

**DONATION AGREEMENT AND RELEASE AND WAIVER OF LIABILITY AND
INDEMNIFICATION AGREEMENT FOR RECEIPT OF DONATED EQUIPMENT**

This Donation Agreement ("Agreement") is made as of the date of the last signature hereon between Hernando County, a political subdivision of the State of Florida, located at 15470 Flight Path Drive, Brooksville, FL 34604 ("the County"), and **GEORGE KELLY** ("the Recipient"), a natural person, whose address is **6275 WAVERLY RD. SPRINGHILL, FL 34607**, collectively referred to as "the Parties."

WHEREAS the County and the Florida Division of Emergency Management ("FDEM") entered into a memorandum of agreement wherein FDEM transferred ownership and possession of that certain travel trailer with **VIN # 5ZT2DEMB9P9011928** ("the Equipment") to the County; and

WHEREAS the term "the Equipment" may include, but is not limited to, the travel trailer itself and all of its components and accoutrements including, but not limited to: wheels, tires, hitch, awnings, chassis, mirrors, windows, lights, electrical system, computer components, air conditioning and heating, entertainment system, furnishings, appliances, hardware, propane tank and related apparatus, decorations, kitchen and bathroom fixtures, and any and all other interior and exterior equipment; and

WHEREAS the County has title to the Equipment free and clear of all encumbrances, liens, and other claim of any kind, and the County has possession of all ownership documentation and title for the trailer; and

WHEREAS the County desires to donate AS-IS WITHOUT WARRANTY AND WITH ALL FAULTS the Equipment to the Recipient at no cost; and

WHEREAS the Recipient understands and agrees that as of the date the County and the Recipient meet to execute title transfer documentation, the Recipient shall be responsible for all costs associated with the Equipment including, but not limited to the costs described in Section 9 below, and that title to the Equipment will be provided within 14-21 business days after signing title transfer documentation, barring an unforeseen delay; and

WHEREAS the Recipient wishes to accept the Equipment under the following terms and conditions.

NOW THEREFORE for and in consideration of the mutual promises and obligations of the Parties to each other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as following terms of such transfer:

1. Delivery and Acceptance of Equipment

- a. The Recipient is [check one]: **(X)** the title owner of the real property, OR () is the lawful invitee or tenant of the owner of the real property, located at **6275 WAVERLY RD. SPRINGHILL, FL 34607** in Hernando County, Florida ("Delivery Location").
- b. Recipient shall provide documentation to the County prior to delivery that the Delivery Location has proper electricity, water and sewer sources to which to hook up the Equipment.
- c. Prior to delivery, the Recipient shall obtain the required permit(s) to reside in the Equipment at the Delivery Location.
- d. If the Recipient will reside in the Equipment at property owned by a third party, Recipient shall provide documentation to the County prior to delivery that Recipient has the property owner's permission to reside in the Equipment on said property, will cooperate with Recipient to obtain the required permit(s), and consents to the County entering said property for the sole purpose of accessing the Equipment to enforce this Agreement.
- e. The County will deliver to Recipient the Equipment at the Delivery Location on a date and time agreed upon by the Parties.
- f. The description of the Equipment is for the sole purpose of identifying the Equipment and does not constitute a representation or warranty in any respect whatsoever.
- g. The County will donate the Equipment to the Recipient and the Recipient will accept the Equipment from the County.
- h. Upon acceptance, the Recipient shall be responsible for compliance with all laws, ordinances and regulations applicable to use of the Equipment, regardless of when the transfer of title to Recipient occurs, and whether required by the County or otherwise.
- i. The Recipient shall cooperate with the County to complete and execute any and all forms which may be required by the local or state municipality to complete the transfer of title to the Recipient, and Recipient shall apply for and pay for all permits required by

local ordinance associated with keeping, parking or residing in the Equipment.

- j. The Recipient acknowledges that the Equipment is in good and working condition and accepts same "as-is."
- k. The Recipient acknowledges the equipment is to be used as a temporary shelter and not for recreational activities.

2. Costs Associated with Equipment

- a. After the County delivers the Equipment to the Recipient at the Delivery Location, and the Recipient accepts the Equipment, regardless of when the transfer of title to Recipient occurs, the Recipient is responsible for all costs of any nature associated with the Equipment including, but not limited to, transferring title to the Equipment, registering the Equipment in Recipient's name, rezoning or conditional use applications as required, maintenance, replacement and repair of the Equipment, hooking up utilities, obtaining building department and zoning permits as necessary, insurance, rent for location or storage of Equipment, and removing or disposal of the Equipment.
- b. The County is not responsible for any of the costs described in subsection 2.a. above, or any other cost associated with the Equipment, once County delivers the Equipment and Recipient accepts the Equipment.

