

REVOCABLE LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “Agreement” or “License”) is entered into this _____ day of _____, 2026, by and between **CITY OF WAUCHULA, FLORIDA**, a municipal corporation authorized to do business in the State of Florida (“City”) and **PAMELA R SELLERS AND KASSIE L KNIGHT** (“Licensee”), (City and Licensee sometimes together referred to hereinafter as the “Parties”).

RECITALS

1. City is the fee simple owner of the real property identified in the crosshatched area set forth in Exhibit “A”, attached to and incorporated in this Agreement (the “Property”).

2. Licensee has requested permission to maintain a wooden privacy fence and an interior chain link fence (the “Fencing”), as depicted in Exhibit B, within the Property that is part of the City’s right-of-way.

3. Licensee’s Fencing encroaches into the City’s right-of-way, extending approximately eight (8) feet and one (1) inch beyond Licensee’s residential property line along the north boundary of the Licensee’s residential property line, and running approximately Eighty-Seven (87) feet parallel thereto.

4. The City is willing to grant a license to permit the Fencing to remain within the Property in the City’s right-of-way provided Licensee first brings the wooden privacy fence into compliance with the City of Wauchula Land Development Code (“LDC”) maximum height requirement of six (6) feet within ninety (90) days following written approval of the basic terms of this Agreement.

5. The parties covenant and agree that they have the power and authority to enter into this Agreement and bind themselves to the provisions of this Agreement.

6. This License is granted on the express condition that Licensee shall maintain the Fencing without causing unnecessary injury to any City property, sidewalk, or other improvements within the area, and shall restore the Property to the same or better condition prior to the start of any improvements.

ACCORDINGLY, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, City and Licensee hereby agree as follows:

SECTION 1. RECITALS. The foregoing Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. CONDITION PRECEDENT TO EFFECTIVENESS. The effectiveness of this Agreement and the license granted herein are expressly conditioned upon Licensee bringing the wooden privacy fence into compliance with the LDC maximum height requirement of six (6) feet within ninety (90) days following written approval of the basic terms of this Agreement. If Licensee fails to satisfy this condition precedent within such ninety (90) day period, this Agreement shall be of no force or effect, and Licensee shall remove the Fencing from the right-of-way upon written notice from City.

SECTION 3. GRANT OF LICENSE. Subject to the condition precedent in Section 2 above, City hereby grants to Licensee a temporary, revocable license to maintain the Fencing on the Property described in Exhibit "A" for residential purposes only, at Licensee's sole cost and expense, and in accordance with safe and customary practices. Licensee may permit use of the license by its successors, assigns, or other parties acting under Licensee's direction or control (collectively, "Licensee Parties"). Licensee shall remain responsible for all acts and omissions of Licensee Parties under this Agreement. Licensee shall not construct any additional structures on the Property, create unsafe conditions, or maintain any activity or condition that may constitute a nuisance. Licensee shall comply with all applicable laws, ordinances, regulations, and codes in connection with the Fencing and use of the Property, and shall at all times maintain the Property in a safe and sanitary condition. Licensee may assign this Agreement only with the prior written consent of City, which shall not be unreasonably withheld. Any approved assignee shall assume all obligations of Licensee under this Agreement.

SECTION 4. DURATION AND REVOCABILITY. The license granted by this Agreement shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, unless earlier revoked by City pursuant to Section 8 (the "Term"). Upon expiration or revocation of the license, all rights granted herein shall terminate, and Licensee shall remove the Fencing from the Property and restore the Property in accordance with Section 8.

SECTION 5. COST AND EXPENSES. Licensee shall have no obligation to pay rent or similar fees to City. Licensee shall be solely responsible for all costs and fees associated with the license and Licensee's use of the Property.

SECTION 6. CONDITIONS TO LICENSE; RELEASE OF CITY.

(1) Licensee agrees that the Property shall be utilized solely for the purposes set forth in Section 3 and otherwise in accordance with this Agreement. Licensee accepts the Property in its "AS IS, WHERE IS" condition, without any representation or warranty of any kind, whether express or implied, from City or City Parties. Neither City nor any of its members, employees, agents, representatives, contractors, engineers, surveyors, consultants, analysts, assigns, guests, invitees, or any parties acting under City's direction or control (collectively,

“City Parties”) has made or makes any warranty or representation regarding the Property, including its physical condition, suitability for any use, or compliance with applicable laws. Licensee acknowledges that it has had full access to the Property prior to the Effective Date, has had the opportunity to inspect the Property to the extent deemed necessary, and is satisfied with its condition. Licensee further agrees that its acceptance of the Property without warranties is a material inducement for City to enter into this Agreement. Licensee assumes all risks relating to the Property and its condition, including any latent or patent defects, known or unknown. Except as expressly provided herein, City shall have no obligation to maintain, repair, or improve the Property or to cause the Property to comply with any laws, ordinances, regulations, or codes.

