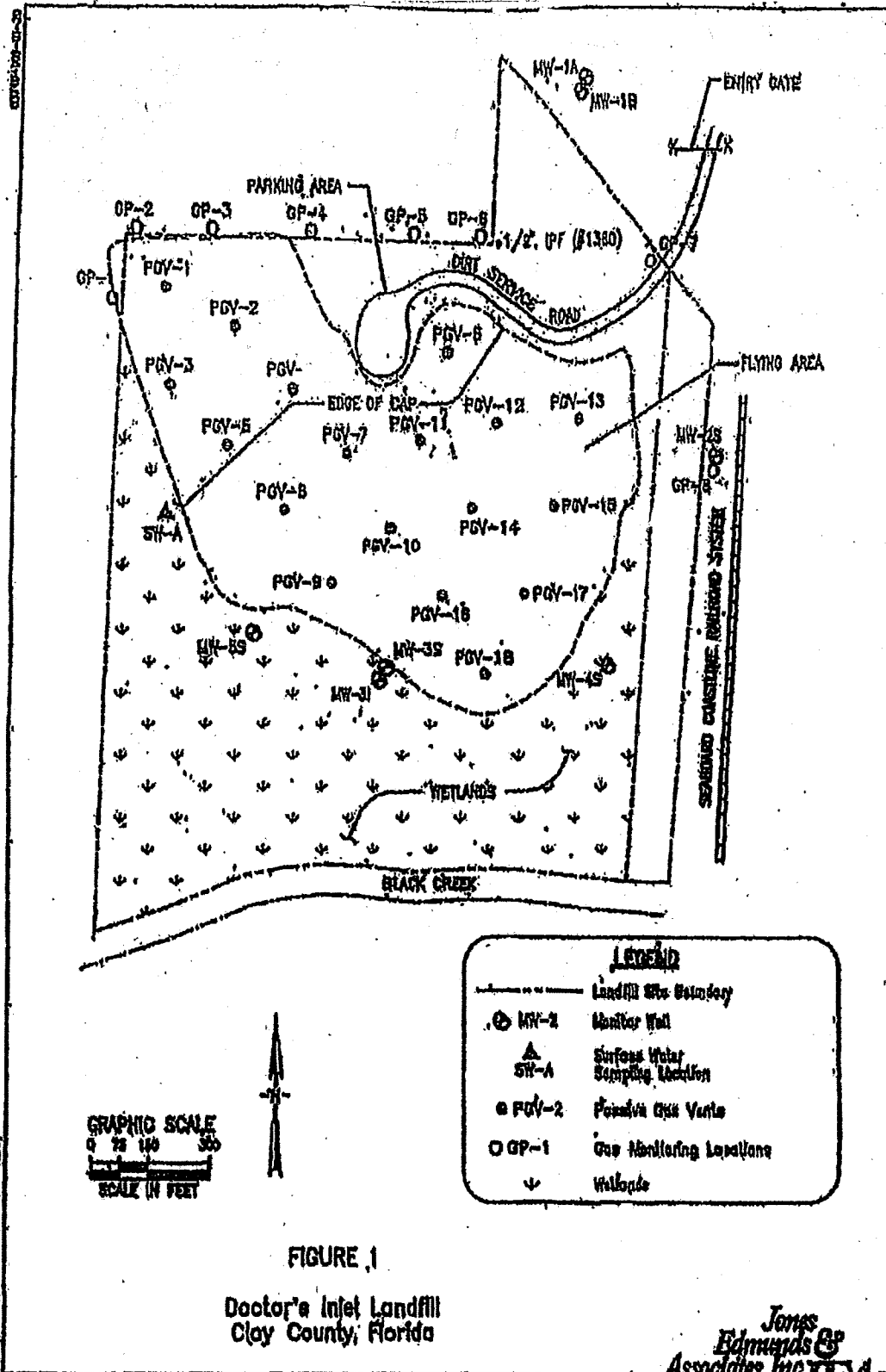
**CLAY COUNTY**, a political subdivision of the  
State of Florida

By:  (Jun 28, 2022 11:52 EDT)

Howard Wanamaker  
County Manager on behalf of the  
Board of County Commissioners

**EXHIBIT A**  
**SKETCH**

EXHIBIT A



LEGEND	
	Landfill Site Boundary
	MW-1 Monitor Well
	Surface Water Sampling Location SH-A
	PGV-2 Potenti Gas Vents
	GP-1 Gas Monitoring Locations
	Wetlands

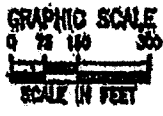


FIGURE 1  
Doctor's Inlet Landfill  
Clay County, Florida

Jones  
Edmunds &  
Associates, Inc. JEA



**EXHIBIT B**  
**RULES OF CONDUCT**

## EXHIBIT B

### RULES OF CONDUCT

- Only foot traffic will be allowed on the landfill cap.
- All vehicles must park in the area designated by the Licensor. No vehicles will be allowed on the closed landfill.
- No structures will be allowed to be constructed on the landfill cap.
- No structures will be constructed adjacent to the landfill cap without first obtaining written consent from the Licensor.
- Disturbing the soil or vegetative cover is prohibited.
- Smoking will not be allowed on the landfill.
- People are advised to remain a minimum of 15 feet from gas vents.
- The Licensee will be allowed to mow the grass within the designated flying area.
- Current operating hours for the Doctors Inlet Environmental Convenience Center (ECC) are Thursday, Friday, and Saturday, 7:30 a.m. until 5:30 p.m. The gate on Sleepy Hollow Road will be open during these times. The gate must remain locked during all Doctors Inlet Environmental Convenience Center (ECC) non-operating hours.
- The hours of operation at the Flying Area for the Licensee are from 8:30 a.m. until 30 minutes prior to sundown.
- Disposal of solid waste at the ECC must be conducted during operating hours only and only from residents of Clay County
- No scavenging or salvaging at the ECC during or after operating hours.
- All accidents, incidents, or damage to any part at the Flying Area, or equipment or structures located on the property, must be reported to the Licensor immediately.

