

RESOLUTION R-02-195

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, AUTHORIZING A LICENSE AGREEMENT WITH MISS MANATEE SOFTBALL, INC.

WHEREAS, Chapter 125.38, Florida Statutes, provides that a county may lease or convey real and personal property owned by the county to the United States or any department or agency thereof, the State or any political subdivision or agency thereof, or any municipality of the State, or corporation or other organization not-for-profit which may be organized for the purpose of promoting community interest and welfare, at such price, whether nominal or otherwise, as the Board may fix; and

WHEREAS, the County owns and operates Lakewood Ranch Park; and

WHEREAS, Miss Manatee Softball, Inc., a Florida not-for-profit corporation (hereinafter "Club"), has applied to the County for a license of a portion of Lakewood Ranch Park for the construction and operation of a combination building, which will include an office, a storage room, refreshment/concession facilities, public restrooms, and a press box; and

WHEREAS, the Board is satisfied that the real property referred to in this Resolution is required for the uses cited above and is not needed for other County purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, THAT:

1. A license of a portion of the property in accordance with the license attached hereto as Exhibit "A" (hereinafter the "License") is hereby authorized.
2. The property to be licensed shall consist of the property described in Exhibit "A" that is a portion of County-owned property commonly known as Lakewood Ranch Park.
3. The license shall be for a term commencing when the license is signed by both parties and terminating on January 1, 2014, but may continue thereafter unless terminated as provided in the license. No rent shall be charged and the consideration is the community interest to be served by licensee.
4. The Chairman of the Board of County Commissioners is hereby authorized to sign a license agreement substantially in accordance with the license agreement attached hereto upon receipt of signed originals from licensee. The County Administrator is authorized to take such actions as may be required to implement the terms and conditions of the license.

ADOPTED with a quorum present and voting this 6th day of August, 2002.

ATTEST: R.B. SHORE
Clerk of the Circuit Court



BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

By: Susan Blomire
Deputy Clerk

By: Quay Stein
Chairman

**LICENSE AGREEMENT BETWEEN
MISS MANATEE SOFTBALL, INC.
AND
MANATEE COUNTY**

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**LICENSE AGREEMENT BETWEEN
MISS MANATEE SOFTBALL, INC.
AND
MANATEE COUNTY**

This is a License granted by MANATEE COUNTY, a political subdivision of the State of Florida (hereinafter "COUNTY"), whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, to MISS MANATEE SOFTBALL, INC. (hereinafter "LICENSEE"), a Florida not-for-profit corporation whose mailing address is 1900 Main Street, Suite 301, Sarasota, Florida 34236.

NOW, THEREFORE, it is agreed as follows:

1. THE PROPERTY. COUNTY hereby grants unto LICENSEE and LICENSEE hereby accepts from COUNTY this License of certain unimproved real property located in the County of Manatee, State of Florida, as generally depicted on Exhibit "A" attached hereto (hereinafter the "PROPERTY"), subject to the terms, conditions, restrictions and limitations of record and set forth herein.

It is understood and it is a condition of the granting of this License that LICENSEE's interest in the PROPERTY is, and shall at all times during the period of this License be limited to the use of the PROPERTY for the purpose as set forth in Section 2 below, and LICENSEE has not and shall not be considered as having any right in or to the PROPERTY or any other interest of any kind or nature therein.

2. USE. LICENSEE shall use the PROPERTY for the purpose of developing and building a combination building that will include public restrooms, concession services, storage area and press box substantially in accordance with the plans shown on Exhibit B, and upon issuance of a final Certificate of Occupancy for the operation of LICENSEE's program specifically described in Exhibit C attached hereto (hereinafter the "PROGRAM") and for no other purpose.

3. TERM. The term of this License shall commence upon execution hereof by COUNTY and shall terminate on the 1st day of January, 2014 at 11:59 p.m., unless earlier terminated as provided herein. LICENSEE may continue operating under this License after the expiration of the above term unless COUNTY provides LICENSEE with written notice of termination at least 180 days in advance.

4. RENT. No rent shall be charged. The consideration for this agreement is the community interest to be served by LICENSEE.

Additionally, LICENSEE shall pay, as and when due and payable, all taxes, assessments or other charges that may be imposed by the State of Florida or any agency thereof against the PROPERTY or any part thereof or with respect to this License and the operation and conduct of the PROGRAM.

