

LICENSE AGREEMENT

Between

ORANGE COUNTY, FLORIDA ("County")

and

SAUER CONSTRUCTION, LLC ("Licensee")

This License Agreement ("Agreement") is made and entered into as of the last date signed below, ("Effective Date") by and between ORANGE COUNTY, FLORIDA a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 (hereinafter referred to as the "County"), and SAUER CONSTRUCTION, LLC a Florida limited liability Company ("Licensee"), whose address is 6621 Southpoint Dr. N., Ste. 200, Jacksonville, FL 32216.

RECITALS

- A. The County holds an undivided interest in the property identified by Parcel Identification Number 09-23-29-8620-00-000, located at 2400 33rd Street, Orlando, Florida 32839 (the "County Property").
- B. Licensee desires to use the portion of the Property more particularly described on (Exhibit "A") attached to this License (collectively, the "Parcel"). Specifically, Licensee desires to use Orange County's double-wide trailer (the "Licensed premises"), located on the Property, as a temporary office during the F Building construction project at the Orange County Corrections Facility.
- C. Licensee shall be responsible for the following: any and all damage to the double-wide trailer (licensed premises), excluding normal wear and tear; protecting and securing the double-wide trailer, related equipment and surrounding areas during times of environmental conditions such as a hurricane, tropical storm, etc...; securing proper insurance as the County will not be liable for any damage or loss to the Licensee's equipment or bodily injury to its employees.

NOW THEREFORE, in consideration of use of the County Property, and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1) Recitals. The above referenced recitals are true and correct and hereby incorporated into this Agreement.
- 2) Term. The Term of this Agreement shall commence on the Effective Date and shall have an initial term of two (2) years, or until the project is completed if shorter. This

Agreement may be renewed for additional one-year periods or less, as needed to bring the project to completion, upon mutual written consent of the County and Licensee.

3) Utilities. The Licensee shall be responsible for all utility services associated with the licensed premises during the term of this Agreement. The Licensee agrees to promptly arrange for all utilities, including but not limited to electricity, water, gas, and waste disposal, to be transferred into the Licensee's name and to bear all costs associated therewith. The Licensee shall ensure that all utility accounts remain active and in good standing throughout the duration of this Agreement.

4) Property Maintenance. The Licensee shall be exclusively responsible for the maintenance, repair, and upkeep of the licensed premises during the term of this Agreement. This includes, but is not limited to, ensuring the premises are kept in good condition, performing repairs, maintaining landscaping, and ensuring general cleanliness. The Licensee shall promptly address any issues requiring attention. If the Licensee fails to fulfill these obligations within 30 days of receiving written notice, the Licenser may, at its discretion, undertake the necessary maintenance or repairs, and the Licensee shall be liable for all associated costs.

5) Use. During the Term of this Agreement, Licensee shall have the non-exclusive right of access over and through the County Property for an office trailer for the Licensee's employees, agents and invitees only. The County will be provided with access to these areas at any time by way of Licensee providing a copy of the key, lockbox code, etc...Licensee accepts the property as-is and entirely at their own risk and expense and must return the property in accordance with the provisions in clause number 7 of this Agreement. There is no fee for the Licensee's use of the County Property during the Term. Licensee shall observe and comply with all applicable Federal, State, and local rules, orders, laws and regulations pertaining to the use of the County Property.

6) Possession. Licensee shall have, hold, and enjoy non-exclusive use of the County Property and all rights granted by the County under this Agreement. The County reserves the right to use the County Property for all other purposes. Upon termination of the Term of this Agreement, Licensee agrees to cease use of the County Property, and the County will retain all property located on the County Property other than the trailer which will be demolished or removed pursuant to this Agreement. This Agreement does not convey any easement or other property rights to the Licensee but merely grants a permissive license for access during the Term of this Agreement.

7) Upon termination or expiration of this Agreement, the Licensee shall be responsible for demolishing or removing the licensed premises (double-wide trailer), removing all debris, and restoring the property area to a clean and orderly condition. All demolition, removal, and cleanup activities must comply with applicable laws, regulations, and standards, and shall be completed no later than two months after project completion. Failure to fulfill these obligations may result in the Licenser undertaking the necessary actions at the Licensee's expense.

8) Indemnification. Each party agrees to indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. The County's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or Licensees.

9) Insurance. Licensee shall procure and maintain, for the duration of this Agreement, insurance of the types and limits specified below. Insurance carriers furnishing these coverages must be authorized to do business in the State of Florida, and must possess a minimum, current rating of A-Class VIII in the most recent edition of "Best's Key Rating Guide."

- a. Workers' Compensation - covering its employees with statutory workers' compensation limits, and no less than \$500,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County and its agents, employees and officials.
- b. Commercial General Liability - covering all operations including, but not limited to, Contractual, Products and Completed Operations and Personal Injury. The limits shall be not less than \$1,000,000.00 per occurrence and an aggregate limit of at least \$2,000,000.00. The County shall be specifically named as an additional insured on all liability policies.
- c. Business Automobile Liability - covering all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00 per occurrence, Combined Single Limits (CSL) or its equivalent per occurrence.
- d. Pollution Legal Liability – Pollution Legal Liability with a limit of not less than one million dollars (\$1,000,000.00) per occurrence on a per-project basis.

