

**LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (the "Agreement"), is made at North Royalton, Ohio, on the \_\_\_\_ day of \_\_\_\_\_, 2006, by and between (Property Owner) ("Licensor") and The City of North Royalton, Ohio ("Licensee").

**WITNESSETH**

WHEREAS, (Property Owner) owns certain property at \_\_\_\_\_, North Royalton, Ohio 44133, and further known as Permanent Parcel No. \_\_\_\_\_ (the "Property"); and

WHEREAS, Licensee wishes to use a portion of the Property for a temporary work area for access to property in the right-of-way to install a sanitary sewer; and

WHEREAS, the portion of the Property that Licensee wishes to use is depicted on Exhibit "A" attached hereto and made a part hereof (the "License Area"); and

NOW, THEREFORE, (Property Owner) and Licensee, in consideration of the premises and the mutual covenants, promises, conditions, and terms to be kept and performed, do hereby agree as follows:

Section 1. (Property Owner) hereby grants to Licensee a License to use the License Area which is the west fifteen (15) feet of the property.

Section 2. Prior to the expiration or revocation of this License, Licensee shall restore the License Area to the same or better condition as when received by Licensee. Such restoration shall include, but not be limited to, regrading, replacement of damaged driveway, reinstallation of fences and no seeding of lawns.

Section 3. Licensee shall agree to indemnify, defend, and hold harmless (Property Owner) from all claims, suits, costs, damages and liabilities resulting from, or arising out of, any conduct or act or omission by Licensee in the exercise of any of the Licensee's rights under this Agreement, including without limitation any environmental matters and attorneys fees.

Section 4. In the use of this License, Licensee shall not maintain or permit any condition which causes any nuisance, waste or lien at the License Area of the Property. Licensee shall also maintain the License Area in good condition, clear of debris and shall not allow the accumulation of waste on the License Area of the Property. Further, Licensee shall not erect, nor cause to be erected, any structure on the License Area.

Section 5. Upon execution of this Agreement, Licensee shall pay to (Property Owner) a licensing fee of Zero Dollars (\$0.00).

Section 6. The term of this License shall be until completion of the work, but not later than the \_\_\_\_\_ day of \_\_\_\_\_, 2006. This License may be renewed upon mutual written agreement of (Property Owner) and Licensee. At the termination of this License, Licensee shall promptly remove, at Licensee ' s expense, any personal property contained on the License Area.

Section 7. (Property Owner) and Licensee each acknowledge that the granting of this License does not grant Licensee any property rights or property interest whatsoever in the License Area or the Property and Licensee is further prohibited from subleasing, assigning, or charging for space at the License Area of the Property.

Section 8. (Property Owner) and Licensee each warrant that the undersigned have authority to execute this Agreement and to bind each entity to the terms contained herein.

Section 9. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one document.

Section 10. This Agreement shall be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have hereto affixed their signatures the day and year first above written.

Signed and Acknowledged:

LICENSOR:

(Property Owner).

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Printed: \_\_\_\_\_

\_\_\_\_\_  
Witness

Title: \_\_\_\_\_

LICENSEE:

THE CITY OF NORTH ROYALTON

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Printed: Cathy Luks

\_\_\_\_\_  
Witness

Title: Mayor