

PROPERTY ACCESS LICENSE AGREEMENT

THIS AGREEMENT is dated this ____ day of _____, 2022, BY and BETWEEN: CARL WASILESKI (hereafter referred to as "Licensee") and the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereafter referred to as "Licensor"):

WHEREAS, the Licensor owns property in Brevard County, Florida, as depicted in Exhibit "A", attached hereto and made a part of by reference (hereafter referred to as the "Property"); and

WHEREAS, the Licensee is the owner of certain parcel of property (hereafter referred to as the "Licensee's Property"), which is adjacent to and/or surrounded by the Licensor's Property; and

WHEREAS, as highlighted in yellow in Exhibit "A", a dirt trail (hereafter the "trail") exists on the Property, which starts on the east side of the Property, runs north and crosses through to the Licensee's Property; and

WHEREAS, Licensee has expressed an interest in use of the TRAIL identified in Exhibit "A" for access to Licensee's Property.

NOW THEREFORE, for value received and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The recitals set forth above are true and correct and are incorporated into and made a part of this license agreement by reference.
2. Property. This Agreement relates to the land owned by the County and identified in the legal description set forth in Exhibit "B" to this Agreement (highlighted in red), which is attached hereto and incorporated herein by this reference.
3. License. The County hereby grants the Licensee a non-exclusive and revocable license (hereafter referred to as the "License") solely for the purpose of allowing Licensee ingress and egress to Licensee's Property (highlighted in orange and numbered 1 and 2) by use of the TRAIL (highlighted in yellow) and identified by the Legend in Exhibit "A". This License shall not be interpreted or construed to grant any right of ingress over, egress over or use of the TRAIL by any other person, third party, or property owner other than the Licensee, unless a lease has been executed between the Licensee and a third party for use of Licensee's Property whereby the Licensee indemnifies the County from any and all claims relating to the use of the TRAIL. A written request can be made to the County seeking said individuals/entities be allowed to utilize the TRAIL, subject to the terms and conditions outlined herein and County staff review and approval. This Agreement shall extend to include the invited guests of the Licensee. Licensee agrees to restrict any and all guests to the terms of this Agreement. Licensee agrees to maintain strict control over the gate key (if applicable) and will explicitly not loan or give a key to any other person without written approval from County staff. This License shall not be construed or interpreted as granting or attempting to grant the Licensee ingress or egress across property owned by any other person or legal entity.

4. Right of Access. The Licensee shall be entitled to enter the Property and use the TRAIL for such ingress and egress purposes, subject to and in accordance with the County's rules and regulations governing such access, as well as all applicable laws and regulations promulgated by the State of Florida or its agencies. The County shall allow the Licensee access to the TRAIL, including any gate restricting access to the TRAIL. Neither this License nor the Licensee's use of the TRAIL for ingress and egress to Licensee's Property shall constitute a basis for obtaining a building permit for the construction of any improvements on Licensee's Property. This Agreement is intended solely for the expedited resolution of ingress and egress to Licensee's Property, and in no way interferes with Licensee's right to apply for and acquire a legal easement over the Property at some date in the future. In no way does this Agreement extinguish any existing legal right Licensee currently has concerning access to Licensee's Property.

5. No Other Activity. The Licensee may not enter upon or engage in any other activity upon the Property unless other members of the general public have been expressly permitted, by rule, regulation or management plan approved by the government agency with jurisdiction, to enter upon or engage in the same type of activity upon the Property. Licensee is hereby granted access to Licensee's Property via motorized truck or car (No ATV's). Licensee further agrees to close any gate used by the Licensee to enter or

6. Authority; maintenance. The County represents that it has the authority to grant the license outlined herein. The County shall not bear any responsibility for maintenance of the TRAIL or Licensee's Property, and shall have no duty to keep the TRAIL in a condition passable by Licensee. Licensee shall not undertake any maintenance or improvement of the Property without the expressed written permission of the County, which permission may not be unreasonably withheld. Licensee shall have the right, after obtaining written approval from County staff, to maintain but not improve the TRAIL depicted on "Exhibit A". Maintenance includes, but is not limited to, trimming of trees and brush that restrict travel along the TRAIL and removal/filling of tire ruts and tire tracks so as to keep the TRAIL in good condition to allow travel thereon. No maintenance may be conducted outside of the boundaries of the TRAIL. Licensee shall be responsible for any repairs (conducting the repair or paying the County for the County to make the repair at the option of the County) that are deemed necessary by the County in order to return the TRAIL to its original state. All gate keys must be returned to the County upon termination of this Agreement.

