

**RESOLUTION R-03-187**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, AUTHORIZING A LICENSE AGREEMENT FOR CERTAIN COUNTY PROPERTY WITH THE MANATEE WILDCATS FOOTBALL, INC., FOR THE PURPOSES OF LOCATING A TEMPORARY STORAGE BUILDING AT G.T. BRAY PARK.**

**WHEREAS**, §125.38, Florida Statutes, provides that a county may lease or convey real or 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 a park commonly identified as G.T. Bray; and

**WHEREAS**, Manatee Wildcats Football operates a youth football league and has applied to the County for a license to locate a storage facility at G.T. Bray Park; and

**WHEREAS**, Manatee Wildcats Football is a not-for-profit organization which has been organized for the purpose of promoting recreational opportunities for youth; and

**WHEREAS**, the Board is satisfied that the real property referred to in this resolution is required for use for a storage facility in furtherance of the recreational activities of Manatee Wildcats Football 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 to use a portion of real property within the G.T. Bray Park football field is hereby authorized substantially in accordance with the form of license attached hereto.
2. The property to be licensed shall be approximately 12' x 50', together with a right of access to the licensed property (hereinafter the "Property").
3. The Property shall be used for storage of equipment required for Manatee Wildcats' athletic activities at G.T. Bray Park and for no other purpose.
4. The license shall be for a period one (1) year with a right to terminate with thirty (30) days notice at any time thereafter. The consideration for the license agreement is the recreational opportunities to be provided by Manatee Wildcats Football.

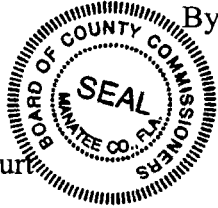
5. The County Administrator or his designee is hereby authorized to sign a license agreement substantially in accordance with the license agreement provided as Exhibit A and to take such actions as may be required to implement this resolution and any provisions contained within the license agreement and assign appropriate staff to implement the terms and conditions of the license.

ADOPTED with a quorum present and voting this 22<sup>nd</sup> day of July, 2003.

BOARD OF COUNTY COMMISSIONERS  
OF MANATEE COUNTY, FLORIDA

By: \_\_\_\_\_

Chairman



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

By: \_\_\_\_\_

Deputy Clerk

## EXHIBIT A

### LICENSE AGREEMENT STORAGE BUILDING MANATEE WILDCATS FOOTBALL

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 MANATEE WILDCATS FOOTBALL (hereinafter "Licensee"), a Florida not-for-profit corporation whose mailing address is Post Office Box 1663, Bradenton, Florida 34206.

1. Grant of License: County hereby grants unto Licensee the right to use County-owned real property within G.T. Bray Park located in the vicinity of the football fields at such specific location and pursuant to the final plans, including color and materials, as approved by the Manatee County Parks and Recreation Department Director. The property shall consist of a 12' x 50' site for the location of a storage building along with a right of access to the licensed property (hereinafter the "Property").

2. Use: The property shall be used solely for the storage of equipment required for Wildcats athletic activities at G.T. Bray Park and for no other purpose.

3. Term: This license shall be for a period of one (1) year, and may continue on thereafter provided that County may terminate the license at any time with at least thirty (30) days written notice in advance of the date of termination.

4. Liability and Risk of Loss: Licensee shall be solely responsible for any risk of loss to Licensee's storage facility and personal property stored thereon. Licensee shall indemnify, keep, and save harmless the County, its agents, officials, and employees against all claims, suits, actions, or proceedings arising from injuries, deaths, losses, or damages, and all costs and expenses which may accrue or be asserted against County arising out of Licensee's activities and use of County's Property pursuant to this license, including reasonable attorney's fees.

5. Licensee's Duties: Licensee shall be solely responsible for all costs and expenses associated with the construction or installation of Licensee's storage facility and maintenance of the storage facility, and shall obtain all permits and comply with all applicable laws, rules, regulations, codes, and ordinances related thereto, including but not limited to any site plan approvals and building permits. Licensee shall be solely responsible for any and all utility services furnished to the Property, including installation costs and the cost of any service and any deposits and use charges as they become due.

6. Termination: Licensee may terminate this license agreement at any time by providing notice to County. Upon termination by Licensee or as otherwise provided for herein, Licensee shall remove all improvements from the Property and restore the Property to the condition existing prior to this license agreement within thirty (30) days. If Licensee fails to remove the storage facility within the thirty (30) day period, County may elect to keep the



IN WITNESS WHEREOF, the parties have caused this license agreement to be executed the day and year indicated below.

WITNESSES

\_\_\_\_\_  
\_\_\_\_\_

COUNTY

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESSES

\_\_\_\_\_  
\_\_\_\_\_

MANATEE WILDCATS FOOTBALL, INC

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_