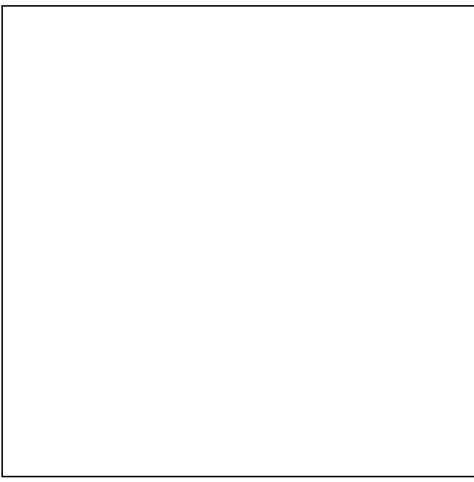


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PLANNING & DEVELOPMENT
Zoning and Intake
West Pasco Government Center
8731 Citizens Drive, Suite 230
New Port Richey, FL 34654



LICENSE AND MAINTENANCE AGREEMENT

THIS LICENSE AND MAINTENANCE AGREEMENT is made and entered by and between PASCO COUNTY, a political subdivision of the State of Florida, acting by and through its authorized Zoning Administrator, with an address of 37918 Meridian Avenue, Dade City, Florida 33525 hereinafter referred to as the "COUNTY," and DUPREE LAKES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 5385 N. Nob Hill Road, Sunrise, Florida 33351, hereinafter referred to as the "APPLICANT."

WITNESSETH:

WHEREAS, the APPLICANT states that it is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes that was organized for the purpose of maintaining common properties serving the residents of the Dupree Lakes Community Development District situated within Pasco County, Florida; and

WHEREAS, the APPLICANT desires to install and maintain signage, landscaping, irrigation or other facilities or structures within the COUNTY'S right-of-way as specifically depicted in Exhibit "A" hereto, and incident to such installation and maintenance, the COUNTY requires a license and maintenance agreement.

NOW, THEREFORE, in consideration of the foregoing premises and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this Agreement.

2. **GRANT OF LICENSE.** The COUNTY hereby grants and delivers to the APPLICANT a nonexclusive license to use those portions of the COUNTY'S right-of-way as depicted on Exhibit "A", which is attached hereto and incorporated herein by reference (herein "Subject Right-of-Way"), for the maintenance of the Subject Right-of-Way, and installation and maintenance of facilities or structures as specifically depicted on the attached Exhibit "A" (herein "Facilities") pursuant to the terms and covenants herein. Any material change, alteration, modification, or addition to the Facilities or Subject Right-of-Way as depicted on Exhibit "A" must have prior written approval by the COUNTY subject to its sole discretion.

3. **MAINTENANCE OF RIGHT-OF-WAY AND FACILITIES.**
The APPLICANT hereby agrees to maintain the Subject Right-of-Way and Facilities, excluding roadway pavement and curbing and those swale areas of the Subject Right-of-Way which are the responsibility of the residential landowner immediately adjacent to the Subject Right-of-Way, in a safe and clean condition during the term of this Agreement and shall trim any vegetation to avoid any clear-sight violation. This maintenance obligation described herein shall be the sole responsibility of the APPLICANT during the term of this Agreement. In no event shall any improvements placed by the APPLICANT block the visibility triangle of the intersections.

4. **INDEMNIFICATION.** The APPLICANT shall to the extent permitted by section 768.28, Florida Statutes, and other applicable law, indemnify, defend, and hold harmless the COUNTY and all of its agents and employees from any claim, loss, damage, costs, charge, or expense, including attorney's fees and costs, arising from or in connection with 1) any work or thing whatsoever done or any condition created in or about the COUNTY'S Right-of-Way for the Facilities as depicted on Exhibit "A" during

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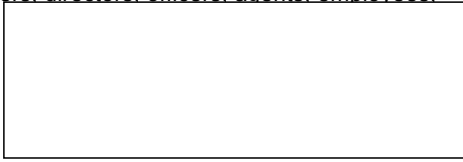
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the term of this Agreement; 2) any act, omission or negligence of the APPLICANT or any of the APPLICANT'S licensees or the partners, directors, officers, agents, employees.



invitees, or contractors of the APPLICANT or of the APPLICANT'S licensees; or 3) any accident, injury, or damage whatsoever occurring in or at the COUNTY'S Subject Right-of-Way as it relates to the Facilities as depicted on Exhibit "A". The APPLICANT hereby expressly indemnifies the COUNTY for the consequences of any negligent act or omission of the APPLICANT, its agents, servants, and employees, except that the APPLICANT will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the negligence of the COUNTY or any of its agents, servants, or employees.

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Both the COUNTY and the APPLICANT agree and covenant that nothing herein shall constitute or be construed as a waiver of the COUNTY'S or the APPLICANT'S sovereign immunity beyond any limited waiver provided pursuant to section 768.28, Florida Statutes.

