

CITY OF GAINESVILLE

LA 98-2 #980868

LICENSE AGREEMENT

Date 10/21/98

LOCATION WEST 95 FT. OF NW 7th LN. ABUTTING LOTS 1 & 2 OF BAKER-BROOME PLAT AND UNPLATTED PARCEL WEST THEREOF (SEE ATTACHED)

The City of Gainesville hereby grants permission to JOHN B AND CAROL C KOOGLER AND 2240 NW 7th LN Applicant

JOHN AND EYE CECH 2239 NW 7th LN to MAINTAIN AND LANDSCAPE Describe the type of activity

(SEE ATTACHED PLANS)

SUBJECT TO THE FOLLOWING CONDITIONS:

- 1. The construction and/or maintenance of such activity shall not interfere with the property and rights of a prior occupant.
2. All work area restoration shall be done in accordance with the standards established by the City of Gainesville and under the supervision of the Public Works Director or his designee(s).
3. All materials and equipment shall be subject to inspection and approval by the Public Works Director or his designee(s).
4. During construction, all safety regulations, as defined by the State of Florida Traffic Control and Safe Practices Specifications, shall be observed. All maintenance of traffic shall be in accordance with Florida Department of Transportation standards.
5. All property, both private and public, shall be restored to its original condition, as far as is practical, as determined by the Public Works Director or his designee(s).
6. All overhead installations shall conform to clearance standards of the Florida Department of Transportation, and all underground crossing installations shall be laid at a minimum depth of thirty (30) inches below the pavement and at least twelve (12) inches below ditch grade. Exceptions may be made in special cases in writing by authority from the Public Works Director or his designee(s).
7. An attached plan covering details of this activity shall be made a part of this agreement.
8. It is expressly stipulated that this agreement is a license for permissive use only and that the placing of facilities upon public property pursuant to this agreement shall not operate to create or to vest any property rights in said holder.
9. Whenever necessary for the purpose of construction, repair, improvement, alteration, or relocation of all, or any portion of the City's facilities located on said right-of-way or easement, as determined by the Public Works Director, any or all of said poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be immediately removed, reset, or relocated from or on said right-of-way or easement as required by the Public Works Director, and at the expense of the applicant.

N/A

The applicant shall commence actual construction in good faith within sixty (60) days from date of said agreement and shall complete within 180 days. The applicant shall notify the City of Gainesville Public Works Department, Phone 334-5072, a minimum of one working day prior to starting construction. Upon completion of the work, the applicant shall notify Public Works to schedule a final inspection.

11. At a minimum, one-way traffic capability is to be maintained at all times at the work site unless written permission has been granted by the Public Works Director to close the street; in which case, the applicant is responsible for all traffic control and traffic detour work and expense.

12. Applicant declares that prior to filing this application he has ascertained location of all existing utilities, both aerial and underground. Applicant also declares that due notice of work under application was furnished to each utility involved and that copies of letters addressed to said users are attached to and made part of this agreement. Letters of notification were mailed on _____ to the following utilities:

N/A

13. This agreement does not in any way supersede present ordinances adopted by the City of Gainesville.

14. Applicant shall indemnify, defend, save and hold harmless the City, its elected and appointed officials, from all claims, demands, suits, liabilities, damages, losses and expenses, for bodily injury or death to persons or damage to property, including reasonable attorney's fees and costs, resulting from or arising out of the above permitted activity by the Applicant, its contractors, subcontractors, agents, employees or representatives.

I UNDERSTAND AND WILL COMPLY WITH ALL CONDITIONS OF THIS AGREEMENT. FAILURE TO COMPLY WITH ALL CONDITIONS OF THIS AGREEMENT WILL RESULT IN TERMINATION OF WORK AND NULLIFICATION OF LICENSE.

