



Return to:
City Clerk
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

Tax Id: _____
[LICENSEE'S PROPERTY]

LICENSE AGREEMENT
SALT WATER ACCESS

THIS LICENSE AGREEMENT, entered into this _____ day of _____, 20__, by and between the **City of Palm Coast**, a Florida municipal corporation ("Licensor" or "City"), whose mailing address is 160 Lake Avenue, Palm Coast, Florida 32164 and

_____, as **Trustee(s) of the**
(Print all property owners as shown on the deed)

_____ **Trust dated** _____ ("Licensee")
whose property address is _____ (License Address).

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the parties agree as follows:

1. City grants to Licensee the right to enter upon and use the City's real property described in **Exhibit "A"** (the "Property"), for the purpose of a dock and access to the dock.

Specific uses may include, but are not limited to, constructing and maintaining a dock upon the Property to the extent such is approved by the City of Palm Coast and in compliance with any policies adopted by the City.

2. The term of this License Agreement shall be from the date of this License Agreement, until the Licensee or Licensee's successors no longer own the property described in **Exhibit "B"** ("Licensee's Property"). Upon the termination of this License Agreement, the Licensee shall immediately surrender the Property to the City.

3. Nothing in this License Agreement grants the Licensee any interest, ownership, or otherwise in the Property.

4. This License Agreement may not be assigned by the Licensee except by sale of Licensee's Property.

5. Licensee understands and agrees that should any modifications on the Property, or any failure to maintain the same, in the sole judgment of City, result in the Property becoming an

eyesore, hazard, or otherwise in violation of the policies of the City, City will have the right, upon reasonable notice, to revoke this License Agreement and require the Licensee to immediately remove the dock at the Licensee's sole expense. If Licensee fails to remove the dock, the City may remove the dock, and Licensee must immediately thereafter reimburse City for said cost and expense.

6. In the event Licensee fails to reimburse City as provided in Paragraph 5 above, a lien shall be imposed on the Licensee's Property, in the amount of such costs.

7. Licensee shall indemnify and hold harmless City, its agents, successors, and assigns, from any claim whatsoever, including but not limited to, costs and attorney's fees arising from the entry onto the Property, the existence of any structure on the Property or its use, or any environmental contamination, including from lead based paint and asbestos. Licensee agrees to release City from and against any and all claims, of whatsoever nature or form, arising out of or pertaining to any damages arising from the City's maintenance work or dredging on or about the Property.

8. Licensee acknowledges that it has inspected the Property and that the Property is suitable for Licensee's intended use. City makes no representations or warranties as to the safety or suitability of the Property for such intended use. Licensee agrees to assume all risks in its use and be solely responsible for security of or loss to any personal property of Licensee brought onto the Property.

9. Licensee expressly acknowledges and agrees that the Property is to be accepted by Licensee in an "AS IS WHERE-IS" condition. Licensee, as its sole cost and expense, shall be responsible for all maintenance, repairs, utilities and upkeep to the Property. Other than the proposed dock, Licensee shall make no additions on the Property and no structural alterations, improvements, or additions, to the structures, or improvements on the Property. Licensee agrees to promptly pay, before delinquency, all charges for water, gas, electricity, television, cable and all other utility services used on the Property when due. Licensee shall keep the Property free and clear of any liens or encumbrances which may arise as a result of actions by the Licensee.

10. Licensee shall make any and all repairs to the Property deemed reasonably necessary by City proximately arising out of or in connection with Licensee's entry upon the Property under this License Agreement. The provisions of this section shall survive termination or expiration of this License Agreement.

11. Nothing contained in this License Agreement shall create or be deemed to create any partnership or joint venture relationship between City and Licensee, and Licensee shall have no power or right to obligate or bind City in any manner whatsoever.

12. City shall have the right to enter upon the Property at all times for any official City related purpose, including, without limitation, inspecting the Property or making improvements or repairs. City shall provide reasonable advance notice before performing maintenance work or repair on the Property, except in the event of an emergency, as determined by the City.

13. Licensee shall not permit any activity to be conducted on the Property involving the generation, storage, use, or discharge of hazardous substances, as defined under any federal, state or local law, ordinance, rule or regulation, nor permit any hazardous substance to be brought onto or used on, about, or in connection with the Property. . Licensee hereby agrees that Licensee shall report promptly in writing to City any incident which would require the filing of a notice under the environmental laws, and that Licensee shall provide City with copies of any notices or other correspondence which Licensee receives from any government agency with respect to hazardous substances at the Property.

14. In the event Licensee shall fail to perform any of the terms or conditions of this License Agreement, City shall have all equitable and legal rights and remedies permitted by law, including, without limitation, the right to terminate this License Agreement effective immediately. No waiver by City of any default or breach of this License Agreement shall be considered a waiver of any other or subsequent default or breach.

15. This License Agreement shall be interpreted and enforced under the laws of the State of Florida. City and Licensee, in the event of litigation under this License Agreement, hereby waive, to the fullest extent permitted by law, any right to a trial by jury.

16. This License Agreement constitutes the entire understanding between City and Licensee. Neither this License Agreement nor any provision hereof may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of any such change, modification, or amendment is sought.

17. In the event of any dispute hereunder or of any action to interpret or enforce this License Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney's fees, costs and expenses and other professional fees whether suit be brought or not. This provision shall survive the termination or expiration of this License Agreement.

18. Any notices which may be permitted or required shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., telecopier device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

To Licensee at the following address (Mailing Address):

_____ Street Address/Alternate Name
_____ Street Address
_____ City, State, Zip Code

To City at the following address:

City of Palm Coast
Attn: City Manager
160 Lake Avenue
Palm Coast, Florida 32164

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

19. If any provision of this License Agreement or the application thereof to any person or circumstances shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this License Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

20. Covenants Running with the Land. All the provisions, agreements, rights, powers, covenants, conditions and obligation contained in this License Agreement shall be binding upon the parties, their successors and assigns, lessees and all other persons acquiring any interest in the Licensee's Property, whether by operation of law or in any manner whatsoever, including without limitation future owners of the Licensee's Property, and shall inure to the benefit of the owners and the respective parcels and their heirs, successors and assigns. All of the provisions in this License Agreement shall constitute covenants running with the land pursuant to Florida law.

IN WITNESS WHEREOF, the parties have executed this License Agreement on the date(s) indicated below.

WITNESSES:

Witness Signature

(print)

Witness Signature

(print)

LICENSEE(S):

By: _____
(Signature of Trustee)

_____, as
Trustee of the _____ Trust
dated _____.

By: _____
(Signature of Trustee)

_____, as
Trustee of the _____ Trust
dated _____.

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20 __, by _____, as Trustee(s) of the _____ Trust dated _____ (check one) who is/are personally known to me or who provided _____ as identification.

Notary Public – State of Florida
Print Name: _____
My Commission expires: _____

APPROVED BY THE CITY OF PALM COAST:

By: _____

Date: _____

*Ray Tyner, Deputy Chief Development Officer

or

Jason DeLorenzo, Chief Development Officer

*Upon delegation from City Manager on file with the City Clerk of the City of Palm Coast.

EXHIBIT "A"
[CITY'S PROPERTY] PAGE 1 OF 2

EXHIBIT "A"
[CITY'S PROPERTY] PAGE 2 OF 2

EXHIBIT "B"
[LICENSEE'S PROPERTY]