LICENSE AND EASEMENT AGREEMENT

This License and easement Agreement dated this _____ day of (Month), (Year) between the City of Oakland Park, Florida, a Florida Municipality (hereinafter referred to as "CITY") and (Company Name) Incorporated, a Florida Corporation (hereinafter referred to as "CONTRACTOR")

WHEREAS, the CITY, in its efforts to minimize negative impact of construction activities on residents, has provided a staging area to the CONTRACTOR.

WHEREAS, the CITY is the owner of the tract of real property and right-of-way located in the City and has offered its assistance to the CONTRACTOR to store and process material and equipment for (Project Name) Project on (Give legal description of property)

WHEREAS, the CITY and CONTRACTOR have agreed to enter into a License and Easement Agreement to utilize the Site described on Exhibit A as temporary construction facility.

WITNESS

In consideration of $10.00 (Ten Dollars) and other valuable consideration, the City does hereby covenant and agrees and grants to the CONTRACTOR a license to store and process material and equipment on the land in accordance with terms set forth herein:

1. The CITY does grant to the CONTRACTOR a License and temporary easement upon the property so as to allow the CONTRACTOR to use, travel upon, cross, and utilize as a storage and temporary construction facility for the duration of the construction as specified in the contract between Broward County and the contractor for the Bid Pack 7 contract related to improvements in the North Andrews Gardens Neighborhood Improvement Project.
2. The CONTRACTOR agrees to pay the CITY a license fee for the term of this agreement in the amount of $10.00 (Ten Dollars) for use of the property.
3. The City does hereby agree and acknowledge that the CONTRACTOR shall have the right to enter on to and travel across the property for purposes of storing and processing construction material and equipment. For purposes of this agreement, material shall be defined as pipe and appurtenances, rock, dirt that can be processed and stored on the property. Equipment shall be defined as any truck and heavy construction equipment that can be parked on the property.
4. The CONTRACTOR agrees that it shall not store or process any hazardous material on the property.
5. The CONTRACTOR does agree to indemnify the CITY and hold it harmless from any and all damages, claims, actions of any kind whatsoever that may be initiated against the CITY as a direct result of the CONTRACTOR'S use and storage and processing on the property.

6. The CONTRACTOR agrees to indemnify the CITY and be responsible for any remedial actions required of an environmental nature for any change in the

environmental condition of the property that occurs as a direct result and consequence of the CONTRACTOR's storage of material and equipment on the land.

7. The CONTRACTOR agrees to construct a screened fence along the perimeter of this staging area and around the drip line of any trees that may be affected. Further more, when construction is complete, property is to be restored to an as good or better condition.
8. This agreement shall not be recorded in the Public record of any County.
9. The CITY reserves the right to terminate the Agreement at any time prior to the expiration of the term.
10. If any provision or provisions of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
11. This Agreement will be governed by the laws of the State of Florida. It constitutes the complete and exclusive statement of the Agreement between the parties which supersedes all proposals, oral or written, and all other communications between the parties related to the subject matter of this Agreement. Any future change or modification of this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the City and the CONTRACTOR have caused this instrument to be executed in their corporate names and respective seals to be hereunto affixed in duplicated the day first hereinafter written by their undersigned official's thereunto lawfully authorized.

Signed, sealed and
Delivered in the presence of:

_____

_____

_____

(Company Name)Incorporated
a Florida Corporation

By:_____
(Representative Name and Title)

Date: _____

CITY OF OAKLAND PARK, a political Subdivision of the State of Florida

By:_____
John Stunson, City Manager

Attest: _____
Janette Smith, City Clerk

Date: _____