

Polk County Algae Treatment Project
SWF Parcel No. 20-503-266X
Approved by Attorney: _____

LICENSE AGREEMENT

This License Agreement (Agreement) is made and entered into by and between the Southwest Florida Water Management District, a public corporation, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899 (Licensor) and the Polk County, having an address of 330 West Church Street, Bartow, Florida 33830 (Licensee).

WHEREAS, Licensor holds fee title to certain real property identified as Parcel No. 24-28-24-000000-014160, Polk County, Florida, (Property); and

WHEREAS, Licensee desires access and use of a portion of the Property further described below to conduct a algae treatment project; and

WHEREAS, Licensor agrees to allow access and use of that certain portion of the Property further described below necessary for Licensee's purposes provided herein.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, Licensor and Licensee hereby agree as follows:

1. Licensor issues to Licensee, its employees, agents, and subcontractors (collectively, Licensee's Agents) a non-exclusive license (License) to enter upon, over, and across and to use that portion of the Property more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference (License Area). Licensee's use of the License Area as provided in this Agreement is limited to (i) applications and assessments associated with the Advanced Algae Cultivation Technology process. A process that removes nutrients that fuel harmful algal blooms from contaminated waters while simultaneously producing organic fertilizers and biofuels and (ii) ingress and egress for Licensee and Licensee's Agents, machinery, and vehicles over and across the License Area. The number of workers, and the type of machinery and vehicles, will be the minimum reasonably necessary to effectuate the completion of the Project.
2. Licensee will not spread any invasive and exotic plant species on the current FLEPPC category 1 or 2 Invasive Plant Species Lists, or any similar list promulgated by a successor to the Council, to the extent practical during the term of this Agreement. Removal, disposal, or eradication of invasive and exotic plant species will be the responsibility of the Licensee and will be done in accordance with Florida Department of Agriculture and Consumer Services (FDACS), Best Management Practices (BMP's). Additionally, Licensee will not destroy existing native vegetation without prior approval by the Licensor.
3. Licensee agrees to indemnify and hold harmless the Licensor, its agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney's fees and costs and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by Licensee, or anyone for whose acts or omissions Licensee may be liable as a result of Licensee's rights under this Agreement. Nothing contained herein will be

construed to constitute a waiver of Licensor's sovereign immunity under Section 768.28, F.S., or to extend the limits of liability or recovery under Section 768.28, F.S., This provision will survive the termination of this Agreement.

4. Licensee agrees that: (i) it will, at its expense, promptly comply with all laws, rules, and regulations promulgated by any governmental authority having jurisdiction over the License Area that pertain to the operation and use of the License Area by the Licensee; (ii) it will not at any time claim any interest or estate of any kind in the License Area; and (iii) it will not create or cause to be imposed, claimed or filed upon the License Area, or any portion thereof, or upon the interest therein of Licensor, any lien, charge, or encumbrance whatsoever, and (iv) upon completion of the repairs and/or maintenance or termination of this Agreement, Licensee, at its sole expense, will promptly restore the License Area to a safe and aesthetic condition, as existed prior to Licensee's use and in accordance with the terms of this Agreement, within thirty (30) days.
5. The effective date of this Agreement will be the date of execution of this Agreement by the last of the Parties to sign and continue in effect until December 31, 2025, or termination of this Agreement, whichever comes first.
6. Licensee is a political subdivision of the State of Florida. It may be fully insured or self-insured for liability coverage. Licensee must maintain in force during the entire term of this License Agreement, general liability and vehicle liability coverage and workers' compensation benefits in accordance with Chapter 440, Florida Statutes (F.S.).
 - 6.1. Licensee agrees to provide documentation to the District from its insurance carrier, or on Licensee letterhead, that the above insurance is in effect for the full term of the Agreement.
 - 6.2. The District must receive thirty (30) days prior written notice of any material change, cancellation, or claim that would affect the required coverage.
 - 6.3. Certificates of insurance verifying general liability, vehicle liability and workers' compensation and any other line of coverage specifically relevant to the License Agreement are required from any contractor or subcontractor who performs services for Licensee pursuant to this Agreement.
7. Licensee will at all times keep the License Area free of hazardous materials generated by, resulting from or being incident to Licensee's use of the License Area, and neither Licensee nor any of its employees, agents, or contractors will use, generate, manufacture, refine, treat, process, produce, store, deposit, handle, transport, release, or dispose of hazardous materials in, on or about the License Area, in violation of any federal, state or local laws, rules, regulations, ordinances, orders, codes, and guidelines currently in existence or hereafter enacted or rendered. Licensee will give Licensor prompt written notice of any claim received by Licensee from any person, entity, or governmental agency that a release or disposal of hazardous materials has occurred within the License Area.

8. This Agreement may not be assigned, in whole or in part, by Licensee without the written consent of Licensors, which consent may be withheld by Licensors in its sole discretion.
9. The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach thereof or the waiver of any breach of any other provision of this Agreement.
10. If any covenant or provision of this Agreement is determined to be invalid, illegal, or incapable of being enforced, all other covenants and provisions of this Agreement will, nevertheless, remain in full force and effect, and no covenant or provision will be dependent upon any other covenant or provision unless so expressed herein.
11. This Agreement may only be amended by an instrument in writing signed by the Parties hereto.
12. This Agreement will be construed in accordance with the laws of the State of Florida and venue of any legal proceedings will be in Polk County, Florida, if the action is commenced in state court. If any action is commenced in federal court, then venue will be in the United States District Court for the Middle District of Florida.
13. Except as otherwise specified herein, each party will be responsible for its own legal and attorneys' fees, costs, and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.
14. This Agreement will be deemed automatically terminated upon any failure of performance by Licensee of its obligations under the terms of this Agreement, provided Licensors will have given Licensee at least ten (10) days advance written notice (unless otherwise provided herein, or, in the case of an emergency, such lesser time and form of notice as is reasonable) of the failure, and the failure has not been cured within such applicable period.
15. Each of the undersigned warrants and represents that he or she is authorized to execute this Agreement on behalf of the entity identified.
16. Counterparts and Authority to Sign. The signatures of all parties need not appear on the same counterpart. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and will have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.
17. The Licensors may terminate this Agreement at any time, without cause. Upon notice from the Licensors of the Licensors' intent to terminate this Agreement, Licensee shall remove any and all equipment and materials from the Property within thirty (30) days of receipt of such notice unless otherwise provided herein. This Agreement may be terminated by the Licensee without cause upon thirty (30) days written notice to the Licensors.

IN WITNESS WHEREOF, the parties have executed this License Agreement on the day and year last written below.

LICENSOR

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT,
a public corporation**

Brian Starford, Operations, Lands and Resource Monitoring
Division Director

Date _____

LICENSEE

POLK COUNTY, a political subdivision of the State of Florida

Name, Title

Date _____