

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT is made and entered into this 13th day of March, 2025, by and between HERNANDO COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the "Licensor" or the "County") and DELAMERE INDUSTRIES INC., a Florida corporation (hereinafter the "Licensee").

RECITALS

WHEREAS, the Licensor is the owner of certain real property known as Lonnie Coburn Park located at 19340 Oliver Street, Brooksville, Florida, on the south side of Oliver Street east of Broad Street (U.S. Highway 41) and north of the Hernando County Fairgrounds within the City limits of the City of Brooksville (hereinafter the "Park Property"); and

WHEREAS, the Licensee owns certain real property located at 19370 Oliver Street, Brooksville, Florida, adjacent to the east side of the Park Property, where the Licensee operates a metal fabricating business, which employs approximately 32 people; and

WHEREAS, the Licensee has requested permission from the Licensor to temporarily use and occupy a portion of the Park Property for the purpose of vehicle parking (hereinafter "temporary use of the Park Property"); and

WHEREAS, the requested temporary use of the Park Property by the Licensee is consistent with the City of Brooksville Comprehensive Plan and Land Development Code and other applicable federal, state and local laws, rules and regulations; and

WHEREAS, the Licensor is willing to grant a license for the Licensee to temporarily use and occupy a portion of the Park Property for the purpose of vehicle parking, subject to the terms and conditions hereinafter set forth; and

WHEREAS, the Licensee agrees to the terms and conditions for the temporary use of a portion of the Park Property as specified in this License Agreement, including, without limitation, the Indemnification provisions, Insurance provisions, and other requirements detailed herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Licensor and the Licensee hereby agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct and are incorporated herein and made a part hereof by this reference.

SECTION 2. GRANT OF LICENSE. The Licensor hereby grants to the Licensee a license to use and occupy a portion of the Park Property, consistent with all terms and conditions of this Agreement, for purpose of access and vehicle parking. This license includes the right, privilege and permission for the Licensee and its officers, members, managers, employees, agents, contractors, invitees and guests to enter into and upon said Park Property for the purpose of parking

vehicles associated with the Licensee's business operations. The license further includes a limited right of ingress and egress through the Park Property, at such times as are specified herein, using Oliver Street as the access road.

SECTION 3. DESCRIPTION OF PROPERTY. The Park Property owned by the Licensor which the Licensee may enter consists of that portion of 19340 Oliver Street, Brooksville, Florida, described on Exhibit "A" and depicted on Exhibit "B", attached hereto and incorporated herein by reference (hereinafter the "Premises").

SECTION 4. NO MONETARY CONSIDERATION. The license granted by this License Agreement is given to the Licensee as an accommodation to the Licensee without any monetary consideration. The Licensee acknowledges the legal title of the Licensor to the Park Property and agrees never to deny such title or to claim title in its name.

SECTION 5. AUTHORIZED USE OF PREMISES.

A. The Licensee shall use the Premises only for vehicle parking by officers, members, managers, employees, agents, contractors, invitees and guests of the Licensee and for no other purpose. The Premises may be used for such vehicle parking twenty-four (24) hours per day, seven (7) days per week. The Licensee shall be solely responsible for the use of the Premises, including taking any and all actions necessary to ensure that the Premises is made and kept safe for the Licensee's use.

B. The Licensee shall not use or permit the use of the Premises for any purpose other than vehicle parking without a prior written amendment to this License Agreement. All activities in connection with the use and occupancy of the Premises shall be coordinated in advance with the Licensor.

C. Exercise of the license granted by this License Agreement and use and occupancy of the Premises by the Licensee and the Licensee's officers, members, managers, employees, agents, contractors, invitees and guests shall not hinder, disturb, conflict with or interfere with any operations or activities conducted at or upon the Park Property.

SECTION 6. NONEXCLUSIVE USE OF PREMISES. The Licensor and the Licensee agree that other uses, including, but not limited to, park and recreation activities, may take place on the Park Property concurrently with the Licensee's use of the Premises.

