

THIS CONTRACT PREPARED BY:
Chris Munyon, Real Property Specialist, Property Acquisition Division
On behalf of Property Acquisition Division Manager
Manatee County Property Management Department
1112 Manatee Avenue West
Bradenton, Florida 34205
PROJECT NO: 6086960
PARCEL NO: 135
PID NO: 1494214453

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (Agreement) is made and entered into this _____ day of _____, 2020, between **TERRY READ a/k/a TERRY REED**, a single man, whose mailing address is 4304 62nd Street East, Bradenton, Florida 34208 (**Licensor**), and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 (**Licensee**). Licensor and Licensee are sometimes collectively referred to herein as **Parties** and individually as **Party**.

WHEREAS, Licensor is the owner of certain real property which is located in Manatee County, State of Florida, more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference and all improvements thereon (**Property**); and

WHEREAS, Licensor desires to grant to Licensee the right to enter onto the Property for certain specified purposes; and

WHEREAS, Licensee desires to possess the right to enter onto the Property for those specified purposes to facilitate the clearing, filling and grading of the remainder pond.

NOW, THEREFORE, in consideration of the aforesaid premises, the mutual covenants, promises, terms, and conditions set forth herein and other good and valuable consideration, the adequacy, sufficiency, and receipt of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS:** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **GRANT OF LICENSE:** Licensor hereby grants to Licensee, its employees, agents, invitees, consultants, contractors and subcontractors the right to enter onto the Property for the purposes of 1) clearing, filling and grading of the remainder pond, 2) restoration of disturbed areas, including placement of sod and 3) all other purposes reasonably related to accomplishing same, all at Licensee's sole cost and expense. This License Agreement is granted upon the condition that the clearing, filling and grading upon the property shall not extend beyond the limits outlined on Exhibit A and that all clearing, filling and grading shall conform to all remaining

improvements on the property.

3. **EFFECTIVE DATE**: For purposes of this Agreement, the **Effective Date** shall be the date upon which the Agreement is approved by the Manatee County Board of County Commissioners (**Board**).

4. **TERM**: The term of this license shall commence on February 17, 2020, and terminate on February 16, 2021, unless automatically extended due to a Force Majeure Event.

5. **ASSIGNABILITY**: The Parties may not assign this Agreement or any right of obligation of this Agreement without prior written consent of the other Party. The license granted herein is personal to Licensee and may not be assigned or transferred without prior written consent of the Licensor.

6. **AMENDMENTS**: This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by an instrument in writing executed by all Parties hereto. All amendments are subject to acceptance and approval by the Board.

7. **ATTORNEYS' FEES AND COSTS**: Each Party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceeding, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

8. **AUTHORIZATION**: Each Party represents to the other that such Party has the requisite power and authority under all applicable laws to enter into this Agreement, that all of the procedural requirements imposed by law upon each Party for the approval and authorization of this Agreement have been properly completed, and that the persons who have executed the Agreement on behalf of each Party are authorized and empowered to execute said Agreement.

9. **BINDING EFFECT**: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and permitted assigns.

10. **COOPERATION**: Upon request, Licensor shall reasonably cooperate with Licensee and Licensee's representatives and promptly sign any and all necessary consents and applications as the owner of the Property or otherwise authorize Licensee to apply for any permits and to act as Licensor's agents, and for all other purposes reasonably related to accomplishing same.

11. **ENTIRE AGREEMENT**: This Agreement and the Exhibits attached hereto contain the final and entire agreement between the Parties with respect to the license of the Property and are intended to be an integration of all prior negotiations and

understandings. This Agreement supersedes all prior negotiations, understandings, representations, or agreements, both written and oral. The Parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the Parties hereto.

12. FLORIDA LAW AND MANATEE COUNTY VENUE: This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Florida. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation, shall lie in Manatee County, Florida.

13. FORCE MAJEURE: No Party shall be required to perform any obligation under this Agreement or be liable to the other for any delay or failure to perform or damages for said delay or failure so long as performance or non-performance of the obligation is delayed, caused, or prevented by an act of God, an act of terrorism, a civil commotion, an earthquake, a failure or disruption of utility services, a fire, a flood, a hurricane, an insurrection, a sinkhole, a tornado, an unusual transportation delay, or other like cause, and which by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome (**Force Majeure Event**). If a Force Majeure Event prevents Licensee from completing the clearing, filling and grading of the remainder pond before termination of this license, the term of this license shall automatically extend for an additional **FORTY-FIVE (45)** days.