3. Hazardous Materials

- a. The Equipment may contain flammable items, radioactive materials, explosives, hazardous or toxic substances, waste or related materials, including any materials defined as or included in the definition of "hazardous substances," "hazardous wastes," "infectious wastes," "hazardous materials" or "toxic substances" now or subsequently regulated under any federal, state or local laws, regulations or ordinances ("Hazardous Material").
- b. The Recipient will defend, indemnify and hold the County harmless against any claims resulting from or relating to such Hazardous Material.

4. Warranties

The Recipient acknowledges and agrees that:

- a. The Recipient is receiving the Equipment "as-is, where is" and "with all faults";

- b. The County has made no representations or warranties to the Recipient regarding the quality, nature, condition or composition of the Equipment;
- c. The County has made no representations or warranties to the Recipient regarding the compliance of the Equipment with the requirements of any specifications, laws, ordinances or regulations;
- d. The Recipient has been given the opportunity to reject the Equipment, in part and in whole, and has declined to do so;
- e. The County disclaims all warranties and representations, whether express, implied, or statutory, including without limitation, any implied warranties of merchantability or fitness for a particular purpose. The County also disclaims any implied warranty arising out of trade usage or out of course of dealing or course of performance. The County also disclaims any warranty or other obligation on account of any claim of infringement or misappropriation of patents, copyrights, or other intellectual property rights in connection with the Equipment.

5. Limitation of Liability

- a. To the maximum extent allowed by law, under no circumstances will the County be liable for any damages of any kind, whether direct, indirect, special, incidental, consequential or punitive, even if they were foreseeable and/or even if the Recipient has informed the County of their potential, arising in any way out of the Equipment or this Agreement.
- b. The Recipient voluntarily assumes full responsibility for any risk of loss, property damage or personal injury, including death, for the Recipient, the Recipient's family, or any person who is on Recipient's property whether or not an invitee, that may be sustained by Recipient, Recipient's family, or any person who is on Recipient's property whether or not an invitee, or any loss or damage to real or personal property owned by Recipient, as a result of receiving the Equipment, WHETHER CAUSED BY THE NEGLIGENCE OF THE COUNTY or otherwise. Recipient further AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY from any loss, liability, damage or cost, including court costs and attorney's fees, that Recipient may incur due to Recipient's participation in said activity, WHETHER CAUSED BY THE NEGLIGENCE OF THE COUNTY or otherwise.

- c. It is the Recipient's express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of Recipient's family and spouse, if alive, and heirs, assigns and personal representative, if deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the COUNTY.

6. Conveyance and Disposal

- a. The Recipient must retain ownership of the Equipment for a minimum of eighteen (18) months from the date of signature before conveying ownership or disposal is permitted.
 - i. If the Equipment is no longer needed within the first 18 months, the Recipient shall offer, in writing, to the County first right of refusal to accept return of the trailer at no cost to the County; if the County declines acceptance of the trailer, in writing, the Recipient may convey or dispose of the Equipment in compliance with this Agreement.
 - ii. In the event of the Recipient's death within the 18-month period, transfer of ownership as part of Recipient's estate is permitted without offering to the County first right of refusal; however, all obligations under Section 8: Removal must be upheld.
- b. The Recipient shall be responsible for compliance with all laws, ordinances and regulations applicable to the conveyance and disposal of the Equipment.

7. Right of Entry

- a. The Recipient hereby gives permission to the County, and its subcontractors, employees, staff and vendors, to enter the Recipient's property, or if the Recipient is the invitee of the property on which the Equipment is delivered, Recipient gives permission as the invitee or tenant on said property, for the County to conduct the following activities:
 - i. Delivery of the Equipment;
 - ii. Inspection, if required;
 - iii. Removal of the Equipment for Recipient's non-compliance with this Agreement, which includes but is not limited to failing to meet with the County on its scheduled date to complete all required paperwork to effectuate the final transfer. Should removal be required, such removal will only include the

Equipment; the Recipient shall be responsible for disconnection of all utilities and other equipment that Recipient installed thereto, including but not limited to stairs, ramps, etc.;

- iv. Removal of personal items should the removal of the Equipment be warranted in accordance with the above.
- b. This Section 7 expires eighteen (18) months from the date the Recipient accepts delivery of the Equipment.

