

NON-EXCLUSIVE REVOCABLE LICENSE AGREEMENT

THIS **NON-EXCLUSIVE REVOCABLE LICENSE AGREEMENT** (the "Agreement"), is made and entered into this 12th day of June 2012, by and between SUMTER COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County," and ACMS of Sumter, LLC and ACMS, Inc. whose address is P.O. Box 949, Lake Panasoffkee, Florida, 33538, hereinafter referred to as "Licensee"; and

WHEREAS, Licensee has requested to utilize and/or encroach on, over, or under a portion of the access road, which currently exists on the north end of the property owned by Sumter County (Parcel ID # J22=005), which extends parallel across the northern boundary of said parcel, and connects CR 529 and CR 529-A; specifically, Licensee has requested ingress access to the facility via CR 529, and egress access from the facility via CR 529A; and,

WHEREAS, the Sumter County Board of County Commissioners has the authority to enter into Agreements which promote the efficient use of county property, and have determined that the terms and conditions of this Non-Exclusive Revocable License Agreement are in the best interests of the health, safety and welfare of the citizens of Sumter County, Florida; and,

WHEREAS, the County approved this Non-Exclusive Revocable License Agreement on the 12th day of June, 2012.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual benefits, terms, obligations, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Licensee agree as follows:

1. The above Whereas clauses are incorporated herein, *in haec verba*.
2. County grants to Licensee a non-exclusive, revocable license to utilize and/or encroach on, over, or under that portion of the access road, on the north end of the property owned by Sumter County (Parcel ID # J22=005), which extends parallel across the northern boundary of said parcel, and connects CR 529 and CR 529-A, said area being depicted in the aerial photograph attached hereto and incorporated herein as Exhibit "A", for the purpose of ingress and egress. The access road identified in Exhibit "A" to be utilized by Licensee pursuant to this Agreement shall be referred to as the "Subject Property". Licensee shall be responsible for erecting appropriate signage, making certain improvements and conducting road maintenance of the subject property as designated by County.
3. During the construction of any improvements of the subject property, Licensee must coordinate with and obtain the approval of the County's Director of Public Works on hazard prevention techniques to be employed to ensure the safety of pedestrian and motor vehicle traffic in the vicinity. Licensee shall not permit any

obstruction of the view of motorists on adjacent streets nor shall the finished improvements impede the use of the Subject Property by the County or other users authorized by County.

4. The subject property contemplated for use by this Agreement, and as identified on Exhibit "A", shall be maintained in a neat, clean and orderly appearance, and shall be kept in good repair at all times by the Licensee. Unless otherwise provided for in this Agreement, Licensee shall, at his/her/its own expense, restore said roadways to their original condition, reasonable wear and tear excepted, upon the termination of the license granted hereby.
5. Licensee shall indemnify and hold harmless the County from any and all liability, claims, demands, damages, expenses, fees, fines, penalties, expenses (including attorney's fees), suits, proceedings, actions or causes of action, of every kind and nature whatsoever, arising out of or occurring in connection with the use of Subject Property by Licensee, their successors, assigns, officers, employees, servants, agents, contractors, or invitees of whatsoever description, or resulting from any breach, default, nonperformance, or violation of any of Licensee's obligations under this Agreement. Licensee shall at their own expense defend any and all actions, suits, or proceedings which may be brought against the County or in which the County may be impleaded with others in any such action or proceeding arising out of the use or occupancy of the subject property. The provision of this paragraph shall survive the termination of this Agreement for a period of four (4) years following the effective date of termination.
6. It is understood and agreed that Licensee accepts the Subject Property and the ground under it in its present condition, and no representation as to any portion, part or section of said property is hereby made by the County; nor does the County warrant or represent that the property is safe or suitable for the purpose for which it is permitted to be used by Licensee.
7. Until the termination of this license is acknowledged in writing by the County, Licensee agrees to purchase and maintain in full force and effect, liability insurance coverage, including contractual liability coverage on the Subject Property acceptable to the County. Such coverage shall be at least \$1,000,000.00 combined single limits of liability per occurrence for bodily injury including death and property damage. Prior to undertaking any activity upon the Subject Property, Licensee shall provide the County with a certificate of insurance, satisfactory to the County, evidencing the existence of such insurance. Required insurance shall be documented in the Certificates of Insurance which provide that the County shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. The County shall be named on each Certificate as an Additional Insured and this License Agreement shall be listed on the certificate. Certificates shall be on an ACORD 25 "Certificate of Insurance" form, or equal, as determined by the County. Any wording in a Certificate which would make notification of cancellation, adverse

change or restriction in coverage to the County an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. Licensee shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the County and shall file with the County Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not replaced within ten calendar days of the expiration of the Certificate of Insurance, in a manner acceptable to the County, this agreement becomes null and void and all privileges of use of the right of way are immediately revoked by the County. The Certificate Holder shall be listed as: Sumter County, Florida. Failure of Licensee to provide and maintain the requisite insurance shall be cause for the County to terminate this Agreement and to retake exclusive possession of the Subject Property immediately upon giving notice of its intention to do so to Licensee.

8. The initial term of this Agreement is for five (5) years. Thereafter, this Agreement can be renewed by request of Licensee for an additional five (5) year term. This Agreement, and the license granted hereby, may be terminated prior to the expiration of the initial term or any renewal term by Licensee by giving a minimum of sixty (60) days prior written notice to the County. This Agreement, and the license granted hereby, may be terminated prior to the expiration of the initial term or any renewal term by the County by giving a minimum of sixty (60) days prior written notice to Licensee. In the event that Licensee receives notice from the County of Termination of this Agreement, the County shall not be liable for any claim from Licensee, their legal representatives, successors, or assigns arising out of the termination. In the event of termination of this Agreement, Licensee will relinquish its interest in Subject Property, thus being relieved of Licensee's obligations under this Agreement after the Subject Property is restored to original condition, reasonable wear and tear exempted. When the County has acknowledged in writing its satisfaction therewith, this Agreement shall be terminated, and the County and Licensee shall have no further obligation arising hereunder. Provided, however, Licensee shall in no event be excused from its obligations pursuant to paragraph 5 and 7 with respect to acts or occurrences prior to the termination of this Agreement.
9. The approval of this Non-Exclusive Revocable License Agreement is conditional at all times. This Agreement may be revoked or suspended by the County upon findings that include but are not limited to the following: Licensee does not maintain insurance in the amounts as provided herein; Licensee's actual uses within the designated area are different from those uses described or in this Agreement; Licensee has failed to correct violations of this agreement or conditions of the license within 24 hours of receipt of Notice by the County of such violations delivered verbally or in writing to Licensee; Licensee has failed to abide by the stipulations set forth in this Agreement or the Sumter County Code of Ordinances; or the Sumter County Board of County Commissioners determines that Licensee's use of the Subject Property is no longer necessary.

10. Without the previous written consent of the County, Licensee shall not be permitted to assign this Agreement or any estate or interest therein. Any consent by the County to any act of assignment, shall be held to apply only to the specific transaction thereby authorized. Such consent shall not be construed as a waiver of the duty of Licensee, or their legal representatives or assigns, to obtain from the County its consent, not unreasonably withheld, to any other or subsequent assignment, or as modifying or limiting the rights of the County under the foregoing covenants by Licensee not to assign without such consent. In any event, no such assignment shall relieve Licensee of their obligations hereunder.

11. All applicable laws, regulations and ordinances of the State of Florida and Sumter County shall apply and be considered in the approval, acceptance and ongoing responsibilities of this Agreement, which shall be governed by the laws of the State of Florida both as to intention and performance. This shall include the requirement Licensee warrant that any contractors providing labor, services, or materials for the improvement of subject property obtain a sufficient surety bond(s). The venue for any action arising from the use approval or subsequent performance shall lie solely and exclusively in the Circuit Court of Sumter County, Florida.

12. Licensee acknowledges that this Agreement is non-exclusive, and further understands that County may grant licenses for use of the Subject Property to other individuals or entities.

IN WITNESS WHEREOF, this Agreement is executed by the authorized representatives of the County and Licensee on the day and year first written herein.

ATTEST

SUMTER COUNTY, FLORIDA

Attest _____
 Clerk of Circuit Court

By _____
 Garry Breedon, Chairman

Licensee

Witness _____

By _____

Approved as to Form for the Reliance of the
 Sumter County Only.

 County Attorney