5. IMPROVEMENTS AND SITE PLAN. LICENSEE accepts the PROPERTY as is, excluding any pre-existing environmental damage. LICENSEE shall be solely responsible for repairing, improving and maintaining the PROPERTY and assumes all risks arising out of the condition of the PROPERTY. LICENSEE is granted the right to build a building as shown on Exhibit " B" ("The Improvements" or "LICENSEE's Improvements"). LICENSEE's improvements shall be completed and a Certificate of Occupancy issued on or before the 1st day of January, 2004. LICENSEE shall be solely responsible for acquiring all equipment and fixtures required for LICENSEE's PROGRAM.

6. CONSTRUCTION PLANS: PRIOR APPROVAL. LICENSEE shall not commence any construction on the PROPERTY until such time as written approval of and consent to the final plans and specifications has been given by the Director. If the Director fails to provide this response within the requisite time, LICENSEE may proceed with the construction. In the event LICENSEE should wish to substantially amend or change the plans or specifications subsequent to its receipt of the Director's written approval, LICENSEE shall obtain from the Director written consent to and approval of such modifications or changes to previously submitted plans and specifications. The Director's response shall be provided within thirty (30) days unless the Director determines that the changes must be approved by the Board. If the Director either fails to provide the response or advise LICENSEE that the changes must be considered by the Board within thirty (30) days, the LICENSEE may proceed with the proposed construction or changes.

7. CONTRACTS AND PERFORMANCE AND PAYMENT BONDS REQUIRED. Prior to the commencement of any construction or work on the PROPERTY, Director may require that LICENSEE provide COUNTY with copies of all contracts for the construction of any buildings, structures, facilities or improvements. The Director may require LICENSEE to furnish payment and performance bonds securing the completion of the improvements and the satisfaction of all obligations arising therefrom, in such form and in such amounts and with sureties as may be agreeable to the Director. The premium or premiums for such bonds shall be paid by LICENSEE or LICENSEE's contractor. If bonds are required, LICENSEE shall deliver or cause to be delivered the required bonds to the Director not later than the date on which construction shall begin. The Director shall issue a written notice of approval only after receipt of satisfactory bonds. The bonds shall specifically name the COUNTY as an additional beneficiary of the obligation or obligations secured thereunder. The Director, after consulting with the County Administrator, is authorized to waive the requirements of this section if the Director is satisfied that bonds are not otherwise required by law and LICENSEE has made satisfactory arrangements to pay all costs and expenses that may be incurred. LICENSEE may appeal Director's decision to the Board of County Commissioners.

8. COMPLIANCE WITH APPLICABLE LAWS. LICENSEE hereby covenants and agrees that all plans and specifications proposed by it and the work and installations required thereby shall conform to all applicable laws, rules, regulations, codes and ordinances. Further, upon completion of any structures, buildings or other improvements or facilities, LICENSEE shall cause COUNTY

to be provided with a certification to be executed by an authorized representative of LICENSEE and the contractors for LICENSEE certifying the following:

- a. The construction of the buildings, structures or other improvements to or on the PROPERTY have been completed in conformance with the plans and specifications therefor and with all applicable laws, codes and ordinances of governmental authorities, and that an appropriate Certificate of Occupancy or any other certificate that may be required for the PROPERTY and for each structure or building thereon has been issued;
- b. All contractors, subcontractors, materialmen, suppliers, engineers, architects and other persons, whose names and addresses shall be stated, who have rendered or furnished services or materials have been paid in full; and
- c. That there is no outstanding indebtedness known to LICENSEE to be due and payable for work, labor, services or materials in connection with the construction of or repair of any buildings, structures or other improvements on or modifications to the PROPERTY, which might be or become the basis of a vendor's, mechanic's, laborer's or materialman's statutory or other similar lien or claim.

9. ASSURANCES OF COUNTY. COUNTY covenants and agrees to cooperate with LICENSEE in the efforts of LICENSEE to obtain all approvals, building and other permits or licenses which are or shall be required in order to build, develop and use the PROPERTY in accordance with the terms and limitations of this License. In addition, COUNTY agrees to join with LICENSEE to the extent necessary in applications for zoning and land use approvals and building permits, and the Director is authorized to sign documents required for approvals and permits on behalf of the COUNTY.

