

**LIMITED LICENSE AND RIGHT OF ENTRY AGREEMENT**

This Limited License and Right of Entry Agreement (the "License") made this 23<sup>rd</sup> day of June, 2022, by and between Hernando County, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604 (the "Licensor" or the "County") and R & R Garage Doors, Inc., a Florida corporation, whose address is 16050 Aviation Loop Drive, Brooksville, Florida 34604 (the "Licensee" or the "Company"), and the parties state:

**Witnesseth:**

**WHEREAS**, the County is the owner of the property known as Brooksville-Tampa Bay Regional Airport (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 County has entered into that certain Ground Lease Agreement with K & V Real Estate, LLC ("K & V"), dated April 24, 2007, and recorded in the Public Records of Hernando County, Florida at OR Book 2439, Page 1165 (the "Ground Lease"), for that certain real property described as Lot 13, Hemando County Airport Industrial Park, Unit 1, as recorded in the Public Records of Hernando County, Florida at Plat Book 17, Pages 80-83, and located at 16050 Aviation Loop Drive, Brooksville, Florida 34604-6802 (the "Premises"); and,

**WHEREAS**, on November 17, 2009, the County and K & V entered into the "First Amendment to Ground Lease Agreement" (the "First Amendment"), which was recorded in the Public Records of Hernando County, Florida at OR Book 2702, Page 1119; and,

**WHEREAS**, sometime subsequent to the execution of the Ground Lease, K & V permitted the Company to operate its business activities out of the building situated upon the Premises; and,

**WHEREAS**, the Florida Department of State, Division of Corporations, administratively dissolved K & V on September 27, 2019, an occurrence which constitutes an “event of default” under the Ground Lease; and,

**WHEREAS**, based upon the occurrence of the above-described event of default, the County intends to terminate the Ground Lease, as amended by the First Amendment; and,

**WHEREAS**, as of March 24, 2022, K & V owes the County a back rent balance of \$5,745.46; and,

**WHEREAS**, R & R desires to continue operating its business out of the building situated on the Premises; and,

**WHEREAS**, R & R has executed that certain Lease Agreement, dated \_\_\_\_\_, 2022, for the Premises; and,

**WHEREAS**, the Lease Agreement executed by R & R is subject to the approval of the Hernando County Board of County Commissioners, which will consider the Lease Agreement at a future, duly-advertised public meeting; and,

**WHEREAS**, R & R desires to continue operating its business out of the building situated on the Premises pending the Hernando County Board of County Commissioners’ approval of the Company’s Lease Agreement.

**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 County hereby grants to R & R a license to occupy the Premises pending the Hernando County Board of County Commissioners’ approval or rejection of the Lease Agreement pursuant to the terms and conditions herein.

B. The Licensee agrees to assume K & V’s obligations under the Ground Lease Agreement and the First Amendment, which documents are fully incorporated herein by reference, including but not limited to the obligations to pay rent and to maintain policies of insurance.

C. The Licensee shall not use or permit the use of the Premises for any other purpose other than those permitted by the Ground Lease Agreement and the First Amendment without the prior written permission of the Airport Manager.

D. The execution of this License by all parties is a pre-condition to the occupancy of the Premises by the Licensee hereunder.

E. The Licensee shall not assign this License.

F. The Licensee shall not improve or otherwise place improvements on the Premises without the prior written permission of the Airport Manager.

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

This License shall begin upon the execution of this License by the last party hereto (the "Effective Date") and shall end upon the afore-described Lease Agreement becoming effective upon execution by the County as Lessor, or ninety (90) days hence, whichever shall occur first. If, for any reason, the Licensee and the Licensor do not enter into and fully execute the afore-described Lease Agreement within ninety (90) days of the Effective Date, the Licensee shall immediately cease and desist any and all activities on the Premises and shall fully vacate same.

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

The Licensee shall pay the Licensor the sum of Five Thousand Seven Hundred Forty-Five Dollars and Forty-Six Cents (\$5,745.46) as consideration for this License. The Licensee shall be responsible for any and 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 or licenses required or needed in connection with this License, if any, and copies of all such permits or licenses shall be provided to the Airport Manager.

## **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 any and 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 any and 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, 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, such shall be brought solely in civil court in Hernando County, Florida.

