

**STORAGE LICENSE AGREEMENT**

**THIS AGREEMENT** made effective as of the **1<sup>st</sup> day of November, 2023** by and between:

**THE HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in St. Johns County, Florida, and whose mailing address is 3434 Colwell Ave., Suite 200, Tampa, Florida 33614 (the “District”)

- and -

\_\_\_\_\_ Date

(The “User”)

Address: \_\_\_\_\_

City, State, Zip/Postal Code: \_\_\_\_\_

Home Phone No: \_\_\_\_\_ Cell No: \_\_\_\_\_

Email: \_\_\_\_\_

**All Item(s) being stored:** \_\_\_\_\_

**Tag Number or Proof of Title:** \_\_\_\_\_

**Tag Expiration Date(s):** \_\_\_\_\_

**RV or Watercraft(s)/Trailer Length:** \_\_\_\_\_

**WITNESSETH:**

In consideration of the premises, the covenants conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

**1. Grant of License**

District hereby grants to User a license to use RV/Watercraft **Storage Space No.** \_\_\_\_\_, **Space Length** \_\_\_\_\_, **Space Fee Amount** \_\_\_\_\_, in the RV/Watercraft storage facility owned by the District and located along Heritage Landing Parkway, St. Augustine, Florida (the “Unit”), subject to the terms and conditions of this Agreement.

**2. Term**

The term (“Term”) of this License shall be for the period commencing on the date hereof through and until October 31, 2024

Notwithstanding the foregoing, User may terminate this License at any time upon thirty (30) days prior written notice. Upon User’s termination, the District shall refund to the User a

proportionate amount of the Fee, as said term is defined below, for the unused portion of the Term.

### **3. Payment / Consideration**

In consideration of the License herein granted, User agrees to pay to District a fee in the sum of the following upon execution of this Agreement (the "Fee"):

- a. **Spaces under 30 feet in length will be \$390.00 per year Spaces 30 feet and over in length, with the exception of space 49, will be \$585.00 per year**
- b. **Space #49, which is 56 feet in length, will be \$780.00 per year**

**Should User intend on using the Unit for another Term, User shall pay the Fee to the District in full at license signing. Annual renewal Fees will be due on the 1<sup>st</sup> day of the month in which the License Term renews. There will be a Ten Dollar (\$10.00) late payment Fee after the 1<sup>st</sup> of that month. If full payment is not received by the 5<sup>th</sup> business day of the month, then the license agreement and space will be made available to the next person on the waiting list.**

### **4. Purpose of License**

During the Term hereof, User shall only be permitted to use the Unit for the purpose of storing property wholly owned by User and property permitted by the Rules adopted by the District governing the RV/Watercraft Storage Facility. A copy of the rules are attached hereto as Exhibit "A" and incorporated herein by reference. By signing this agreement, User represents that he or she has read Exhibit "A" and agrees to comply with the rules and policies set forth therein, as well as any amendments or additions thereto. User agrees not to store collectibles, heirlooms, jewelry, and works of art or any property having special or sentimental value to User. User waives any and all claims for emotional or sentimental attachments to the stored property. Nothing herein contained shall constitute any agreement or admission by District that User's stored property has any value, nor shall anything alter the release of District's liability set forth below. User acknowledges and agrees that District is not engaged in the business of storing goods for hire and no bailment is created under this Agreement. District exercises neither care, custody nor control over User's stored property, and District shall have no duty to maintain any inventory or any other records of contents stored in the Unit.

### **5. Enforcement**

This Agreement shall be construed and governed in accordance with the laws of the State of Florida. The provisions of this Agreement may be enforced by all appropriate actions at law and in equity, including, without limitation, the right of District to terminate this Agreement.

### **6. Right of Entry**

District may enter User's Unit for any of, but not limited to, the following reasons: pest control, maintenance, inspection, repair, alteration and fire protection. Upon the request of District, User shall provide access to District to enter the Unit for the foregoing purposes. In case of

emergency, District may enter the Unit for any of the foregoing purposes without notice or consent from User, and District reserves the right to remove the contents of the Unit to another space. For the purposes of this paragraph, the term “emergency” means any sudden, unexpected occurrence or circumstance which demands immediate attention.

