

EXHIBIT B

ARCHERY HUNTING AND LAND USE LICENSE AGREEMENT

THIS AGREEMENT, made this **X** day of **X**, 2013 between the Jacksonville Aviation Authority, a body politic and corporate, created and existing under chapter 2001-319 Laws of Florida (Sp. Acts. June 5, 2001), as amended, having a mailing address of 14201 Pecan Park Road, Jacksonville, FL 32218 (“AUTHORITY”) and **X** (“CLUB”) and who for purposes of this AGREEMENT, CLUB has the following mailing address: **X**

**ARTICLE I
Preamble**

For and in consideration of the promises and agreements hereinafter contained, AUTHORITY agrees to permit CLUB to enter upon designated land at Cecil Airport for archery hunting and CLUB agrees to hunt in such area specified in this AGREEMENT, subject to the provisions hereof. Under this Agreement, The Florida Forestry Service Senior Forester on behalf of the AUTHORITY shall serve as the primary contact in regards to hunting privileges as described in this AGREEMENT. For the purposes of this AGREEMENT, the following terms shall be defined as:

Aircraft Operating Area – Shall mean any area of the Airport used, or intended to be used for landing, takeoff and the surface maneuvering of aircraft.

Premises – shall mean the 1,861 acres within the Cecil Airport and is located in Section 35, Township 3 South, East, Duval County, Florida.

Primary Contact – Shall mean the main entity representing the AUTHORITY’S sole interest regarding this hunting program which is the Department of Agriculture, Florida Forestry Service, Senior Forester.

**ARTICLE II
Description**

1. This non-exclusive land license shall be known as the Cecil Airport Hunt Club Land License.
2. The license area includes approximately 1,861 acres within the Cecil Airport and is located in Section 35, Township 3 South, East, Duval County, Florida, lease area CLUB has inspected and acknowledges and agrees said lease area is suitable for the intended purpose hereunder
3. The boundaries of the license area, and any subdivisions thereof, are as shown on the attached area map, which is made a part hereof reference made a part here of (the “PREMISES”) for archery hunting purposes only.

**ARTICLE III
Use Fee**

CLUB hereby agrees to pay AUTHORITY \$_____ annually for the use of Premises for archery hunting purposes only. Upon execution hereof, CLUB shall pay the CLUB Fee to AUTHORITY by delivery of a cashier’s or personal check made payable to AUTHORITY, whose mailing address is: Jacksonville Aviation Authority, 14201 Pecan Park Road, Jacksonville, Florida 32218.

**ARTICLE IV
Term**

The term of this AGREEMENT will commence on **X** and end at midnight on **X**, 2014 (“TERM”). Provided that the CLUB is not in default under this AGREEMENT, this AGREEMENT may be extended four (4) additional one (1) year terms.

