

LICENSE AGREEMENT FOR IMPROVEMENTS WITHIN CITY UTILITY EASEMENT

THIS LICENSE AGREEMENT FOR IMPROVEMENTS WITHIN CITY UTILITY EASEMENT, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Safety Harbor, Florida located at 750 Main Street, Safety Harbor, FL 34695 (Licensor) and \_\_\_\_\_ [insert owner name as reflected on last deed] \_\_\_\_\_, whose mailing address is \_\_\_\_\_ (Licensee).

WITNESSETH:

WHEREAS, Licensee is the fee simple owner of that certain property located in Safety Harbor, Florida at [insert address] \_\_\_\_\_ and legally described as: [insert legal description of property] \_\_\_\_\_ (the Property); and

WHEREAS, Licensor has a utility easement on the Property as indicated and shown on Exhibit A (the Easement Area); and

WHEREAS, Licensee wishes to erect certain improvements in the Easement Area as further shown, indicated, and described on Exhibit A (the Improvements); and

WHEREAS, Licensor is agreeable to Licensee erecting the Improvements within the Easement Area under the terms and conditions contained in this Agreement.

NOW THEREFORE, the parties, in consideration of the mutual promises and understandings hereinafter set forth, agree as follows:

- 1. Recitals. The above recitals are true and correct and are adopted herein by reference.
2. Construction of the Improvements. Licensor hereby grants Licensee a non-exclusive license to install, construct, maintain, repair, and/or replace the Improvements within the Easement Area pursuant to Section 158.00(G) of the Safety Harbor Comprehensive Zoning and Land Development Code in the area shown and described on Exhibit A. Licensee shall ensure that, at all times, the Improvements comply with all applicable ordinances, regulations, and codes.
3. Maintenance of the Improvements. Licensee agrees to maintain the Improvements to the satisfaction of Licensor and to make any and all necessary repairs to and/or replacements of the Improvements or any portion thereof as Licensor deems necessary. Licensee agrees that any damage, removal, or replacement of the Improvements done for the Licensor's access to or use of the Easement Area shall be done at Licensee's expense. If Licensor removes the Improvements or any portion thereof for any reason, Licensor shall have no obligation to replace the Improvements or portion thereof or to compensate Licensee for its removal or replacement. In the event, that Licensor removes the Improvements or any portion thereof for any reason it shall be the sole responsibility of Licensee to replace the Improvements or portion thereof so removed and to pay any associated costs incurred by Licensee in such replacement, including any costs related to damage to the Improvements during removal and prior to replacement. If Licensor has to perform any maintenance, repairs or replacement of the Improvements, Licensor shall have the right to receive reimbursement from Licensee and Licensee shall be obligated to reimburse Licensor for any costs it incurs in maintaining, repairing or replacing the Improvements. Licensor reserves the right to remove the Improvements, at its sole discretion, in the event that Licensee fails to maintain the Improvements to the satisfaction of Licensor.
4. Permit Nothing herein shall be construed as waiving any requirements for the Licensee, its heirs, legal representatives, successors and/or assigns from applying for and receiving from Licensor any and all necessary permits as required by all applicable ordinances, regulations, or codes. Licensee shall take all other required actions prior to any installation, construction, maintenance, repair or replacement activity.

5. Termination. Licensors may terminate this Agreement at any time, for any reason. Upon termination of this Agreement, Licensee shall be required to remove the Improvements and restore the Easement Area back to the condition as it existed prior to the installation of the Improvements, or as near as possible, to the satisfaction of Licensors's designated agent, within thirty (30) days unless a longer period is provided by Licensors.

6. Indemnification. The Licensee, its heirs, representatives, successors, and assigns agree to assume liability for and indemnify, hold harmless and defend Licensors, its commissioners, mayor, officers, employees, agents and attorneys of, from, and against all liability and expenses, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, including suits in equity and claims for personal injury or property damage, including loss of use, caused by the negligent or-deliberate acts or omissions of the Licensee, its agents, officers, employees or agents, arising in any way out of Licensee's installation, construction, maintenance, repair or replacement of the Improvements, or arising in any way out of the existence of the Improvements in the Easement Area.

7. Attorneys' Fees. In the event litigation is required by Licensors to enforce the terms of this Agreement, the Licensors shall, in addition to all other relief granted or awarded by the court, be entitled to judgment for reasonable attorney's fees and costs incurred by reason of such action, including those incurred in preparation thereof. This provision shall survive termination of this Agreement.

8. Nature of License. No legal title, easement or other possessory interest in the Easement Area shall be deemed to be construed or created or vested in Licensee by any provision of this Agreement.

9. Recordation and Binding Effect. Upon execution, this Agreement shall be recorded in the Official Records in and for Pinellas County. Licensee shall be solely responsible for all recording costs. This Agreement shall be and constitute covenants running with title to the Property and shall be binding upon the Property and Licensee's, heirs, successors, transferees, legal representatives, and/or assigns.

THE PARTIES have executed this Agreement as of the date first above written.

CITY OF SAFETY HARBOR

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
CITY MANAGER OR DESIGNEE

PROPERTY OWNER

By: \_\_\_\_\_ DATE: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Print, Type or Stamp Commissioned Name

EXHIBIT A  
Easement Area and Depiction of Improvements