10. UTILITIES AND SERVICES. LICENSEE shall furnish and have installed services for electricity, water, and sewer but all services shall be in the name of the COUNTY. LICENSEE shall reimburse COUNTY for a reasonable approximation of the periodic charges for such services based upon LICENSEE's proportionate share of the use or, at the COUNTY's election, pursuant to such charges as are established by the Board of County Commissioners and applied to similarly situated organizations. LICENSEE shall contract for all other utilities services in LICENSEE's name and pay all deposits and use charges as they become due. Other utilities services shall include, without limitation, telephone, gas, cable TV, security systems and the like.

11. RIGHT OF ENTRY. COUNTY reserves the right and LICENSEE shall permit COUNTY, its agents or employees, to have access to and enter the PROPERTY to inspect the PROPERTY to assure its proper care and maintenance and for any other purpose reasonably connected with COUNTY's ownership of the PROPERTY and COUNTY's interest in the PROGRAM and to determine the necessity for LICENSEE's performance of any work or replacement, restoration or repair of any improvement on the PROPERTY required to maintain compliance with applicable

codes and rules. COUNTY may enter the PROPERTY at any time the COUNTY reasonably believes an emergency exists upon the PROPERTY or in relation to the PROGRAM and shall, as soon as reasonably possible, notify LICENSEE.

COUNTY shall have the right to enter upon the PROPERTY to inspect the PROPERTY at any time during construction. Except as otherwise herein provided, COUNTY may inspect the PROPERTY in the presence of LICENSEE to ascertain the condition of the PROPERTY and the LICENSEE's care, use and maintenance thereof and compliance with the terms and conditions of this License, and LICENSEE may require up to five (5) days notice before such an inspection.

12. DELEGATION OF AUTHORITY. COUNTY hereby appoints and authorizes LICENSEE to act as COUNTY's agent with limited authority to make application for all necessary zoning and land use approvals and building permits necessary to commence and complete the necessary installations, alterations and improvements to or upon the PROPERTY in accordance with the final site plan and such other plans as may be approved pursuant to Paragraphs 5 and 6.

13. OWNERSHIP OF IMPROVEMENTS AND PERSONAL PROPERTY. Upon issuance of a Certificate of Occupancy, all right, title and interest in the improvements shall vest in the COUNTY. Any personal property on the PROPERTY at any time belonging to LICENSEE shall be there at the sole risk of LICENSEE and shall remain the property of LICENSEE except as provided in the next sentence. Any personal property remaining on the PROPERTY after expiration or termination of this License shall be retained by COUNTY or, at COUNTY's option, removed and disposed of with the cost for such removal and disposition borne by LICENSEE.

14. MECHANIC'S LIENS. In the event any mechanic's lien or other labor or material liens are filed against the PROPERTY or any portion thereof as a result of or in connection with LICENSEE's causing to be constructed or installed any building, improvement or facility or work performed on the PROPERTY by or at the request of LICENSEE, LICENSEE shall cause each and all such liens to be discharged by payment, bond or otherwise within thirty (30) days after LICENSEE has received notice thereof from COUNTY, and in the event LICENSEE fails to do so, COUNTY may, at its option, obtain the discharge thereof and LICENSEE agrees to indemnify and hold harmless COUNTY from and against any and all costs or expenses in connection therewith and to reimburse COUNTY for such costs and expenses on demand, including attorney fees.

15. MAINTENANCE OF PROPERTY. LICENSEE shall keep every part and portion of the LICENSEE's Improvement in good repair and in a neat, orderly, clean, safe and healthful condition in compliance with all codes and laws. LICENSEE will also observe and comply with all requirements, regulations and governmental directions with respect to environmental protection of the PROPERTY. To the extent money is budgeted or appropriated by COUNTY, COUNTY shall maintain the restrooms to be installed by LICENSEE and LICENSEE shall have no obligation to maintain the restrooms.

16. RISK OF LOSS. COUNTY shall not be responsible for damage to or loss of any building or portion thereof, structure, facility, personal property, fixtures, furniture or equipment caused by or resulting from fire, flood or any other casualty or any cause. LICENSEE may keep the buildings, improvements, facilities and structures and all personal property thereon insured against loss or damage with any proceeds being solely for the benefit of LICENSEE.

