

Property: TP # 18007-000-000
TP # 18019-002-000
TP # 18207-001-002

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made and entered into on this ____ day of _____, 20__, by and between **ALACHUA COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and **ALACHUA CONSERVATION TRUST, INCORPORATED**, a Florida not for profit corporation, hereinafter referred to as "Licensee";

WITNESSETH:

WHEREAS, the County owns property designated as County Road 2082 (CR 2082), between Hawthorne Road and County Road 234, as shown on **Exhibit "A"**, attached hereto and incorporated herein by reference; and

WHEREAS, the Alachua County Board of County Commissioners ("Board") has the authority pursuant to Florida Statute Section 336.08 to change or discontinue public roads by resolution; and

WHEREAS, pursuant to Florida Statute Section 316.008 (g) the Board has the authority to restrict the use of streets; and

WHEREAS, on September 3, 2019, the Board changed the use of a portion of County Road 2082 to prohibit motorized vehicular traffic thereon, commencing approximately 500 feet south of SE Hawthorne Road (State Road 20) and terminating approximately 500 feet northwest of SE County Road 234, as generally depicted by red color on **Exhibit A**, attached hereto and by reference made a part hereof; and

WHEREAS, Licensee owns real property adjacent to this section of CR 2082; and

WHEREAS, Licensee has other means of legal access to its property, but at certain times it may be more convenient to access its property by means of this section of CR 2082; and

WHEREAS, the parties hereto desire to enter into a license agreement to establish rights and obligations with regard to the use of this section of CR 2082.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually covenant and agree as follows;

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated into and made a part of this License Agreement.

2. Term. This License Agreement is effective beginning on the date the last of the Parties executes this License Agreement and shall continue until terminated as provided for herein.
3. Property. This License Agreement is for the use of CR 2082 between Hawthorne Road and County Road 234, as generally depicted by the red color on **Exhibit A**, hereinafter referred to as the "Property".
4. Use of Property. As provided herein, the County grants a revocable license to Licensee to use the Property for motorized vehicular traffic, for the sole purpose of ingress and egress.
5. Restrictions. For the duration of this License Agreement, Licensee agrees to:
 - a. prevent the creation of any obstructions or conditions which are or may become dangerous to the public; and
 - b. repair any damage or injury to the Property by reason of the exercise of the privileges granted in this License Agreement and to repair the Property promptly, restoring it to a condition at least equal to that which existed immediately prior to the infliction of such damage or injury or pay the County for the full costs of repair of the Property.
6. Right of Assignment. Licensee may not assign this License Agreement without written consent of the County, which may be withheld in the County's sole discretion
7. Notices. Except as otherwise provided in this Agreement, all notices to be provided under this Agreement, including the default or termination from either party to the other party, must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed delivered two business days after mailing, unless delivery is by personal delivery or electronic mail, in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Licensee's and County's representatives are:

For the County:

Alachua County, Florida
c/o Public Works Department
5620 NW 120 Lane
Gainesville, Florida 32653
Attn: County Engineer

And to:

Clerk of the Circuit Court

Alachua County, Florida
201 SE 1st Street, 4th Floor
Gainesville, Florida 32601
Attn: Finance and Accounting

For the Licensee:

Alachua Conservation Trust, Incorporated
7204 SE County Road 234
Gainesville, FL 32641

8. Indemnification. LICENSEE HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY, IT'S BOARD OF COUNTY COMMISSIONERS, CONSTITUTIONAL OFFICERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES, ATTORNEYS, AGENTS AND ASSIGNS (HEREINAFTER, COLLECTIVELY "LICENSOR") FROM AND AGAINST ANY CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES, BROUGHT AGAINST LICENSOR RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO OR IN ANY WAY RESULTING FROM OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, OR EXERCISE OF ANY RIGHT, PRIVILEGES, OR USES ALLOWED OR GRANTED IN THIS LICENSE AGREEMENT OR FROM LICENSEE'S ENTRY ONTO OR USE OF THE PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON, WHETHER OR NOT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF LICENSOR. LICENSEE ASSUMES ALL RISK AND ACCEPTS THIS LICENSEE AGREEMENT, AND THE USE OF THE PROPERTY, AS-IS, WHERE IS AND WITH ALL FAULTS AND FURTHER AFFIRMS THAT THE LICENSOR HAS NOT, AND DOES NOT, MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE PHYSICAL CONDITION OF THE PROPERTY. THE LICENSEE HEREBY ACKNOWLEDGES AND AGREES THAT THE LICENSOR HAS NO DUTY TO MAINTAIN OR REPAIR THE PROPERTY, AND THAT ANY MAINTENANCE OR REPAIRS PERFORMED BY LICENSOR ARE PROVIDED SIMPLY AS A CONVENIENCE TO LICENSEE, AND THAT LICENSOR HAS NO DUTY TO LICENSEE, AND OWES NO DUTY TO LICENSEE, AND LICENSOR WILL NOT BE LIABLE TO LICENSEE FOR INJURY, LOSS, OR DAMAGE, WHETHER TO PERSON, INCLUDING DEATH ARISING THERE FROM, OR TO THE PROPERTY, SUFFERED BY THE LICENSEE FROM ANY CAUSE WHATSOEVER ARISING FROM OR RELATED THE LICENSOR'S MAINTENANCE OR REPAIR OF THE PROPERTY, OR FROM LICENSEE'S USE OF THE PROPERTY. FOR THE PURPOSES OF THIS PARAGRAPH, THE TERM "LICENSEE" SHALL INCLUDE THE LICENSEE AND ALL OF LICENSEE'S AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, INVITEES, GUESTS, ANY PERSON CLAIMING THROUGH THE LICENSEE, OR ANYONE USING THE PROPERTY WITH LICENSEE PERMISSION OR ON LICENSEE'S BEHALF. LICENSEE SHALL BE SOLELY RESPONSIBLE FOR