SECTION 7. RESPONSIBILITIES OF LICENSEE. The Licensee assumes all responsibilities and liability for access and parking of vehicles on the Premises. The Licensee shall, at its sole cost and expense, maintain the Premises free from all trash and debris. The Licensee shall, at its sole cost and expense, mow the grass on the Premises and maintain the Premises in a condition equal to that existing at the time the Licensee first entered the Premises. If the Licensee fails to maintain the Premises free from trash and debris or fails to mow the grass on the Premises, the Licensor shall have the right, but not the obligation, to remove any trash and debris, mow the grass, and bill the Licensee for the costs of such maintenance and/or mowing. Any such bill shall be paid in full within thirty (30) days of receipt by the Licensee. Failure to maintain the Premises free from trash

and debris, mow the grass on the Premises, or pay any bill under this paragraph shall constitute a breach of this License Agreement which may result in revocation of the license by the Licensor in accordance with Section 13 of this License Agreement. In addition, the Licensor shall be entitled to pursue any legal action to recover the debt.

SECTION 8. REQUIRED PERMITS.

A. The Licensee, in its own name and at its own expense, shall obtain and maintain all approvals, permits and/or licenses required or needed in connection with any use of this License Agreement. All such approvals, permits and/or licenses shall be obtained prior to the first use, and copies shall be provided to the Licensor. Failure to obtain said approvals, permits and/or licenses shall render the license granted herein null and void.

B. The failure of this License Agreement to address a particular approval, permit, term, condition, restriction or requirement shall not relieve the Licensee of the necessity of complying with the law governing said approvals, permits, terms, conditions, restrictions or other requirements. No rights to obtain a temporary conditional use approval nor any other rights to the proposed use have been granted or implied simply by the Licensor's approval of this Revocable License Agreement. The Licensee shall not attempt to force or coerce any City approval authorities to approve any temporary conditional use or other land use approval by asserting that the County has committed to such approvals based on the theory of vested rights or equitable estoppel or any other legal theory premised on the Licensor's approval of this License Agreement. Approval of a development order requires strict compliance with the applicable approval criteria for the requested use.

C. The Licensee shall be solely responsible for obtaining all approvals, permits, licenses, insurance and authorizations from the responsible federal, state and local authorities or other entities necessary to use the Premises in the manner contemplated. It is expressly agreed and understood that the Licensor has no duty, responsibility or liability for requesting, obtaining, ensuring or verifying the Licensee's compliance with any applicable federal, state or local agency approvals or permit requirements. Any permit or authorization granted by the City, including any development order under City land use regulations, shall not in any way be interpreted as a waiver, modification or grant of any federal, state or other local permits or authorizations or as permission to violate any federal, state or local law, rule or regulation. The Licensee shall be held strictly liable, and shall hold the Licensor, its officers, employees and agents harmless for administrative, civil and criminal penalties for any violation of federal, state or local statutes, laws, ordinances, rules or regulations, including, but not limited to, environmental laws and regulations. Nothing herein shall be interpreted as restricting or limiting the City from bringing an enforcement action under the City of Brooksville Code of Ordinances or Land Development Code.

SECTION 9. MANDATORY CONDITIONS OF USE.

A. The Licensee shall not make any alterations or improvements to the Premises or place any improvements on the Premises, except such alterations or improvements specifically identified in this License Agreement or otherwise authorized in writing by the Licensor.

B. The Licensee agrees that all access to and from the Premises shall be by way of Oliver Street and that no other access is authorized. No parking or other use is permitted on any access roads or any area outside the Premises. The Licensee shall be responsible for directing and controlling all traffic to and from the Premises.

C. Upon termination of this License Agreement or revocation of the license, the Licensee shall, at its sole cost and expense, surrender and return the Premises to the Licensor in a condition equal to that existing at the time the Licensee first entered the Premises. This requirement includes, but is not limited to, the obligation to return the Premises in a clean condition, free from vehicles, materials, garbage, trash, junk and debris. If the Premises is not returned in clean condition, the Licensor shall remove all vehicles and other materials, clean the Premises, restore the Premises to its original condition, and bill the Licensee for the costs of such removal, cleaning and/or restoration. Any such bill shall be paid in full within thirty (30) days of receipt by the Licensee.

D. The Licensee is strictly obligated to pay the full cost of repairs, including administrative costs, for any damage to the Premises and the Park Property caused by the Licensee, its officers, members, managers, employees, agents, contractors, invitees and/or guests arising from use of the Premises during the term of this License Agreement. The Licensee acknowledges that said repairs shall only be performed by the Licensor's personnel or other authorized and qualified contractors of the Licensor. In addition, the Licensee acknowledges that said repairs shall comply with all federal, state and local standards, rules and regulations, including, but not limited to, when required, public bidding and contracting rules, regulations, policies and procedures. If the Premises is returned with damages necessitating repairs, unless otherwise agreed to by the parties, the Licensor shall conduct the repairs to the Premises and bill the Licensee for the costs of such repairs. Any such bill shall be paid in full within thirty (30) days of receipt by the Licensee.