7. Term. The term of this Agreement, and the rights granted herein, shall be effective upon the date of execution of this License by the last party to execute the Agreement and shall continue for a period of ten (10) years thereafter (the Term"). The term of this Agreement shall automatically renew for subsequent one (1) year periods unless either party delivers written notice to the other party at least thirty (30) days prior to the termination of the current term that the License is revoked for any of the reasons recited in paragraph 8 below.

8. Revocation. This License may be revoked or terminated by the Licensor before the expiration of the Term or any automatic renewal term upon thirty (30) days' written notice to the Licensee if the Licensee:

- a. Transfers ownership of all or any part of Licensee's Property. In the event of transfer of ownership of all or any part of Licensee's Property, Licensee agrees to make a condition of the sale that the new owner applies 60 days prior to the transfer of title to the County for an access license, which shall not be unreasonably withheld by the County. In the event the County has reason not to enter into an agreement with the new owner, the County will notify Licensee within this 60-day

period of the reasons why a Property Access Management Agreement should not be issued to the prospective new owner.

- b. Obtains alternate access for ingress and egress to Licensee's Property;
- c. Violates any law, rule, regulation or management plan applicable to the Licensee, as promulgated by the State of Florida or any of its agencies; the County; or any other governmental agency with jurisdiction;
- d. Engages in any hunting activity on the County's Property;
- e. Discharges any firearms on or across any portion of the County's Property;
- f. Conducts any illegal activity on the County's Property;
- g. Enters upon or conducts activity upon the County's Property for uses other than use of the TRAIL for ingress and egress, unless such entry or activity is otherwise allowed under Paragraph 4 above;
- h. Violates any term, provision or condition of this License Agreement; or,
- i. If, in the sole discretion of the Board of County Commissioners, Licensee's continued use of the TRAIL for ingress or egress interferes with the County's management of the County's Property. Alternate access for ingress and egress may be provided when agreeable to both parties.

9. **Indemnification.** Licensee agrees to indemnify, defend, and hold harmless the County, and its respective officers, directors, employees, and agents, from and against claims, liabilities, damages, and expenses, including, but not limited to, reasonable attorneys' fees, resulting from any and all claims arising out of this Agreement. The County's liability obligations hereunder shall be subject to the common law right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes. Nothing herein shall constitute a waiver of the County's sovereign immunity. Specific consideration has been given for this indemnification clause.

10. **No Recording.** This License shall not be recorded in the official records of Brevard County, Florida by either party.

11. **No Interest in the Property.** This License is the grant of a personal right to the Licensee. This License shall not be construed to create any real property interest in the County's Property.

12. **Assignment.** This License may not be assigned, transferred or devised to any other person, corporation, partnership or entity without prior written consent from the County.

13. **Acceptance.** This License Agreement constitutes the entire agreement between the County and the Licensee and supersedes all prior arrangements and understandings whether written or oral relative to the subject matters thereof. Except as otherwise specifically set forth in this Agreement, neither party makes any representation or warranty, express or implied, statutory or otherwise to the other. This Agreement may not be amended or modified except by a written instrument executed by both parties.

