

**LICENSE AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2015 (Effective Date), between the CITY of Gainesville, a municipal corporation of the State of Florida, (CITY), and the Florida Department of Agriculture, (STATE).

**WITNESSETH:**

**WHEREAS**, the STATE desires to obtain from the CITY a License to use certain CITY property for ingress/egress access to adjacent property owned by the STATE, and:

**WHEREAS**, the CITY desires to use a portion of the property owned by the STATE, lying adjacent to the property owned by the CITY;

**NOW THEREFORE**, in consideration of the Licensed area and the mutual covenants and conditions herein contained, it is agreed by the parties hereto as follows:

1. The CITY hereby grants to the STATE and the STATE hereby accepts from the CITY a License to use a strip of land 60.0 feet in width over the Northerly 715.0 feet of Parcel "A" and the Northerly 20.0 feet of Parcel "B" as described in the Quit Claim Deed contained in Official Records Book 4244, page 131 of the Public Records of Alachua County, Florida and as depicted on Exhibit "A" (the "State Licensed Area").
2. The STATE hereby grants to the CITY and the CITY hereby accepts from the STATE a License to use an approximately 10 acre portion of STATE owned property, north of the creek, west of the power line, and along the south and east sides of the CITY owned property as depicted on Exhibit "A" (the "City Licensed Area").
3. The STATE and the CITY agree there is mutual consideration for this License Agreement.
4. This License is for a period of fifty years commencing on the Effective Date.
5. This License may be terminated by the either party, at any time with or without cause, upon written notice to the other party by certified mail. Upon termination, each party agrees to remove within 30 calendar days at its sole expense all encroachments lying upon its Licensed area. Should either party fail to remove any encroachments within the 30 days, the other party may remove and dispose of any encroachments without recourse to the defaulting party failing to do so.
6. The STATE agrees that it will use the State Licensed Area only for the purpose of private access to that property owned by the STATE. The STATE must obtain written approval from the CITY of any proposed fencing prior to the STATE installing the fence on property, owned by the CITY. The STATE further agrees that it will not suffer or permit the the State Licensed Area or any part thereof to be used for any other purpose without the express written consent of the CITY.
7. The CITY agrees that it will use said the City Licensed Area only for the purpose of homeless services, in conjunction with the homeless facility, known as the Empowerment Center on that property owned by the CITY. The CITY must obtain

written approval from the STATE of any proposed fencing prior to the CITY installing the fence on property, owned by the STATE. The CITY further agrees that it will not suffer or permit the the City Licensed Area or any part thereof to be used for any other purpose without the express written consent of the STATE.

8. It is agreed that either party shall make no alterations or additions to the City or State Licensed Areas without the prior written consent of the other party.
9. It is expressly understood and agreed that no real or personal property is leased to the either party; that it is a License Agreement not a lessee; that either parties right to occupy the Licensed Areas and to operate the License hereby granted shall continue only so long as provided in this License and either party complying strictly and promptly with each and all of the undertakings, provisions, covenants, agreements, stipulations and conditions contained herein.
10. Each party assumes all risks in the use of its License Area and shall be solely responsible and answerable in damages for all accidents or injuries to person or property and hereby covenants and agrees to indemnify and keep harmless the other party and its officers and employees from any and all claims, suits, losses, damage or injury to person or property of whatsoever kind and nature, whether direct or indirect, arising out of the use of the Licensed Area or the carelessness, negligence or improper conduct of indemnifying party or its officers or employees. This indemnification shall survive the expiration or termination of this License.
11. Except as provided below, neither party is permitted to assign, transfer, convey or otherwise dispose of this License to any other person or legal entity without the previous written consent of the other party. If either party shall, without the previous written consent specified in this section, assign, transfer, convey or otherwise dispose of the same to any other person or legal entity, the other party reserves the right to declare this License terminated without previous notice to the defaulting party.

The CITY may assign use of the City's Licensed Area to a provider of homeless services at the Empowerment Center. Such assignment shall not require the approval of the STATE, but the STATE shall be given notice of the assignment and a copy of the assignment document executed by the CITY and the provider.