(2) Except as otherwise stated herein, Licensee hereby assumes all risk of loss, damage, injury, or liability of any kind arising out of or related to Licensee’s use, occupancy, or maintenance of the Property, including, without limitation, any injury to persons, damage to property, or claims by third parties. This includes, without limitation, property which may now or hereafter be placed in, on, or about the Property during the Term, whether or not such property is there with the consent of City, and City shall have no liability therefore. Except as otherwise stated herein, Licensee hereby waives, releases, and discharges any and all claims against City arising out of or in any way connected with the Property including any loss, liability, damage, costs or expenses whatsoever, suffered by Licensee or Licensee Parties.

SECTION 7. LICENSEE’S COVENANT AGAINST LIENS. Licensee shall promptly pay, or cause to be paid, all costs for work performed by Licensee or Licensee Parties on or about the Property described in Exhibit “A.” Licensee shall keep the Property free and clear of all liens, charges, or encumbrances arising from work performed, materials supplied, or services provided to Licensee or Licensee Parties. Licensee shall have no power or authority to create any lien, charge, or encumbrance on the Property and shall notify all persons performing work or providing materials on Licensee’s behalf of this restriction. No contractor, supplier, or materialman dealing with Licensee shall be entitled to a lien, charge, or encumbrance on the Property. Licensee shall indemnify, defend, and hold City harmless from any and all claims, suits, demands, liabilities, losses, damages, costs, or expenses, including attorneys’ fees and court costs, arising from liens, claims, charges, or encumbrances related to work performed, materials supplied, or services provided to Licensee or Licensee Parties. Licensee shall immediately notify City in the event Licensee receives or learns of any such claim of lien, charge or encumbrance. In the event any such claim of lien, charge or encumbrance shall be filed against the Property and is not fully paid and satisfied or otherwise discharged of record within thirty (30) days after notice to Licensee, this Agreement shall automatically terminate, along with all rights and obligations contained herein, except those which by their terms survive any termination or expiration. Licensee shall, promptly upon request, furnish City satisfactory evidence of the payment of any such claims of lien, charges or encumbrances. The obligation of Licensee to

pay such claims of lien, charges or encumbrances, as provided herein, and the obligation of Licensee to indemnify and hold City harmless from claims of lien, charges or encumbrances provided herein shall survive the termination or expiration of this Agreement.

SECTION 8. MAINTENANCE; TERMINATION OR REVOCATION OF LICENSE.

(1) Licensee covenants and agrees to maintain the Property and the Fencing in a safe, sanitary, and orderly condition and shall comply with and abide by all laws, ordinances, regulations, and restrictions affecting said Property, or its use. Licensee shall allow no accumulation of trash or debris and shall not cause or permit waste, damage, or unsafe conditions on the Property. City shall have no responsibility or liability for maintenance of or repairs to the Property during the Term, nor shall City be responsible or liable for additions, replacements, or improvements to the Property or City's right-of-way of any nature whatsoever caused by Licensee.

(2) Upon expiration or termination of this License, Licensee shall remove the Fencing, equipment, and other materials installed or placed on the Property by Licensee or Licensee Parties and shall return the Property to a sanitary and safe condition, consistent with the terms of this Agreement. Licensee shall not leave any such items on the Property beyond the termination of this License.

(3) Licensee shall not make, allow, or permit any additions, alterations, or improvements to the Property without prior written consent of City. Licensee shall not place or maintain any articles or materials of a dangerous, flammable, explosive, or otherwise hazardous nature on the Property, and shall not perform any act that could increase the risk of fire, injury, or property damage.

(4) Licensee shall neither keep nor have on the Property any article or thing of a dangerous, inflammable or explosive character or do anything in or about the Property that might unreasonably increase the danger of fire on the Property or that might be considered hazardous by any responsible insurance company, or in any way tend to increase the casualty insurance rates on the Property. Licensee shall not create either through acts of commission or omission Hazardous Substance (as hereinafter defined) contamination on the Property. Licensee hereby expressly agrees to hold City harmless from and against any loss or damages resulting from failure to comply with this section. This indemnity shall expressly survive the expiration or termination of the Agreement. "Hazardous Substance" shall mean and include all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous components), or other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or clean-up, including, without limitation, "CERCLA", "RCRA", or state super lien or environmental clean up statutes. Notwithstanding the foregoing,

“Hazardous Substance” shall not include any substances used for agricultural purposes and not in violation of applicable law at the time of use.

(5) In the event that Licensee fails to timely or properly discharge any of its obligations set forth in this Agreement, City may immediately terminate this Agreement, along with all rights and obligations contained herein, except those which by their terms survive any expiration or termination of this Agreement without any liability to City. The obligations of Licensee set forth in this Section 8 shall survive termination or expiration of this Agreement.

(6) This License shall be revocable by City, and Licensee shall remove the Fencing if any of the following occurs:

(a) Licensee breaches any term of this Agreement during the Term;

(b) City determines that the Property is needed for any public purpose; or

(c) More than 50% of the square footage of the Fencing is damaged to the extent that structural components require replacement. For purposes of this subsection only, the wooden fence and the chain link fence shall be treated separately. For example, if more than 50% of the wooden fence is damaged and requires structural replacement but the chain link fence is not similarly damaged, City may revoke the license solely for the wooden fence. In that case, Licensee shall remove the wooden fence, while the chain link fence may remain on the Property subject to the terms and conditions of this Agreement.

SECTION 9. OCCUPANCY AND USE OF THE PROPERTY.

(1) Licensee shall use the Property only for the purposes specified in Section 3 of this Agreement and for any reasonable accessory uses. Licensee shall comply with all applicable laws, ordinances, regulations, rules, directives, permits, and restrictions of federal, state, county, or municipal authorities, including any deed or use restrictions affecting the Property. Licensee shall not construct or install any structures on the Property other than the Fencing and shall not use, or permit use of, the Property for any illegal, immoral, or improper purpose. Licensee shall not create or allow any condition that may constitute a public or private nuisance, be deemed hazardous by the City or City’s insurer, or otherwise disturb the peace, comfort, or safety of neighbors.

(2) During the Term, City and City’s Parties may enter the Property as reasonably necessary to inspect, survey, or undertake actions the City deems necessary or desirable for planning or development purposes. This may include, without limitation, surveys, soil tests, borings, percolation tests, compaction tests, environmental tests, or other tests to evaluate surface,

subsurface, and topographic conditions. Nothing in this section shall alter the obligations or responsibilities set forth in Sections 6 through 8.

SECTION 10. INSPECTION BY CITY. The City and its agents shall have the right to enter upon the Property at any time in order to inspect the safety, sanitation, maintenance, and use of the Property, and to ensure that Licensee is in full compliance with its obligations under this Agreement. Nothing in this section shall limit or modify Licensee's obligations or responsibilities under this Agreement. Licensee shall provide City at least twenty-four (24) hours' written notice prior to any soil testing on the Property so that City may observe such testing.

SECTION 11. INDEMNITY. Licensee shall protect, indemnify, save harmless, and defend City and City's Parties from and against any and all claims, suits, demands, liabilities, obligations, penalties, causes of action, losses, costs, damages, and expenses (including, without limitation, reasonable attorneys' and paralegals' fees, whether or not suit is brought, and whether arising from mediation, arbitration, litigation, administrative proceeding, bankruptcy or, on appeal) arising out of: (i) the exercise by Licensee or Licensee Parties of Licensee's rights or obligations under this Agreement; (ii) the acts or omissions of anyone acting under Licensee's direction, control, or on Licensee's behalf; or (iii) the negligent acts, errors, or omissions of Licensee or Licensee Parties in connection with this Agreement. This indemnity shall not apply to the extent any claim, loss, or liability is caused by the negligence of City or City's Parties. Licensee retains the right to select counsel of its choice in the event this Section is triggered. The obligations of this Section shall survive the expiration or termination of this Agreement.

SECTION 12. INSURANCE & RISK OF LOSS. Licensee shall, at its sole cost, maintain throughout the Term of this Agreement insurance reasonably acceptable to City, with the following minimum coverage:

(A) **Comprehensive General Liability Insurance:** Licensee shall maintain insurance on an occurrence form with a combined single limit of \$1,000,000 per occurrence and an annual aggregate limit of \$1,000,000, which shall include coverage for broad form property damage and personal injury liability.

In the above policy, Licensee agrees to waive and will require its insurers to waive any rights of subrogation or recovery they may have against City.

Licensee shall provide proof of coverage acceptable to City annually on the anniversary of the Effective Date. Any non-renewal or cancellation of required policies shall be effective only after City receives thirty (30) days' written notice from the insurer.

City will not insure, nor be responsible or liable for, any loss or damage, regardless of cause, to property of any kind, including loss of use thereof, owned, leased, or borrowed by the Licensee Parties, or their employees, agents, or contractors.

SECTION 13. NON-EXCLUSIVE LICENSE. This Agreement and the rights granted hereunder are non-exclusive. City shall have the right to enter the Property during the Term for any purposes set forth herein, provided such entry does not conflict with the rights granted to Licensee under this Agreement. City shall be responsible for any damage caused by City or City's Parties during such entry.

SECTION 14. NOTICES. Any notices which may be permitted or required under this Agreement shall be in writing and shall be deemed duly given as of the date and time the same are personally delivered, transmitted electronically (including by fax or email), or within three (3) days after depositing with the United States Postal Service, postage prepaid, by registered or certified mail, return receipt requested, or within one (1) day after depositing with overnight delivery service from which a receipt may be obtained, and addressed as follows:

To City: 126 South 7th Street
Wauchula, FL 33873
Attention: City Manager

With copies to: Kristie Hatcher-Bolin, Esquire
Gray-Robinson, P.A.
One Lake Morton Drive
Lakeland, FL 33801
Telephone: (863) 224-2200
kristie.hatcher-bolin@gray-robinson.com

To Licensee: Pamela R Sellers
Kassie L Knight
217 N 2nd Avenue
Wauchula, FL 33873

Either party may designate a different address for notices by providing written notice to the other party in accordance with this Section.

SECTION 15. ENTIRE AGREEMENT. This Agreement contains the entire agreement and understanding between Licensee and City relating to Licensee's license for the Property described in Exhibit "A" and supersedes all prior agreements, understandings, or representations, whether written or oral. This Agreement may only be amended, waived, discharged, or modified by a written instrument executed by the party against whom enforcement of such amendment, waiver, discharge, or modification is sought.

SECTION 16. GOVERNING LAW. This Agreement shall be interpreted and enforced under the laws of the State of Florida. Venue for any proceeding

arising under this Agreement shall be in the state courts of the Tenth Judicial Circuit in and for Hardee County, Florida.

SECTION 17. RELATIONSHIP OF PARTIES. Nothing in this Agreement shall be construed as creating a partnership, joint venture, or an employer/employee relationship between the parties. Licensee shall at all times be deemed an independent contractor and shall not be an agent or representative of City.

SECTION 18. EFFECTIVE DATE. When used herein, the term “Effective Date” shall mean the last date that either City or Licensee executes this Agreement.

SECTION 19. NON-WAIVER. No failure of either party to exercise any right or power under this Agreement, or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party’s right to demand exact compliance with the terms hereof.

SECTION 20. AMENDMENT ONLY BY WRITING. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by both Licensee and City.

SECTION 21. RECORDING. The parties may record this Agreement in the Official Records of Hardee County, Florida.

SECTION 22. SUCCESSORS/ASSIGNS. This License is personal to Licensee and shall not be assigned, transferred, or conveyed except with the prior written consent of City. The provisions of this Agreement shall inure to the benefit of and be binding upon Licensee and, if applicable, any permitted assignee approved in writing by City. Nothing in this Agreement shall create any right in any successor, heir, or other person to continue the License, and this License does not run with the land. City retains the exclusive right to revoke this License in accordance with the terms of this Agreement.

SECTION 23. TIMING. Time is of the essence of this Agreement. If any time for performance falls on a Saturday, Sunday, or legal holiday, such time shall be extended to the next business day.

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

CITY

**CITY OF WAUCHULA, a Florida
municipal corporation**

By:

Richard Nadaskay, Mayor

Date:

ATTEST:

Stephanie Camacho, City Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF WAUCHULA, FLORIDA, ONLY.

Kristie Hatcher-Bolin, City Attorney

Signed, sealed and delivered in the presence of:

LICENSEE

Name: _____

Title: _____

Date: _____

Print Name:

Print Name:

STATE OF FLORIDA
COUNTY OF HARDEE

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, _____, who is [] personally known to me or [] has produced _____ as identification and [] (did)/ [] (did not) take an oath.

Exhibit "A"

Begin at the northwest corner of Lot 1, Block 11 of Original Survey of the City of Wauchula, as per Plat recorded in Plat Book 1, Page 1-29(b), public records of Hardee County, Florida for Point of Beginning. Thence run an east-northeasterly direction along northern property line a distance of eighty-seven (87) feet, thence run north-northwest into the City of Wauchula's Right-of Way of E Oak Street, a distance of eight (8) feet, thence run west-southwest a distance of eighty-seven (87) feet, thence run south-southeast a distance of eight (8) feet to Point of Beginning.

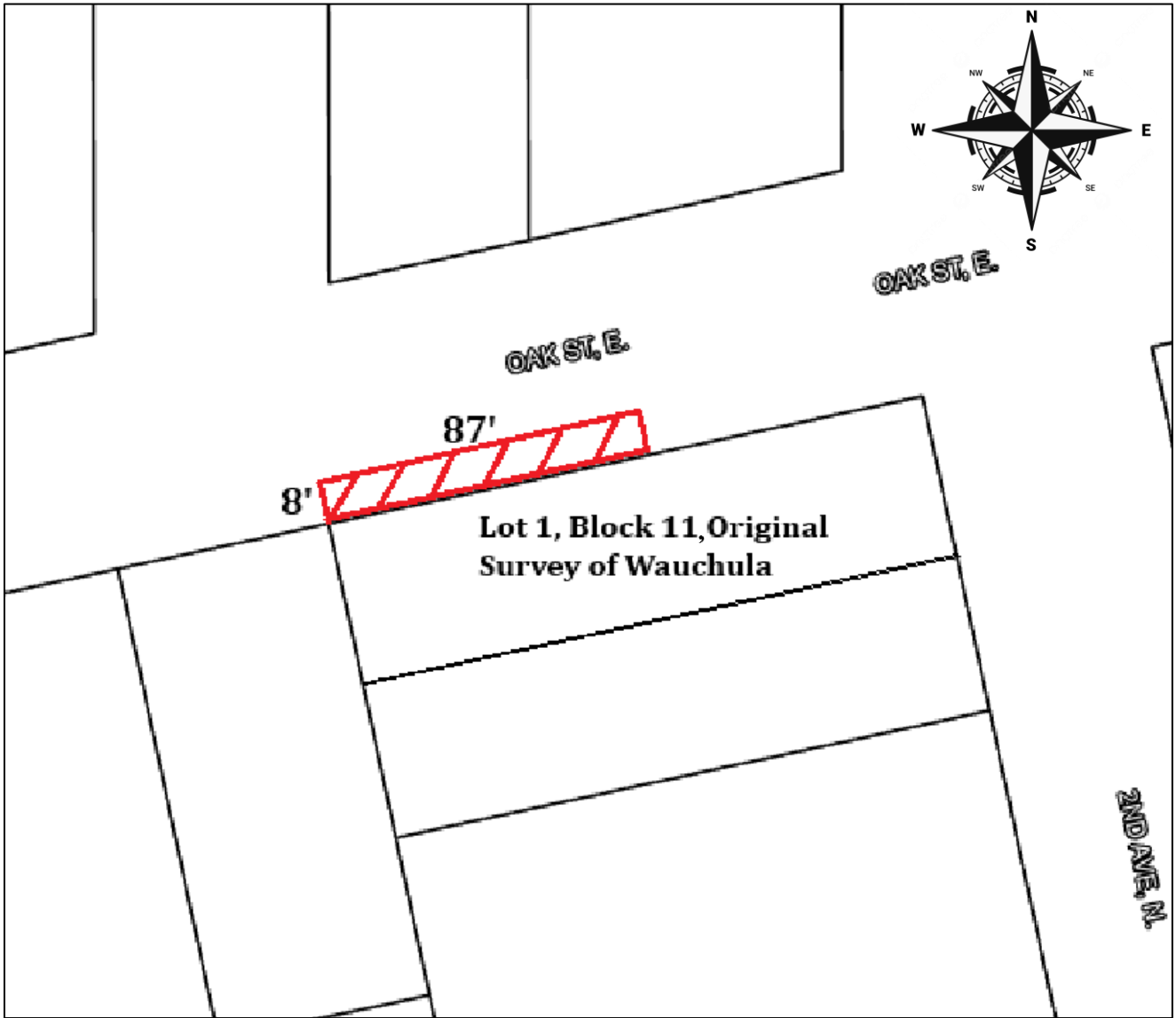


Exhibit "B"



