

## **LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** (this "Agreement"), between **SPRING LAKE UNITED METHODIST CHURCH, INC.**, a Florida Not for Profit Corporation (the "Licensor"), and **HERNANDO COUNTY**, a political subdivision of the State of Florida (the "Licensee" or "County"), recites and provides:

### **RECITALS**

**WHEREAS**, Spring Lake United Methodist Church, Inc., (the "Licensor"), owns property identified as and located at 4191 Spring Lake Highway, Brooksville, in Hernando County, Florida; and

**WHEREAS**, Licensee desires to use a portion of Licensor's property for the public purpose of sandbag distribution to aid residents in preparation for storms or emergency events; and

**WHEREAS**, Licensor desires to grant the County a License to use a portion of its property for sandbag distribution under the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the covenants and agreements hereinafter set forth on the part of the Licensee to be observed and performed, the Licensor hereby permits Licensee to use the Premises, as hereinafter defined, upon the terms and conditions contained in this License Agreement.

### **TERMS**

1. **Recitals.** The above Recitals are true and correct and are incorporated herein and made a part hereof by this reference.

2. **Sandbag Distribution Area/Premise.** The Sandbag Distribution Area/Premise, for the purpose of this License Agreement is the thirty-six thousand four hundred (36, 400) square foot portion, more or less, of property located at 4191 Spring Lake Highway, Brooksville, Florida 34601, more specifically described in Exhibit "A," attached hereto and incorporated herein by reference.

3. **License.** Licensor hereby grants the County, its agents, servants, and assigns the right and revocable, non-exclusive right and license to use the premise for the purpose stated below. This License grants ingress and egress to and from the Sandbag Distribution Area for the purpose of sandbag distribution to the residents of Hernando County in preparation for storms and other related emergencies.

4. **Permitted Use.** Licensor will provide County and its employees, agents, visitors, invitees, and public, access to the Sandbag Distribution for the permitted use peacefully and quietly as against all persons or entities claiming by, through, or under Owner, subject to the provisions of this Agreement and applicable law. Licensee shall not (i) use the Sandbag Distribution Area for any illegal or improper purposes; or (ii) use the Sandbag Distribution Area in violation of any policies of insurance now or hereafter written on the Property in which the Sandbag Distribution Area is located, or which will increase the rate of premium thereof. Licensor retains the right to use the premises in any manner not inconsistent with the rights herein granted to the County, provided, however, that the Licensor shall not remove any supplies, material or sandbags associated with distribution during the County's use with the County's consent.

5. **Term.** The term ("Term") of this License shall be for five (5) years commencing on the date of proper execution by both Parties (the "Commencement Date") and terminating on the date that is

5 years following the Commencement Date (the “**Expiration Date**”). This agreement shall be extended for an additional three (3) terms (individually referred to as an “**Additional Term**”) automatically, each consisting of the above noted 5-year period, unless written notice of intent not to renew is received within Sixty (60) days prior to the expiration date. Each Additional Term shall be governed by the terms and conditions of this License.

6. **Payments.** Licensee shall pay no fee to Licensor for the use of the Sandbag Distribution Area during the Term.

7. **Acceptance.** Licensee accepts the Sandbag Distribution Area in its “as is, where is” condition and acknowledges that Licensor has not made and does not make any representations or warranties regarding the condition of the Sandbag Distribution Area or its suitability for the permitted purpose hereunder. Further, Licensee acknowledges that (i) no obligation as to the repairing, adding to, or improving said Sandbag Distribution Area has been assumed by Licensor; and (ii) no alteration, improvement or renovation shall be made by Licensee to the Sandbag Distribution Area.

8. **Maintenance.** Licensor, at its expense, shall maintain the Sandbag Distribution Area and keep in good, sound and clean condition during its use and the Term of this License, and will not suffer or permit any strip or waste of the Distribution Area. Maintenance shall include the pick-up and disposition of all trash and debris of any nature from the Sandbag Distribution Area after use.

9. **Signs, Fences and Structures.** Licensee shall not attach, letter or paint any signs to or upon the Premises without the written consent of Licensor. Licensor, however, reserves the right to attach, letter or paint any sign to or upon the Premises as Licensor deems appropriate. Licensee is prohibited from erecting any type of fence or any structure on the Premises without written consent by both parties.

10. **Insurance.** Licensee currently has and will maintain in force at all times general liability insurance, and if applicable, workers’ compensation insurance, during the term of this License and agrees to furnish a copy of a certificate of insurance to Owner upon request.

11. **Termination.** This Agreement may be terminated by either Party, with or without cause, with a sixty (60) day written notice. Notwithstanding the foregoing, any termination by Licensor without cause will not take effect if it is within thirty (30) days before, or during any identified storm or a state of emergency. Written notice of termination must be provided in accordance with the “Notices” section of this Agreement and shall be effective as of the termination date stated therein.

12. **Indemnification.** Licensee is a political subdivision as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. The County expressly acknowledges and accepts its responsibility under applicable law (Section 768.28, Florida Statutes) for loss, damage, or injury to persons or property, arising out of or resulting from Sandbag Distribution, or authorized use of the Premises, unless however, such claim or demand shall arise out of the result from the negligence or willful misconduct of Licensor, its servants, agents, employees, or assigns. Nothing herein is intended to serve as a waiver of sovereign immunity by the County nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement.

13. **Latent Conditions on the Premises.** Licensor shall disclose to Licensee any latent hazardous conditions on the Premises immediately upon execution of the License. Licensor shall be solely responsible for any injury or damage caused by any non-disclosed latent hazardous conditions on the Premises and for the negligence or willful misconduct of the Licensor, its agents, or its employees. This section shall survive the expiration or earlier termination of the Agreement.

14. **Relocation.** Licensor reserves the right to relocate the Sandbag Distribution Area, if necessary, with no less than fifteen (15) days' notice in connection with Licensor's operations on the Property.

15. **Surrender.** Upon revocation or termination of this License, Licensee, at its expense, shall surrender possession of the Sandbag Distribution Area to Licensor in good and clean condition and order. Any personal property remaining in the Sandbag Distribution Area after any such revocation or termination shall become the personal property of Licensor, who shall be entitled to remove, tow, sell or otherwise dispose of such personal property.

16. **Assignment and Sublicense.** Except as otherwise provided herein, Licensee shall not assign, sublicense, or otherwise transfer its interests in this License.

17. **Entire Agreement.** This Agreement constitutes the sole and entire agreement of all parties hereto pertaining to its subject matter, and supersedes all prior contemporaneous oral or written agreements, undertakings or understandings or the parties hereto in connection with the subject matter hereof. No modification of this Agreement shall be binding upon the parties hereto unless it is executed by all of the parties hereto. No representations, warranties or covenants not included in this Agreement shall be binding upon the parties hereto.

18. **Captions.** The captions of the sections of this License are not part of the context of this License and shall be ignored in construing this License. They are intended only as aids in locating various provisions of this License.

19. **Severability.** Each provision contained in this License shall be independent and severable from all other provisions hereof and the invalidity of any such provision shall in no way affect the enforceability of the other provisions hereof.

20. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue for any action arising hereunder shall lie in the appropriate court having jurisdiction in Hernando County, Florida. This section shall survive the expiration or termination of this Agreement. Licensor and Licensee knowingly and voluntarily waive any right to a trial by jury in any litigation arising out of this Agreement.

21. **Binding Effect.** This License shall be binding upon and shall inure to the benefit of Licensor and Licensee, and their respective legal representatives, successors and assigns, if permitted.

22. **Notices.** Notices or other communication hereunder shall be in writing and shall be deemed effective when delivered by electronic mail or personally or on the next business day after being sent by a guaranteed overnight delivery service, or on the third (3rd) day after being sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each Party may change from time to time their respective address for notice hereunder by like notice to the other Party. The notice addresses of the Licensor, and Licensee are as follows:

Licensor:  
**Spring Lake United Methodist Church, Inc.**  
4191 Spring Lake Highway  
Brooksville, Florida 34601

Licensee:  
**Hernando County**  
15470 Flight Path Dr.  
Brooksville, FL 34604

Either party may change its address by giving written notice of such change to the other party in the manner provided herein. Until any such written notice is actually received, the most recent address of record shall be deemed to continue in effect for all purposes.

23. **Amendments.** No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties hereto, with the same formality and of equal dignity herewith.

24. **No Partnership.** Nothing contained in this License shall be construed as creating a partnership or joint venture between Licensor and Licensee.

25. **Authorization.** Each party to this License hereby represents that this License has been duly authorized, executed and delivered by all necessary action on behalf of such party, constitutes the valid and binding agreement of such party and is enforceable in accordance with its terms.

26. **Counterparts.** This License may be executed in any number of separate counterparts by the parties hereto, each of which, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument. Any signature page from any such counterpart may be attached to any other counterpart to complete a fully executed counterpart of this License. Signatures to this License (or to any assignment or amendment to this License) transmitted in a commonly accepted electronic format that reproduces an image of the actual executed signature page shall be deemed a binding original and shall have the same legal effect, validity, and enforceability as a manually executed counterpart of the document to the extent and as provided for in the Federal Electronic Signatures in Global and National Commerce Act and the applicable state law based on the Uniform Electronic Transactions Act. In no event shall any party be obligated hereunder unless and until this License has been fully executed and delivered by all parties hereto.

27. **Effective Date.** "Effective Date" shall mean the last day that this License is executed by both Licensor and Licensee as set forth on the signature page hereof.

28. **Non-Recording of License.** This License shall not be recorded, and any recordation thereof by Licensee shall automatically terminate the License without notice.

**[REMAINDER OF PAGE LEFT BLANK-SIGNATURE BLOCK ON NEXT PAGE]**

**SPRING LAKE UNITED METHODIST, CHURCH INC.,**  
a Florida Not for Profit Corporation

By: Denise A. Coit  
Print Name: Denise A. Coit  
Title: Finance Chair  
Date: 9-1-2024

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

By: Julia J. Hanning  
Print Name: J. Scott Hanning  
Title: Public Works Director  
Date: 9/1/24

Approved as to Form  
And Legal Sufficiency

By: Victoria Anderson  
County Attorney's Office

**Exhibit A**

The Sandbag Distribution area consists of 36,400 square feet, more or less, being a portion situate, lying and being in the County of Hernando, State of Florida, to-wit:

All but the North 130 feet of:

Beginning at a point 70 yards South of the NW corner of Section 15, Township 23 South, Range 20 East, Hernando County, Florida; thence run East a distance of 147 yards; thence run South a distance of 133 yards; thence run West a distance of 147 yards; thence run North a distance of 133 yards; to the Point of Beginning; being the same property deeded to the board of Public Instruction of Hernando County, Florida, by Muriel E. Hope and H.B. Hope, her husband, in Deed Book 32, Page 231, Public Records of Hernando County, Florida.

Parcel Key 1375611

Parcel Identification Number: R15 423 20 0000 0300 0010