14. HEADINGS: The headings contained in this Agreement are for convenience and reference and shall not affect the meaning or interpretation of this Agreement.

15. INTERPRETATION: Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed against Licensor or Licensee, whether under any rule of construction or otherwise. On the contrary, this Agreement shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the Parties. The Parties have each carefully read the terms and conditions of this Agreement and know and understand the contents and effect of this Contract.

16. NO DEVELOPMENT RIGHTS CONFERRED: Nothing herein shall be construed or deemed as giving approval for any development of any property. Nothing contained in this Agreement shall (i) create any development rights in favor of Licensor; (ii) create, or otherwise acknowledge the existence of, any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any property unless separately approved by the Board pursuant to County Ordinances. All land use authorizations, development and construction rights and authorizations, shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the Manatee County Land Development Code, any approved general development plan, preliminary or final site plan, and all

conditions or stipulations thereto. Nothing contained herein shall be deemed or construed to require Licensee, the Manatee County Planning Commission or the Board to approve any applications submitted by Licensor relative to any property. Review, approval or denial of any such applications shall be performed in compliance with Florida law, the Manatee County Code of Ordinances and the Manatee County Land Development Code.

17. NOTICE: Any and all notices, approvals, claims, consents, demands, requests, or other communications between the Parties (**Notices**) shall be in writing. All Notices shall be given by hand delivery in person or by registered or certified mail, postage prepaid, to the following addresses:

If to Licensor: Terry Read
4304 62nd Street East
Bradenton, Florida 34208

If to Licensee: Manatee County Government
Attention: Property Acquisition Division Manager
Property Management Department
1112 Manatee Avenue West, 8th Floor
Bradenton, Florida 34208

And Manatee County Government
Attention: County Attorney
Office of the County Attorney
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205

All Notices shall be deemed effective and received upon actual receipt by the Party to which such notice is given or **FIVE (5)** days after mailing, whichever occurs first.

18. CONDITION OF THE PROPERTY: Licensor covenants that the Property is free of tenants, occupants, and future tenancies. Licensor further covenants that all personal items, trash, and waste materials from the Property including, but not limited to, all automotive accessories and parts, batteries, chemicals, equipment, fluorescent lighting, oil and paint cans, petroleum products and tires, and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer.

19. RADON GAS: Pursuant to the requirements of Section 404.056(5), Florida Statutes, the following notification is provided within this Agreement:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to person who are exposed to it over time. Levels of radon that exceed federal

and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

20. REPRESENTATIONS AND WARRANTIES OF LICENSOR: Licensor hereby covenants, represents, and warrants that:

A. Licensor shall not enter into any new lease agreements, occupancy agreements, parking agreements, or any brokerage, maintenance, management, service, or similar contracts, or amend, modify, or renew any such existing agreements or contracts without the prior written consent of Licensee.

B. During the time of Licensor's ownership of the Property, Licensor warrants that, to the best of Licensor's knowledge and belief, no hazardous wastes, hazardous substances, pollutants, and/or contaminants were buried, disposed, dumped, placed, released, or stored on the Property.

C. Licensor has no knowledge of any aboveground, buried, or partially buried containers, drums, storage vessels, or tanks in, on, or under the Property.

D. Licensor has no knowledge of any material defects relating to the Property or improvements located thereon, if any, including, but not limited to archaeological sites, sinkholes, structural defects, termite infestation, or unstable soil conditions.

21. SEVERABILITY: If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the Parties contained herein are not materially prejudiced and the intentions of the Parties continue to be effective.

22. TIME OF THE ESSENCE: Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of **SEVEN (7)** days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America, shall extend to **FOUR (4)** P.M. of the next day that is not a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America. The terms "days" as used herein shall in all cases mean calendar days.

23. WAIVER: The failure or neglect by any Party to enforce any right under this Agreement shall not be deemed to be a waiver of that Party's rights. A waiver shall not be effective unless it is in writing and signed by the Party who possesses the right to

waive enforcement of same.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day, month, and year written above.

