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THIS AGREEMENT made this ____ day of _____, 2000, between the City of Gainesville, a municipal corporation of the State of Florida, (CITY), and AMJ Inc., of Gainesville, (LICENSEE).

WITNESSETH:

WHEREAS, the City and the Licensee entered into an Agreement for Development and Disposition of Property ("the Agreement") whereby the Licensee agreed to construct a Commerce Building and a Residential Project; and

WHEREAS, paragraph 6.02 of the Agreement provides that the City will grant Licensee a temporary construction easement over a portion of the right-of-way around the perimeter of the project site to accommodate construction activity and temporarily close portions of NE 1st Avenue and NE 4th Street to traffic to accommodate construction staging; and

WHEREAS, the Licensee has suggested the City provide a license to use a portion of a vacant parcel owned by the City as an alternative location for the staging area, which would allow the streets to remain open, and the City is agreeable to this alternative;

NOW THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained, it is agreed by the parties hereto as follows:

1. The City hereby grants to the Licensee and the Licensee hereby accepts from the City a license on a portion of tax parcel 14714-1 (as more fully described in Exhibit "A" and shown in Exhibit "B" and hereinafter referred to as the Property) for the purpose of ???????? construction of the Commerce Building and Phase I of the Residential Project, for a period beginning upon the execution of this license agreement and ending upon the conveyance of parcel 14714-1 to Licensee pursuant to the Agreement. In the event the parcel is not conveyed to Licensee by June 1, 2002, this Agreement shall terminate and Licensee shall clear all equipment and material from the premises within 30 days.
2. The Licensee agrees to pay the City as compensation for this license the sum of One (\$1.00) Dollar per year. The Licensee further agrees to pay any taxes levied on the Property because of the use established under this License Agreement.
3. The Licensee agrees that it will use the said Property only for the purpose of a construction staging area for construction of the Commerce Building and Phase I of the Residential Project. Licensee may place ??????, and up to ?? construction trailers on the Property. The Licensee shall secure the Property by constructing a fence at least xx feet high and by ??????. The Licensee further agrees that it will not suffer or permit the premises or any part thereof to be used for any other purpose. Licensee shall not remove or damage any trees on the parcel. Licensee shall obtain all permits and approvals required by the City in order to use the property for construction staging prior to beginning any such use.
4. It is agreed that Licensee shall make no alterations or additions to the Property. It is expressly agreed that all appurtenances presently or hereafter located in and upon the Property whether affixed thereto or not, are and shall remain the property of the City.

5. The Licensee shall at all times keep the Property free of trash and debris. Licensee agrees, if notified by the City Manager or designee that any part of the Property is unsatisfactory in appearance, to remedy the condition within 24 hours.
6. The Licensee agrees not to use, nor suffer or permit any person to use in any manner whatsoever, the Property or any part thereof for any illegal purpose, or for any purpose in violation of any federal, state or municipal law, ordinance, rule or regulation of the City now in effect or hereafter enacted or adopted. Licensee will protect, indemnify and forever save and keep harmless the City, its employees, elected and appointed officers, and agents, from and against any damage, penalty, fine, judgement, expense or charge suffered, imposed, assessed or incurred for any violation or breach of law, ordinance, rule or regulation occasioned by any act, neglect or omission of the Licensee, or any employee, contractor, subcontractor or agent of Licensee, including without limitation any environmental law, ordinance, rule or regulation. This indemnification shall survive the termination of this agreement.
7. It is expressly understood and agreed that no real or personal property is leased to the licensee; that it is a Licensee not a lessee; that the Licensee's right to occupy the Property and to operate the license hereby granted shall continue only so long as the Licensee shall comply strictly and promptly with each and all of the undertakings, provisions, covenants, agreements, stipulations and conditions contained herein.
8. The Licensee shall procure at its own cost and expense and keep in full force and effect such liability insurance as will protect the Licensee, the City, and their offices and employees from any claims for damages to property and for personal injuries, including death, which may arise on said property. The following minimum limits of liability shall apply:

\$500,000 per occurrence – bodily injury

The insurance policy shall contain a 30 day cancellation clause. A Certificate of insurance in the above minimum amounts and coverages shall be furnished the City, naming the City of Gainesville as an additional insured as respects this agreement.
9. As to the City, the Licensee assumes all risks in the operation of this license and shall be solely responsible and answerable in damages for all accidents or injuries to person or property and hereby covenants and agrees to indemnify and keep harmless the City and its elected or appointed officers and employees from any and all claims, suits, losses, damage or injury to person or property of whatsoever kind and nature, whether direct or indirect, arising out of the operation of this license or the carelessness, negligence or improper conduct of the Licensee or any agent or employee. This indemnification shall not be limited to the insurance coverage herein provided for and shall survive the termination of this agreement.
10. If the Licensee shall, without the previous written consent specified in this section, assign, transfer, convey or otherwise dispose of the same to any other person or corporation, the City reserves the right to declare this license terminated without previous notice to the Licensee.

- 11. Licensee shall be totally responsible for all losses of materials, equipment or structures on the Property. City makes no representation or warranty that the Property is suitable for the use intended.
- 12. Failure of the Licensee to strictly comply with its obligations under this license agreement except those in paragraph 10 shall constitute default. In the event of default, the City shall provide notice to Licensee of the default and allow the Licensee 30 days to cure the default. Failure of the Licensee to cure the default, or to begin a diligent effort to cure in the event the default cannot be reasonably cured within 30 days, shall be cause for immediate termination of this agreement without further notice to the Licensee.
- 13. Any notice required under the terms of this License Agreement must be in writing and must be sent by certified mail to the address of the party to whom the notice is to be given. Addresses of the parties are as follows:

City: City Manager
 City of Gainesville
 P O Box 490, MS 32
 Gainesville FL 32602

Licensee: AMJ Inc. of Gainesville
 502 NW 16th Avenue
 Gainesville, FL 32601

Copy: City Attorney
 City of Gainesville
 P O Box 1110
 Gainesville, FL 32602

IN WITNESS WHEREOF, the parties to this License Agreement have set their hands and seals on the day and year first above written.

WITNESSES:

LICENSEE

 Licensee

WITNESSES:

CITY OF GAINESVILLE, FLORIDA

BY: _____
 City Manager

Approved as to Form and Legality

BY: _____
 City Attorney

A portion of tax parcel 14714-1 described as follows:

Commencing at the southwest corner of tax parcel 14714-1 as the point of beginning thence running east along the south line of said parcel a distance of approximately 80', thence north a distance of approximately 96', thence west a distance of approximately 80' to the west line of said tax parcel, thence south along said west line a distance of approximately 96' to the point of beginning.