**SECTION 7. JURY TRIAL WAIVER**

Each party hereto hereby waives its respective right to a jury trial of any permitted claim or cause of action arising out of this License or any dealings between the parties relating to the subject matter to this License. The scope of this waiver is intended to be all encompassing of any and all disputes that may be filed in any court and that relate the subject matter of this License, including, without limitation, contract claims, tort claims, and all other common law and statutory claims. This waiver is irrevocable, meaning that it may not be modified either orally or in writing, and this waiver shall apply to any subsequent amendments, supplements or other modifications to this License.

**SECTION 8. REPRESENTATION BY COUNSEL**

Each party hereto represents and agrees with each other that such party has been represented by or had the opportunity to be represented by, independent counsel of such party's own choosing, and that such party has had the full right and opportunity to consult with such party's respective attorney(s), that to the extent, if any, that it desired, such party availed itself of this right and opportunity, that such party or such party's authorized officers (as the case may be) have carefully read and fully understand this License in its entirety and have had it fully explained to them by such party's respective counsel, that each is fully aware of the contents thereof and its meaning, intent and legal effect, and that such party or such party's authorized officer (as the case may be) is competent to execute this License and has executed this License free from coercion, duress or undue influence.

**SECTION 9. ENTIRE AGREEMENT; AMENDMENTS; WAIVER**

This License supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This License may not be amended except by a written

agreement executed by both parties. A waiver of any right under any provisions of this License by either party hereto shall only be valid if such waiver is in writing and signed by both parties. No waiver of any right under any provisions of this License on any occasion shall be a waiver of any other right or under any other provision or on any other occasion. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

#### **SECTION 10. ASSIGNMENT; BENEFICIARIES**

No party may assign any of its rights under this License without the prior consent of the other party. Nothing expressed or referred to in this License is intended to benefit any party other than the parties hereto or to give any such third party any legal or equitable right, remedy, or claim under or with respect to this License or any provision of this License. This License and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this License, and their successors and assigns.

#### **SECTION 11. SECTION HEADINGS; CONSTRUCTION**

The headings of sections in this License are provided for convenience only and will not affect its construction or interpretation. All words used in this License will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

#### **SECTION 12. NO INTERPRETATION AGAINST DRAFTER**

This License is the product of negotiations between the parties hereto represented by counsel and any rules of construction relating to interpretation against the drafter of an agreement shall not apply to this License and are expressly waived.

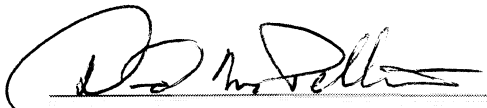
#### **SECTION 13. SEVERABILITY**

In the event that, notwithstanding the express, carefully considered agreement of the parties set forth herein, any provision of this License shall be deemed invalid, unenforceable or illegal, or if the period during which this License is to remain effective is found to exceed the legally permissible period or the territory with respect to which this License is to be effective is found to exceed the legally permissible territory, then notwithstanding such invalidity, unenforceability or

illegality the remainder of this License shall continue in full force and effect during the maximum period and for the maximum territory legally permissible.

IN WITNESS WHEREOF, the parties have caused this License 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.

**R & R GARAGE DOORS, INC.  
(LICENSEE/COMPANY)**

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


David Pelletier June 23 2022  
[print name, title, and date]

**BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA  
(LICENSOR/COUNTY)**

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

Steven Miller  
Airport Manager

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

 \_\_\_\_\_  
County Attorney

(Verification Page Follows)

VERIFICATIONS

STATE OF Florida  
COUNTY OF Hernando

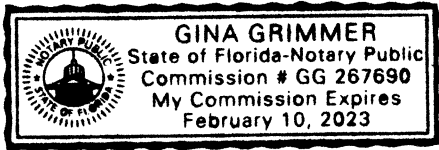
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 23<sup>rd</sup> day of June, 2022, by David Pelotier, as the Manager of R & R Garage Doors, Inc, who  is personally known to me or  has produced \_\_\_\_\_ as identification.



Gina Grimmer  
Notary Public (Signature of Notary)  
Name: Gina Grimmer  
Commission No. GG 267690  
My Commission Expires: 2/10/23

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 20<sup>th</sup> day of June, 2022, by Steven Miller, as the Hernando County Airport Manager, who  is personally known to me OR  has produced \_\_\_\_\_ as identification.



Gina Grimmer  
Notary Public (Signature of Notary)  
Name: Gina Grimmer  
Commission No. GG 267690  
My Commission Expires: 2/10/23