14. **Venue; Governing Law, Waiver of Jury Trial.** Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury. This License Agreement shall be governed, interpreted and construed according to the laws of the State of Florida

15. **Counterparts.** This License Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument. The parties agree that executed counterparts may

be transmitted by facsimile machine and that such counterparts shall be treated as originally executed instruments. Each party undertakes to provide the other with a copy of the original Agreement bearing actual original signatures and initials within a reasonable period of time following execution of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

ATTEST:

LICENSOR:
BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Clerk

BY: _____
Kristine Zonka, Chair
Brevard County Commission

As approved by the Board: _____

Reviewed for legal form and content:

Assistant County Attorney

WITNESS:

Kristen McNally

LICENSEE:

Date: 8-11-22

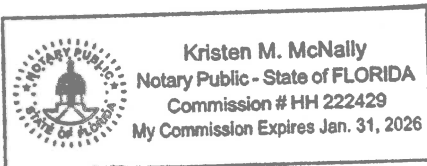
STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 11th day of Aug, 2022,
by Carl Wasileski, who is personally known to me or produced
_____ as identification.

Notary Public

(NOTARY PUBLIC SEAL)



Kristen McNally

(Printed, Typed or Stamped Name of
Notary Public)





Commission No.: _____

My Commission Expires: _____

Exhibit A



Legend

-  Sanctuary Boundary
-  Trail
-  Outparcel
-  Gate

- 1 Licensee Parcel #22-34-01-00-00503.0-0000.00
- 2 Licensee Parcel #22-34-01-00-00504.0-0000.00

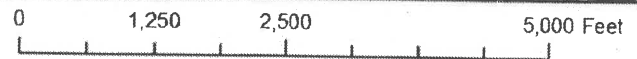


Exhibit B: Legal Description

LEGAL DESCRIPTION:

(PER TITLE COMMITMENT CD07-112135)

ALL OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS:

THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4.

AND

ALL OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS:

THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4; THE NORTH 950 FEET OF THE WEST 3/4; THE SOUTH 380 FEET OF SAID SECTION 2, LYING WEST OF THE EAST LINE OF THE FLORIDA POWER & LIGHT COMPANY RIGHT OF WAY, AS DESCRIBED IN THAT CERTAIN ORDER OF TAKING RECORDED MAY 31, 1965 IN CIRCUIT COURT MINUTE BOOK 54, PAGE 858 AND AMENDED ORDER OF TAKING RECORDED NOVEMBER 29, 1966 IN CIRCUIT COURT MINUTE BOOK 62, PAGE 754, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

AND

ALL OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS:

THE NORTH 950 FEET OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA.

SUBJECT TO AN 80 FOOT WIDE ACCESS/DRAINAGE/MAINTENANCE EASEMENT ALONG THE WEST AND SOUTH BOUNDARIES OF SAID SECTION 3, RESERVED BY MODERN, INC. FOR ITS BENEFICIARIES AND/OR ITS ASSIGNEES AND SUCCESSORS.

AND

ALL OF SECTION 11, TOWNSHIP 22 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA, LYING EAST OF THE EAST LINE OF THE FLORIDA POWER & LIGHT COMPANY RIGHT OF WAY, AS DESCRIBED IN THAT CERTAIN ORDER OF TAKING RECORDED MAY 31, 1965 IN CIRCUIT COURT MINUTE BOOK 54, PAGE 858 AND AMENDED ORDER OF TAKING RECORDED NOVEMBER 29, 1966 IN CIRCUIT COURT MINUTE BOOK 62, PAGE 754, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

AND

ALL OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS:

THE EAST 1/2 OF THE SOUTHEAST 1/4; THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THE SOUTH 150 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THE SOUTH 150 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4.

AND

THE FOLLOWING LOTS LYING IN SECTION 13, TOWNSHIP 22 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA:

LOTS 17 THROUGH 19, INCLUSIVE AND LOTS 46 THROUGH 51, INCLUSIVE, ACCORDING TO THE PLAT OF TITUSVILLE FRUIT AND FARM LANDS COMPANY, AS RECORDED IN PLAT BOOK 2, PAGE 29, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

AND

THE FOLLOWING LOTS LYING IN SECTION 14, TOWNSHIP 22 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA:

LOTS 17 THROUGH 64, INCLUSIVE; LOTS 78 THROUGH 83, INCLUSIVE AND LOTS 109 THROUGH 112, INCLUSIVE, ACCORDING TO THE PLAT OF TITUSVILLE FRUIT AND FARM LANDS COMPANY, AS RECORDED IN PLAT BOOK 2, PAGE 29, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