17. EFFECTS OF PARTIAL OR TOTAL DESTRUCTION. If the PROPERTY or any building or structure thereon is damaged by fire, flood or other casualty, LICENSEE, in its sole discretion, may undertake and complete the repair or restoration of the Improvements thereon at its sole expense, including use of all insurance proceeds. [COUNTY may require LICENSEE to deposit an amount equal to COUNTY's estimated costs of removing any derelict structure and restoring the PROPERTY to the condition required by Section 24 of this License.]

18. COVENANTS OF LICENSEE. As consideration for this License, LICENSEE covenants and agrees to:

- a. Implement and continue to operate and maintain the PROGRAM substantially in accordance with Exhibit "C."
- b. Abide by LICENSEE's charter and by-laws which have been submitted to and are on file with the County's Parks & Recreation Department. Additionally, LICENSEE covenants and agrees that LICENSEE shall not enter into or execute any contract, nor shall LICENSEE use in its operation and conduct of the PROGRAM any contribution, gift or donation, inter vivos or testamentary, that by its terms shall be inconsistent or in conflict with the limitations, terms and conditions of this License.
- c. Maintain records, accounts, property records and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY, to assure proper use of the PROPERTY and compliance with the provisions of this License, and make such books and records available to COUNTY for inspection and audit. Upon completion of the Improvements, and at least every other year thereafter, LICENSEE shall submit a financial statement and letter which, as a minimum, will include: a review of LICENSEE's books and records, including canceled checks, invoices and budgets. COUNTY reserves the right to require that such letter be provided by an independent certified accountant. COUNTY reserves the right to require LICENSEE to submit an audit by an independent certified accountant. The submission of the documents required hereunder shall serve as LICENSEE's certification and representation that the information contained therein is true and correct. COUNTY reserves the right to require audits instead of financial statements.
- d. The performance of this License and construction of improvements shall be in compliance with all applicable laws, orders and codes of Federal, State and local governments and the Americans with Disabilities Act. LICENSEE covenants and

agrees that no person shall, on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs, be excluded from participation in or denied the benefits of employment by LICENSEE, or be subjected to discrimination under any program or activity on the PROPERTY.

- e. LICENSEE shall submit to COUNTY by March 1 of each year a list of LICENSEE's Board of Directors. LICENSEE agrees that paid staff shall not be a voting or elected member of LICENSEE's Board of Directors.
- f. LICENSEE shall not sublet or assign its rights under this License; however, this provision shall not be construed in a manner which would prohibit LICENSEE from contracting with third parties for use of the buildings as provided in Exhibit "C."
- g. LICENSEE has first priority for use of the PROPERTY. The COUNTY will have second priority for the use of the PROPERTY. Planning and scheduling the use of the PROPERTY shall be in accordance with the applicable provisions of Exhibit "B."
- h. LICENSEE shall maintain recognition in the State of Florida and with the United States Department of Treasury, Internal Revenue Service as a Tax Exempt Organization through the term of this License.

19. TERMINATION. LICENSEE's rights under this License shall terminate:

- a. Upon LICENSEE's failure to complete construction of the buildings and commence operation and conduct of the PROGRAM as provided in Exhibit "B."
- b. As of the date established in written notice to COUNTY of LICENSEE's election to terminate this License.
- c. By COUNTY providing written notice of termination at least 180 days in advance and payment of the amount due under Section 27, should COUNTY, in its sole discretion, determine that the PROPERTY is necessary for other COUNTY purposes. Upon surrender of the PROPERTY, LICENSEE shall bring the PROPERTY into compliance with the provisions of Section 24.
- d. Immediately upon the occurrence of any event of default by LICENSEE. If this License is terminated for default, COUNTY shall not be required or responsible for reimbursing LICENSEE for any costs of or value associated with the facilities and improvements constructed or installed upon the PROPERTY.

