

Prepared By and Return to:
Flagler County Attorney's Office
1769 E. Moody Blvd.
Bldg. #2, Suite 303
Bunnell, FL 32110

FERAL HOG MANAGEMENT LICENSE AGREEMENT

THIS FERAL HOG MANAGEMENT LICENSE AGREEMENT ("Agreement") is made and entered as of this 1st day of June, 2026, by and between Scott Musgrove, an individual, ("Licensee"), with an address of 95 c.r.110, Bunnell, FL 32110 and Flagler County, a political subdivision of the State of Florida ("County") with an address of 1769 E. Moody Blvd., Bldg. #2, Bunnell, Florida 32110.

WITNESSETH:

WHEREAS, the Licensee desires to utilize certain public park land owned by the County as depicted in Exhibit "A" attached hereto and by reference made a part hereof ("Premises") for the purpose of hunting and removing nuisance feral hogs ("Permitted Use"); and

WHEREAS, the County is agreeable to allowing Licensee to use the Premises for the Permitted Use subject to the terms and conditions as hereinafter provided in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are true and correct and are incorporated herein by this reference, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the County and the Licensee hereby agree as follows:

- 1) **PERMITTED USE.** The Licensee shall be allowed to use the Premises solely for activities associated with the hunting and removal of nuisance feral hogs.
- 2) **TERM OF AGREEMENT.** The term of this Agreement shall begin on June 1, 2026, and end on June 1, 2028. This Agreement shall automatically renew for an additional two-year period, from June 1st 2028 until June 1st, 2030, unless either party provides written notice to the other party, at least thirty (30) days before the expiration of the prior term, that it no longer wishes to renew the Agreement.]

- 3) **NON-EXCLUSIVITY.** Licensee acknowledges that additional licenses may be given by the County to others for similar or other uses of the Premises during the same time period prescribed by this Agreement. Licensee may use the Premises to the extent required to conduct the Permitted Use and shall not prevent any other authorized Licensees from conducting their approved activities.
- 4) **NO REPRESENTATIONS BY COUNTY.** The County makes no representations or warranties to the Licensee regarding the above-described Premises including, without limitation, the status of the County's title to, the zoning of, the condition of (including the environmental condition) or the suitability of the above-described Premises for use by Licensee.
- 5) **COMPLIANCE WITH APPLICABLE LAWS AND OTHER AGREEMENTS AFFECTING PREMISES.** The Licensee will comply with all laws, governmental regulations, and ordinances of Flagler County with regard to the use of the Premises and shall, at his own expense, procure and maintain current any permits, licenses, etc., which may be required by law in connection with the Permitted Use. In addition, Licensee shall comply with Chapter 5C-21.015, Florida Administrative Code, Title 9, Animals and Animal Products, of the Code of Federal Regulations, the Florida Wildlife Code, Division Number 68A of the Florida Administrative Code, and Florida Fish and Wildlife Conservation Commission rules and regulations, and any other applicable federal, state, and local laws.
- 6) **INDEMNITY.** Licensee shall indemnify the County from and against all liability, loss, claims, and damages of whatever kind or nature which the County may sustain, suffer, incur, or be required to pay by reason of allowing the Licensee to utilize the above-described Premises pursuant to the terms hereof.
- 7) **CLEANUP.** The Licensee shall be responsible for providing all clean-up of the above-described Premises. This clean-up shall consist of returning the above-described Premises to the condition in which it was found before use by the Licensee. The Licensee, in making use of the above-described Premises, shall bear financial responsibility for damage caused by Licensee in connection with the use of the said Premises (including all structures and/or improvements located thereon) occurring during its use thereof.
- 8) **RIGHT OF COUNTY TO ENTER.** The Licensee agrees that the County shall at all times during the Licensee's use or occupancy of the above-described Premises have full power and authority to enter onto the same to ensure that the Licensee is in full compliance with the terms of this Agreement.

- 9) **TERMINATION.** The County may terminate this Agreement, in its sole discretion and for any reason whatsoever, upon providing Licensee with written notice not less than ten (10) days prior to the termination date. In such event, Licensee shall have five (5) days from the date of any notice to terminate in which to remove any and all personal property, traps or other equipment, and vacate the Premises.