E. Failure to pay any bill under this section shall disqualify the Licensee and its officers, employees, agents, contractors, invitees and guests from any future use of the Premises. In addition, the Licensor shall be entitled to pursue any legal action to recover the debt.

SECTION 10. INDEMNIFICATION.

A. The Licensee and its officers, members, managers, employees, agents, contractors, invitees and guests shall exercise the obligations, rights, privileges and permission granted by this License Agreement at the Licensee's own risk. The Licensee and any officer, manager, member, employee, agent, contractor, invitee or guest of the Licensee shall not claim any damages from the Licensor for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the Premises, any means of ingress to or egress from the Premises, the use or occupancy of the Premises, or the performance of operations under this License Agreement. The Licensee understands and acknowledges that the Licensor makes no warranties, guarantees or representations as to the condition of the Premises.

B. The Licensee shall indemnify and hold harmless the Licensor, its officers,

employees and agents, from and against all claims, actions, damages, injuries, liabilities, losses, costs and expenses, including attorneys' fees and costs at trial and on appeal, arising out of, resulting from, or in any way connected with the condition of the Premises, any means of ingress to or egress from the Premises, the use or occupancy of the Premises or any other part of the Park Property by the Licensee, its officers, members, managers, employees, agents, contractors, invitees or guests, the exercise of the license granted by this License Agreement, the performance of operations under this License Agreement, any act or omission of the Licensee, its officers, members, managers, employees, agents, contractors, invitees or guests, or the failure on the part of the Licensee to comply with any of the provisions specified in this License Agreement. This indemnification includes, but is not limited to, any claims, liabilities, losses and expenses in connection with any loss of life, personal injury, including death, and/or property damage. The Licensor shall not be liable to the Licensee if for any reason the Licensee's use of the Premises is hindered or disturbed. Notwithstanding anything to the contrary contained in this License Agreement, the Licensor shall retain for itself and for its officers, employees and agents all claims and defenses under Florida's sovereign immunity laws.

C. The parties agree that the damages for any tort claim or action are limited to actual damages, incidental damages, costs and expenses. In no event shall the parties be liable for consequential, special, indirect, punitive or exemplary damages, losses, costs or expenses, including, without limitation, lost profits or opportunity costs.

SECTION 11. PROTECTION OF PERSONS AND PROPERTY.

A. The Licensee shall take all reasonable precautions for and shall be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of operations under this License Agreement.

B. The Licensee shall take all reasonable precautions to prevent damage, injury or loss to:

- i. All persons who may be affected by the performance of its operations, including employees;
- ii. All materials and vehicles; and
- iii. All property at or surrounding the Premises.

C. In any emergency affecting the safety of persons or property, the Licensee shall act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

SECTION 12. INSURANCE.

A. The Licensee shall, at its cost and expense, obtain and maintain the following minimum insurance coverages and limits, and shall provide Certificates of Insurance to the Licensor prior to commencement of the license or use or occupancy of the Premises under this License Agreement to verify such coverages and limits:

- i. **Workers' Compensation.** The Licensee shall provide Workers' Compensation coverage for all employees and, in case any work is subcontracted, shall require the contractor or subcontractor to provide Workers' Compensation coverage for all its employees. The limits shall be statutory for Workers' Compensation and \$100,000 for Employer's Liability.
- ii. **Comprehensive General Liability.** The Licensee shall provide coverage for all operations, including, but not limited to, Independent Contractor, Contractual, Premises, Products and Completed Operations, and Personal Injury covering the liability under the indemnification provisions of this License Agreement. The limits of liability for personal injury and/or bodily injury, including death, shall be not less than the following:
 - a. \$1,000,000 Combined Single Limit (CSL) Per Occurrence;
 - b. \$2,000,000 General Aggregate;
 - c. \$1,000,000 Personal and Advertising Injury; and
 - d. \$2,000,000 Products and Completed Operations Aggregate.
- iii. **Comprehensive Automobile Liability.** The Licensee shall provide coverage for all owned, non-owned, scheduled and hired vehicles. The limits of liability shall be not less than the following:
 - a. \$1,000,000 Combined Single Limit (CSL);
 - b. \$1,000,000 Per Person Bodily Injury;
 - c. \$1,000,000 Per Accident Bodily Injury; and
 - d. \$1,000,000 Property Damage.
- iv. **Property Liability.** The Licensee shall maintain Property Damage insurance for the Premises and all fixtures and personal property located at the Premises during the term of the license. The limits shall be not less than \$1,000,000 Combined Single Limit or its equivalent.
- v. **Fire and Extended Coverage Liability.** The Licensee shall maintain adequate Fire and Extended Coverage insurance on all of its fixtures and personal property located at or on the Premises. The limits shall be not less than \$100,000 Fire Damage for any one (1) fire.
- vi. **Excess/Umbrella Liability.** The Licensee shall provide proof of Excess/Umbrella Liability coverage with minimum limits of \$1,000,000.