20. DEFAULT BY LICENSEE. Each of the following shall be deemed to be an "event of default" by LICENSEE under this License:

- a. LICENSEE's failure to comply with any term, provision, agreement or covenant of this License on its part to be complied with, performed or observed, if such failure shall continue for more than thirty (30) days after written notice thereof to LICENSEE, or if such failure cannot reasonably be cured within said thirty (30) days and LICENSEE shall not have commenced to cure such failure within such thirty (30) days or shall not thereafter, with reasonable diligence and good faith, proceed to cure such failure.
- b. LICENSEE's failure to fulfill the PROGRAM within the time provided herein or at any time during the term of this License. As used herein, the term "fulfill" means LICENSEE's constructing, installing, using, operating and maintaining the facilities, installations and improvements in, to and on the PROPERTY as provided in Section 19.a. and to thereafter operate and use the building in accordance with the PROGRAM.
- c. LICENSEE shall do, or permit to be done, anything which creates a lien upon the PROPERTY and such lien is not discharged or, within ninety (90) days after LICENSEE receives written notice of such lien being imposed against the PROPERTY, addressed by LICENSEE in a manner provided in Section 20. a. hereof.
- d. In the event that at the time of commencement of the term of this License or at any time thereafter and until the termination thereof, a petition in bankruptcy shall be filed by or against the LICENSEE [unless the petition is vacated or dismissed within sixty (60) days of such filing], or the LICENSEE shall be declared bankrupt or insolvent, or a receiver or trustee shall be appointed to take charge of LICENSEE's affairs or property, or LICENSEE shall make an assignment for the benefit of creditors.
- e. In the event an attachment at law against the goods, property or chattels of the LICENSEE is issued and any such levy is not vacated or dissolved or the attached property restored to the LICENSEE by the giving or posting of a bond with surety within thirty (30) days after such attachment.
- f. LICENSEE shall, at any time during the term of this License, fail to comply with, observe and meet the terms and conditions required under any state or federal law, rule or regulation to maintain a not-for-profit tax exempt status or causes or permits any use or activity on the PROPERTY that serves as the basis for the imposition of ad valorem or intangible personal property taxes.

21. COUNTY'S REMEDIES. Upon the occurrence of any event of default, COUNTY shall have the right, at COUNTY's election, to pursue, in addition to and cumulative of any other rights COUNTY may have, at law or in equity, any one or more of the following remedies:

- a. COUNTY may cancel and terminate this License and discontinue or terminate or cause to be discontinued or terminated LICENSEE's use of the PROPERTY and any building, structure, improvement or facility thereon.
- b. COUNTY may enter the PROPERTY and do or cause to be done whatever LICENSEE is obligated to do under the terms of this License and LICENSEE shall reimburse COUNTY on demand for any expenses which COUNTY may incur in effectuating compliance with or performance of LICENSEE's obligations under this License; and COUNTY shall not be liable for damages resulting to LICENSEE from such action.
- c. COUNTY may grant a license to any entity to use the PROPERTY and the facilities thereon for the purpose herein provided or use the PROPERTY and such facilities for such purposes as COUNTY deems to be in the COUNTY's best interest, or may demolish and remove any buildings, structures or improvements placed upon the PROPERTY by LICENSEE and restore the PROPERTY to the condition existing prior to granting this License, and LICENSEE shall reimburse COUNTY on demand for any expenses which COUNTY may incur in so restoring the PROPERTY.

22. EMINENT DOMAIN. If any portion of the PROPERTY shall be appropriated, condemned, taken or otherwise acquired pursuant to or under the power of eminent domain, condemnation or similar power or proceedings, this License shall terminate as to such portion of the real PROPERTY so taken on the date legal title shall vest in the appropriator or condemner. All compensation awarded or paid from such a total or partial taking shall belong to and be the property of COUNTY without participation by LICENSEE and without any deduction therefrom for any present or future intent or right of LICENSEE in and to the use of the PROPERTY. Any such appropriation or condemnation procedure shall not operate as or be deemed an impediment, curtailment or interference with LICENSEE's use of the PROPERTY under this License, provided that LICENSEE, notwithstanding such appropriation, shall be able to operate and conduct the PROGRAM on a reduced scale. Nothing herein shall prevent LICENSEE from asserting its claim as to the loss of value of any buildings, structures, facilities or improvements on the PROPERTY constructed thereon by LICENSEE.

23. LICENSEE'S ACCESS TO AND USE OF THE PROPERTY. COUNTY agrees that if LICENSEE shall perform all of the covenants and agreements herein stipulated to be performed on LICENSEE's part, LICENSEE shall, at all times during the terms of this License, be entitled to the use of the PROPERTY as herein provided without interference or hindrance from COUNTY or any persons, and LICENSEE shall have access to the PROPERTY at all times during the day and night.