The APPLICANT'S obligation to defend and indemnify shall not be excused because of the APPLICANT'S inability to evaluate liability or because the APPLICANT evaluates liability and determines the APPLICANT is not liable or determines the COUNTY is solely negligent. Only a final adjudication or judgment finding the COUNTY solely negligent shall excuse performance of this provision by the APPLICANT. If a judgment finding the COUNTY solely negligent is appealed and the finding of negligence is reversed, the APPLICANT will be obligated to indemnify the COUNTY for the cost of the appeal(s). The APPLICANT shall pay all costs and fees related to this obligation and its enforcement by the COUNTY.

This provision shall also pertain to any claims brought against the COUNTY by any employee of the APPLICANT, contractor, subcontractor, or anyone directly or indirectly employed by any of them. The APPLICANT'S obligation under this provision shall not be limited in any way by the APPLICANT'S limit of or lack of sufficient insurance protection. This section shall survive any termination of this Agreement.

5. SIGNS. Any Facilities that are signs, as signs are defined in the Pasco County Land Development Code, are required to have the appropriate County approval pursuant to Section 406.1 of the Pasco County Land Development Code, and all other applicable County ordinances, prior to any installation of any signs. The Applicant agrees to obtain such appropriate County approval prior to installing any Facilities that are signs. This Agreement is not intended in any way, and shall not be construed in any way, to grant any County approval for installation of signs without the prior County approval indicated in this Section, or vest any right in the Applicant to appropriate County approval of any sign.

6. RIGHT-OF-WAY USE PERMIT. The APPLICANT agrees to obtain a COUNTY Right-of-Way Use Permit prior to entering or performing any work in the Subject Right-of-Way, including the installation of the Facilities. Excluded from this requirement are landscape and irrigation maintenance, repair and replacements, changing of lightbulbs, and sidewalk maintenance, repair and replacement.

7. TERMINATION. The COUNTY or APPLICANT may terminate this Agreement in writing at any time and for any reason in whole, or from time to time, in part. Upon termination, the Applicant shall immediately cause the Facilities to be removed and restore the Subject Right-of-Way to the condition prior to installing such Facilities, and in no case later than thirty (30) days from the date of termination. This obligation by the APPLICANT shall survive any termination of this Agreement.

8. WAIVER OF CLAIMS. The APPLICANT hereby waives all claims against the COUNTY for loss or damage resulting from interference by a public agency, or official, or natural phenomena including, but not limited to, fire, water, tornado, hurricane, or other severe storms, or any commotion, riot, or criminal activity.

9. NOTICES. Whenever either party desires to give notice unto the other, written notice shall be sent via hand delivery, first class mail or overnight carrier to:

County:
Pasco County

Applicant:
Dupree Lakes CDD

ATTN: Planning & Development
8731 Citizens Drive, Suite 230
New Port Richey, FL 34654

Attn: District Manager
5385 N. Nob Hill Road
Sunrise, Florida 33351



All notices shall be effective upon receipt. Any party may change their representative to get notice or their address by giving notice in this manner without the need of formal amendment of this Agreement.

10. LIMITATION OF AGREEMENT. It is expressly stipulated that this Agreement is a license for permissive use only and that the use of the Subject Right-of-Way shall not operate to create or to vest any property right or interest in the APPLICANT.

11. PRIOR AGREEMENTS. This Agreement represents the entire License and Maintenance Agreement between the parties and supersedes and nullifies any and all prior agreements, negotiations or understandings, written or oral relating to the matters set forth herein. Prior Agreements, negotiations or understandings, if any, shall have no force or affect whatsoever on this Agreement.

12. ASSIGNMENT. No assignment, delegation, transfer or novation of this Agreement or any part hereof shall be made, except as outlined in Paragraph 17 below, unless approved in writing and signed by all parties to this Agreement.

13. SEVERABILITY. If any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state or local law or regulation, such part, term or provision shall be severable, with the remainder of this Agreement remaining valid and enforceable.

14. MODIFICATIONS. No modification, addendums or amendments of any kind whatsoever may be made to this Agreement unless in written consent and signed by both parties.

15. SOVEREIGN IMMUNITY. Nothing in this Agreement shall be construed in any way to waive the sovereign immunity of the COUNTY or the APPLICANT.

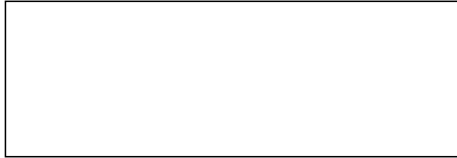
16. LAW AND VENUE. This Agreement shall be governed by the laws of Florida. Venue for any dispute, claim or action arising out of or related to this Agreement shall be in the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, Florida (Westside). Each party hereto shall bear their own attorneys' fees and costs in the event of any dispute, claim, action or appeal arising out of or related to this Agreement.

17. AGREEMENT RUNS WITH THE LAND AND BINDING EFFECT.
This Agreement shall run with the land and the burdens and benefits of this Agreement shall be binding upon, and shall inure to all successors in interest, including all mortgages, to the parties of this Agreement. Any such successor shall give notice to the COUNTY of its acquiring the land benefiting from this Agreement and its intent to continue the benefits of this Agreement. Should notice not be received, the Agreement shall terminate with the original party to the Agreement and the subsequent purchaser being jointly responsible for the removal of the Facilities and restoration of the right-of-way as outlined in Paragraph 7. The COUNTY shall record a copy of this Agreement in the Official Records of Pasco County, Florida, within thirty (30) days of its approval and provide a recorded copy to the APPLICANT within ten (10) days of its recordation.

18. DEFAULT. In the event of a default hereunder by the APPLICANT of its obligation, the COUNTY may proceed to enforce the provisions of this Agreement pursuant to the provisions of the Pasco County Land Development Code Section 108, or specific performance at its option.

19. PARTIES DRAFTED EQUALLY. The COUNTY and the APPLICANT agree that both parties have played an equal and reciprocal part in the drafting of this Agreement. Therefore, any uncertainty or ambiguity existing herein, if any, shall not be interpreted against either party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements.

20. TIME. Time is of the essence to all parts of this Agreement.



21. TERM. This Agreement shall be for an initial term of one (1) year and shall automatically renew thereafter on an annual basis, unless terminated by the COUNTY or the APPLICANT as provided herein.

22. OTHER SIMILAR AGREEMENTS BETWEEN THE PARTIES. This Agreement shall have the effect of replacing, in their entirety, the following agreements pertaining to portions of the Subject Right-of-Way, as defined herein:

- a. Maintenance and License Agreement between the COUNTY and the APPLICANT, dated August 23, 2011 (Agenda Item C42 ZN11-585); and
- b. Maintenance and License Agreement between the COUNTY and the APPLICANT, dated August 8, 2006 (Agenda Item C-16-DUPREE LAKE); (collectively, the Prior Agreements).

Upon execution of this Agreement, the Prior Agreements shall be of no further force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing agreement on this _____ day of _____, 2017.

ON BEHALF OF THE
BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

Zoning Administrator, Pasco County, Florida

DUPREE LAKES COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Its: _____
Board of Supervisors

WITNESSES:

Signature of Witness

Signature of Witness

Print Name of Witness

Printed Name of Witness

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____ of the DUPREE LAKES COMMUNITY DEVELOPMENT DISTRICT in his/her capacity as Chair/Vice-Chair of the Board of Supervisors on behalf of the DUPREE LAKES COMMUNITY DEVELOPMENT DISTRICT. He/She is personally known to me or has produced _____ as identification.

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Notary Public

Printed Name of Notary Public

My Commission Expires: _____

License and Maintenance Agreement

Exhibit "A"

Subject Right-of-Way and the Facilities

Subject Right-of-Way: The term, "Subject Right-of-Way" is defined as those Rights-of-Way, including, but not limited to, pavement, swales, sidewalks, medians and roundabouts, dedicated to Pasco County, Florida, located within the boundaries of the Dupree Lakes Community Development District, a local unit of special purpose government established by Pasco County Ordinance No. 04-39 pursuant to Chapter 190, Florida Statutes, and identified as rights-of-way dedicated to Pasco County, Florida, on the recorded Plats recorded in the Public Records of Pasco County, Florida, as follows:

- DUPREE LAKES PHASE 1, recorded at Plat Book 54, Page 62
- DUPREE LAKES PHASE 2, recorded at Plat Book 58, Page 15
- DUPREE LAKES PHASE 2 - PARTIAL REPLAT, recorded at Plat Book 66, Page 140
- DUPREE LAKES PHASE 3A, recorded at Plat Book 66, Page 11
- DUPREE LAKES PHASE 3A PARTIAL REPLAT, recorded at Plat Book 66, Page 146
- DUPREE LAKES PHASE 3B, recorded at Plat Book 66, Page 54
- DUPREE LAKES PHASE 3B - PARTIAL REPLAT, recorded at Plat Book ~~73~~, Page ~~21~~
- DUPREE LAKES PHASE 3C-1, recorded at Plat Book 68, Page 1
- DUPREE LAKES PHASE 3C-2, recorded at Plat Book 67, Page 93
- DUPREE LAKES PHASE 3D, recorded at Plat Book 67, Page 32

Facilities:

The term, "Facilities," is defined as all monuments, monument lighting, and associated electrical improvements at community and neighborhood entrances; all landscaping material, including, but not limited to, trees, sod, plantings, and mulch; all irrigation facilities; streetlighting, landscape lighting, and appurtenant electrical improvements; all traffic and directional signage; and all sidewalks located within the areas defined as the Subject Right-of-Way, and any other approved improvements owned by the District and which have been installed within the Subject Right-of-Way. The Facilities are further depicted in the pages that follow and which are a part of this Exhibit "A".

Nothing in this License and Maintenance Agreement shall obligate the Dupree Lakes Community Development District to maintain the roadway pavement or curbing or the swale areas immediately adjacent to residential units, within the Subject Right-of-Way.

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