ARTICLE V
Terms, Provisions and Conditions

1. The CLUB and their agents, servants, employees, members and invitees shall comply with all airport rules and regulations, wildlife game and fish laws, statutes, ordinances, rules and regulations of the United States, and the State of Florida and all other governmental laws, statutes and regulations.
2. CLUB shall limit the number of participants under this AGREEMENT to a minimum of 15 members and a maximum of 20 members for the purposes stated herein.
3. CLUB understands that the AUTHORITY'S purpose for issuing this license is for controlling wildlife populations within the boundaries of Cecil Airport. In that regard, harvesting of deer is strongly encouraged within the guidelines of this AGREEMENT and applicable federal and state hunting regulations. Also, AUTHORITY maintains right to use its personnel to harvest any nuisance wildlife deemed to be a threat to airport safety at any time.
4. CLUB agrees to maintain a record of all wildlife harvested as well as information regarding sex, weights, and other pertinent information. All harvest information will be turned over to the Florida Forestry Service Senior Forester in charge. Possession of firearms on the premises is prohibited and only archery hunting is permitted. No dogs, on or off leash are permitted on the Premises.
5. CLUB agrees to display hunt club identification on all members as well as vehicles while on the premises. Size, color and type of identification badge and vehicle decal must be approved by the AUTHORITY prior to use.
6. CLUB agrees to install and maintain a member check-in board at the designated CLUB entrance located at Aviation Avenue and Perimeter Road. All hunters will check-in and out of the property before and after each hunt.
7. Since the Premises are located on an airport, all members must comply with airport rules and regulations and airport security plan. CLUB will be responsible for conducting and providing background check information for all members. Background checks shall be coordinated with the AUTHORITY and completed prior to entry on to premises. Additionally, no drugs or other prohibited substances, including alcohol, are allowed on the Premises.
8. CLUB and their agents, servants, employees, members, and invitees shall exercise due care to prevent, control and eliminate forest fires; shall not cause or permit damage or injury to fences, crops, trees or equipment; and shall not commit, suffer or permit waste, damage or injury in or to the Premises. Cooking and warming fires shall be strictly prohibited at all times.
9. No commercial hunting or fishing activities or operations by CLUB or their agents, servants, employees, members or invitees shall be permitted on or from the Premises.
10. CLUB shall not sell directly or indirectly, any hunting or fishing permit, or any other right or privilege hereunder or in the Premises, or assign any or all of the rights and privileges of CLUB granted hereunder without the prior written consent of AUTHORITY, which consent may be withheld by AUTHORITY in its sole discretion. AUTHORITY shall have the right in its sole discretion, to sell, transfer or convey the Premises and the rights and privileges of AUTHORITY under this AGREEMENT. Subject to the foregoing limitations, this AGREEMENT shall bind and inure to the benefit of CLUB and AUTHORITY. CLUB is prohibited from assigning, transferring or selling AGREEMENT without the prior written approval of the AUTHORITY.
11. At any time during the Term, AUTHORITY shall have the right upon notice to CLUB to immediately revoke and terminate this AGREEMENT and the rights and privileges of CLUB hereunder. Additionally, upon verbal notification to CLUB, AUTHORITY may immediately suspend CLUB access due to heightened airport security. In the event of the termination of this AGREEMENT, other than pursuant to Section 13 or Section 24 hereunder, CLUB agrees to accept the AUTHORITY'S refund to CLUB, as its sole remedy, a prorated portion of the consideration paid hereunder by CLUB in an amount equal to the

unused period of time from the date of the termination of the AGREEMENT to the end of the deer hunting season as set by the State of Florida.

12. CLUB shall hold harmless, indemnify, and defend AUTHORITY against any claim, action, loss, damage, injury, liability, cost and expense whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) to persons, including death, or damage to property, arising out of or related to incidental to the AGREEMENT.
 - a. For the purpose of this Indemnification, the term AUTHORITY shall mean Jacksonville Aviation Authority, and shall include it's governing board, officers, employees, agents, successors and assigns.
 - b. The AUTHORITY shall give the CLUB reasonable notice of any suit or claim for which indemnification will be sought under this Section, allow CLUB or it's insurer to compromise and defend the same to the extent of its interest, and reasonably cooperate with the defense of any suit or claim.
 - c. This section relating to Indemnification shall survive the Term of this Agreement, for actions which occur during the Term of this Agreement, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.
13. At all times during the Term of this AGREEMENT and any extension hereto, CLUB shall maintain a liability insurance policy specifically applicable to the Premises insuring CLUB and naming and endorsing AUTHORITY as an additional insured. The liability insurance shall contain limits of no less than \$1,000,000.00 for bodily injury and/or property damage per each occurrence. CLUB shall abide by any invitee requirement established by the insurance company under the liability insurance policy and failure to do so shall automatically cancel this AGREEMENT at the time as the invitee requirement is violated.
14. CLUB and its invitees shall have access to and be allowed on the Premises no earlier than 2 hours before sunrise. Club shall be off the Premises no later than 2 hours after sunset. If access to the Premises is required outside of these times, prior written approval must be obtained from the Cecil Airport Manager or his designee. Overnight camping is prohibited on any part or parts of the Premises.
15. No invitee of CLUB shall at any time be allowed on the Premises or shall be permitted to exercise any right or privilege under this AGREEMENT unless and until the invitee executes and delivers to AUTHORITY, or the AUTHORITY's primary contact, a Release and Indemnity Agreement in favor of AUTHORITY in the form attached hereto as **Exhibit E**. Except while engaged in actual hunting, all guests must be accompanied by a CLUB member at all other times. Number of guest is limited to two (2) guests per member, per day.
16. If CLUB desire to post signs on any part or all of the Premises, CLUB agree to use only posting signs approved in writing by AUTHORITY and to locate the posting signs in areas approved in writing by AUTHORITY. CLUB shall pay all costs incurred in installing and maintaining all the posting signs. All posting signs shall be removed from the Premises by CLUB prior to the end of the Term.
17. CLUB acknowledges that its interest and/or rights to the Premises are expressly limited to the provisions of this AGREEMENT which do not convey to CLUB any interest, right or title in or to the Premises and that without the prior written consent of the AUTHORITY, no structures of any kind or character shall be permitted at any time on any part or parts of the Premises, and no nails or spikes or other objects shall be driven into or otherwise attached or fastened to any tree on Premises. CLUB shall not harrow, plow, cultivate, clear, or perform any other type of land improvement on the Premises. Feeding stations using automated or stationary feeders for the purpose of attracting game are permissible only as applicable by the wildlife game and fish laws. All members will have name and number attached to stand and feeders.
18. Any and all debris and garbage shall be removed by CLUB from the Premises on a daily basis. CLUB will not dispose of any garbage or debris on the Premises. CLUB will promptly report to AUTHORITY

