

Use of Property Agreement

This agreement, made this 22nd day of November, 2024 by and between:

St. Luke's Evangelical Lutheran Church, Inc. of Slavia, Florida, (hereinafter referred to as the "Party") and Historic Oviedo Colored Schools Museum, Incorporated, (hereinafter referred to as "Museum") a non-profit organization.

Whereas, Museum is a 501(c)3 foundation formed to renovate the St. James A. M.E Church/Gabriella Colored School; and

Whereas, part of the rezoning process requires that Museum have parking agreements with local property owners to facilitate operation of the Museum;

Whereas, Party is the owner of the property located at 2021 WSR 426, Oviedo, Florida, Parcel ID Number 20-21-31-300-0100-0000 (hereinafter referred to as the "Property"); and

Whereas, Museum desires to use the Property to park vehicles for visitors to the Museum.

Now, therefore, in consideration of the foregoing recitations and the mutual covenants and promises hereinafter contained, the parties hereby agree as follows:

1. Museum shall be authorized to utilize six (6) parking spaces at the Property for their school tours and visitors to the Museum with the spaces to be designated by the parties to this Agreement between the hours of 9:00 a.m. and 3:00 p.m. Monday through Saturday. Museum is not to access or utilize any other

areas of the Property.

2. Museum shall be responsible for any damage to the Property caused by its use.

3. Party shall not be responsible for any damage to any vehicle including the contents thereof brought onto the Property by Museum.

4. Museum agrees to defend, indemnify, and hold harmless Party and all owners/their officers, directors, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable legal fees and costs arising in whole or in part and in any manner from acts, omissions, in connection with the use of the Property.

5. The term of this agreement shall commence on November 22, 2024 and terminate as provided for herein. Either party may terminate this agreement at any time for any reason or no reason, with or without cause, upon giving notice to the other party specifying a termination date no sooner than sixty (60) days after such notice is delivered.

6. The terms and conditions set forth represent the entirety of the agreement between the parties.

In Witness Whereof each party has signed and seals this Agreement the date first hereinbefore set forth.

ATTEST:

JUDITH D. SMITH PRES.
HISTORIC ONIEDO, COLORED
SCHOOLS MUSEUM, INC

By: Judith D. Smith

ATTEST:



By: Rod Jackson

Superintendent

St. Luke's Lutheran Church & School