24. SURRENDER OF THE PROPERTY. LICENSEE agrees to deliver up, cease and surrender to COUNTY the PROPERTY upon the expiration or earlier termination of this License, and the PROPERTY shall be in a neat, clean and orderly condition and LICENSEE's improvements and alterations shall be in compliance with all applicable laws, rules, codes, ordinances and regulations.

25. HOLDING OVER. If LICENSEE shall continue to use or remain on the PROPERTY or any part thereof after the expiration of the term or after earlier termination of this License as provided herein, then LICENSEE shall be deemed liable for all damages for or resulting from such use of the PROPERTY or any part thereof. COUNTY shall have the right to invoke, take or institute any and all steps or actions as may evidence termination of LICENSEE's use of the PROPERTY as granted by virtue of this License, and COUNTY shall have the right to take any and all steps or actions to remove LICENSEE and any of LICENSEE's employees, agents, members or guests from the PROPERTY.

26. ATTORNEY FEES. In the event of litigation regarding this License or the parties' respective obligations hereunder, the prevailing party will be entitled to such collection and court costs incurred by it and attorney fees as the court shall deem just and equitable, including such reasonable fees incurred in the enforcement of the terms of the defense or interpretation of this License, whether such fees and costs be incurred at trial, on appeal or in any bankruptcy proceedings.

27. LICENSEE COMPENSATION ON EARLY TERMINATION. For the purpose of determining the compensation due to LICENSEE at the time of the termination of this License as provided under Section 19.c., the actual costs, including the value of donated goods and services furnished to LICENSEE for improvements, but not exceeding \$100,000.00 or such amount as approved in writing by the Board of County Commissioners, shall be divided by the 10-year term. The quotient times the number of years or any portion of a year remaining in the initial term as of the date of termination shall be payable by COUNTY to LICENSEE as reimbursement for actual costs associated with the replacement of the building or to reimburse any gift or grant to LICENSEE. The value of any donated goods and services shall be limited to the value approved in writing by the COUNTY.

28. INDEMNIFICATION. LICENSEE shall indemnify, keep and save harmless the COUNTY, its agents, officials and employees, against all claims, suits, actions or proceedings for injuries, deaths, losses, damages, patent claims, liabilities, judgments, costs and expenses which may accrue or be asserted against COUNTY arising out of LICENSEE's activities on the PROPERTY and LICENSEE's performance of, or its failure to perform the PROGRAM referenced in this License, or the use of the PROPERTY by LICENSEE whether or not contemplated under the terms of this License, whether caused through negligent or intentional acts or omission of LICENSEE or its employees, or of the subcontractors or its employees, if any, or the agents of LICENSEE. LICENSEE shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against COUNTY in any such action, the LICENSEE shall, at its own expense, satisfy and discharge the same. LICENSEE expressly understands and agrees that any performance bond or insurance protection required by this License or otherwise provided by or on behalf of LICENSEE shall in no way limit LICENSEE's responsibility to indemnify, keep and save harmless and defend the COUNTY as provided herein. LICENSEE's obligation and agreement to indemnify, save and hold harmless the COUNTY and

those operating under LICENSEE's explicit direction does not include any negligent or intentional act of the COUNTY or any of its officials, agents or employees as aforesaid.

The indemnity hereunder shall continue until such time as any and all claims arising out of LICENSEE's performance or failure to perform under the terms of this License and use of the PROPERTY by LICENSEE have been finally settled, regardless of when such claims may be made.

In the event that any action, suit or proceeding is brought against the COUNTY upon any liability arising out of this License, COUNTY at once shall give notice thereof in writing to LICENSEE by certified mail addressed to LICENSEE at the address contained herein. Upon receipt of notice, LICENSEE, at its own expense, may defend against such action and take all steps as may be necessary or proper to prevent a judgment against the COUNTY. Nothing in or under this License shall be deemed to affect the COUNTY's right to provide its own defense and recover from LICENSEE attorney fees and expenses associated with such representation or be deemed or construed in any way as a waiver or limitation of or upon the rights, privileges or immunity of the COUNTY as set forth in Section 768.28, Florida Statutes, or any successor provision addressing or relating to COUNTY's sovereign immunity. The indemnity provided by LICENSEE under this article shall not apply:

- a. To any settlement agreement entered into by COUNTY without the written consent of LICENSEE; and
- b. To any claim or expense of attorney or other professional fees incurred because of COUNTY's retaining separate counsel, in addition to counsel provided by LICENSEE, provided that COUNTY has approved counsel provided by LICENSEE.