12. Each party shall indemnify, defend, hold the other party and their officers, agents and employees harmless from and against, including but not limited to, any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs or other expenses (including attorney's fees and court costs) arising from or in any way related to the actual or threatened damage to the environment, agency cost investigation, personal injury or death, or damage to property, due to a release or allege release of hazardous materials by the Licensee or its respective employees, agents, invitees and assigns on or under the property or in the surface or ground water located on or under the property, or gaseous omissions from the property or any other condition existing on the property resulting from hazardous materials, which release or allege release arguably occurred after the Effective Date of this License, whether such claims prove to be true or false. Each Licensee further agrees that its indemnity obligations shall include, but are not limited to, the cost of any required or necessary inspection, audit, cleanup, or detoxification and the

preparation of any enclosure or other required plans, consent order, application, or the like. This covenant shall survive the termination or expiration of this License.

- 13. The STATE and the CITY agree that nothing in this License shall be interpreted as a waiver of the sovereign immunity under 768.28 Florida Statutes.
- 14. Failure to perform any responsibility under this License shall place the non-performing party in default. Upon written notice by the non-defaulting party, the party in default shall have ten days to correct the default. If the default is not corrected, this License may be terminated at the option of the non-defaulting party.
- 15. Any notice required under the terms of this License Agreement must be in writing and must be sent by certified mail to the address of the party to whom the notice is to be given. Addresses of the parties are as follows:

CITY:  
 Purchasing Division, MS #32  
 CITY of Gainesville  
 P O Box 490  
 Gainesville, FL 32627

STATE:  
 Florida Department of Agriculture  
 Waccasassa Forestry Center  
 5353 NE 39th Avenue  
 Gainesville, Florida 32609

- 16. This License shall be governed by and construed in accordance with the laws of the State of Florida. Any action in equity or law with respect to this License shall be brought and heard in Alachua County, Florida.

**IN WITNESS WHEREOF**, the parties to this License Agreement have set their hands and seals on the day and year first above written.

WITNESSES:

**City Of Gainesville**

\_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_  
 Russ Blackburn, Manager

WITNESSES:

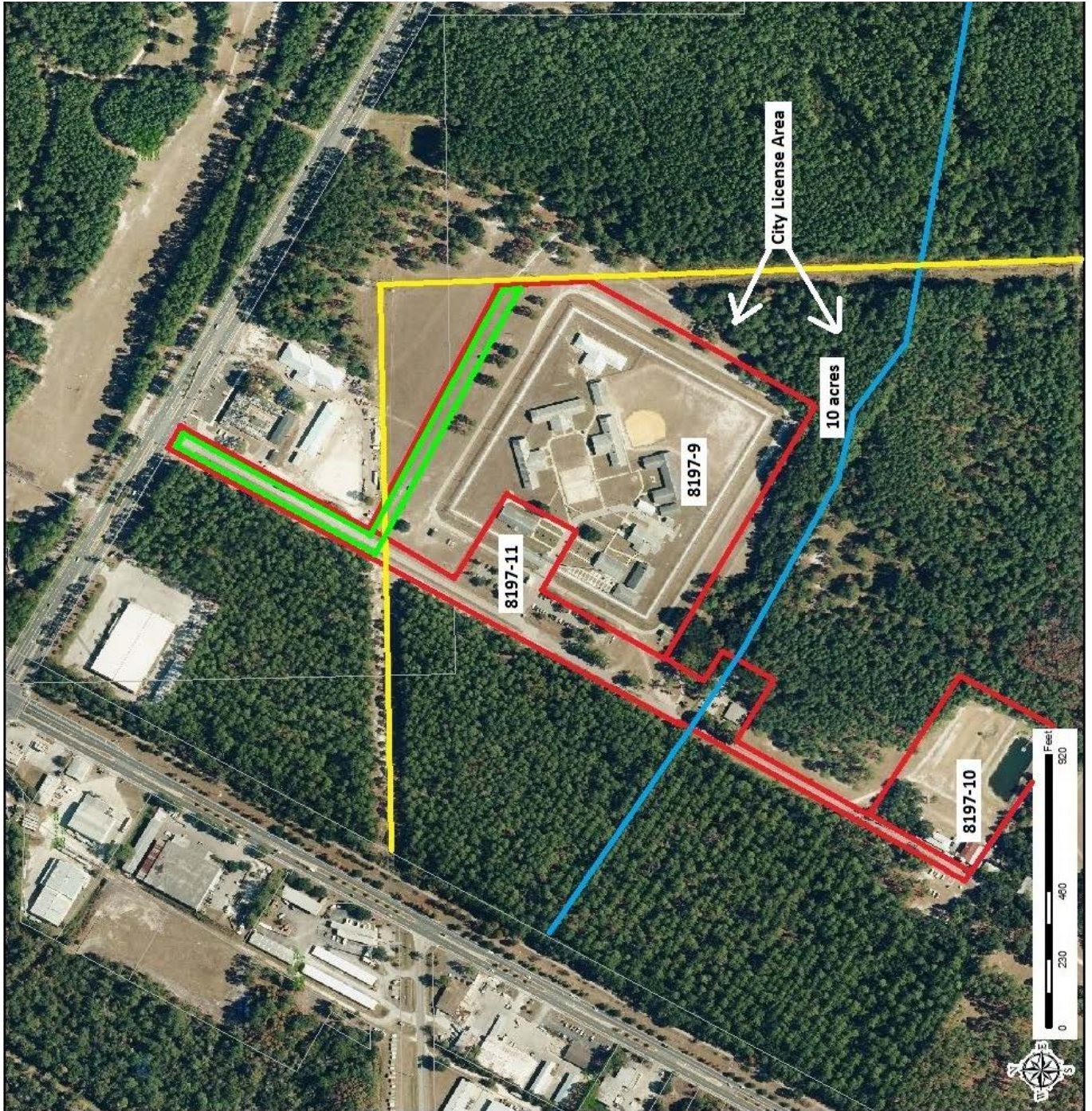
**Florida Department of Agriculture**

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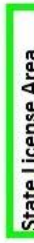


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**Exhibit "A"**  
**City of Gainesville**  
**Public Works**

-  **City owned Property**
-  **State License Area**
-  **Power Line**
-  **Creek**

THE CITY OF GAINESVILLE, FLORIDA, IS AN EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION EMPLOYER. THE CITY OF GAINESVILLE, FLORIDA, IS AN EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION EMPLOYER. THE CITY OF GAINESVILLE, FLORIDA, IS AN EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION EMPLOYER.