AND

THE FOLLOWING LOTS LYING IN SECTION 15, TOWNSHIP 22 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA:

THE FOLLOWING LOTS LYING IN SECTION 15, TOWNSHIP 22 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA:

LOTS 28 THROUGH 40, INCLUSIVE; LOTS 57 THROUGH 72, INCLUSIVE AND LOTS 89 THROUGH 104, INCLUSIVE, ACCORDING TO THE PLAT OF TITUSVILLE FRUIT AND FARM LANDS COMPANY, AS RECORDED IN PLAT BOOK 2, PAGE 29, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

TOGETHER WITH A NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT ALONG THE NORTH 25 FEET OF LOTS 20, 21 AND 22; SECTION 13; TOWNSHIP 22 SOUTH; RANGE 34 EAST.

AFORESAID LOTS (PREDOMINATELY 5 ACRES EACH) BEING AS SHOWN UPON AND ACCORDING TO THE PLAT OF TITUSVILLE FRUIT AND FARM LANDS COMPANY AS RECORDED IN PLAT BOOK 2, PAGE 29, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

ALL OF THE AFORESAID LOCATED IN TOWNSHIP 22 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA.

ALL THE AFORESAID LANDS ARE SUBJECT TO ALL RECORDED RIGHTS OF WAY, EASEMENTS, CONSERVATION EASEMENTS AND RIGHTS CONVEYANCES.

ALL OF THE AFORESAID LANDS ARE SUBJECT TO THE FOLLOWING PERMANENT NON-EXCLUSIVE EASEMENTS/RIGHTS OF WAY HEREBY RESERVED BY MODERN, INC. FOR ITS BENEFICIARIES, ITS ASSIGNS, AND ITS SUCCESSORS BENEFIT FOR ACCESS, DRAINAGE, ROADWAYS/TRAILS, UTILITIES, AND RIGHTS OF WAY CONSTRUCTION USE. THE PERMANENT EASEMENTS/RIGHTS OF WAY IN SECTIONS 11, 12, 13, 14, AND 15 ARE ADDITIONAL TO AND ADJACENT TO CERTAIN EXISTING RIGHTS OF WAY AS PER THE PLAT OF TITUSVILLE FRUIT AND FARM LANDS COMPANY, AS RECORDED IN PLAT BOOK 2, PAGES 29 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND PROVIDE FOR MAKING 80 FEET WIDE MINIMUM RIGHTS OF WAY EASEMENT ALONG THOSE PLATTED AS 20 FEET AND 50 FEET.

SECTION 3:

80 FEET ALONG THE ENTIRE WEST SECTION LINE AND THE ENTIRE SOUTH SECTION LINE (SHOWN ON SURVEY AS PERMANENT EASEMENT S).

SECTION 11:

THE SOUTH 50 FEET OF THE PORTION LYING EAST OF THE FLORIDA POWER AND LIGHT CO. EASEMENT AS RECORDED IN CIRCUIT COURT MINUTE BOOK 54, PAGE 858 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA (SHOWN ON SURVEY AS PERMANENT EASEMENT H).

SECTION 12:

THE SOUTH 50 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 (SHOWN ON SURVEY AS PERMANENT EASEMENT H).

SECTION 13:

THE NORTH 25 FEET OF LOTS 17 THRU 19, INCLUSIVE; THE WEST 15 FEET OF LOTS 17, 48 AND 49; AND THE SOUTH 30 FEET OF LOTS 49 THRU 51, INCLUSIVE (SHOWN ON SURVEY AS PERMANENT EASEMENTS F & I).