29. INSURANCE. LICENSEE shall procure and maintain such insurance in such amounts as may from time to time be required by COUNTY in order to secure the indemnification of COUNTY to be furnished herein, provided such insurance coverage is available. Requirements for insurance coverage may also be established in a manner consistent with the policies adopted by the Board of County Commissioners applicable to similarly situated agencies in amounts deemed necessary to afford reasonable protection to the public.

Certificates of Insurance, naming Manatee County, a political subdivision of the State of Florida, as an additional insured and evidencing the insurance coverage required by the COUNTY's Risk Manager, shall be filed with the COUNTY before LICENSEE shall enter upon or use the PROPERTY and at such times as may reasonably be required by COUNTY's Risk Manager. The required certificate of insurance not only shall name the types of policies provided, but also shall refer specifically to this License. If the initial insurance expires prior to the expiration of this License, renewal certificates of insurance and required copies of policies shall be furnished to COUNTY within thirty (30) days prior to the respective dates of their expiration.

The parties acknowledge and agree that the insurance requirements of this License shall be based upon sound business principles and that LICENSEE may elect to carry greater amounts of insurance. The naming of the COUNTY as an additional insured shall in no event be deemed or construed as a waiver of or limitation of the COUNTY's rights of sovereign immunity.

30. NOTICES AND REPRESENTATIVES. Every notice, demand, payment, request or other communication hereunder shall be deemed to have been given or served at the time that the same shall be deposited in the United States mail, postage prepaid, addressed to LICENSEE or COUNTY, signed by their recognized representatives respectively and addressed as provided below until either party provides written notice of a different representative or address. Notwithstanding any other notice requirement, any notice of default or termination shall be sent by certified mail, return receipt requested, to the other party at the address given below:

If to COUNTY: Chairman
Board of County Commissioners of Manatee County
Post Office Box 1000
Bradenton, Florida 34206

Copy to: Manatee County
ATTENTION: Director
Parks & Recreation Department
Post Office Box 1000
Bradenton, Florida 34206

If to LICENSEE: Kurt Jensen, President
Miss Manatee Softball, Inc.
1900 Main Street, Suite 301
Sarasota, Florida 34236

COUNTY designates the Director as its representative and Director, as used herein, means the Director of the Parks and Recreation Department or such different representative as may be designated by the Manatee County Administrator. LICENSEE's designated representative is Kurt Jensen. Either party may change its representative or address by providing written notice to the other party.

31. NO IMPLIED WAIVER. The failure of either party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this License shall not be construed as a waiver or the relinquishment thereof for the future.

32. APPLICABLE LAW AND CONSTRUCTION. This License shall be governed and construed in accordance with the applicable laws of the State of Florida. The invalidity or unenforceability of any provision of this License shall not effect or impair any other provision. The

captions and section numbers appearing in this License are inserted only as a matter of convenience and in no way define, limit or describe the scope or intent of such sections of this License.

33. ENTIRE AGREEMENT AND PROVISIONS BINDING. This License and any attached or incorporated items or exhibits set forth all of the covenants, promises, agreements, conditions and understandings between the parties concerning this License, and there are no covenants, promises agreements or understandings, either oral or written, between them other than as herein set forth. No subsequent alterations, amendments, changes or additions to this License shall be binding upon the parties unless reduced to writing and signed by them. Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and enure to the benefit of the respective successors and assigns of the parties. Each agreement, term and provision of this License to be performed by the parties shall be construed to be both a covenant and a condition. This provision does not constitute a consent to the assignment of this License by LICENSEE, but as reference only to those instances in which COUNTY may have given written consent to a particular assignment; and LICENSEE shall have no right to assign, transfer or encumber this License except as specifically provided for in this License.

34. MUTUAL COOPERATION. Nothing herein shall require or prohibit COUNTY and LICENSEE from entering into additional agreements with respect to the licensed PROPERTY or permitting LICENSEE to use COUNTY's abutting property or additional support, assistance or programs of cooperation between the parties, provided that no such action or agreement, whether written or oral, shall alter or be deemed to alter this License unless reduced to writing signed by both parties and specifically stating that the instrument is an addendum to or a part of the License.

IN WITNESS WHEREOF, the COUNTY has caused this License to be duly executed on the date hereinbelow set forth.

WITNESSES:

MISS MANATEE SOFTBALL, INC.

