

*CHD
BCL*

LIMITED REVOCABLE LICENSE GRANTING RIGHT OF ENTRY

THIS LIMITED REVOCABLE LICENSE GRANTING RIGHT OF ENTRY ("License") is made, entered into, and granted on Feb. 5, 2025, by Charlotte County, a political subdivision of the State of Florida ("Grantor"), to and with the Southwest Florida Water Management District ("Grantee").

WITNESSETH:

1. The Grantor owns and operates Cape Haze Pioneer Trail Park and its attendant Harness Road Trailhead parking area (the "Property").
2. Said Grantor does hereby agree and grants unto Grantee, its agents and employees, this License into, over and upon such portions of the Property as are reasonably necessary to undertake a construction project that will restore and enhance approximately 410 acres of Charlotte Harbor Preserve State Park located to the west of the Property (the "Project").
3. Additionally, the Project will require the construction of a temporary stabilized access road and trail crossing to allow access to nearby state-owned property.
4. Grantee agrees to provide Grantor complete Project plans before any construction may commence and which commencement must receive Grantor's written prior consent. Grantor shall be granted 60 days to accept the Project plans or to reject the Project plans. Grantor shall use a reasonable standard of review of the Project plans. If Grantor rejects the Project plans before the expiration of 60 days, this License shall expire and be of no further force or effect. If the Grantor accepts the Project plans, this License shall continue pursuant to its terms.
5. The Grantor hereby consents and agrees that Grantee, together with any and all necessary equipment, may enter upon and have access to such portions of the Property owned by the Grantor as are reasonably necessary to perform the work set forth in this License.
6. This Limited Revocable License Granting Right of Entry expires three years after the date of this grant. This License may be extended by an additional two years upon request by Grantee in writing and by acceptance of such request by Grantor, which extension shall not be unreasonably withheld.
7. The Grantor swears and affirms that the information contained within this document is true and correct to the best knowledge of the Grantor.
8. This License is granted by Grantor and accepted by Grantee subject to the following conditions which Grantee covenants and agrees to perform:
 - A. To exercise due care in the use of the License and to return the Property substantially to its current condition upon expiration or abandonment of this grant.
 - B. To cause no unnecessary or unreasonable obstruction or interruption of travel over or upon the Property, except as to that portion of the Property upon which Grantee locates its equipment.

- C. To limit the use of the License as described herein.
- D. To the extent possible, exercise the License granted to prevent the creation of any obstruction or condition which is or may become dangerous to Grantor and Grantee, their guests, employees, invitees, licensees, or the public in general.
- E. To indemnify and hold Grantor harmless from any and all claims for the payment of any compensation or damages resulting from the use by Grantee of the License; provided, however, that this indemnification shall not extend to any portion of any compensation or damages caused by either the sole or contributory negligence of Grantor. Nothing provided herein shall constitute a waiver of Grantor's or Grantee's sovereign immunity rights. This provision shall survive termination of this License.
- F. To use the License with due consideration for the rights of the Grantor, it being understood that this is not an easement, but is a license to enter the Property for the purposes and for the term described herein.
- G. To take reasonable measures to avoid impacting trees to the extent possible and restore all modified or impacted components of the Property, including the trail, existing landscaping, stormwater systems, gates, and other similar components and systems, to existing or an improved condition.
- H. To consult with the County Engineer regarding a Maintenance of Traffic ("MOT") plan that shall minimize impact on the current use of the trail.
- I. To adhere to and comply with the Code of Laws and Ordinances of Charlotte County Florida, including, but not limited to, provisions related to entry upon endangered lands and the Florida Building Code as each are applicable. This provision shall survive termination of this License.

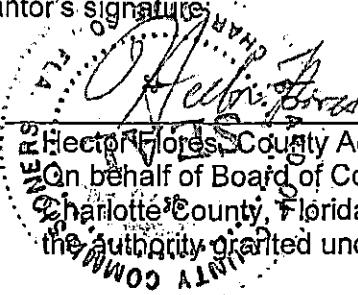
9. Grantor may terminate this License for good cause upon delivery of written notice to the Grantee. Such termination shall be effective no sooner than 30 days after such termination is delivered to the Grantee. Grantee shall be granted 30 days to provide Grantor a plan to cure the termination for good cause, which Grantor shall consider and accept or deny within 30 days based on reasonable review.

10. The Charlotte County Board of County Commissioners adopted Resolution No. 2015-091 on May 26, 2015, which authorized the County Administrator to enter into temporary license agreements for County-owned property provided said temporary license agreements have a duration of five years or less. This License is a temporary license under Resolution No. 2015-091.

11. Grantor has signed this License freely and voluntarily for the purpose herein expressed on February 5, 2025.

CHARLOTTE COUNTY

Grantor's signature:

By: 

Hector Flores, County Administrator
On behalf of Board of County Commissioners of
Charlotte County, Florida, pursuant to
the authority granted under Resolution No. 2015-091

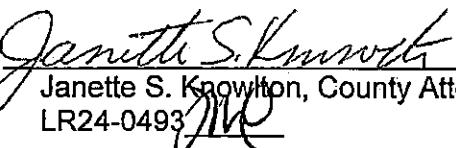
ATTEST:

Roger D. Eaton, Clerk of the Circuit Court and
Ex-officio Clerk of the Board of
County Commissioners

By: 

Deputy Clerk AGR 2025-021

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: 

Janette S. Knowlton, County Attorney
LR24-0493

ACKNOWLEDGMENT

The undersigned hereby acknowledges the foregoing Limited Revocable License Granting Right of Entry.

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

By: Jennette Seachrist

Print Name: Jennette Seachrist

Title: Resource Management Director

Date: 2/19/2025