8. Removal

- a. The Recipient shall be responsible for compliance with all laws, ordinances and regulations applicable to the removal of the Equipment in accordance with all local, state and federal laws, should they apply.
- b. The Equipment may not be removed from the Delivery Location without prior written authorization from the County, except under the following conditions: The Recipient shall relocate the Equipment to a safe location during, but not limited to, declared states of emergency, mandatory evacuations, or when special notices are issued by the County to protect life, health, or safety.

9. Maintenance

The Recipient affirmatively understands that as of the date the Recipient accepts delivery of the Equipment, the Recipient shall be responsible for any and all maintenance, repair and replacement of the Equipment. The County shall not under any circumstances be responsible for, nor provide any assistance or financial reimbursement for any maintenance, repair or replacement of the Equipment or any other related expense incurred as a result of such maintenance, repair, replacement or otherwise.

10. Indemnification

The Recipient will defend, indemnify and hold the County harmless against any claims relating to the packing, removal, handling, shipping, use, possession, transfer, sale, donation or other disposal of the Equipment.

11. Term

The term of this Agreement is eighteen (18) months from the date Recipient accepts the Equipment. Provisions 2, 3, 4, 5, 9 and 10 shall survive and remain legally binding past the expiration, termination or completion of this Agreement. This Agreement is not subject to renewal or extension.

12. Miscellaneous

- a. This Agreement represents the entire agreement between the parties regarding the subject matter hereof. It supersedes all previous oral and written communications between the Parties.
- b. This Agreement may not be modified except in writing by authorized representatives of both Parties.
- c. If any provision is held invalid, all other provisions will remain valid, unless such invalidity would frustrate the purpose of the Agreement.
- d. The term "the County" is, and includes all employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries.
- e. This Agreement is not transferrable or assignable without the written pre-approval of the County which pre-approval may be withheld by the County in its sole discretion.
- f. The terms and conditions of this Agreement inure to the benefit of, and are binding upon, the Parties' successors and assigns.
- g. This Agreement will be governed by the laws of the State of Florida except where the federal supremacy clause requires otherwise.
- h. All claims and actions brought or arising from this Agreement will be brought in the courts of Hernando County, Florida.
- i. In the event of a legal dispute between the Parties, each Party shall pay its own attorney's fees and costs at all levels of the dispute. The Parties hereby waive the right to a jury trial in any and all legal disputes.

THE RECIPIENT IS AT LEAST EIGHTEEN YEARS OF AGE AND FULLY COMPETENT AND HAS CAREFULLY READ THIS WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT AND UNDERSTANDS ITS CONTENTS.

THE RECIPIENT IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A

CONTRACT BETWEEN THE COUNTY AND THE RECIPIENT AND SIGNS IT
FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

IN WITNESS WHEREOF, the Parties have caused this instrument to be
executed on its/their behalf by officials duly authorized therefor.

Sharon Kelly POA
Signature: THE RECIPIENT
Date: 12/2/25

Signature: THE RECIPIENT
Date: _____

Jeffery Rogers
Signature: THE COUNTY
Printed Name: Jeffery Rogers
Title: County Administrator
Date: 11/17/2021

RECIPIENT'S ACCEPTANCE AND ACKNOWLEDGMENT

The Recipient, **GEORGE KELLY**, hereby accepts delivery of the Equipment as defined in the Donation Agreement and Release and Waiver of Liability and Indemnification Agreement for Receipt of Donated Equipment ("Donation Agreement") signed by Recipient on December 2, 2025, and acknowledges the Recipient received the Equipment **(VIN#5ZT2DEMB9P9011928)** "as-is" on this 2 day of December, 2025, in accordance with the said Donation Agreement.

Sharon Kelly POA
Signature: THE RECIPIENT
Date: 12/2/25

Signature: THE RECIPIENT
Date: _____

FLORIDA DURABLE POWER OF ATTORNEY

On the 24TH day of Nov, 2024, I, George Kelly, the principal, of Weeki Wachee, State of FL, hereby designate SHARON KELLY of Weeki Wachee, State of FL, my attorney-in-fact (hereinafter my "attorney-in-fact"), to act as initialed below, in my name, in my stead and for my benefit, hereby revoking any and all financial powers of attorney I may have executed in the past.

EFFECTIVE DATE

11/24/2024

I grant my attorney-in-fact the powers set forth herein immediately upon the execution of this document. These powers shall not be affected by any subsequent disability or incapacity I may experience in the future.