Signed, sealed, and delivered in the presence of **TWO (2)** witnesses:

LICENSOR:
TERRY READ a/k/a TERRY REED, a single man,

Mike Kostic
First Witness Signature

Mike Kostic
First Witness Printed Name

By: Terry A. Read
Signature

TERRY A. REED
Printed Name

Matt Iverson
Second Witness Signature

Matt Iverson
Second Witness Printed Name

LICENSEE:
MANATEE COUNTY, a political subdivision of the State of Florida

By: **its Board of County Commissioners**

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

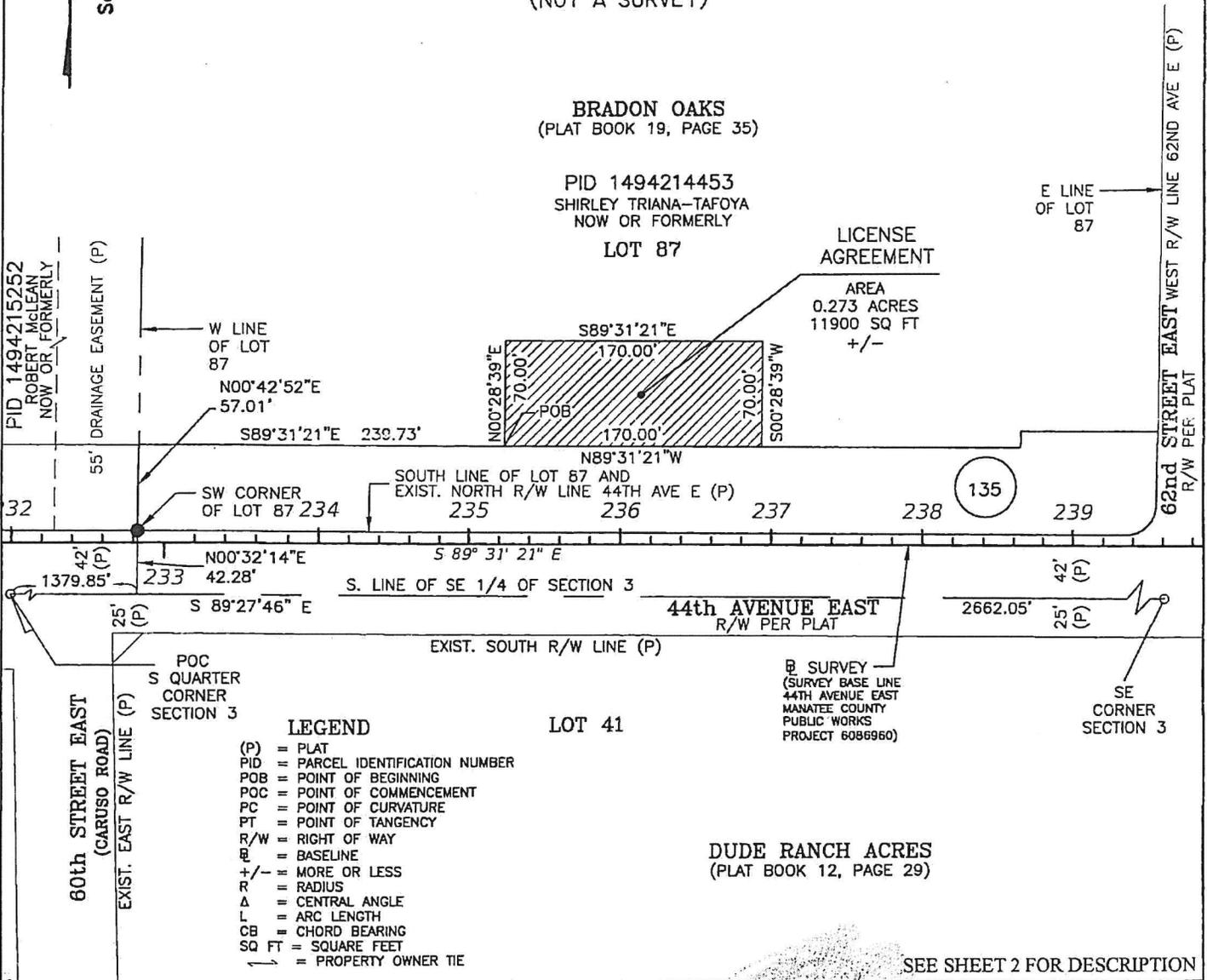
By: _____
Deputy Clerk

EXHIBIT "A"

SE 1/4, Section 3, Township 35 South, Range 18 East
Manatee County, Florida

LICENSE AGREEMENT Description and Sketch

44TH AVENUE EAST PER MANATEE COUNTY
PUBLIC WORKS PROJECT NUMBER 6086960
(NOT A SURVEY)



