

## REVOCABLE LICENSE AGREEMENT

This License Agreement is made as of this 10<sup>th</sup> day of September, 2024, by and between Hernando County, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604 (hereinafter the "Licensor" or "County") and Prime-88, Inc. whose address is 15407 Cortez Blvd., Brooksville, Florida 34613 (hereinafter the "Licensee").

### RECITALS

WHEREAS, the County is the owner of the property at 15365 Cortez Boulevard, Brooksville, FL 34613, known as Hernando County Utilities Department (hereinafter 'HCUD'); and,

WHEREAS, the Licensee operates at 15407 Cortez Boulevard, Brooksville, FL 34613 and desires to temporarily utilize specified portions of HCUD property for the purpose of Overflow Parking (hereinafter said "temporary use of the Premises" is also referred to in this Agreement as "use"); and,

WHEREAS, the requested temporary use of the premises is consistent with the Hernando County Comprehensive Plan, Zoning Ordinance, Administrative Conditional Use Permit, and other applicable state and federal laws; and,

WHEREAS, Licensee agrees to the terms and conditions for temporary use of HCUD property as specified in this License Agreement, including, without limitation, the Indemnity and Hold Harmless provisions, Required Insurance provisions, Fees, and other terms, conditions and requirements as 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 Licensee do 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. PREMISES.

The Licensor hereby grants to the Licensee the right to use, consistent with all the terms and conditions of this Agreement, that portion of HCUD property described and shown on Exhibit "A" attached hereto and made a part hereof by this reference (hereinafter the 'Premises'). The license shall include a limited right of ingress and egress to the Premises, at such times as are specified herein, using only the access roads specified in Section 8.B. below.

#### SECTION 3. DURATION OF LICENSE.

This License Agreement shall commence on September 30, 2024, and shall terminate on September 30, 2025, at 11:59 p.m., unless earlier terminated as set forth herein. The Licensee shall not be privileged to enter or utilize the Premises prior to complete execution and approval of this License Agreement, including acknowledged receipt and sufficiency of Required Insurance.

#### SECTION 4. NON-EXCLUSIVE USE OF PREMISES.

The Licensor and the Licensee further agree that other HCUD uses may take place concurrently with Licensee's permitted use of the Premises.

## SECTION 5. PERMITTED USE OF PREMISES.

A. The Licensee may use the Premises ONLY for the following purposes, which are fully described as follows: overflow vehicle parking Monday through Friday after 5:00 p.m. so as not to interfere with HCUD operations, and weekends during Prime-88 business hours. Licensee shall be solely responsible for the proposed use, including doing any and all things necessary to ensure the Premises are made safe for the Licensee's proposed use by employees and guests.

B. The Licensee shall not use or permit the use of the Premises for any other purpose, other than that stated above, without a prior written amendment to this Agreement. All activities in connection with the proposed use shall be coordinated in advance with the HCUD Director.

## SECTION 6. REQUIRED PERMITS.

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

B. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Licensee of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions. 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 County's approval of this Revocable License Agreement. Licensee may not attempt to force or coerce County 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 based on the County's approval of this Agreement. Approval of a development order requires strict compliance with applicable approval criterion for the requested use.

C. 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. Further, it is expressly agreed and understood that Hernando County has no duty, responsibility or liability for requesting, obtaining, ensuring, or verifying Licensee's compliance with the applicable state and federal agency permit or approval requirements. Any permit or authorization granted by the County, including any development order under County land use regulations shall not in any way be interpreted as a waiver, modification, or grant of any state or Federal or State agency permits or authorizations or permission to violate any state or federal law or regulation. Licensee shall be held strictly liable, and shall hold Licensor, its officers, employees, and agents harmless for administrative, civil, and criminal penalties for any violation of Federal and State statutes or regulations, including but not limited to environmental laws and regulations. Nothing herein shall be interpreted as restricting or limiting Licensor from bringing an enforcement action under the Hernando County Code of Ordinances.

## SECTION 7. LICENSE FEE; OTHER COSTS.

The Licensee agrees that the License Fee for use of the Premises shall be One Thousand Dollars (\$1,000) annually. The fee is due and payable in full upon execution of this agreement. If the fee is not paid when due, payment is subject to a 10% late payment fee and this License Agreement is subject to cancellation. The Licensee is responsible for all taxes, fees, or any other costs associated with such use.

## SECTION 8. MANDATORY CONDITIONS OF USE.

A. IMPROVEMENTS. The Licensee is not permitted to make any alteration to the Premises, to make improvements to the Premises or to place improvements on the Premises, except such alterations

or improvements as are specifically identified herein or otherwise authorized in writing by the HCUD Director.

B. ACCESS. The Licensee agrees that all access to/from the Premises shall be via Cortez Boulevard and/or Horn Avenue and no other access is authorized.

C. RETURN CONDITION / REPAIR OBLIGATION. The Licensee agrees to surrender/return the Premises to the Licensor following each and every use in like-same condition as existed preceding such use. This obligation includes but is not limited to the obligation to return the premises in a clean condition, free from garbage, trash, junk, and debris. If the property is not returned in clean condition, the Licensor shall clean the premises and bill the Licensee. Any such bill shall be fully paid within ten days of receipt. Further, the Licensee is strictly obligated to pay the full cost of repair, including administrative costs, for any damage to the Premises caused by the Licensee, its agents, contractors, invitees, patrons and/or guests arising from each use. Licensee acknowledges that said repair may only be performed by County personnel or other authorized and qualified contractors of the County. In addition, Licensee acknowledges that said repair shall be in accordance with all Federal, State, and local public improvement standards, rules and regulations, including but not limited to public improvement standards, and when triggered, public bidding and contracting rules. If the property is returned with damages necessitating repair, unless otherwise agreed by the parties, the Licensor shall conduct the repair to the premises and bill the Licensee. Any such bill shall be fully paid within thirty days of receipt. Failure to pay any bill under this section shall disqualify Licensee or its members from any future use of the Premises. In addition, the Licensor may pursue any legal action to recover the debt.

D. ALCOHOL/CONTROLLED SUBSTANCES. The possession or use of alcohol, narcotics, and/or controlled substances on the Premises is strictly prohibited.

E. SPECIAL CONDITIONS AND RESTRICTIONS: The following Special Conditions and Restrictions apply to the proposed use of the Premises: The Licensee shall adhere to all local, State, and Federal environmental regulations pertaining to its operations.

#### SECTION 9. INDEMNITY/HOLD HARMLESS.

A. Licensee, to the fullest extent permitted by Florida law, covenants, and agrees that it will indemnify and hold harmless the Licensor, its officers, employees and agents, from any and all claims, actions, losses, damages, costs, charges, liabilities, and expenses (as well as attorney's fees and costs, at both trial and appellate levels), including, but not limited to claims in connection with any loss of life, personal injury (including death), or property damage, arising from, or out of, the occupancy or use of the Premises or use of any other part of the Licensor's property, by the Licensee, its employees, volunteers, participants, agents, contractors, invitees, or guests, or due to or occasioned wholly or in part by any act or omission of the Licensee, its employees, volunteers, participants, agents, contractors, invitees, or guests. Notwithstanding anything to the contrary in this License Agreement, the parties hereto shall retain for themselves all claims and defenses under Florida's sovereign immunity laws.

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

#### SECTION 10. REQUIRED INSURANCE.

A. LIABILITY. At all times while this Agreement remains in force, the Licensee, at the Licensee's sole expense, shall maintain with respect to the Premises, primary insurance coverage in an amount not less than One Million Dollars (\$1,000,000) in general liability insurance (per occurrence) and Two Million Dollars (\$2,000,000) (general aggregate). The Licensee shall endorse "Hernando County Board of County Commissioners" as an additional insured on the General Liability as per the Insurance Requirements established by the County's Risk Management Division.

B. AUTO LIABILITY. Coverage shall be provided for all tagged vehicles. The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the use performed pursuant to this Agreement shall be \$500,000.

C. WORKERS COMPENSATION. Licensee shall maintain Workers Compensation Insurance for all covered individuals present on site in accordance with State and Federal Law (i.e., all persons required to be covered by such insurance shall be covered). When applicable, the Licensee shall provide a true and correct copy of the Workers Compensation Insurance Certificate to the HCUD Director, prior to any use of the Premises hereunder.

D. REJECTION/NOTICE. Licensors reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages, and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, Licensors reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operate legally. 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, Licensee agrees to notify the Licensors within five business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

E. The terms "LICENSOR", "COUNTY" or "HERNANDO COUNTY" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and offices of the County and individual officers, members, employees, volunteers, and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.

#### SECTION 11. TERMINATION.

This License Agreement may be terminated by the Licensors for any material violation under this License Agreement, upon 30 days' notice to the Licensee. This License Agreement may also be terminated by the Licensors, for any reason or no reason, upon 30 days' notice. This License Agreement may also be terminated by mutual written agreement between Licensee and Licensors at any time.

#### SECTION 12. NOTICES.

All notices, demands, requests, or replies provided for or permitted by this License Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid, to the addresses stated below; or (c) by prepaid nationally-recognized overnight courier (such as UPS, overnight mail, or Federal Express). Notice deposited with the United States Postal Service in the manner described above shall be deemed effective three business days after deposit with the Postal Service. Notice by overnight express delivery service shall be deemed effective one business day after deposit with the express delivery service. Notice by personal delivery shall be deemed effective at the time of personal delivery.

For purposes of notice or communication to the Licensee:

Prime-88, Inc.  
19701 Sterling Bluff Way  
Brooksville, FL 34601

In the case of notice or communication to the Licensors:

Hernando County BOCC  
c/o County Administrator  
15470 Flight Path Drive  
Brooksville, Florida 34604

copy to: Hernando County Utilities Director  
15365 Cortez Blvd  
Brooksville, FL 34613

#### SECTION 13. NO ASSIGNMENT.

The Licensee shall not assign this License Agreement to any other person or entity. Any attempt to assign this Agreement will revoke the license granted herein and the Agreement will be deemed terminated.

#### SECTION 14. ENTIRE AGREEMENT.

This Agreement incorporates or references all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in, incorporated into, or referenced in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

#### SECTION 15. AMENDMENT/MODIFICATION.

This License Agreement may only be modified by a written document duly executed by the Licensor and the Licensee.

#### SECTION 16. SEVERABILITY.

If any clause, section, sentence, or any other portion or any part of this License Agreement is contrary to, prohibited by, or deemed invalid or null and void for any reason under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, invalid, or void, however, the remainder hereof shall not be invalidated thereby and shall be given full force and effect to the fullest extent permitted by law.

#### SECTION 17. VENUE; ATTORNEY FEES.

Any dispute, claim or action relating to or arising under this License Agreement shall be brought solely in the Circuit Court in Hernando County, Florida. Venue shall be limited to Hernando County, Florida. This License Agreement shall be governed by Florida Law. Each party hereto agrees to bear its own attorney fees and costs in the event of any dispute. Each party agrees to waive its right to jury trial to the extent allowed by law.

**[The remainder of this page has intentionally been left blank.]**

**In Witness Whereof**, the parties have caused this instrument to be executed in their respective names and their respective seals to be hereunto affixed and attested to by their duly authorized officers or representatives.

ATTEST:

**Licensors**

Board of County Commissioners  
Hernando County, Florida

By:

Elizabeth Narverud 9-10-2024  
Elizabeth Narverud, Chairperson Date

Approved as to form and legal sufficiency for the  
reliance of Hernando County only:

Melissa Tartaglia  
County Attorney

WITNESS:

Steven R. Clay  
(Print Name)

**Licensee**

Prime-38, Inc.

By:

David B. Johnson 8-14-24  
David B. Johnson, Owner/Director Date

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10<sup>th</sup> day of September, 2024, by Elizabeth Narverud, as Chairperson of the Hernando County Board of County Commissioners, who ☒ is personally known to me OR ☐ has produced \_\_\_\_\_, as identification.

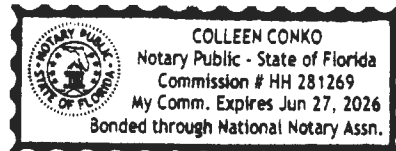
Colleen Conko

Notary Public (Signature of Notary)

Colleen Conko

Name legibly printed, typewritten or stamped

STATE OF FLORIDA  
COUNTY OF HERNANDO



The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 14 day of August, 2024, by David B. Johnson, as Owner/Director of Prime-88, Inc. who ☒ is personally known to me OR ☐ has produced \_\_\_\_\_, as identification.

Joanne M. Clay

Notary Public (Signature of Notary)

Joanne M. Clay

Name legibly printed, typewritten or stamped