Jimmie E. Brazz

By: Kurt W. Jensen

Wendy Chapot

Date of Execution: 8/28/02

ATTEST: R. B. SHORE
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

By: Susan P. Louie
Deputy Clerk

By: Andy Stein
Chairman

Date: 8/16/02

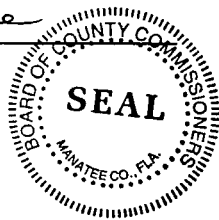


EXHIBIT C

LICENSEE'S PROGRAM

LICENSEE shall use the PROPERTY for the purpose of operating and maintaining a concession sales operation, storing softball league equipment and concession equipment and supplies, a press box and a league office, subject to the conditions and limitations in the License and the following limitations and restrictions:

1. By August 1 of each year, beginning August 1, 2003, LICENSEE shall submit to the COUNTY a program showing generally the contemplated activities for the COUNTY fiscal year (beginning October 1 and ending September 30) and a report in such detail and with such specificity as the COUNTY may reasonably require, detailing the operations, uses and activities for the preceding year, including those activities planned for the month of September.
2. To implement the provisions of Paragraph 18.g. related to the use of the press box, LICENSEE shall advise the Director of LICENSEE's schedule of events and activities for the upcoming year and ascertain COUNTY's needs to include in LICENSEE's program. LICENSEE's schedule shall be submitted prior to August 1 of each year. COUNTY's designee shall provide information on COUNTY's needs prior to September 1 of each year.
3. During the term of this License, LICENSEE shall have exclusive control over the storage area shown on Exhibit B. The storage area shall be used solely for the storage of equipment and supplies for the softball league and the concession area.
4. The restrooms shall be under the COUNTY's control and available and open to the general public as well as LICENSEE during normal hours of operation of the park.
5. The concession area shall be under the exclusive control of LICENSEE and LICENSEE shall provide concession sales during all softball events through its own members, agents, employees or contractors. LICENSEE shall also provide concession services when reasonably requested by COUNTY's Parks and Recreation Director for other COUNTY events.
6. LICENSEE shall include in its annual report a record of fees and charges imposed by LICENSEE for the use of its facilities during the prior year and such other fiscal and financial information as COUNTY may reasonably require to review and determine the appropriateness of such activities and uses on the PROPERTY.
7. In acknowledgment of the fact that the License is a license of public property in accordance with Section 125.38, Florida Statutes, and that the PROPERTY may only be used to serve and promote community interest and welfare, the Board of County Commissioners shall retain the authority to review the activities and uses from the prior year as well as the contemplated uses. LICENSEE shall not be held in default or violation of the provisions of

the License pertaining to LICENSEE's PROGRAM unless the Board of County Commissioners has in writing advised LICENSEE that in the Board's determination, based upon reasonable discretion, the activities and uses of a specific nature do not serve or promote the community interest and welfare and should be discontinued.

8. It is contemplated that consideration and determinations by the Board of County Commissioners with regard to the activities or uses of the PROPERTY shall be made at the time of reviewing the annual report; provided, however, nothing herein shall limit the Board of County Commissioners in furnishing such a determination when the Board becomes aware of inappropriate uses and activities.
9. Any use that is determined to be in violation of the provisions of Florida law that provide for exemption from ad valorem taxes, tangible personal property taxes, or that this License is subject to sales taxes shall be considered in violation of the requirements imposed upon LICENSEE in the operation of its PROGRAM.
10. The granting of the rights to use the PROPERTY or facilities to governmental and non-profit community groups pursuant to a fee schedule and license agreement for the activities of such community organizations serving the public interest and welfare shall not be considered a sublet or subleasing of the facility in violation of the terms of the License. Any fee schedule shall not exceed the cost to LICENSEE arising from such use and a reasonable assessment for a pro rata share of the costs for repairs and replacement of LICENSEE's facilities.
11. The PROPERTY and LICENSEE's PROGRAM shall be subject to the ordinances, policies and regulations of Manatee County pertaining to County parks, including Lakewood Ranch Park.
12. LICENSEE is expected to maximize use of the PROPERTY for the community benefit and COUNTY reserves the right to use the PROPERTY for COUNTY purposes when not in use for the primary purpose.
13. LICENSEE shall conduct its operations and activities in accordance with LICENSEE's charter and by-laws.

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