## **7. Expiration of Term**

Provided User pays the annual fee 30 days in advance of the end of the Term, the Term of this Agreement shall automatically renew. Should user fail to make such payment, the License granted by this Agreement shall automatically terminate as to the Unit and be of no further force and effect without the necessity of any further action by either party. Upon expiration of the Term or earlier termination of this Agreement, User shall immediately vacate the facility and surrender the Unit in the same condition in which User received the same, normal wear and tear excepted. Any items left in the Unit following such expiration or earlier termination of this Agreement may be removed by District at the sole cost and expense of User.

## **8. Compliance with Laws, Rules & Regulations**

In its use of the Unit and the facility, User shall faithfully observe all municipal and county ordinances and codes and all local, state and federal statutes, rules and regulations now in force or which may hereafter be in force. User further agrees to comply with the Rules and Regulations. The rules and regulations promulgated by District may condition access to the facility in any manner deemed reasonably necessary by District. User shall not store items in the Unit which are in violation of any order or requirements imposed by any governmental authority. User shall not do any act or cause to be done any act which creates or may create a nuisance in or upon the Unit or the facility.

## **9. Hazardous and Toxic Materials Prohibited**

User is strictly prohibited from storing or using materials in the Unit or in or around the facility which are classified as hazardous or toxic under any local, state or federal law or regulation and from engaging in any activity which produces such materials. User shall not store any welding or flammable, chemical, odorous, explosive or other inherently dangerous material in the Unit. User’s obligation of indemnity set forth in paragraph 13 specifically includes any cost, expenses, fines, liabilities, damages and/or penalties imposed against or suffered by District arising out of the storage or use of any hazardous or toxic materials by User, User’s agents, employees, invitees or guests. District may enter the Unit at any time to remove and dispose of prohibited items.

## **10. Indemnification**

In consideration of the License granted herein, User agrees that User, at all times, will indemnify and hold harmless District from all losses, damages, liabilities and expenses (including reasonable legal fees and court costs at trial and all appellate levels) whatsoever, which may arise or be claimed against District for any injuries or damages to the persons or property of any person, firm, corporation or entity, consequent upon or arising from use or occupancy of the Unit by User (or persons acting by, through or under User) or consequent upon or arising from any acts, omissions, neglect or fault of User, User’s agents, employees, invitees or guests. In case

District shall be made a party to any litigation commenced against User, User shall protect and hold District harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by District in connection with such litigation and any appeal thereof. The provisions of this paragraph shall survive the termination of this Agreement.

#### **11. Insurance**

User, at its sole expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of stored property. User's obligation to obtain insurance on User's property is a material condition of this Agreement and is for the benefit of both parties hereto. Failure to carry the required insurance is a breach of this Agreement and User assumes all risk or loss to stored property that would be covered by such insurance. User expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of User against District, District's agents or employees for loss or damage to stored property.

#### **12. No Liability**

District makes no representations or warranties whatsoever to User with respect to the condition of the Unit. User acknowledges and agrees that the agents and employees of District are not authorized to make any warranties about the Unit. **USER SHALL NOT BE ENTITLED TO RELY UPON ANY ORAL STATEMENTS MADE BY ANY AGENTS AND/OR EMPLOYEES OF DISTRICT AND SUCH STATEMENTS SHALL NOT CONSTITUTE WARRANTIES AND SHALL NOT BE DEEMED TO BE A PART OF THIS AGREEMENT.** User acknowledges and agrees that User has had an opportunity to inspect the Unit, and User is accepting the Unit on an "AS IS" basis "WITH ALL FAULTS" and User assumes all risk with respect to the condition thereof. User agrees that District will not be responsible for any loss, theft or damage to User's stored property or to any articles left therein or for any injury or death and hereby waives any claims against District for any such loss or damage to the stored property or injury or death, even if such loss, damage, injury or death is caused by the active or passive acts or negligence of District, its agents and/or employees or from any failure of, interruption or malfunction of the utilities, appliances or fixtures, if any, provided to User under this Agreement. User further acknowledges and agrees that **ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY, QUALITY OR FITNESS OF THE ASSIGNED STORAGE SPACE AND ALL OTHER IMPLIED WARRANTIES OF ANY KIND OR CHARACTER ARE SPECIFICALLY DISCLAIMED.**