SECTION 14:

THE NORTH 25 FEET OF LOTS 17 THRU 32, INCLUSIVE; THE EAST 15 FEET OF LOTS 32, 33 AND 64; THE SOUTH 30 FEET OF LOTS 81 THRU 83, INCLUSIVE; THE NORTH 30 FEET OF LOTS 109 THRU 112, INCLUSIVE; THE SOUTH 30 FEET OF LOTS 49 THRU 64, INCLUSIVE; THE NORTH 30 FEET OF LOTS 78 THRU 80, INCLUSIVE; THE WEST 30 FEET OF LOTS 25, 40 AND 57; THE EAST 30 FEET OF LOTS 24, 41 AND 56; AND THE WEST 15 FEET OF LOTS 17, 48, 49, 80, 81 AND 112 (SHOWN ON SURVEY AS PERMANENT EASEMENTS A, B, C, F, G, & I).

SECTION 15:

THE NORTHERLY 25 FEET OF LOTS 28 THRU 32, INCLUSIVE; THE SOUTH 30 FEET OF LOTS 28 THRU 32, INCLUSIVE; THE NORTH 30 FEET OF LOTS 35 THRU 40, INCLUSIVE; THE SOUTH 30 FEET OF LOTS 57 THRU 64, INCLUSIVE; THE NORTH 30 FEET OF LOTS 65 THRU 72, INCLUSIVE; THE SOUTH 30 FEET OF LOTS 89 THRU 96, INCLUSIVE; THE NORTH 30 FEET OF LOTS 97 THRU 104; THE EAST 15 FEET OF LOTS 32, 33, 64, 65, 96 AND 97; AND THE WEST 15 FEET OF LOTS 40, 57, 72, 89, AND 104 (SHOWN ON SURVEY AS PERMANENT EASEMENTS C, D, E, F, G, AND I).

LESS THE FOLLOWING DESCRIBED PARCEL:

EASTERN PARCEL LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN SECTIONS 1 AND 12, TOWNSHIP 22 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA; THENCE RUN $501^{\circ}06'44''E$, ALONG THE EAST LINE OF THE NORTHEAST $1/4$ OF SAID SECTION 12, A DISTANCE OF 2607.40 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST $1/4$ OF SAID SECTION 12; THENCE RUN $589^{\circ}31'04''W$, ALONG THE SOUTH LINE OF SAID NORTHEAST $1/4$, A DISTANCE OF 1331.63 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST $1/4$ OF SAID NORTHEAST $1/4$; THENCE RUN $000^{\circ}59'59''W$, ALONG THE WEST LINE OF SAID SOUTHEAST $1/4$ OF THE NORTHEAST $1/4$, A DISTANCE OF 1310.18 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST $1/4$ OF THE NORTHEAST $1/4$; THENCE DEPARTING SAID WEST LINE RUN $N49^{\circ}13'21''W$, A DISTANCE OF 632.17 FEET TO THE SOUTHEAST CORNER OF A CANAL RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 576, PAGE 547, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN $N01^{\circ}06'44''W$, ALONG THE EAST LINE OF SAID CANAL RIGHT-OF-WAY, A DISTANCE OF 2400.00 FEET TO THE NORTHEAST CORNER OF SAID CANAL RIGHT-OF-WAY; THENCE DEPARTING SAID CANAL RIGHT-OF-WAY, RUN $N58^{\circ}28'10''E$, A DISTANCE OF 2171.55 FEET TO NORTHEAST CORNER OF THE SOUTHEAST $1/4$ OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA; THENCE RUN $S00^{\circ}28'24''W$, ALONG THE EAST LINE OF SAID SOUTHEAST $1/4$, A DISTANCE OF 2640.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 178.546 ACRES, MORE OR LESS.

THE SUBJECT PROPERTY CONTAINS A TOTAL OF 2838.540 ACRES, MORE OR LESS. THIS DOES NOT INCLUDE THE LANDS DESCRIBED ABOVE AS LESS OUT PARCELS. INTERNAL RIGHT-OF-WAYS WITHIN SECTIONS 13, 14 & 15 ARE INCLUDED.

LEGAL DESCRIPTION:

(PER TITLE COMMITMENT NO. CDO7-112134)

THE NORTH 950 FEET OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 34 EAST AND THE NORTH 950 FEET OF THE WEST $3/4$ OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA.

(THE ABOVE PARCEL CONTAINS 201.641 ACRES, MORE OR LESS.)