THE NEGLIGENT, RECKLESS OR INTENTIONAL ACTS OF LICENSEE AS IT PERTAINS TO INJURY, LOSS OR DAMAGE SUFFERED BY LICENSEE. NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER OF THE LICENSOR'S SOVEREIGN IMMUNITY OR THE LIMITS OF LIABILITY SET FORTH IN §768.28, FLORIDA STATUTES. ANY CLAIMS AGAINST THE LICENSOR MUST COMPLY WITH THE PROCEDURES FOUND IN §768.28, FLORIDA STATUTES, AND ARTICLE VII, SECTION 10 OF THE FLORIDA CONSTITUTION.

9. Termination. The County Manager, or their designee, may terminate this License Agreement at any time, upon ten (10) calendar days' notice to Licensee. Licensee waives and releases the County from all claims to damages related to such termination. This License Agreement shall automatically terminate upon the Licensee's conveyance of its property that is adjacent to the Property, or upon County's reopening of the Property to public motorized vehicular traffic.
10. Laws and Regulations. Licensee will comply with all laws, ordinances, regulations, and requirements applicable to this License Agreement. Licensee is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may be applicable. If Licensee is not familiar with state and local laws, ordinances, code rules and regulations, Licensee remains liable for any violations and all subsequent damages or fines.
11. Third Party Beneficiaries. This License Agreement does not create any relationship with, or any rights in favor of, any third party.
12. Severability Clause. Paragraph 8 is an essential and indivisible provision of this License Agreement and must be interpreted to provide the broadest protection to the Licensor. If Paragraph 8 is declared to be void by a court of law, then the entire License Agreement is void. If any other provisions of this License Agreement are declared void by a court of law, all other provisions will remain in full force and effect.
13. Non-Waiver. The failure of any party to exercise any right in this License Agreement is not a waiver of such right. Failure by the Parties to insist upon the strict performance of any of the terms, conditions, or provisions of this License Agreement is not a waiver of such terms, conditions, or provisions, and the Parties, notwithstanding such failure, retain the right hereafter to insist upon strict performance of any or all such terms and conditions of this License Agreement, as set forth herein.
14. Governing Law and Venue. This License Agreement shall be governed and interpreted in accordance with the laws of the State of Florida. Sole and exclusive venue for any action arising under this License Agreement is in Alachua County, Florida.

15. Amendments. The Parties may amend this License Agreement only by mutual written agreement of the Parties, executed with the same formalities as this License Agreement.
16. Attachments. All Exhibits and amendments attached to this License Agreement are incorporated into and made part of this License Agreement by reference.
17. Entire Agreement. This License Agreement constitutes the entire agreement of the Parties and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed for the uses and purposes herein expressed on the day and year first above-written.

**ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

(SEAL)

By: _____
Robert Hutchinson, Chair

ATTEST:

J.K. "Jess" Irby, Esq., Clerk

APPROVED AS TO FORM

Alachua County Attorney's Office

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Witnesses:

[Signature]

Witness

Print Name Lisa D. Holder

[Signature]

Witness

Print Name Heather A. Obara

**ALACHUA CONSERVATION TRUST,
INCORPORATED**, a Florida not for profit
corporation

By: [Signature]

Print: Tom Kay

Its: Executive Director

STATE OF FLORIDA

COUNTY OF Alachua

The foregoing License Agreement was acknowledged before me this 3 day of February, 2020 by Tom Kay, as Executive Director of Alachua Conservation Trust Incorporated, a Florida not for profit corporation, who is ☒ personally known to me, or who has ☐ produced _____ as identification.