POWERS OF ATTORNEY-IN-FACT

My attorney-in-fact shall exercise powers in my best interests and for my welfare, as a fiduciary. My attorney-in-fact shall have the following powers:

(Choose the applicable power(s) by placing your initials in the preceding space)

SK / **BANKING** - With regard to banking and other financial institution transactions, my agent shall have the authority to conduct banking transactions as provided in § 709.2208(1), Florida Statutes. Without limiting the foregoing, my agent shall have the general authority to engage in the following transactions with financial institutions:

Continue, modify, and terminate an account or other banking arrangement made by or on behalf of the Principal;

Establish, modify, and terminate an account or other banking arrangements with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by the Agent;

Contract for services available from a financial institution, including renting a safe deposit box or space in a vault;

Withdraw, by check, order, electronic funds transfer, or otherwise, money or property of the Principal deposited with or left in the custody of a financial institution;

Receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them;

Enter a safe deposit box or vault and withdraw or add to the contents.

Borrow money and pledge as security personal property of the Principal necessary to borrow money or pay, renew, or extend the time of payment of a debt of the Principal or a debt guaranteed by the Principal.

Make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the Principal or payable to the Principal or the Principal's order, transfer money, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon the Principal and pay it when due.

Receive for the Principal and act upon a sight draft, warehouse receipt, or other document of title whether tangible or electronic, or other negotiable or nonnegotiable instrument.

Apply for, receive, and use letters of credit, credit and debit cards, electronic transaction authorizations, and traveler's checks from a financial institution and give an indemnity or other agreement in connection with letters of credit, and

Consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

N/A **SAFE DEPOSIT BOX** - To have access at any time or times to any safe-deposit box rented by me or to which I may have access, wheresoever located, including drilling, if necessary, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe-deposit box; and any institution in which any such safe-deposit box may be located shall not incur any liability to me or my estate as a result of permitting my attorney-in-fact to exercise this power.

N/A **LENDING OR BORROWING** - To make loans in my name; to borrow money in my name, individually or jointly with others; to give promissory notes or other obligations therefor, and to deposit or mortgage as collateral or for security for the payment thereof any or all of my securities, real estate, personal property, or other property of whatever nature and wherever situated, held by me personally or in trust for my benefit.

OK **GOVERNMENT BENEFITS** - To apply for and receive any government benefits for which I may be eligible or become eligible, including but not limited to, Social Security, Medicare and Medicaid.

N/A **RETIREMENT PLAN** - To contribute to, select payment option of, roll-over, and receive benefits of any retirement plan or IRA I may own, except my attorney-in-fact shall not have power to change the beneficiary of any of my retirement plans or IRAs.

OK **TAXES** - To complete and sign any local, state and federal tax returns on my behalf, pay any taxes and assessments due and receive credits and refunds owed to me and to sign any tax agency documents necessary to effectuate these powers.

N/A **INSURANCE** - To purchase, pay premiums and make claims on life, health, automobile and homeowners' insurance on my behalf, except my attorney-in-fact shall not have the power to cash in or change the beneficiary of any life insurance policy.

GK ☒ **REAL ESTATE** - To acquire, purchase, exchange, lease, grant options to sell, and sell and convey real property, or any interests therein, on such terms and conditions, including credit arrangements, as my attorney-in-fact shall deem proper; to execute, acknowledge and deliver, under seal or otherwise, any and all assignments, transfers, deeds, papers, documents or instruments which my attorney-in-fact shall deem necessary in connection therewith.

GK ☒ **PERSONAL PROPERTY** - To acquire, purchase, exchange, lease, grant options to sell, and sell and convey personal property, or any interests therein, on such terms and conditions, including credit arrangements, as my attorney-in-fact shall deem proper; to execute, acknowledge and deliver, under seal or otherwise, any and all assignments, transfers, titles, papers, documents or instruments which my attorney-in-fact shall deem necessary in connection therewith; to purchase, sell or otherwise dispose of, assign, transfer and convey shares of stock, bonds, securities and other personal property now or hereafter belonging to me, whether standing in my name or otherwise, and wherever situated.

GK ☒ **POWER TO MANAGE PROPERTY** - To maintain, repair, improve, invest, manage, insure, rent, lease, encumber, and in any manner deal with any real or personal property, tangible or intangible, or any interests therein, that I now own or may hereafter acquire, in my name and for my benefit, upon such terms and conditions as my attorney-in-fact shall deem proper.

N/A **STOCKS AND BONDS** - With regard to stocks and bonds, to conduct investment transactions as provided in section 709.2208(2), Florida Statutes. Without limiting the foregoing, my agent shall have the general authority with respect to investment instruments to take the following actions:

Buy, sell, and exchange stocks and bonds;

Establish, continue, modify, or terminate an account with respect to stocks and bonds;

Pledge stocks and bonds as security to borrow, pay, renew, or extend the time of payment of a debt of the Principal;

Receive certificates and other evidence of ownership with respect to stocks and bonds; and

Exercise voting rights with respect to stocks and bonds in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

N/A **COMMODITIES AND OPTIONS** - In regards to commodities and options, the Principal authorizes the Agent to buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call or put options on stocks or stock indexes traded

on a regulated option exchange; and establish, continue, modify, and terminate option accounts.

