

LICENSE AGREEMENT FOR USE OF CITY PROPERTY

This License Agreement is made this 14 day of February, 2013, by and between the City of Key West, P.O. Box 1409, Key West, Florida, 33041 (hereinafter "Licensor") and the State of Florida Department of Transportation, its successors and assigns (hereinafter "Licensee").

WITNESSETH:

WHEREAS, Licensee and Licensor previously entered into a temporary easement agreement for the purpose of providing a construction staging area located at Boog Powell Court in Key, West, Florida; and

WHEREAS, the temporary easement was approved by resolution 07-005; and

WHEREAS the storage of materials and equipment in the easement area in the parking lot adjacent to the sports field is anticipated to have a negative impact on parking for the upcoming softball season(s) at the adjacent field; and

WHEREAS, Licensee and Licensor desire to provide an alternative storage area to improve availability of parking on Boog Powell Court and the surrounding area; and

NOW, THEREFORE, the parties agree as follows:

1. Licensor grants to Licensee the right to enter upon certain real property described in the cross hatched area in exhibit "A" in the City of Key West, Florida, for the purpose of storing construction equipment and materials during the duration of the current North Roosevelt construction project undertaken by Licensee. However, in no event shall materials include aggregate, asphalt or similar items.
2. Licensee agrees to securely fence and screen the construction equipment and materials stored in the licensed area. The screening shall be similar to that currently installed adjacent to the temporary bike path on North Roosevelt Boulevard.
3. On or before February 21, 2013, Licensee shall relocate equipment and materials to the license area, excepting the continued use of the construction office trailer currently existing (including routine parking attendant thereto), and one existing storage container to be located immediately adjacent to the office trailer. FDOT shall not be requested to move the construction office trailer or storage container from the current location until the completion of N. Roosevelt Reconstruction Project. While short term parking shall continue to be permitted, there shall be no long term parking or storage of vehicles or rolling stock in the current parking area.

4. Licensee acknowledges the area adjacent to the license area is used for commercial office space and youth recreation sports. Licensee's use under this agreement shall be limited to the license area, which Licensee agrees to maintain in a secure manner.
5. This license shall terminate upon completion of North Roosevelt construction project undertaken by Licensee. It is understood and agreed that, except as may otherwise be provided for herein, the rights of the Licensee under the temporary easement are preserved. Upon termination of this License Agreement, Licensee's rights under the easement shall prevail.

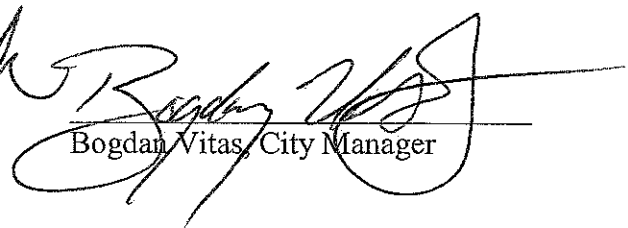
IN WITNESS WHEREOF, the parties have executed this License Agreement on the date above written.

LICENSOR

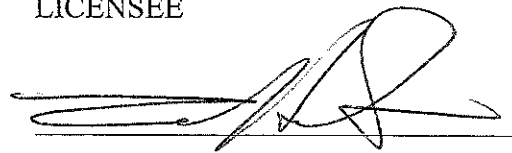
ATTEST:


Cheryl Smith, City Clerk

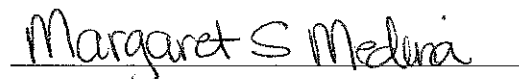




Bogdan Vitas, City Manager

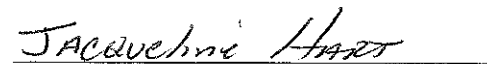
LICENSEE



WITNESS


Margaret S. Medina


Printed Name Margaret S. Medina
2-14-13


Printed Name Jacobine Hart