**EXHIBIT C**  
**RELEASE**

**RELEASE**

In consideration for permitting \_\_\_\_\_ (enter name), referred to herein as the PARTICIPANT, to enter upon the Doctors Inlet Environmental Convenience Center (ECC) (the Landfill) on Sleepy Hollow Road in Doctors Inlet, Florida, for the purpose of operating model aircraft, model rockets, and remote-controlled ground vehicles (collectively referred to as "Model Aircraft") or as a spectator thereof, the undersigned as the PARTICIPANT or as the parent or guardian of the PARTICIPANT if the PARTICIPANT is the minor child or ward of the undersigned, does hereby acknowledge that entering, using or occupying the Landfill for such purpose involves the risk of personal injury and property damage associated with, among other potential causes, the facts that (i) the designated flying area is located on the cap of the Landfill through which protrude several methane gas vents from which methane and other gases produced within the Landfill are continually vented in varying concentrations, and which gases may affect people of various sensitivities; (ii) other people of various skill levels and experience may be staging, fueling, testing, repairing, taking-off, flying, landing or otherwise operating Model Aircraft within the designated flying area; (iii) being struck by a Model Aircraft in flight can cause serious injury, death and property damage; and (iv) gasoline and other volatiles used as fuel for Model Aircraft can produce sudden, uncontrolled fires or explosions causing serious injury, death and property damage. THE UNDERSIGNED DOES HEREBY AGREE TO ASSUME THE RISKS incidental to the PARTICIPANT'S entering, using and occupying the Landfill in connection with the staging and operation of Model Aircraft, including but not limited to those risks set out above, and on behalf of the undersigned as the PARTICIPANT or as the parent or guardian of the PARTICIPANT if the PARTICIPANT is the minor child or ward of the undersigned, and on behalf of said child or ward, on behalf of the undersigned's heirs, executors and administrators, and on behalf of said child's or ward's heirs, executors and administrators, DOES HEREBY RELEASE and forever discharge the released parties defined below, of and from all liabilities, claims, actions, damages, costs or expenses of any nature whatsoever in law, equity, or admiralty which the undersigned and the PARTICIPANT ever had, or now have, or may have in the future against the released parties, arising out of or in any way connected with the entry, use and occupancy of the Landfill by the PARTICIPANT in connection with the staging and operation of Model Aircraft, whether as a Model Aircraft operator, as a spectator or otherwise. The undersigned does further agree to indemnify and hold each of the released parties harmless against any and all such liabilities, claims, actions, damages, costs or expenses asserted against them or demanded from them by third parties, including, but not limited to, attorney's fees and disbursements. The released parties are Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, and the principals, officers, employees, agents, representatives, successors and assigns of each. The undersigned specifically acknowledges that he or she has had a reasonable period of time within which to consider entry into this Release, and that the laws of the State of Florida will apply to any dispute concerning the terms of this Release. This Release is executed, binding and effective as of the date set forth below.

**PARTICIPANT or PARTICIPANT's parent or guardian if the PARTICIPANT is a minor:**

**WITNESS:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Check here if PARTICIPANT is a minor

Name of minor if Release executed by Parent or Guardian on behalf of Participant: \_\_\_\_\_










# 2021-2022-182 License Agreement with Clay Co. Flyers Radio Controlled Club - Doctors Inlet Landfill

Final Audit Report

2022-07-06

Created:	2022-06-28
By:	Lisa Osha (Lisa.Osha@claycountygov.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxLBlyCI6i_-yiy6y3GZfcuzRC-qg1z_J

## "2021-2022-182 License Agreement with Clay Co. Flyers Radio Controlled Club - Doctors Inlet Landfill" History

-  Document created by Lisa Osha (Lisa.Osha@claycountygov.com)  
2022-06-28 - 3:47:10 PM GMT
-  Document emailed to Howard Wanamaker (howard.wanamaker@claycountygov.com) for signature  
2022-06-28 - 3:49:16 PM GMT
-  Email viewed by Howard Wanamaker (howard.wanamaker@claycountygov.com)  
2022-06-28 - 3:50:02 PM GMT
-  Document e-signed by Howard Wanamaker (howard.wanamaker@claycountygov.com)  
Signature Date: 2022-06-28 - 3:52:33 PM GMT - Time Source: server
-  Document emailed to rhallfl@gmail.com for signature  
2022-06-28 - 3:52:35 PM GMT
-  New document URL requested by mark.c.nye@comcast.net  
2022-07-06 - 3:42:49 PM GMT
-  Email viewed by rhallfl@gmail.com  
2022-07-06 - 3:44:00 PM GMT
-  Document e-signed by Rex M Hall (rhallfl@gmail.com)  
Signature Date: 2022-07-06 - 5:20:42 PM GMT - Time Source: server
-  Agreement completed.  
2022-07-06 - 5:20:42 PM GMT