Notary Public [Signature]

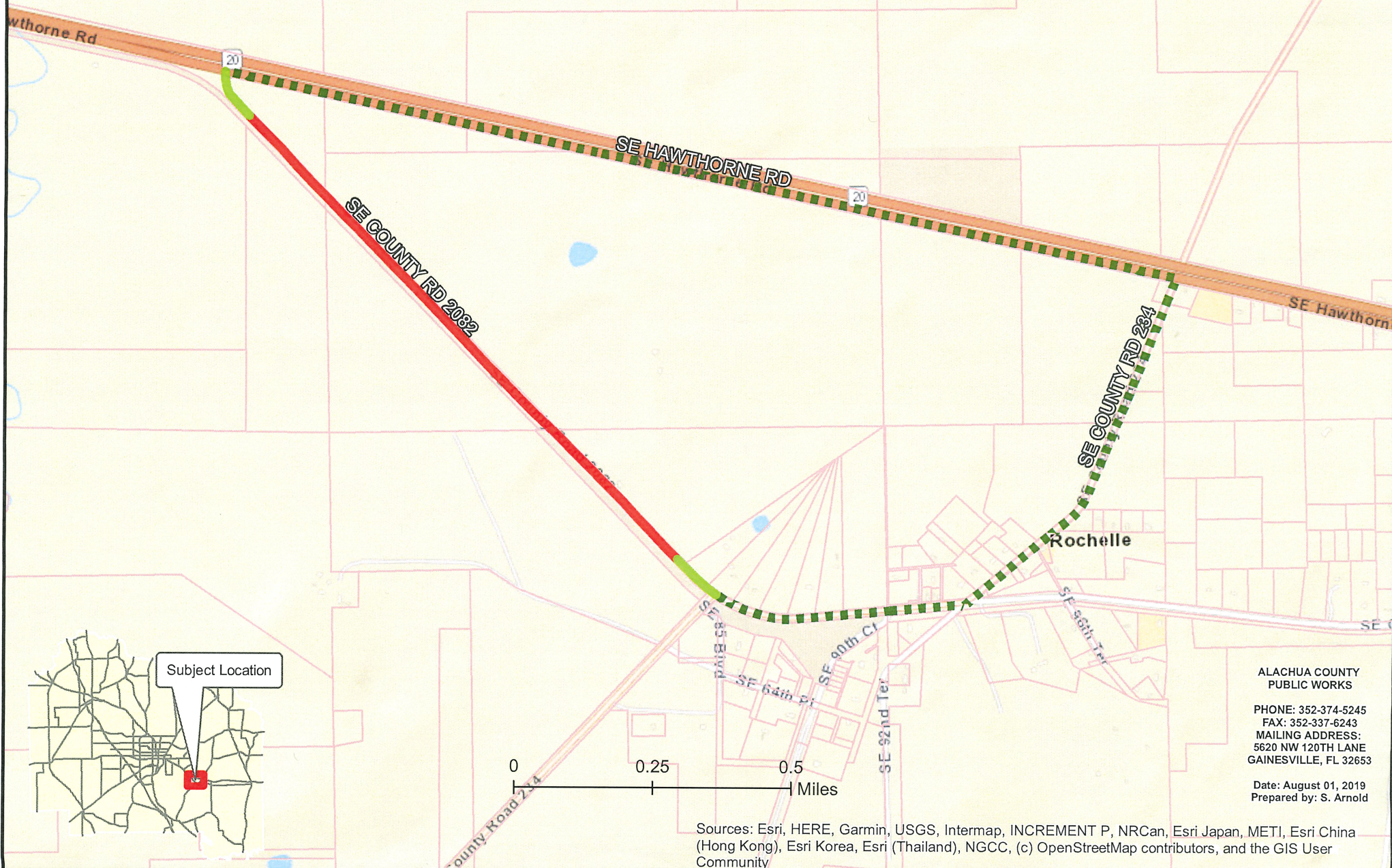
Print Name: Heather A. Obara

Commission No: GG 290859

My Commission Expires: 02/03/2023



Exhibit A Map of CR 2082



ALACHUA COUNTY
PUBLIC WORKS

PHONE: 352-374-5245

FAX: 352-337-6243

MAILING ADDRESS:

5620 NW 120TH LANE

GAINESVILLE, FL 32653

Date: August 01, 2019

Prepared by: S. Arnold

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community