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- 10) **NOTICES.** Any notices required or permitted to be given under this Agreement shall be by certified mail and addressed to the respective parties at the following addresses:

County Administrator
1769 East Moody Blvd., Bldg. 2, Suite 302
Bunnell, FL 32110

Scott Musgrove
95 c.r. 110
Bunnell, FL 32110

- 11) **NO AGENT.** It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-parties between the parties hereto, or as constituting the Licensee as the agent, representative, or employee of Flagler County for any purpose or in any matter whatsoever.
- 12) **HAZARDOUS WASTE AND MATERIALS.** At no time shall the Licensee treat, dispose of, place, or store on the Premises, or permit any other party to treat, dispose of, place, or store on the Premises, any material which requires a governmental permit for the storage, treatment, disposal, handling or maintenance thereof. As used herein, "storage" includes the keeping of material in the open on the above-described Premises, or in a truck or other vehicle on the Premises. The Licensee shall not use or place or permit the use of or placement of explosives or explosive materials (whether solid, liquid or gaseous) on the Premises.
- 13) **ASSIGNABILITY.** This Agreement may not be assigned or transferred by the Licensee.
- 14) **IMPROVEMENTS TO THE PREMISES.** The Licensee shall not make any permanent alterations, changes, or improvements to the above-described Premises. However, the Licensee may make temporary alterations, changes, or improvements to the Premises so long as said temporary alterations, changes or improvements are first approved in writing by the County, and are in compliance with all applicable laws, ordinances and regulations. The Licensee shall also repair all damage to the Premises

caused by Licensee in connection with said temporary alterations, changes, or improvements or arising from Licensee's use of the Premises at the Licensee's sole cost and expense.

- 15) **NO DISCRIMINATION.** In connection with the use of the above-described Premises, the Licensee shall not discriminate against any person based on that person's race, color, religion, national origin, sex, sexual orientation, age, handicap, familial status or marital status.
- 16) **ASSUMPTION OF RISK.** Licensee is under a duty to be vigilant for Licensee's own safety as well as the safety of others. Licensee understands and agrees that he is responsible for his own personal safety and the personal safety of any and all persons accompanying Licensee on the Premises or accessing the Premises under the direction of Licensee. Licensee is fully knowledgeable of the risks that are generally associated with traversing the Premises, which are in a substantially natural condition, and assumes all such risks. Licensee also assumes all risks associated with traversing County lands in a motor vehicle and takes access "as is." Licensee voluntarily assumes any other risks, of every kind whatsoever, whether natural or artificial, while conducting activities on the Premises pursuant to this Agreement.
- 17) **ATTORNEYS' FEES.** In connection with any legal proceedings, including appellate proceedings, arising out of the enforcement of this Agreement or for any action for possession of the above-described Premises, or for damages, or for the collection of any payment required that may be collected by suit, each party shall be responsible for its own legal costs, fees, expenses.
- 18) **NO PROPERTY INTEREST.** The Licensee's temporary use of the above-described Premises constitutes a revocable license. Nothing herein is intended or shall be interpreted as a transfer of property interest of any nature whatsoever by the County to the Licensee, including, without limitation a lease or easement interest.
- 19) **MISCELLANEOUS.** This Agreement constitutes the entire understanding between the County and Licensee regarding the use of the Premises by Licensee and may not be modified except in writing executed by both parties. The headings contained herein are for convenience only and shall not be interpreted as defining or limiting the scope of the Agreement or any section contained herein. The execution of this Agreement has been duly authorized by Licensee and the terms hereof are binding upon both parties.
- 20) **CONTINGENCIES.** This Agreement is contingent upon the following conditions:

- a. Licensee may have three (3) assigned agents to aid in the activities associated with the Permitted Use. Only the Licensee, and his agents, are to be on the Premises at any given time. The Licensee shall be responsible at all times for the actions of the agents.
- b. Licensee and Licensee's agents shall be required to have a current hunting license, and a copy of this Agreement on their person at all times while on the Premises.
- c. Licensee shall assist in the protection of the Premises against trespassers, poachers, and vandals to the best of his ability and immediately report all acts of trespass and vandalism to the County and to proper authorities.
- d. All aspects of Licensee's activities including, but not limited to, determination of access (ingress and egress) routes, dates and times of access, and listings of agents accompanying Licensee on the Premises, shall be coordinated with and approved in advance with Flagler County Land Management at 386-313-4073. Licensee must give at least twenty four (24) hours' notice prior to entering Premises to the Public Lands and Natural Resources Manager ("Land Manager") or their designee, unless waived in advance.
- e. Feral hogs shall not be removed from the Premises unless Licensee is a registered Feral Swine Dealer with the Florida Department of Agriculture and Consumer Services and such cause for live removal is approved by the Land Manager prior to such removal.
- f. Waste from the butchering of feral hogs shall be buried to a depth of three (3) feet on the Premises or shall be removed from the Premises.
- g. During the Term of this Agreement, Licensee shall provide a report, on a monthly basis, to the Flagler County Land Management/Land Manager or their designee, 1769 East Moody Blvd., Bldg. 2, Bunnell, Florida 32110, setting forth the result of the previous month's harvest. Reports can be submitted by electronic mail to Land Management if agreed to by the parties.
- h. The County retains the right to close access to all or any portion of the Premises, or to impose additional restrictions and/or limitations deemed necessary in the County's sole discretion including, but not limited to, conditions regarding allowable days or times of use or restrictions regarding the use of lights or other equipment.