Signature: Carol C. Koogler
John Deen Eric Coch
Contact Person: Carol Koogler
Type or Print

Telephone No. 352/377-0929
or 352/377-5822

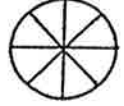
Approved by: R.A. Miller
Public Works Department
Date: 10/23/98

Inspection By: _____
Date 1st Inspection: _____
Date Final Inspection: _____

Return to:
Public Works Department,
P. O. Box 490, Mail Station 58
306 N.E. 6th Avenue, Thomas Center "B", Room 347
Gainesville, FL 32602

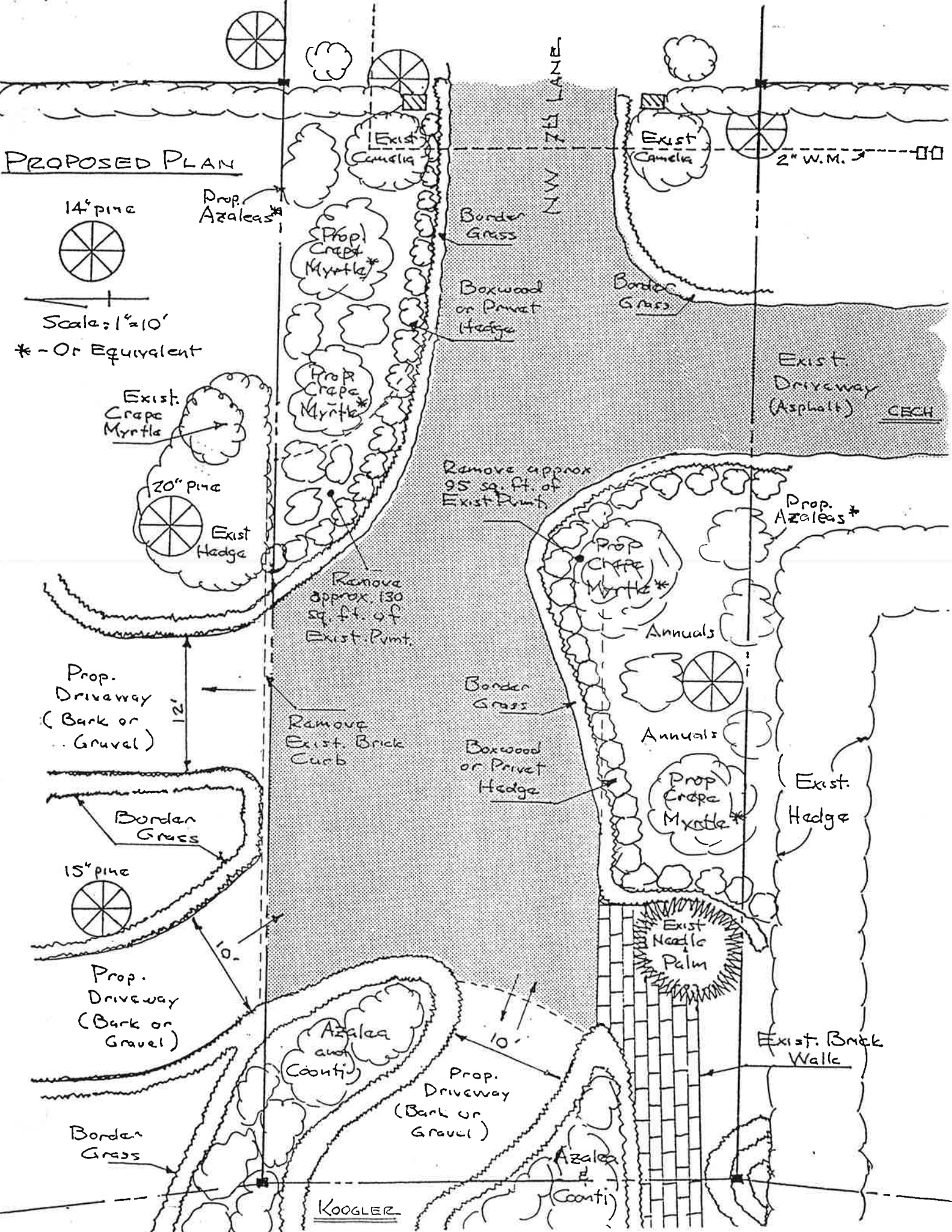
PROPOSED PLAN

14" pine

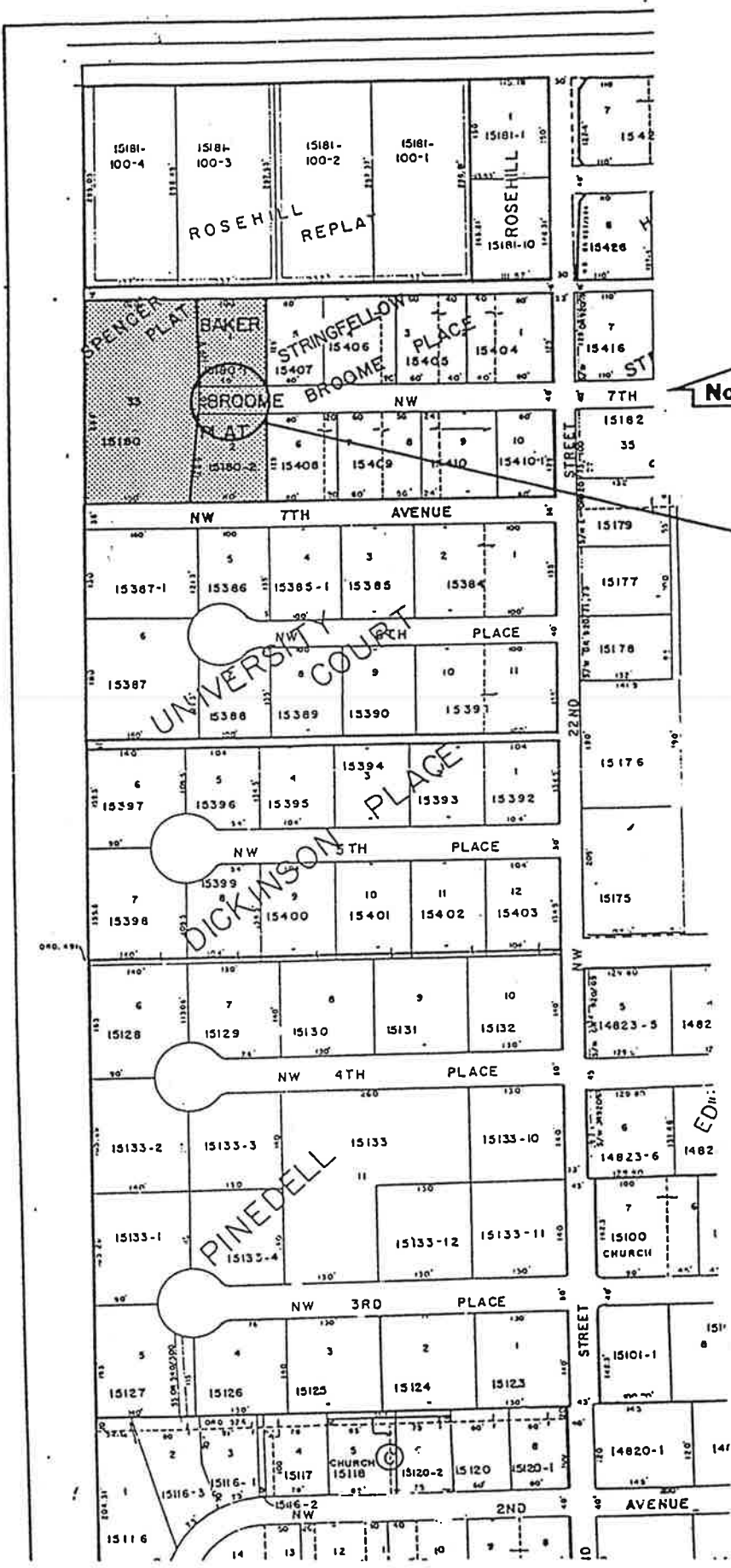


Scale: 1" = 10'

* - Or Equivalent



KOOGLER



SUBJECT OF
KOGLER/CECH
LICENSE AGREEMENT