

## LIMITED LICENSE AND RIGHT OF ENTRY AGREEMENT

This Agreement made this <sup>11th</sup> ~~23rd~~ day of <sup>April</sup> ~~March~~, 2023, by and between Hernando County, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604 (hereinafter the '**Licensor**' or the 'County') and Atkins Fick Group, Inc., an Apollo Beach, Florida Corporation, whose address is 5201 Covesound Way, Apollo Beach, Florida 33572 (hereinafter referred to the '**Licensee**' or the 'Company'), and the parties state:

### Witnesseth:

**WHEREAS**, the County is the owner of the property known as the Brooksville-Tampa Bay Regional Airport & Technology Center (hereinafter the 'Airport'); and,

**WHEREAS**, the Airport is subject to the requirements of various federal laws and regulations including, without limitation, the Surplus Property Act of 1944, as amended, the Federal Property and Administrative Services Act of 1949, as amended, and the rules and orders promulgated by the Federal Aviation Administration; and,

**WHEREAS**, the **Licensee** is considering entering into a Lease Agreement concerning the leasing of 7 acres, more or less, within the Airport, and as legally described on Exhibit "1" attached hereto and made a part hereof (hereinafter the "Land"); and,

**WHEREAS**, the Licensee desires to immediately begin due diligence of the airport parcel including surveying, environmental, GPR, and other pre-lease activities and,

**WHEREAS**, the County as **Licensor** hereby grants to the **Licensee** the right to begin due diligence of the airport parcel including surveying, environmental, GPR, and other pre-lease activities, including the limited right of ingress and egress necessary thereunder, for the expressed limited purposes described in Section 1 and pursuant to the terms and conditions herein.

**NOW THEREFORE**, the **Licensor** and **Licensee** agree:

The above recitals are incorporated herein and made a part hereof.

### SECTION 1. USE OF THE LAND; TERMS

A. The **Licensee**, at the Licensee's sole expense and risk, may enter upon the Land and commence site preparation work and land clearing of trees thereon pursuant to this Agreement.

B. The **Licensee** shall not use or permit the use of the Land for any other purpose other than that stated above without the prior written permission of the Airport Manager.

C. If, for any reason, the **Licensee** and the **Licensors** do not enter and fully execute a Lease Agreement, the benefit of any work or improvement to the Land shall freely transfer to, and inure to the benefit of, the **Licensors** without cost or expense; and the **Licensee** shall immediately cease and desist all work and/or activities on the Land and shall fully vacate same.

D. The execution of this Agreement by all parties is a pre-condition to the entry upon the Land by the **Licensee** hereunder.

E. The **Licensee** shall not assign this Agreement.

F. The **Licensee** shall not improve or otherwise place improvements on the Land except as provided herein without the prior written permission of the Airport Manager.

G. The **Licensee** shall have a minimum of One Million Dollars (\$1,000,000) in general liability insurance which shall co-name or be certified to the Board of County Commissioners of Hernando County, Florida. The **Licensee** shall provide such evidence of insurance to the Airport Manager prior to any use of the Land hereunder.

## **SECTION 2. DURATION OF LICENSE**

This Agreement shall begin upon the execution of this License Agreement by the last party hereto and shall end upon the execution of a Lease Agreement by the Parties, or ninety (90) days hence, whichever shall occur first.

## **SECTION 3. LICENSE FEE; OTHER COSTS**

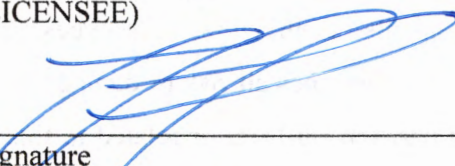
The **Licensee** shall pay the **Licensors** the sum of One Dollar (\$1.00) or other good and valuable consideration for this License. The **Licensee** shall be responsible for all costs or expenses in connection with this License.

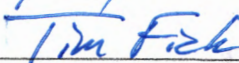
## **SECTION 4. REQUIRED PERMITS**

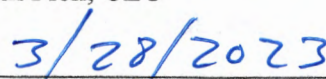
The **Licensee**, in its own name and at its own expense, shall obtain all permits and/or licenses required or needed in connection with this License. All such permits/licenses shall be obtained prior to any work being performed on the Land, and copies of all such permits/licenses shall be provided to the Airport Manager.

IN WITNESS WHEREOF, the Licensor and the Licensee have caused this License Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers or representatives, as of the day and year appearing in their respective notary acknowledgments.

Atkins Fick Group, Inc.  
(LICENSEE)

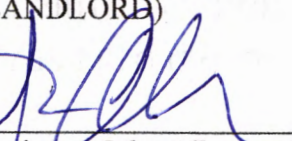
  
Signature

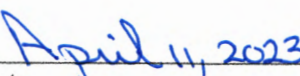
  
Tim Fick, CEO

  
Date

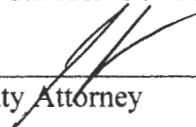
BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA  
(LANDLORD)



  
Chairman John Allocco

  
Date

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

  
County Attorney

## **SECTION 5. INDEMNITY BY LICENSEE**

The **Licensee** will indemnify the **Licensor** and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from, or out of, the occupancy or use by the **Licensee** or others authorized, employed or invited by the **Licensee** of the Land or any part thereof or any other part of the **Licensor's** property, occasioned wholly or in part by any act or omission of the **Licensee**, its agents, contractors, employees, invitees, patrons and/or guests. Further, the **Licensee** expressly assumes all risk of damage or injury to persons or property which may result in whole or in part arising from or related to this License and shall hold the **Licensor** harmless for all such damage or injury.

## **SECTION 6. DISPUTE**

In the event of any claim, action, dispute, or appeal arising from or related to this License Agreement, each party shall pay its own attorney's fees and costs. Further, to the extent either party brings or files any such claim, action or dispute arising from or related to this License Agreement, such shall be brought solely in civil court in Hernando County, Florida.

EACH OF THE PARTIES HERETO HEREBY VOLUNTARILY AND IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR OTHER PROCEEDING BROUGHT IN CONNECTION WITH THIS LICENSE AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

**(The Remainder of this Page Has Been Intentionally Left Blank)**

**VERIFICATIONS**

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of March, 2023, by Timothy Fick, as the owner of ATkins Fick group, who ☐ is personally known to me OR ☒ has produced FL DL, as identification.



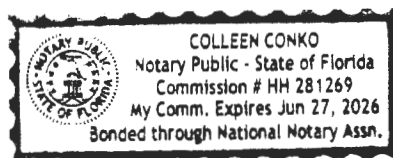
**HARLEY-JEAN SCOTT**  
Notary Public  
State of Florida  
Comm# HH196736  
Expires 11/8/2025

Harley-Jean Scott  
Notary Public (Signature of Notary)  
Name: Harley-Jean Scott  
Commission No. HH196736  
My Commission Expires: 11/08/25

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of April, 2023, by John Allocco, as Chairman 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)  
Name: Colleen Conko  
Commission No. HH 281269  
My Commission Expires: 06/27/2026







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## Exhibit "1"

Atkins Fick Parcel

Approximately 7 acres along American Flyer Way and Taxiway B on  
the SE side of the Brooksville-Tampa Bay Regional Airport