

FENCE LICENSE AGREEMENT

THIS FENCE LICENSE AGREEMENT, is made and entered into this _____ day of _____, 20_____, by and between the City of Safety Harbor, located at 750 Main Street, Safety Harbor, FL 34695 (hereinafter "Licensor") and [insert owner name as reflected on last deed] _____, whose mailing address is _____ (hereinafter "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 shown on Exhibit A (the "Easement Area"); and

WHEREAS, Licensee wishes to erect a fence in the Easement Area, and

WHEREAS, Licensor is agreeable to Licensee erecting a fence 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 Fence. Licensor hereby grants Licensee a non-exclusive license to install, construct, maintain, repair, and/or replace a fence within the Easement Area pursuant to Section 158.00(G) of the Safety Harbor Comprehensive Zoning and Land Development Code and as indicated on a survey or other diagram showing the location of the fence within the Easement Area as shown on Exhibit A. Licensee shall ensure that, at all times, the fence complies with all applicable ordinances, regulations, and codes.
3. Maintenance of Fence. Licensee agrees to maintain the fence to the satisfaction of Licensor and to make any and all necessary repairs to and/or replacements of the fence or any portion thereof as Licensor deems necessary. Licensee agrees that any removal or replacement of the fence done for the Licensor's access to or use of the Easement Area shall be done at Licensee's expense. If Licensor removes the fence or any portion thereof for any reason, Licensor shall have no obligation to replace the fence or portion thereof or to compensate Licensee for its removal or replacement. In the event, that Licensor removes the fence or any portion thereof for any reason it shall be the sole responsibility of Licensee to replace the fence 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 fence during removal and prior to replacement. If Licensor has to perform any maintenance, repairs or replacement of the fence, 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 fence. Licensor reserves the right to remove the fence, at its sole discretion, in the event that Licensee fails to maintain the fence 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. Licensor may terminate this Agreement at any time, for any reason. Upon termination of this Agreement, Licensee shall be required to remove the fence and restore the Easement Area back to the condition as it existed prior to the installation of the fence, or as near as possible, to the

satisfaction of Licensor's designated agent, within thirty (30) days unless a longer period is provided by Licensor.

6. Indemnification. The Licensee, its heirs, representatives, successors, and assigns agree to assume liability for and indemnify, hold harmless and defend Licensor, 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 fence, or arising in any way out of the existence of the fence in the Easement Area.

7. Attorneys' Fees. In the event litigation is required by Licensor to enforce the terms of this Agreement, the Licensor 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 PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
_____, by _____

(PROPERTY OWNER). He/she has produced _____

(type of identification) as identification or is personally known to me.

(NOTARY SEAL)

Notary Public, State of Florida

Notarial Serial Number/Stamp

EXHIBIT A
Easement Area and Depiction of Fence