

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement"), dated as of the Effective Date (as hereinafter defined) between **THE COMMUNITY CENTER OF RIDGE MANOR, 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, **The Community Center of Ridge Manor, Inc.**, (the "Licensor"), owns property located next to 34240 Cortez Boulevard, Dade City, Florida 33523, 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 to use this 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 preformed, 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 entire 2.6 acres, more or less, of property located at 0 Cortez Blvd., Dade City, Florida 33523, 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 quiet 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 any 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 (the "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"). Licensee shall notify the Licensor at least 60 days, but no more than 90 days, prior to the expiration date of this agreement for written notice of the intent to renew this License. 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 and keep in good, sound and clean condition during the Term, the Licensed Property, and will not suffer or permit any strip or waste of the Licensed Property. Maintenance shall include the pick-up and disposition of all trash and debris of any nature from the Licensed Property.

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

10. **Insurance.** Licensee shall obtain and maintain during the term of this License, at its sole cost and expense, a policy of commercial general liability insurance of not less than One Million and 00/100 Dollars (\$1,000,000.00) inclusive on an "occurrence basis" against claims for personal injury including bodily injury and death and broad form property damage, operations hazards, and contractual liability in limits not less than Two Million and 00/100 Dollars (\$2,000,000.00) inclusive.

All required insurance policies shall contain language that the insurance policy may not be canceled without thirty (30) days prior written notice to Licensor. Licensee shall deliver to Licensor evidence of such insurance upon the execution of this License and provide Licensor with copies of all renewals thereof at least thirty (30) days prior to the termination of the existing policies. All insurance policies shall be issued by companies licensed to do business and in good standing in the State in which the Property is located.

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 be constructed 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.

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 Parcel Owner, Licensors, and Licensee are as follows:

Licensors:
Community Center of Ridge, Manor Inc.
34240 Cortez Blvd.
Dade City, Florida 33523

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 Licensors 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 Licensors 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.

THE COMMUNITY CENTER OF RIDGE MANOR, INC.,
a Florida Not for Profit Corporation

By: John Woolcock
Print Name: John Woolcock
Title: PRESIDENT - BOARD OF DIRECTORS
Date: AUGUST 13, 2025

HERNANDO COUNTY, a political subdivision of the
State of Florida

By: _____
Print Name: _____
Title: _____
Date: _____

Approved for Form & Legal Sufficiency

Jon Jouben
County Attorney's Office

EXHIBIT "A"

The Sandbag Distribution area consists of 2.6 acres, more or less, lying and being in the County of Hernando, State of Florida, to-wit:

A parcel of land lying within Section 11, Township 23 South, Range 21 East, Hernando County, Florida, being more particularly described as follows: Commence at the Northwest corner of Lot 279, RIDGE MANOR LAKEWOOD UNIT 3, according to the map of plat thereof as recorded in Plat Book 6, Page 14, of the Public Records of Hernando County, Florida for a POINT OF BEGINNING, said point also being on the East boundary of Tract "A", LAKEWOOD UNIT 1, according to the map or plat thereof as recorded in Plat Book 5, Page 85, of the Public Records of Hernando County, Florida; thence along the North boundary of said RIDGE MANOR LAKEWOOD UNIT 3 the following two (2) courses: 1) N72°17'04"E, a distance of 76.20 feet; 2) thence S87°24'33" E, a distance of 384.03 feet to a point of deflection on said North boundary; thence N00°00'01"W, a distance of 261.03 feet to a point on the South right-of-way boundary of State Road 50; thence S89°58'09"W, along said South right-of-way boundary, a distance of 456.22 feet to the Northeast corner of said Tract "A"; the South a distance of 266.61 feet to the POINT OF BEGINNING.

Parcel Key 1312804

Parcel Identification Number: R11 423 21 0000 0050 0030

[Remainder of page intentionally left blank.]