

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is hereby made and entered into this _____ day of _____, 199__, by and between **[insert property owner(s)]** whose address is **[insert mailing address]** (hereinafter referred to as the "LICENSOR") and the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, a State agency existing under chapter 403, Florida Statutes, whose address is Twin Towers Office Building, 2600 Blair Stone Road, Tallahassee, FL 32399-2400 (hereinafter referred to as the "DEPARTMENT").

WITNESSETH:

WHEREAS, LICENSOR is the fee simple owner of certain real property located in **[insert county]** County, Florida, as more particularly identified in Exhibit "A", attached hereto and by reference made a part hereof; and

WHEREAS, DEPARTMENT desires to use LICENSOR's property for the purpose of **[insert description of site activities]**; and

WHEREAS, the DEPARTMENT's actions on the property will result in **[insert benefits of site activities]** in the area of the LICENSOR's property; and

WHEREAS, LICENSOR desires to grant to DEPARTMENT a license for the aforementioned purpose.

NOW, THEREFORE, for and in consideration of the terms, conditions and mutual covenants contained herein and other good and valuable consideration received by each party, the sufficiency of which are hereby acknowledged, LICENSOR and DEPARTMENT, hereby agree as follows:

1. LICENSOR hereby grants DEPARTMENT, its agents, servants and assigns the right, privilege and license to use the property described in Exhibit "A" (License Area) to locate, construct, install, operate, inspect, alter, improve, maintain, repair, move and rebuild **[insert description of components]** on, upon and across said License Area; and attain ingress and egress to and upon said License Area for the purpose of exercising the rights, privileges and license granted herein.
2. This License is granted for a primary term of **[insert duration]** years from the date first written above and shall continue in full force and effect thereafter until terminated by LICENSOR or DEPARTMENT on **[insert duration]** days written notice.
3. LICENSOR retains the right to use the License Area in any manner not inconsistent with the rights herein granted to DEPARTMENT provided, however, that the LICENSOR shall not disturb the **[insert description of equipment and other property]** in any way without prior approval by the DEPARTMENT.
4. The DEPARTMENT expressly acknowledges and accepts its responsibility under applicable law (Section 768.28, Florida Statutes) for loss, damage, or injury to persons or

property, arising out of or resulting from **[insert description of activities]**, or authorized use of the License Area, unless, however, such claim or demand shall arise out of or result from the negligence or willful misconduct of LICENSOR, its servants, agents, employees, or assigns.

5. DEPARTMENT agrees that any and all work performed on the Premises and in association with the purposes of this License shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances.
6. Upon termination of this License Agreement, DEPARTMENT shall, within a reasonable time and at DEPARTMENT's sole cost and expense, remove all equipment, accessories, and materials owned by DEPARTMENT from the License Area and restore said License Area as nearly as practicable to its condition prior to the granting of the License.
7. DEPARTMENT shall not allow the general public to access, use or enter upon the License Area.
8. Nothing herein shall be construed to be an admission of liability by either party for any purposes.

Approved as to form and function: _____

Signature of DEP Attorney

Date

IN WITNESS WHEREOF, the undersigned parties have executed this License Agreement on the day and year first above written.

LICENSOR:

Signed: _____ Print Name: _____

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 199__ by _____, who is personally known to me or has produced _____ as identification and who did not take an oath.

Notary Stamp:

Signature of Notary Public Taking Acknowledgment

Print Name: _____

Serial Number (if any): _____

Commission Expires: _____

Attest: _____

DEPARTMENT:

Florida Department of Environmental Protection

By: _____

Print Name: _____, Director, Division of Waste Management

STATE OF FLORIDA, COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 199__ by _____, who is personally known to me or has produced _____ as identification and who did not take an oath.

Notary Stamp:

Signature of Notary Public Taking Acknowledgment

Print Name: _____

Serial Number (if any): _____

Commission Expires: _____

Attest: _____