

LICENSE AGREEMENT

This License Agreement (Agreement) is made and entered into by and between the Southwest Florida Water Management District, a public corporation, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899 (Licensor) and Hernando County Utilities Department, a political subdivision of the State of Florida, having an address of 15365 Cortez Boulevard, Brooksville, Florida 34613 (Licensee).

WHEREAS, Licensor holds fee title to certain real property identified in that certain deed as recorded in OR Book 1226, Page 679, Hernando County, Florida, known as Annutteliga Hammock (Property); and

WHEREAS, Licensee desires access and use of a portion of the Property as further described below for establishment of an ecological and hydrologic monitoring station with ingress/egress monitoring access; and

WHEREAS, Licensor agrees to allow Licensee access to and use of that certain portion of Annutteliga Hammock necessary for Licensee's purposes further described below.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, Licensor and Licensee hereby agree as follows:

1. Licensor grants to Licensee, its employees, agents, and contractors, a license to enter upon, over and across the area more particularly described in Exhibit A attached hereto and incorporated herein by this reference (License Area) to accomplish water level well and staff gage construction, installation, maintenance, monitoring access and replacement in the event of fire damage or vandalism.
2. Licensee will not spread any invasive and exotic plant species on the current Florida Exotic Pest Plant Council's category 1 or 2 Invasive Plant Species Lists, or any similar list promulgated by a successor to the Council, to the extent practical during the term of this Agreement. Removal, disposal, or eradication of invasive and exotic plant species will be the responsibility of the Licensee. Additionally, Licensee will not destroy existing native vegetation without prior approval by the Licensor.
3. To the extent permitted by law, Licensee agrees to indemnify and hold harmless the Licensor, its agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney's fees and costs and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by Licensee, or anyone for whose acts or omissions Licensee may be liable as a result of Licensee's rights under this Agreement. Nothing contained herein will be construed to constitute a waiver of Licensor's sovereign immunity under Section 768.28, F.S., or to extend the limits of liability or recovery under Section 768.28, F.S. This provision will survive the termination of this Agreement.

4. Licensee agrees that: (i) it will, at its expense, promptly comply with all laws, rules, and regulations promulgated by any governmental authority having jurisdiction over the License Area that pertain to the operation and use of the License Area by the Licensee; (ii) it will not at any time claim any interest or estate of any kind in the License Area; (iii) it will not create or cause to be imposed, claimed or filed upon the License Area, or any portion thereof, or upon the interest therein of Licensor, any lien, charge, or encumbrance whatsoever; and (iv) upon completion of the construction and/or maintenance and/or monitoring access or termination of this Agreement, Licensee, at its sole expense, will promptly restore the License Area to a safe and aesthetic condition, as existed prior to Licensee's use and in accordance with the terms of this Agreement, within thirty (30) days.
5. The effective date of this Agreement will be the date of execution of this Agreement by the last of the Parties to sign and continue in effect until terminated by either party giving one hundred eighty (180) days prior written notice to the other party, at the address set forth above, as may be updated in writing by the respective parties.
6. Liability Insurance. The Licensee is a political subdivision of the State of Florida. It may be fully insured or self-insured for liability coverage. The Licensee must maintain in force during the entire term of this Agreement, general liability and vehicle liability coverage, and workers' compensation benefits, with coverages as follows:

6.1 Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limits and coverage:

Per occurrence.....\$1,000,000

6.2 Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Bodily Injury Liability per Person\$100,000
 Bodily Injury Liability per Occurrence.....\$300,000
 Property Damage Liability.....\$100,000

- or -

Combined Single Limit.....\$500,000

6.3 Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Employers Liability with the following minimum limits and coverage:

Bodily Injury.....\$500,000
 Disease.....\$500,000
 Policy Limit.....\$500,000

6.4 The Licensee agrees to provide documentation to Licensor from its insurance carrier, or on County letterhead, that the above insurance is in effect for the full term of this Agreement.

6.5 The Licensor must receive five (5) days prior written notice of any material change, cancellation or claim that would affect the required coverage.

6.6 Certificates of insurance verifying general liability, vehicle liability and workers' compensation and any other line of coverage specifically relevant to the Agreement are required from any contractor or subcontractor, in equal or greater amounts, who performs services for the Licensee pursuant to this Agreement and will name Licensor as an additional insured.

7. Licensee will at all times keep the License Area free of hazardous materials generated by, resulting from or being incident to Licensee's use of the License Area, and neither Licensee nor any of its employees, agents, or contractors will use, generate, manufacture, refine, treat, process, produce, store, deposit, handle, transport, release, or dispose of hazardous materials in, on or about the License Area, in violation of any federal, state or local laws, rules, regulations, ordinances, orders, codes, and guidelines currently in existence or hereafter enacted or rendered. Licensee will give Licensor prompt written notice of any claim received by Licensee from any person, entity, or governmental agency that a release or disposal of hazardous materials has occurred on the License Area.
8. This Agreement may not be assigned, in whole or in part, by Licensee without the written consent of Licensor, which consent may be withheld by Licensor in its sole discretion.
9. The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach thereof or the waiver of any breach of any other provision of this Agreement.
10. If any covenant or provision of this Agreement is determined to be invalid, illegal, or incapable of being enforced, all other covenants and provisions of this Agreement will, nevertheless, remain in full force and effect, and no covenant or provision will be dependent upon any other covenant or provision unless so expressed herein.
11. This Agreement may only be amended by an instrument in writing signed by the Parties hereto.
12. This Agreement will be construed in accordance with the laws of the State of Florida and venue of any legal proceedings will be in Hillsborough County, Florida, if the action is commenced in state court. If any action is commenced in federal court, then venue will be in the United States District Court for the Middle District of Florida.
13. Except as otherwise specified herein, each party will be responsible for its own legal and attorneys' fees, costs, and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.
14. This Agreement will be deemed automatically terminated upon any failure of performance by Licensee of its obligations under the terms of this Agreement, provided Licensor will have given Licensee at least ten (10) days advance written notice (unless otherwise provided herein, or, in the case of an emergency, such lesser time and form of notice as is reasonable) of the failure, and the failure has not been cured within such applicable period.


15. Each of the undersigned warrants and represents that he or she is authorized to execute this Agreement on behalf of the entity identified.
16. Counterparts and Authority to Sign. The signatures of all parties need not appear on the same counterpart. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and will have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.
17. The Licensor may terminate this Agreement at any time, without cause. Upon notice from the Licensor of the Licensor's intent to terminate this Agreement, Licensee shall remove any and all equipment and materials from the Property within thirty (30) days of receipt of such notice unless otherwise provided herein. This Agreement may be terminated by the Licensee without cause upon thirty (30) days written notice to the Licensor.
18. Licensee will not proceed with any well construction without having received all necessary permits. The water level well, staff gage, and transect markers, constructed, or installed on the Property will be removed from the Property in accordance with applicable rules and regulations upon the termination of the Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Temporary License Agreement on the day and year last written below.

LICENSOR

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT,
a public corporation**

By: 

Brian Starford, P.G.
Operations, Lands and Resource Monitoring Division Director

Date 11/7/23

LICENSEE

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

By: _____
Authorized Signatory

Date _____

Approved as to Form
and Legal Sufficiency

By: Victoria Anderson
County Attorney's Office