City of Gainesville

Date: 12/15/2014



## Exhibit "A", page 2

## LEGAL DESCRIPTION – PARCEL "A"

A PART OF SECTIONS 26 & 27, TOWNSHIP 9 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 26, TOWNSHIP 9 SOUTH, RANGE 20 EAST; THENCE SOUTH 01 DEGREES 18 MINUTES 03 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 1225.66 FEET TO AN INTERSECTION WITH THE CENTERLINE OF STATE ROAD No. 222 (NE 39<sup>th</sup> AVENUE) AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION No. 26005-2518; THENCE SOUTH 60 DEGREES 29 MINUTES 07 SECONDS EAST, ALONG SAID CENTERLINE OF STATE ROAD No. 222, A DISTANCE OF 1023.14 FEET; THENCE SOUTH 30 DEGREES 02 MINUTES 53 SECONDS WEST, A DISTANCE OF 50.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD No. 222 AND THE POINT OF BEGINNING; THENCE SOUTH 30 DEGREES 02 MINUTES 32 SECONDS WEST, A DISTANCE OF 1761.39 FEET; THENCE SOUTH 29 DEGREES 39 MINUTES 16 SECONDS WEST, A DISTANCE OF 311.23 FEET; THENCE NORTH 60 DEGREES 29 MINUTES 07 SECONDS WEST, A DISTANCE OF 44.29 FEET; THENCE SOUTH 29 DEGREES 49 MINUTES 44 SECONDS WEST, A DISTANCE OF 871.89 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF A LEASE AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA AND THE STATE OF FLORIDA DEPARTMENT OF CORRECTIONS, BEING KNOWN AND HEREUNTO REFERENCED AS LEASE AGREEMENT No. 3490; THENCE NORTH 57 DEGREES 51 MINUTES 26 SECONDS WEST, ALONG SAID SOUTHERLY LINE OF SAID LEASE AGREEMENT No. 3490, A DISTANCE OF 13.07 FEET TO THE SOUTHWEST CORNER OF SAID LEASE AGREEMENT No. 3490; THENCE NORTH 29 DEGREES 39 MINUTES 16 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LEASE AGREEMENT No. 3490, A DISTANCE OF 1182.87 FEET; THENCE NORTH 30 DEGREES 02 MINUTES 32 SECONDS EAST, CONTINUING ALONG SAID WESTERLY LINE OF SAID LEASE AGREEMENT No. 3490, A DISTANCE OF 1761.04 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD No. 222; THENCE SOUTH 60 DEGREES 29 MINUTES 07 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD No. 222, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

## LEGAL DESCRIPTION – PARCEL "B"

A PART OF SECTION 26, TOWNSHIP 9 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 26, TOWNSHIP 9 SOUTH, RANGE 20 EAST; THENCE SOUTH 01 DEGREES 18 MINUTES 03 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 1225.66 FEET TO AN INTERSECTION WITH THE CENTERLINE OF STATE ROAD No. 222 (NE 39<sup>th</sup> AVENUE) AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION No. 26005-2518; THENCE SOUTH 60 DEGREES 29 MINUTES 07 SECONDS EAST, ALONG SAID CENTERLINE OF STATE ROAD No. 222, A DISTANCE OF 1023.14 FEET; THENCE SOUTH 30 DEGREES 02 MINUTES 53 SECONDS WEST, A DISTANCE OF 50.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY

RIGHT OF WAY LINE OF SAID STATE ROAD No. 222; THENCE SOUTH 30 DEGREES 02 MINUTES 32 SECONDS WEST, A DISTANCE OF 694.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 30 DEGREES 02 MINUTES 32 SECONDS WEST, A DISTANCE OF 321.58 FEET; THENCE SOUTH 60 DEGREES 29 MINUTES 07 SECONDS EAST, A DISTANCE OF 322.80 FEET; THENCE SOUTH 30 DEGREES 02 MINUTES 32 SECONDS WEST, A DISTANCE OF 249.81 FEET; THENCE NORTH 59 DEGREES 53 MINUTES 43 SECONDS WEST, A DISTANCE OF 228.51 FEET; THENCE SOUTH 30 DEGREES 13 MINUTES 51 SECONDS WEST, A DISTANCE OF 470.13 FEET; THENCE SOUTH 60 DEGREES 29 MINUTES 07 SECONDS EAST, A DISTANCE OF 982.26 FEET; THENCE NORTH 30 DEGREES 02 MINUTES 32 SECONDS EAST, A DISTANCE OF 828.92 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF PARCEL III, A 100' WIDE UTILITY EASEMENT, DESCRIBED AND RECORDED IN OFFICIAL RECORD BOOK 1003, PAGES 191-194 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 01 DEGREES 01 MINUTES 10 SECONDS WEST, ALONG SAID WESTERLY LINE OF SAID 100' WIDE UTILITY EASEMENT, DESCRIBED AND RECORDED IN OFFICIAL RECORD BOOK 1003, PAGES 191-194, A DISTANCE OF 298.37 FEET; THENCE NORTH 63 DEGREES 23 MINUTES 29 SECONDS WEST, A DISTANCE OF 922.65 FEET TO THE POINT OF BEGINNING.  
CONTAINING 23.0 ACRES MORE OR LESS