- LEGEND**
- (P) = PLAT
 - PID = PARCEL IDENTIFICATION NUMBER
 - POB = POINT OF BEGINNING
 - POC = POINT OF COMMENCEMENT
 - PC = POINT OF CURVATURE
 - PT = POINT OF TANGENCY
 - R/W = RIGHT OF WAY
 - B = BASELINE
 - +/- = MORE OR LESS
 - R = RADIUS
 - Δ = CENTRAL ANGLE
 - L = ARC LENGTH
 - CB = CHORD BEARING
 - SQ FT = SQUARE FEET
 - ↔ = PROPERTY OWNER TIE

DUDE RANCH ACRES
(PLAT BOOK 12, PAGE 29)

SEE SHEET 2 FOR DESCRIPTION

FOR: MANATEE COUNTY PROPERTY
MANAGEMENT DEPARTMENT
SURVEY DIVISION

1112 MANATEE AVENUE WEST
BRADENTON, FLORIDA, 34205,
(941)748-4501

BY:

AECOM TECHNICAL SERVICES, INC.
7650 W Courtney Campbell Causeway, Suite 700
Tampa Florida 33607
Phone (813) 286-1711
Florida Certificate of Authorization No. LR7860

[Handwritten signature]
12/4/2019

Sheet: 1 OF 2

Section 3, Township 35
South, Range 18 East

Drawing Date: 11/14/19

EXHIBIT "A"

LICENSE AGREEMENT Description and Sketch

LEGAL DESCRIPTION

44th Avenue East (Manatee County Public Works Project Number 6086960)

44th Avenue East

Manatee County

That part of Lot 87, Bradon Oaks Subdivision as recorded in Plat Book 19, Page 35, Public Records of Manatee County, Florida, being in Section 3, Township 35 South, Range 18 East being more particularly described as follows:

Commence at the South Quarter Corner of said Section 3; thence South 89° 27' 46" East along the South line of the Southeast Quarter of said Section 3, a distance of 1379.85 feet; thence North 00° 32' 14" East, a distance of 42.28 feet to the Southwest corner of Lot 87; thence North 00° 42' 52" East along the west line of said Lot 87, a distance of 57.01 feet; thence South 89° 31' 21" East a distance of 239.73 feet, to the POINT OF BEGINNING; thence North 00° 28' 39" East a distance of 70.00 feet; thence South 89° 31' 21" East a distance of 170.00 feet; thence South 00° 28' 39" West a distance of 70.00 feet; thence North 89° 31' 21" West a distance of 170.00 feet, to the POINT OF BEGINNING.

Containing 0.273 acres or 11,900 square feet, more or less.

General Notes:

- 1) The bearings shown on this description and sketch are based on the Florida State Plane Coordinate System, West Zone, 1983 North American Datum, 2011 Adjustment, as established from the south line of the Southeast Quarter of Section 3, Township 35 South, Range 18 East being a found nail and disk to a found nail deriving a bearing of South 89° 27' 46" East.
- 2) This legal description and sketch is supported by a Specific Purpose Survey dated 2/16 prepared under the responsible charges of Richard Edgerton, Professional Survey and Mapper Number 4292 of ZNS Engineering.
- 3) This legal description and sketch is not valid without the original signature and seal of a Florida licensed Surveyor and Mapper.

SEE SHEET 1 FOR SKETCH
NOT A BOUNDARY SURVEY
PARCEL ID NO. 1494214453.

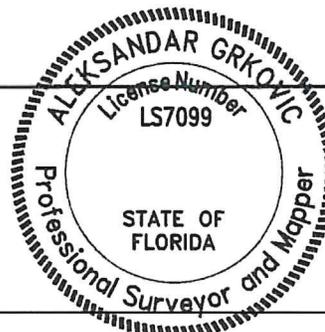


AECOM TECHNICAL SERVICES, INC.
Florida Certificate of Authorization No. 1B7969

Aleksandar Grkovic PSM
Florida Professional Surveyor & Mapper, LS7099
7650 West Courtney Campbell Causeway
Tampa, FLORIDA, 33607-1482,
Telephone No. (813)286-1711

Date
3/11/2020

Drawn By: E. Metcalf
Checked By: G. Lites



Sheet: 2 OF 2

Section 3, Township 35
South, Range 18 East

Drawing Date: 11/14/19