N/A **GIFTS** - To make gifts, grants, or other transfers (including the forgiveness of indebtedness and the completion of any charitable pledges I may have made) without consideration, either outright or in trust to such person(s) (including my attorney-in-fact hereunder) or organizations as my attorney-in-fact shall select, including, without limitation, the following actions: (a) transfer by gift in advancement of a bequest or devise to beneficiaries under my will or in the absence of a will to my spouse and descendants in whatever degree; and (b) release of any life interest, or waiver, renunciation, disclaimer, or declination of any gift to me by will, deed, or trust

GK ☒ **LEGAL ADVICE AND PROCEEDINGS** - To obtain and pay for legal advice, to initiate or defend legal and administrative proceedings on my behalf, including actions against third parties who refuse, without cause, to honor this instrument.

SPECIAL INSTRUCTIONS: On the following lines are any special instructions limiting or extending the powers I give to my attorney-in-fact (Write "None" if no additional instructions are given):

None

AUTHORITY OF ATTORNEY-IN-FACT: Any party dealing with my attorney-in-fact hereunder may rely absolutely on the authority granted herein and need not look to the application of any proceeds nor the authority of my attorney-in-fact as to any action taken hereunder. In this regard, no person who may in good faith act in reliance upon the representations of my attorney-in-fact or the authority granted hereunder shall incur any liability to me or my estate as a result of such act. I hereby ratify and confirm whatever my attorney-in-fact shall lawfully do under this instrument. My attorney-in-fact is authorized as he or she deems necessary to bring an action in court so that this instrument shall be given the full power and effect that I intend on by executing it.

LIABILITY OF ATTORNEY-IN-FACT: My attorney-in-fact shall not incur any liability to me under this power except for a breach of fiduciary duty.

REIMBURSEMENT OF ATTORNEY-IN-FACT: My attorney-in-fact is entitled to reimbursement for reasonable expenses incurred in exercising powers hereunder, and to reasonable compensation for services provided as attorney-in-fact.

AMENDMENT AND REVOCATION: I can amend or revoke this power of attorney through a writing delivered to my attorney-in-fact. Any amendment or revocation is ineffective as to a third party until such third party has notice of such revocation or amendment.

STATE LAW: This Power of Attorney is governed by the laws of the State of Florida. This durable power of attorney is not terminated by subsequent incapacity of the principal except as provided in chapter 709, Florida Statutes. All of the powers and provisions of said Statute shall be in addition to the powers and provisions thereof and not in limitation thereof.

PHOTOCOPIES: Photocopies of this document can be relied upon as though they were originals.


IN WITNESS WHEREOF, I have on this 24 day of November, 2024
executed this Financial Power of Attorney.


Principal's Signature

We, the witnesses, each do hereby declare in the presence of the principal that the principal signed and executed this instrument in the presence of each of us, that the principal signed it willingly, that each of us hereby signs this Power of Attorney as witness at the request of the principal and in the principal's presence, and that, to the best of our knowledge, the principal is eighteen years of age or over, of sound mind, and under no constraint or undue influence.


Witness's Signature

7889 CHARRINGTON DR CANTON MI. 48187
Address


Witness's Signature

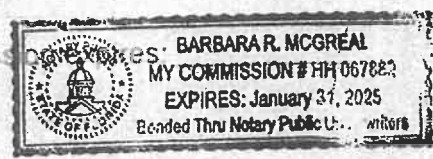
13905 N. GULF MNR, Perry FL 32348
Address

STATE OF FLORIDA
TAYLOR County, ss.

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of November 2024,
George Kelly who is personally known to me or who has produced
FL ID as identification.

Barbara R McGreal
Notary Public

My commission expires



SPECIMEN SIGNATURE AND ACCEPTANCE OF APPOINTMENT

I, Sharon Kelly, the attorney-in-fact named above, hereby accept appointment as attorney-in-fact in accordance with the foregoing instrument.

Sharon Kelly
Attorney-in-Fact's Signature

STATE OF Florida
Hernando County, ss.

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22 day of November, 2024, by Sharon Kelly who is personally known to me or who has produced Florida DL as identification.



Sarah Tocco
Notary Public

My commission expires: May 29, 2027