

## RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT ("Agreement") is made and entered into on this 17 day of JUNE, 2024, between Frederick Kelly Elks Lodge #1270, Inc., 510 E. Dr. M. L. King Jr. Blvd., Brooksville, Florida 34601, ("Owner") and Hernando County, a political subdivision of the State of Florida, whose address is 15470 Flight Path Dr, Brooksville, FL 34604, ("County").

WHEREAS, the Frederick Kelly Elks Lodge #1270, Inc. is the owner of certain real property located at 510 E. Dr. M. L. King Jr. Blvd., Brooksville, Florida 34601, further described as:

That Part of Lot 4, which lies Ease of Saxon's Branch and Lots 5, 6, 7 and 8, and 33 of HORTON'S ADDITION, TO THE Town of Brooksville, as per plat thereof recorded in, Plat Book 3, Page 33, of the Public Records of Hernando County, Florida.

Parcel Key **12391**

Parcel Identification Number: R26 122 19 0460 0000 0050

WHEREAS, the County desires to access the Property to clear hazardous trees, shrubbery and debris for the purpose of public safety and environmental protection;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### 1. Grant of Right of Entry:

The purpose of this Agreement is to grant the County a non-exclusive right to access and enter the property located at 510 E. Dr. M. L. King Jr. Blvd., Brooksville, Florida 34601 ("Property") for the purpose of clear hazardous trees, shrubbery and debris. The County shall exercise this right in a manner that minimizes disruption to the Owner's use and enjoyment of the Property to the extent practicable.

### 2. Scope of Work:

For this one-time occurrence: The County shall be responsible for the removal of hazardous trees and the clearing of debris from the Property. The County shall conduct the work in accordance with applicable laws, regulations, and industry standards.

### 3. Term:

The term of this Agreement shall commence on the Effective Date and shall continue until the completion of the agreed-upon work, as determined by the County. A facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as originals.

### 4. Conditions of Entry:

The County agrees to comply with the following conditions while accessing the Property: Access shall be limited to the areas necessary to fulfill the purpose described in Section One (1). The County shall take all reasonable measures to minimize any disruption or damage to the Property. The County shall take all necessary precautions to ensure the safety of its personnel and equipment while on the Property.

**5. Indemnification:**

The County agrees to indemnify and hold harmless the Owner from any claims, damages, or liabilities arising out of or related to the County's entry and activities on the Property, except to the extent caused by the Owner's negligence or intentional misconduct.

**6. Governing Law:**

The County shall comply with all applicable laws, regulations, and ordinances in connection with its activities on the Property as governed by and construed in accordance with the laws of the State of Florida.

**7. Entire Agreement:**

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**OWNER:** Frederick Kelly Elks Lodge #1270, Inc.

By: \_\_\_\_\_

Print Name: WALTER MOORETTI

Date: 10 JUNE 2024

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

By: \_\_\_\_\_

Print Name: J. Scott Henning

Title: Public Works Director

Date: 6/17/24

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY \_\_\_\_\_  
County Attorney's Office