B. The insurance requirements listed in this section shall remain in effect throughout the term of this License Agreement. The insurance policies shall be issued by nationally-recognized insurance companies licensed in the State of Florida. The insurance coverages shall include the following conditions:

- i. The Certificates of Insurance shall list the coverages, limits, expiration dates and terms of the policies and all endorsements, and all carriers issuing said policies;

- ii. The insurance coverages shall name the Hernando County Board of County Commissioners as Additional Insured and Certificate Holder;
- iii. The insurance coverages shall include a Waiver of Subrogation for each policy; and
- iv. The Certificates of Insurance shall contain a provision which forbids any non-renewal, cancellation, expiration, changes or alterations in the coverages without providing thirty (30) days prior written notice to the Licensor.

C. If the Licensee receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, the Licensee shall notify the Licensor by e-mail, fax or hand-delivery within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

D. The Licensor reserves the right, but not the obligation, to revise any insurance requirements, including, but not limited to, limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated in this section. Additionally, the Licensor reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

E. The Licensee shall require each contractor or subcontractor to indemnify and hold harmless the County and to obtain and maintain insurance coverages with the same limits required in this section applicable to the obligations and responsibilities of such contractor or subcontractor under this License Agreement. Such insurance coverages shall name the Hernando County Board of County Commissioners as Additional Insured and include a Waiver of Subrogation for each policy.

F. Nothing in this section shall be interpreted as a waiver of the County's sovereign immunity under Florida law.

SECTION 13. DURATION OF LICENSE.

A. The license granted by this License Agreement shall commence on October 12, 2024, and shall remain in effect through October 11, 2027, unless earlier terminated or revoked in accordance with the provisions specified herein. The Licensee shall not enter or use the Premises prior to approval and execution of this License Agreement and Licensee providing to the County the Certificates of Insurance and other documentary proof that Licensee has obtained the insurances required in Section 12 hereinabove.

B. This License Agreement may be terminated at any time by mutual written agreement between the Licensor and the Licensee.

C. The Licensee may terminate this License Agreement by giving thirty (30) days

prior written notice to the Licensor.

D. The Licensor may revoke the license by giving thirty (30) days prior written notice to the Licensee if the Licensee fails to comply with any of the provisions specified in this License Agreement or the Premises is not used for the purposes described herein.

E. The Licensor may also revoke the license granted by this License Agreement for any reason or for no reason by giving ninety (90) days prior written notice to the Licensee.

SECTION 14. NO ASSIGNMENT. The license granted by this License Agreement is personal to the Licensee and shall not inure to the successors or assigns of the Licensee. The Licensee shall not assign this License Agreement, or any rights, privileges or permission granted by this license, to any other person or entity in whole or in part. Any attempt to assign this License Agreement will revoke the license granted herein and the License Agreement shall be deemed terminated.

SECTION 15. COSTS AND EXPENSES. The Licensee shall pay all costs and expenses associated with the license granted by this License Agreement and the use and occupancy of the Premises, including, but not limited to, the following:

A. Taxes, fees and any other charges imposed by federal, state and local governmental entities or agencies for use and occupancy of the Premises;

B. Costs, fees and charges for maintenance, cleanup, repair, replacement and restoration as described herein of the Premises and any portion of the Park Property;

C. Payments for indemnification, claims, actions, damages, injuries, losses and insurance coverages;

D. Reimbursement of costs and expenses incurred by the County for damage to the Premises and to any buildings, fixtures, personal property, fences, trees, plants, grass and other improvements at the Park Property caused by the Licensee, its officers, members, managers, employees, agents, contractors, invitees and/or guests; and

E. Fees and charges for licenses and permits and compliance with laws, rules and regulatory codes.

SECTION 16. NOTICES.

