

LICENSE AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between Gainesville Area Rowing, Inc., a Florida Not for Profit Corporation, (PERMITEE), whose post office address is Post Office Box 357882, Gainesville, Florida 32635 and the City of Gainesville, a municipal corporation of the State of Florida (CITY), P.O. Box 490, Gainesville, Florida 32627.

W I T N E S S E T H:

WHEREAS, the CITY owns property located on the east shore of Newnan's Lake (the Premises), referred to as Tax Parcel 17945-000-000 in Gainesville, Florida, and;

WHEREAS, the PERMITEE has a Contract to Purchase property lying adjacent to the Premises, and;

WHEREAS, the CITY owned property severs the PERMITEE's access to Newnan's Lake, and;

WHEREAS, the PERMITEE offers recreation to young men and women in the Gainesville community, and;

WHEREAS, it is in the best interest of the CITY and is for the benefit of the public that the CITY grant the PERMITEE use of a portion of the Premises, in the immediate vicinity of the common property line.

NOW, THEREFORE, in consideration of the mutual promises and consideration contained in this agreement, the parties agree as follows:

1. The CITY agrees to grant onto the PERMITEE access across that common property now owned by the CITY.

Description of Property

2. The north (approximate) 275 feet of Tax Parcel 17945-000-000

Declared Purpose, Term

3. The purpose of this agreement is to provide access over the Premises owned by the CITY. The term of this agreement is for a period of One (1) year. This includes permission to construct and maintain docks, provided all permitting requirements are adhered to.

Indemnification

4. The PERMITEE agrees to indemnify, defend, save and hold harmless the CITY, its elected and appointed officials, from all claims, demands, suits, liabilities, damages, losses and expenses, for bodily injury or death to persons or damage to property, including reasonable attorney's fees and costs, to the extent resulting from or arising out of the above permitted activity by the PERMITEE, its contractors, subcontractors, agents, employees or representatives. The CITY does not waive its right to sovereign immunity under Florida law.

Insurance Requirements

5. During the term of this agreement the PERMITEE, at its own expense, shall maintain the following insurance of the types and to the limits specified below. These policies shall be issued by an insurance company licensed in the State of Florida and the City of Gainesville shall be listed as additional insured where applicable.

Insurance Required:

Worker's Compensation Statutory Limits

Commercial General Liability \$1,000,000 combined single limit

Business Auto Liability \$1,000,000 combined single limit

Delivery of Notice

6. As to the PERMITEE:

Gainesville Area Rowing, Inc.  
Post Office Box 357882  
Gainesville, Florida 32608

As to the CITY:

City Manager  
P.O. Box 490  
Gainesville, Florida 32627

7. There shall be a default by the PERMITEE if the PERMITEE fails to comply with any condition described in Section 3 or fails to comply with any other provision in this Agreement. If a default occurs, upon giving thirty (30) days written notice of such default to the PERMITEE, if the default has not been cured, the CITY may void the Agreement and cure the default. The PERMITEE shall be responsible for any and all costs incurred in restoring the Premises to the condition in which it existed on the date of occupation by the

PERMITEE. The parties do not waive any rights or remedies under common law. In the event legal action becomes necessary to enforce this Agreement, the laws of Florida will control. Venue is in Alachua County, Florida.

- 8. The Agreement shall bind both parties, their partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in all this Agreement.

Entire Agreement

- 19. This agreement embodies the entire understanding of the parties in this regard and there are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the same subject matter except as to easements. This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.

In witness, the parties have executed this agreement at Gainesville, Alachua County, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2016.

For PERMITEE  
Gainesville Area Rowing, Inc.

\_\_\_\_\_  
Robert Livingston, President

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Signature

For CITY  
City of Gainesville

\_\_\_\_\_  
Anthony Lyons, Interim Manager

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Signature