any garbage or debris disposed of on the Premises by others. If CLUB fails to remove and dispose of all garbage and debris from the Premises, AUTHORITY may do so at CLUB'S expense, and CLUB will reimburse AUTHORITY for the same.

19. AUTHORITY shall have the full free and absolute right and authority, by itself or its agents, servants and employees, and others from time to time authorized by AUTHORITY or its agents, servants or employees, to go on, upon and over the Premises for any purpose or purposes including, but not limited to, planting, cutting, removing, protecting, caring for and dealing with any part or parts or all of Premises and neither CLUB nor anyone else shall have any right, power or privilege to prohibit, block or in any manner interfere therewith or to block, obstruct or interfere with any road or route used or useful for or in connection with such road or route into, on or through the Premises. Neither CLUB nor their agents, servants, employees, members or invitees shall have any right under this AGREEMENT to prevent any agent, servant or employee of AUTHORITY from traversing the Premises. AUTHORITY maintains the right to conduct deer deprecation harvesting to protect airport runways as needed.
20. It is expressly agreed and understood that any and all maps, drawings, photographs, sketches, or tracings of the Premises, or any part or parts may not be accurate, but are only estimates and furnished only as an accommodation, and are to be taken and used only, as general, guides and as establishing boundary lines of the Premises.
21. CLUB shall keep, and shall cause all of their agents, servants, employees, members and invitees to keep, the premises free of all petroleum products, flammable explosives, any hazardous, toxic or dangerous waste, substance or material defined as such or as "Hazardous Substance" or any similar term under or pursuant to any federal, state, or local statute, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning environmental matters. CLUB shall give AUTHORITY prompt notice in the event CLUB become aware that any such substance has been released on the Premises. CLUB and each of its members do hereby jointly and severally agree to indemnify and hold AUTHORITY and its successors, assigns, agents, servants and employees harmless from any and all liability, costs, expenses including, without limitation, attorney's fees, damages and injuries incurred or suffered by AUTHORITY or its successors, assigns, agents, servants or employees as a result, direct or indirect, the failure to comply with this section and/or Agreement by the CLUB, its members, agents, representatives, contractors, invitees, or others on the Premises at CLUB'S request or direction.
22. No vehicles of any kind, including 4x4's, all-terrain vehicles, motorbikes, dirt bikes, etc. are permitted off paved roads.
23. No hunting or feeding stations will be allowed outside of the Premises. Feeding stations are not permitted within 150 yards of the hunting lease boundaries. Any game that runs outside of the hunting lease area after being wounded will be left until AUTHORITY is notified and can assist CLUB with removal.
24. In the event of any violation of the provisions of this Agreement by the CLUB or their agents, servants, employees, members or invitee, AUTHORITY may terminate this AGREEMENT, and AUTHORITY shall thereafter have no duty or obligation to refund or repay any part of the consideration for this AGREEMENT. No failure to exercise such option and no waiver by AUTHORITY of any right or privilege shall operate as a waiver of any right, option, power, or privilege as to any other, further, or future violation.
25. To the extent this Agreement contradicts any rules, regulations, policies, and/or standards of the governing authority, e.g. fish & wildlife laws and/or regulatory agencies, the governing authority shall prevail in all instances.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, in duplicate, the day and year first above written.

Attest:

JACKSONVILLE AVIATION AUTHORITY

Devin J. Reed
Director of Procurement

Steve Grossman, CEO, or
His Designee

(Designee's Name and Title, if applicable)

Attest:

XXX

Signature

Signature

Print Name

Print Name

Title

Title

Approved as to form and legality for the
Use of the Jacksonville Aviation Authority only.

Debra A. Braga, Chief Legal Officer