A. All notices, demands, requests and replies required under this License Agreement shall be in writing and addressed to the other party as follows:

- i. Licensor: County Administrator
Hernando County, Florida
15470 Flight Path Drive
Brooksville, Florida 34604

- ii. Licensee: President
Delamere Industries Inc.
19370 Oliver Street
Brooksville, Florida 34601

B. Such notices, demands, requests and replies shall be delivered by any of the following methods:

- i. By personal delivery, provided that such notice shall be deemed effective at the time of delivery;
- ii. By deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid, provided that such notice shall be deemed effective three (3) business days after deposit with the Postal Service;
- iii. By prepaid nationally-recognized overnight courier (such as UPS, Federal Express or overnight mail), provided that such notice shall be deemed effective one (1) business day after deposit with the express delivery service; or
- iv. By facsimile transmission, provided that such notice shall be deemed effective one (1) business day after transmission.

C. Any notice may be given by electronic mail in addition to but not in lieu of the written notice delivered in accordance with the requirements set forth in this section.

SECTION 17. GOVERNING LAW. This License Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any dispute or litigation relating to this License Agreement, each party shall be solely responsible for its own attorneys' fees and costs at trial and on appeal. Venue for any action or lawsuit shall be located in a civil court of competent jurisdiction in Hernando County, Florida. The parties hereby waive and release their right to trial by jury in any action, proceeding or claim arising out of or in any way connected with this License Agreement.

SECTION 18. SEVERABILITY. In the event any provision, clause, sentence, section, portion or part contained in this License Agreement shall for any reason be held invalid, illegal, unenforceable, or null and void in any respect, such invalidity, illegality, unenforceability, or nullity shall not affect any other provision, clause, sentence, section, portion or part hereof. The remainder of this License Agreement shall remain in full force and effect and shall be construed as if such invalid, illegal, unenforceable, or null and void provision, clause, sentence, section, portion or part had not been contained herein.

SECTION 19. ENTIRE AGREEMENT. This License Agreement constitutes the entire agreement between the parties. This License Agreement incorporates and references all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein. There are no commitments, agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this License Agreement.

SECTION 20. AMENDMENT. This License Agreement may only be amended or modified by a written instrument of equal formality executed by the Licensor and the Licensee.

SECTION 21. NO RECORDING. This License Agreement shall not be recorded in the public records.

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IN WITNESS WHEREOF, the Licensor and the Licensee have executed this Revocable License Agreement, by and through their duly authorized officers, on the respective dates below.

ATTEST:

Douglas A. Chorvat, Jr.
Clerk of the Circuit Court & Comptroller

LICENSOR
HERNANDO COUNTY, FLORIDA,
a political subdivision of the State of Florida

By: _____
Brian Hawkins, Chairman

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY.

By: Melissa Tartaglia
County Attorney's Office

WITNESSES:

Signature: _____
Print Name: Tree Smith

Signature: _____
Print Name: Stephanie C Hardee - pratt

LICENSEE
DELAMERE INDUSTRIES INC.,
a Florida corporation

By: _____
Paul B. Hughes, President

Date: 13th March 2025

EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

DESCRIPTION: Hernando County Lonnie Coburn Park (PARCEL 'A')

A parcel of land lying within Section 33, Township 22 South, Range 19 East, Hernando County, Florida, being more particularly described as follows: For a POINT OF REFERENCE commence at the Northwest corner of the Southeast 1/4 of said Section 33; thence S. 01°10'13" W. a distance of 79.27 feet; thence S. 89°19'27" W. a distance of 376.68 feet to a POINT OF BEGINNING. From the POINT OF BEGINNING thence S. 00°40'83" W. a distance of 60.00 feet, thence S. 89°16'59" E. a distance of 133.56 feet, thence N. 12°31'14" E. a distance of 61.21 feet, thence S. 89°19'27" E. a distance of 121.00 feet to the POINT OF BEGINNING.

Containing 0.18 acres, more or less.



POINT OF REFERENCE
NW CORNER OF SE 1/4 ↻
SECTION 33-22-19



LONNIE COBURN PARK



EXHIBIT "B"