Prior to entering upon the County Property, and during the duration of the Agreement, Licensee shall file with the County current certificates of all required insurance on forms acceptable to the County and thirty (30) days prior written notice of cancellation or reduction in coverage, except ten (10) days prior written notice is allowed for cancellation due to non-payment of premium. The certificates shall be accompanied by the additional insured and waiver of subrogation endorsements for each policy that applies.

Failure of the County to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of Licensee's obligation to maintain such insurance. It shall be the responsibility of Licensee to ensure that all its contractors maintain adequate insurance.

Failure of Licensee to maintain adequate insurance coverage for itself or for any other persons or entities for which it is responsible, or to ensure that its contractors maintain adequate coverage, shall not relieve Licensee of any contractual responsibility or obligation or liability

10) Hazardous Waste and Materials. Licensee, its employees, agents, licensees, vendors and suppliers shall not discharge any hazardous or toxic materials or waste on the County Property. Licensee shall indemnify, defend, and hold harmless the County from and against any claims including without limitation third party claims for personal injury or property damage, actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, taxes, assessments, liabilities, settlement amounts, interest or losses, including reasonable attorney's fees and expenses, consultant fees, expert fees, and all other costs and expenses of any kind or nature that arise directly or indirectly in connection with the release or threatened release of any hazardous substances by, through, or at the direction of Licensee, its employees, agents, vendors or suppliers, including but not limited to known contaminants in or into the air, soil, groundwater, surface water or improvements at, on, about, under or within the County Property, or any portion thereof, or elsewhere in connection with the transportation of hazardous substances to or from the County Property by, through, or at the direction of Licensee, its employees, agents, vendors or suppliers. Notwithstanding anything herein to the contrary, Licensee shall have no duty to indemnify, defend, and hold harmless the County from any preexisting hazardous or toxic materials or waste on the County property. Additionally, Licensee shall not be required to indemnify, defend or hold harmless the County from any claims resulting from the negligent or willful misconduct of the County, or its employees, other licensees, vendors, or other agents, or resulting from any environmental condition existing on the County Property or elsewhere which is not caused, disturbed or exacerbated by Licensee or its employees, agents, vendors or suppliers. The indemnification provisions contained herein shall survive the termination of this Agreement.

11) Default and Assignment. It is agreed between the parties hereto that if Licensee shall default and breach any other covenant or provision of this Agreement, then the County, after giving Licensee twenty (20) days prior written notice of such default and an opportunity to cure, may terminate this Agreement and thereafter the Licensee will cease use of the County Property. Neither party may assign its rights hereunder, or as hereinafter granted pursuant to the provisions hereof, in whole or in part, without the prior written consent of the other party.

12) Termination

- a. This Agreement may be terminated at any time by mutual written consent of both parties hereto.
- b. Either party may terminate this Agreement at any time by providing to the other party no less than thirty (30) days advance, written notice.

13) Attorneys' Fees. The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearing's, or in

administrative, bankruptcy, or reorganization proceedings.

14) Notices. Any notice or demand to be given or that may be given hereunder shall be in writing and shall be (i) delivered by hand, or (ii) delivered through United States mail, postage prepaid, certified, return receipt requested and U.S. First Class Mail; addressed to the parties at the address shown below. Any notice or demand that may be given hereunder shall be deemed complete (i) three (3) days after mailing of such notice or demand in the United States mail with proper postage affixed thereto, certified, return receipt requested and U.S. First Class Mail, or (ii) upon hand-delivery to the appropriate address as follows:

As to County: Orange County Administrator
P.O. Box 1393
Orlando, FL 32802-1393

With Copy to: Orange County
Real Estate Management
400 E. South Street
Orlando, FL 32801
(407) 836-7000

As to Licensee: Sauer Construction, LLC
6621 Southpoint Dr. N., Ste. 200
Jacksonville, FL 32216

15) Applicable Law. The laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement. The parties to this Agreement further agree that any and all litigation arising from the terms of this Agreement and the subject matter contained herein shall be filed and heard in a court of competent jurisdiction located in Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

Project: Sauer Constructions, LLC at Corrections Facility
Lease File: #10388

IN WITNESS WHEREOF, the County hereunto set their hands and seals as of the dates written below.

“COUNTY”

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: _____
Jerry L. Demings
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

Printed Name

Project: Sauer Constructions, LLC at Corrections Facility
Lease File: #10388

IN WITNESS WHEREOF, the parties hereto have signed and executed this License Agreement on the dates indicated below.

LICENSEE

SAUER CONSTRUCTION, LLC, a
Florida limited liability Company

BY: _____

President

Date: _____

4-30-25

EXHIBIT A

Location of the office trailer indicated below:

