



REQUIRED SUPPORT DOCUMENTS

LICENSE AGREEMENT

Print Applicant Name

Note: Application and all required support documents must be submitted in order for application to be considered complete.

- Executed application
- \$50.00 application fee
- Survey showing proposed work, including the following information:
 - Dimensions of proposed improvements
 - Proposed materials
 - Location of proposed improvements
- Executed license agreement between the property owner and the City of New Smyrna Beach (attached)

**APPLICATIONS THAT DO NOT CONTAIN ALL REQUIRED SUPPORT DOCUMENTS
WILL NOT BE ACCEPTED.**

Return Recorded Document to:
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

RIGHT-OF-WAY LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the CITY OF NEW SMYRNA BEACH, a Florida municipal corporation (hereinafter "City") and _____ (property owner name), _____ (property owner address) (hereinafter "Licensee").

PREMISES

WHEREAS, the City agrees that the improvement plan for the _____ improvements depicted on **Exhibit "A"**, attached hereto and incorporated herein by reference, comes within the intent of established City policy; and

WHEREAS, the improvement plan encompasses part of a City right-of-way known as _____ (street name), a _____-foot wide City right-of-way, as depicted in **Exhibit "B"**, attached hereto and incorporated herein by reference; and

WHEREAS, the Licensee, _____ (property owner name), is the owner of real property abutting _____ (street name) located in the _____ subdivision, the legal description of that property is as follows:

(insert legal description)

WHEREAS, the City is willing to license incidental private use of public property in exchange for appropriate protection of the public interest and sufficient contribution of the Licensee to expenses incurred in the improvements and maintenance of the _____ (street name) right-of-way.

WHEREAS, at its regular meeting held _____ (insert date of City Commission approval), the City Commission approved allowing the improvements depicted on **Exhibit "A"** within the _____ (street name) right-of-way, with conditions.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The City hereby grants to the Licensee a license to enter upon and to utilize the right-of-way known as _____ (street name), located and situated in New Smyrna Beach, Volusia County, Florida, as depicted in **Exhibit "A"** for the purpose of installation, maintenance, repair, replacement and removal of _____ (description of improvements) (hereinafter "Improvements") approved by the City as depicted in **Exhibit "A"**.

2. All improvements, uses and activities shall comply with the terms and conditions of this License Agreement and exhibits hereto.

3. The Licensee agrees to apply for all required permits for the improvements depicted on **Exhibit "A"** within thirty (30) days of the execution of this agreement by the City. Failure to apply for the required permit(s) will result in revocation of the City Commission's approval.

4. Licensee agrees to construct and/or install the improvements depicted on **Exhibit "A"** in a manner that allows a positive flow for the storm water runoff. Such construction/installation shall be shown on the building permit application submitted for the proposed improvements.

5. Licensee agrees to construct the improvements depicted on **Exhibit "A"** in order to ensure that the improvements are located at least 30 feet from any stop sign or traffic control device. If applicable, all traffic control devices shall be shown on the building permit application submitted for the proposed improvements.

6. Licensee agrees to complete all construction/installation activities within sixty (60) days of City Commission approval of this Agreement. Failure to complete all construction/installation activities within sixty (60) days shall result in revocation of the City Commission's approval.

7. The Licensee jointly and severally assumes all responsibility for the maintenance and, if necessary, replacement of the improvements described herein and as depicted on **Exhibit "A"**.

8. The Licensee agrees, upon thirty (30) days written notice from the City, to maintain, repair or replace all improvements which require maintenance, repair or replacement. If no remedy is made within the specified time, the City reserves the right

to remove all improvements without further notice to the Licensee and at sole cost and expense of the Licensee.

9. The City reserves the right to request removal of the improvements depicted in **Exhibit "A"** in the event that the City needs to utilize the property for City purposes, such as road, bike path, public utility installation or maintenance, drainage improvement or other public uses. The City shall endeavor to give at least thirty (30) days prior notice to the Licensee. If the improvements are not removed within the time specified by the City, or in cases where emergency work by the City becomes necessary, the City may remove or cause to be removed the improvements without any liability to the City or obligation to replace same upon completion of the City project.

10. The Licensee agrees that no improvements shall be made except as depicted in **Exhibit "A"** or subsequently approved amendments thereto. However, improvements may be maintained, repaired, replaced and removed.

11. Licensee agrees to not interfere or restrict public use of the property described in **Exhibit "A"**.

12. The license granted by this License Agreement shall be effective during the period from the date of execution by all parties until terminated in accordance with the provisions specified herein.

13. Any party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by any party, the City shall have the option of requiring all improvements to be removed or abandoned in place by the Licensee or maintained in their present state by the City and without further right or obligation by the Licensee. If the Licensee terminates this Agreement, or otherwise fails to remain in good standing and in compliance with this Agreement, the City may maintain and repair the improvements and the City shall not be obligated to either maintain or repair the improvements and the City shall not be liable for either undertaking or failing to maintain or repair the improvements. All costs and expenses of the City resulting from maintenance or repair of the improvements, including administrative expenses, attorney's fees and costs, and expenses incurred in establishing and operating a special district, shall be chargeable to and assessed by the City jointly and severally against the lot located within the subdivision as described in **Exhibit "A"**. The City shall have the right to enforce collection of assessments for such costs and expenses by a lien jointly and severally against the lot, which lien shall include interest at the then highest lawful rate of interest and attorneys' fees and costs for

collection thereof. The City shall have the right to establish a special district and to utilize any methods or procedures provided by law or ordinance for imposition and collection of the assessments described herein.

14. This license is given to the Licensee as an accommodation to the Licensee without any consideration. The Licensee acknowledges the legal title of the City to the right-of-way property described herein and agrees never to deny such title or to claim title in the Licensee's name.

15. The Licensee shall exercise the rights, privileges and permission granted herein at the Licensee's own risk. The Licensee shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the property. The Licensee shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the City's property, the use of the property, the exercise of the license granted by this License Agreement, the failure on the part of the Licensee to comply with any of the provisions specified herein, or the City's removal of any improvements depicted in **Exhibit "A"** or otherwise permitted by this License Agreement. The City shall not be liable to the Licensee if for any reason the Licensee's use of the property is hindered or disturbed.

16. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: ATTENTION: CITY MANAGER, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida, 32168, for the City; and to _____ (property owner name), _____ (property owner address), for the Licensee, or as otherwise designated in writing to all respective parties.

17. This Agreement shall be recorded in the Public Records of Volusia County, Florida. Upon execution of this agreement, the Licensee agrees to pay the City an amount equal to the applicable cost of recording this Agreement in the Public Records of Volusia County, Florida.

18. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:

LICENSOR

**CITY OF NEW SMYRNA BEACH,
FLORIDA, a Florida municipal
corporation**

Witness 1

By:

James Hathaway, Mayor

Print Name of Witness 1

Attest:

Witness 2

By:

Johnny Bledsoe, City Clerk

Print Name of Witness 2

LICENSEE

Witness 1

By:

Licensee Name

Printed Name

Witness 2

Printed Name

Witness 1

By: _____ Licensee Name

Printed Name

Witness 2

Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by James Hathaway and Johnny Bledsoe, as Mayor and City Clerk, respectively, of the City of New Smyrna Beach, Florida, a Florida Municipal Corporation, on behalf of the City of New Smyrna Beach. They are personally known to me and did not take an oath.

Notary Public, State of Florida
Type or Print Name: _____

Commission No. _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (property owner name), as owner of the property located at _____ (property address). He/she is personally know to me or has produced _____ as identification and did not take an oath.

Notary Public, State of Florida
Type or Print Name: _____

Commission No. _____
My Commission Expires: _____

Approved as to form and correctness.

City Attorney
Date: _____

Exhibit A – Proposed Improvements

Exhibit B – Location Map

**CITY OF NEW SMYRNA BEACH
CITY COMMISSION
2017 MEETING SCHEDULE**

MEETING DATES

2nd and 4th Tuesday of each month at 6:30 p.m., unless otherwise indicated. The City Commission does not conduct regular meetings in July. Only one regular meeting is conducted in December.

In order to allow time to review requests and prepare necessary reports for the City Commission, the submittal deadlines and meeting dates shown below may not coincide with the City Clerk's submittal deadlines.

MEETING LOCATION

City Commission Chambers, 210 Sams Avenue, New Smyrna Beach

SUBMITTAL DEADLINE	CITY COMMISSION MEETING DATE
December 9, 2016	January 10, 2017
December 23, 2016	January 24, 2017
January 6, 2017	February 14, 2017
January 20, 2017	February 28, 2017
February 3, 2017	March 14, 2017
February 17, 2017	March 28, 2017
March 3, 2017	April 11, 2017
March 17, 2017	April 25, 2017
March 31, 2017	May 9, 2017
April 14, 2017	May 23, 2017
May 5, 2017	June 13, 2017
May 19, 2017	June 27, 2017
NO MEETINGS SCHEDULED FOR JULY	
June 30, 2017	August 8, 2017
July 14, 2017	August 22, 2017
August 4, 2017	September 12, 2017
August 18, 2017	September 26, 2017
September 1, 2017	October 10, 2017
September 15, 2017	October 24, 2017
September 29, 2017	November 14, 2017
October 13, 2017	November 28, 2017
November 3, 2016	December 12, 2017
NO SECOND MEETING SCHEDULED FOR DECEMBER	

ONLY COMPLETE APPLICATION PACKAGES WILL BE ACCEPTED AND MUST BE RECEIVED BY 12:00PM DAY OF THE SUBMITTAL DEADLINE. INCOMPLETE APPLICATIONS WILL BE RETURNED TO THE APPLICANT.