- i. Only three (3) licensed vehicles may be used at any given time. Licensee shall provide the County with the description, tag number and vehicle identification number for each vehicle or vessel to be used on the Premises. Vehicles must have current state license tags. Vessels must have current state boater's registration. The use of all-terrain vehicles ("ATVs") on the Premises shall be limited to activities associated with the Permitted Use. The use of ATV's for any activity not related to the Permitted Use is expressly prohibited.
- j. Killing, molesting, or trapping of any wildlife, other than the killing or trapping of feral hogs, is prohibited.
- k. Licensee and licensee's agents, if any, shall sign a Hold Harmless form, attached as Exhibit "B" hereto, which must be on file with the County prior to entering the Premises.
- l. A person convicted of a felony is not eligible to be a licensee or agent.
- m. Licensee shall greet each person they meet (the public, County staff and law enforcement) on the Premises by introducing themselves and explaining their purpose of being on the Premises.
- n. Licensee shall not engage in any act or omission which may set fire to any part of the Premises or unreasonably increase the risk of wildfire on the Premises.
- o. Licensee, at Licensee's expense, shall maintain liability insurance with an insurance company, licensed to do business in the State of Florida, to cover Licensee's activities on the Premises and Licensee's obligations under this Agreement, in an amount not less than one million (\$1,000,000.00) dollars for damage or injury to person and property. The parties agree that said coverage shall not waive the County's defense of sovereign immunity or increase the limits of the County's liability in excess of the statutory cap provided under Section 768.28, Florida Statutes. Prior to the beginning of the Term, the Licensee will file with the County a certificate of insurance, acceptable to the County, providing evidence that Licensee has in full force and effect, the insurance required herein. The certificate shall contain provisions that provide, without limitation, the following:
 - 1. That the County is a named or additional insured.

2. That the coverage afforded under the policy will not be canceled or materially changed until at least 30 days prior written notice has been given to the County.
- p. In no event shall any person discharge a firearm or have a loaded firearm while under the influence of alcohol or drugs.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the Licensee has executed this Agreement as of the date first above set forth.

WITNESSES:

London J.T. Parker
(Signature)

London J.T. Parker
(Print or type name)

Charles Crawford
(Signature)

Charles Crawford
(Print or Type Name)

LICENSEE:

Scott Musgrove
(Signature)

Scott Musgrove
(Print or type name)

STATE OF FLORIDA)
COUNTY OF FLAGLER)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ remote notarization, this 31 day of May, 2026 by Scott Musgrove. Such person is ☒ personally known to me or ☐ produced a valid government issued identification.

(NOTARY PUBLIC SEAL)

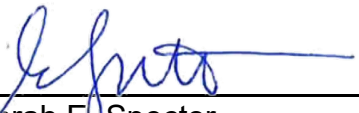
Julie P. Burger
Notary Public



JULIE P. BURGER
Commission # HH 266853
Expires September 19, 2026

Approved as to Form:

County:
Flagler County Board of County
Commissioners



Sarah E. Spector
Assistant County Attorney

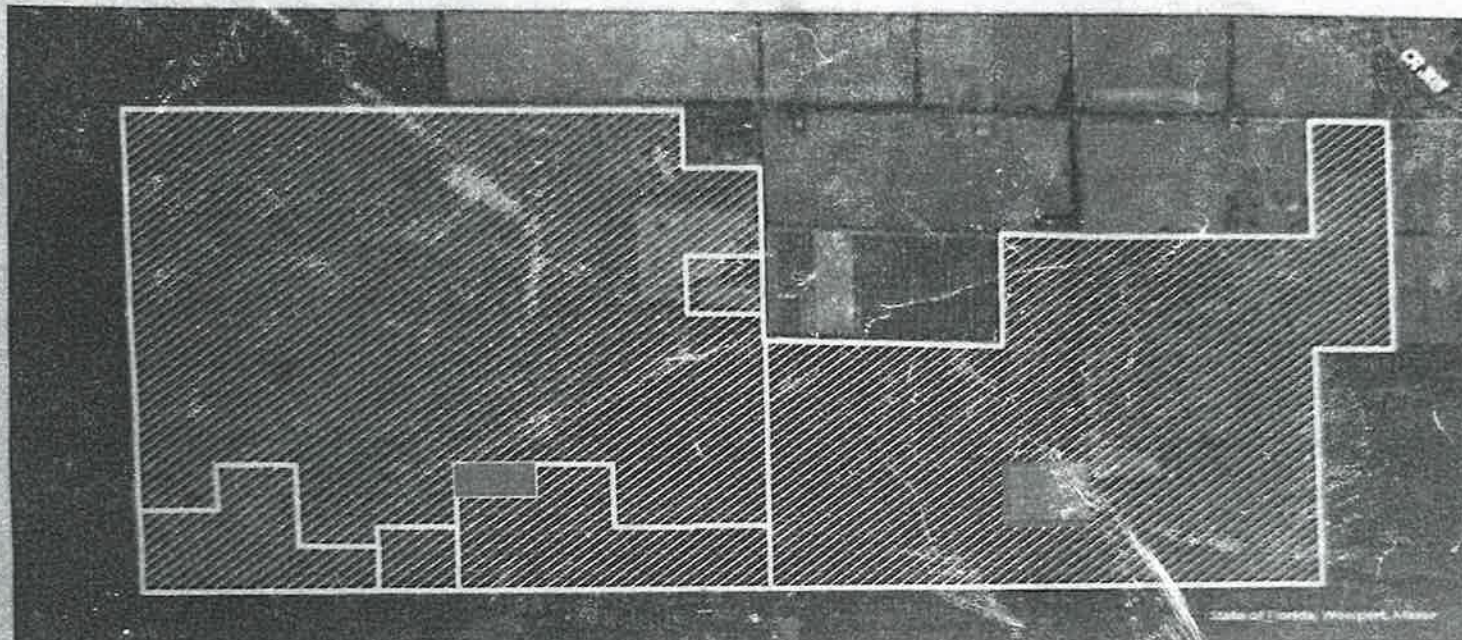
Adam Mengel
Interim County Administrator

EXHIBIT "A"

Land Boundary of Feral Hog Management License

EXHIBIT "A"

Limits of Hunting Lease for



Legend

- county_roads
- Outparcels
- Haw_Creek_Parcel_Line
- County-Owned

Licensed area approximately 1050 acres
Outparcels are not included in license.

EXHIBIT "B"

HOLD HARMLESS, WAIVER & RELEASE AGREEMENT

I, Scott Musgrave, am engaged in feral hog removal on public land in Flagler County, Florida.

In consideration for Flagler County providing me this opportunity, I, the undersigned, agree to defend and hold harmless Flagler County and its officers, directors, employees, agents, and assignees from any liability judgments, claims, and costs including reasonable attorneys' fees, for damages or injury arising out of or in connection with any and all acts of negligent conduct or willful misconduct on the part of the undersigned, however caused, during any activity. I agree that I will defend at my own expense any and all actions, lawsuits or proceedings which may be brought against Flagler County in connection with the above and shall satisfy, pay, and discharge any and all judgments that may be entered against Flagler County in any such proceedings.

In addition, for myself and my family, heirs, executors, representatives, administrators, and assigns, I hereby hold harmless, waive, release, and forever discharge Flagler County, Florida, and its respective officers, directors, employees, agents, and affiliated organizations from and against any and all claims, liabilities, and causes of action, whether foreseeable or unforeseeable, which may at any time arise out of or relate in any manner, directly or indirectly, to my involvement in the activities associated with the hunting and removal of feral hogs. This waiver and release shall include, but not be limited to, a release of all claims, liabilities, and causes of action which may arise at any time in connection with any personal or other injury to myself or others, or death caused by or related to my participation in any activities associated with the hunting and removal of feral hogs.

I understand that while I am engaged in the activities of hunting and removing of feral hogs, I am **NOT** an employee of Flagler County and because I am not an employee, I am **NOT** eligible for Workers Compensation coverage pursuant to Florida Statute Chapter 440 or any other employee benefit provided by Flagler County to its employees.

Signature: _____

Date: 5/31/20

Witness: _____

Date: 5/31/20