#### **13. Locks**

The Unit must be securely locked with a locking device obtained by the User, at User's sole cost and expense, and approved by District. User shall not be permitted to utilize a combination lock. Upon the expiration or earlier termination of this Agreement, User shall be responsible for removing the lock. If User fails to remove the lock, District may use whatever means are reasonably necessary to remove the lock, including hiring a locksmith to remove the lock, and shall charge the costs of such removal to User.

**14. Alterations**

User shall not make or cause to be made any alterations of the Unit or facility, nor post any sign thereon. Furthermore, User shall not commit nor suffer to be committed any waste in or on the Unit or at the facility.

**15. Notices**

Any notice to be given under this Agreement shall be in writing and sent to the party to whom it is addressed by United States certified mail, postage prepaid, return receipt requested, personal hand delivery or overnight delivery with a nationally recognized overnight delivery service, at the address set forth below:

If to the District:

Heritage Landing Community Development District  
3434 Colwell Ave., Suite 200  
Tampa, Florida 33614  
Attn: District Manager

With a copy to:

Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: Wesley S. Haber

If to User:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Either party, from time to time, by such notice, may change its address for service of notice hereunder. Any notice sent by mail shall be deemed given three (3) days following the date of mailing. Any notice given by personal hand delivery shall be deemed given on the date delivered, and any notice sent by overnight delivery shall be deemed given on the day following the date sent.

**16. Time of Essence**

Time is of the essence in the performance of this Agreement by User, and in the payment of each and every installment of the Fee and other charges to be paid by User hereunder.

## **17. Assignability, Binding Effect**

User shall not assign, sublicense, transfer or otherwise encumber this License or any interest herein, to any other person or entity. All terms and provisions of this License to be observed and performed by User shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, agents, successors and permitted assigns. All expressed covenants of this Agreement shall be deemed to be covenants running with the land.

## **18. Attorneys Fees**

If either party defaults in the performance of any of the terms or provisions of this Agreement and by reason thereof the other party employs the services of an attorney to enforce performance of the covenants, or to perform any service based upon defaults, then in any of such events the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and all expenses and costs incurred by the prevailing party pertaining thereto (including costs and fees relating to any appeal) and in enforcement of any remedy. This provision shall survive the expiration or earlier termination of this Agreement.

## **19. Recording**

Neither this Agreement nor any notice hereof shall be recorded in the public records; provided, however, that nothing set forth herein shall preclude District from filing such instruments and notices as may be required for District to foreclose its lien on the stored property or otherwise exercise any of its remedies available at law or in equity.

## **20. Construction**

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation hereof. All of the parties to this Agreement have participated fully in the negotiation of this Agreement and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. In construing this Agreement, the singular shall be held to include the plural and vice versa, and reference to any particular gender shall be held to include every other and all genders.

## **21. Severability**

In the event that any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall continue in full force and effect.

## **22. Entire Agreement**

This Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and may be modified only by an agreement in writing signed and sealed by both of the parties. User acknowledges and agrees that User has not relied upon any

statement, representation, prior written or prior or contemporaneous oral promises, agreements or warranties except as such are expressed herein.

IN WITNESS WHEREOF the parties hereto have signed, sealed and delivered this Agreement in several counterparts, each of which shall be deemed an original, but all of which taken together constitute a single agreement, effective as of the date first above written.

**Attest:**

**Heritage Landing  
Community Development District**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

**Attest:**

\_\_\_\_\_  
User:

\_\_\_\_\_  
Print:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print: