

Prepared by and should be returned to:

**Christopher J. Wilson, Esq.
Marchena and Graham, P.A.
976 Lake Baldwin Lane, Suite 101
Orlando, Florida 32814**

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “Agreement”), made and entered into this _____ day of _____ 2014, by and between the GREATER ORLANDO AVIATION AUTHORITY, whose address is One Jeff Fuqua Boulevard, Orlando, Florida 32827, a public and governmental body, existing under and by virtue of the laws of the State of Florida (“Licensor”) and CITY OF ORLANDO, a municipal corporation created by and existing under the laws of the State of Florida, whose address is P.O. Box 4990, 400 S. Orange Avenue, Orlando, Florida 32802-4990 (“Licensee”).

WITNESSETH:

WHEREAS, Licensor, presently operates and controls that certain real property commonly referred to as the Orlando Executive Airport, which is situated in the County of Orange and State of Florida, pursuant to an agreement dated September 27, 1976, with the City of Orlando (the “City”), City Document No. 13260-1; and

WHEREAS, Licensee is engaged in providing sanitary sewer service to its park adjacent to the Orlando Executive Airport; and

WHEREAS, on or about the 4th day of March, 2014 (the “Effective Date”), Licensor agreed to allow Licensee, subject to the terms and conditions set forth herein below, to install, operate, maintain, and repair a sanitary sewer line and connection, said items being hereinafter collectively referred to as the “Facilities,” which Facilities are located within the specific, ten

(10) foot wide license area located on the Orlando Executive Airport (the "10' License Area"), as more particularly described and illustrated on EXHIBIT "A," attached hereto; and

WHEREAS, the parties agree that the value of the rights granted herein is FIVE HUNDRED AND NO/100 DOLLARS (\$500.00), said value to be paid by Licensee to Licensor concurrently with the execution of this Agreement; and

WHEREAS, as consideration for this Agreement, Licensee agrees to allow Licensor to utilize the Facilities as specified herein.

NOW, THEREFORE, for and in consideration of Licensee allowing the Licensor future connection to the gas line, as set forth herein below, and of certain expenditures made by Licensee in connection with this Agreement, and of the mutual benefits hereunder, and of the mutual covenants and conditions contained herein, the Licensor does hereby grant to the Licensee, over, under and upon that certain 10' License Area shown on said attached drawings, the non-exclusive right, privilege and license to construct and locate said Facilities on said 10' License Area, as illustrated on the drawings attached hereto, and operate, maintain and repair said Facilities thereon and/or remove the same therefrom.

The parties hereto agree as follows:

1. Licensee shall have the right to construct, locate, lay, operate, inspect, maintain, repair and remove said Facilities, together with the rights and privileges necessary for the full use and enjoyment thereof.

2. If feasible from an engineering standpoint, Licensee may connect to the Facilities, consistent with procedures established under City Code, in order to provide services for the expansion and development of property operated and controlled by Licensor, specifically, property located within the Southeast Quadrant of OEA.

3. Licensee hereby agrees to transmit to Licensor, concurrently with the execution of

this Agreement, the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) as consideration for the value of the rights granted herein.

4. Without waiving its grant of sovereign immunity and subject to the limits of liability established under Florida law, Licensee hereby agrees that it will indemnify, defend and hold completely harmless Licensor, and the members (including, without limitation, members of Licensor's Board, and members of the citizens advisory committees), officers, employees and agents from any and all suits, actions, judgments, and reasonable attorneys' fees, cost and expenses (at trial and all appellate levels) arising from any suits, actions, or claims of any character, type, or description brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the negligent acts or omissions of Licensee or its agents, employees, licensees, or invitees in connection with the License granted hereunder. Licensee shall promptly repair any damage to the 10' License Area, or any other property not owned by Licensee, caused by Licensee exercising its rights under this agreement including without limitation, landscaping, ground cover, planting, roadways, driveways, sidewalks, parking areas and structures. In the event that Licensee, its employees, agents or contractors cause damage to the 10' License Area, or any other property not owned by Licensee, in the exercise of the privileges granted herein, Licensee agrees to restore said property so damaged to its original condition and grade.

5. All of the rights and privileges granted hereby shall be and remain in effect in perpetuity unless the City shall permanently discontinue the use of the Facilities for the purpose of supplying service to its park, in either event, the Licensee, at Licensee's sole cost, shall be responsible for the removal of the Facilities within a reasonable period of time. Licensee may continue the use of said license rights and privileges for any reasonable period of time thereafter for the purpose of removal by the Licensee of the Facilities. In the event of such permanent

discontinuance by the City of any service requirement from Licensee, or in the event of such removal of said Facilities by Licensee, the License privileges and rights granted herein shall be extinguished. Notwithstanding anything to the contrary contained herein, Licensor may use the 10' License Area as may be convenient to the use of Licensor's remaining land, provided that Licensor does not interfere with Licensee's use of said Facilities.

6. Licensee hereby acknowledges the possibility that Andes Avenue, the roadway located immediately to the East of a portion of the 10' License Area, may be extended and/or widened in the future in order to accommodate increased public use of said roadway. Licensee hereby further acknowledges that such extension and/or widening of Andes Avenue may require the relocation of the 10' License Area. Notwithstanding anything contained in this License Agreement appearing to the contrary, in the event Licensor, in its sole discretion, deems it necessary to relocate the 10' License Area in order to accommodate the future widening or extending of Andes Avenue, Licensee, at its sole cost and expense, shall promptly relocate the 10' License Area to a new location designated by Licensor.

7. Licensor covenants that it has the right to grant the approvals, privileges and license described or stated herein, and Licensor covenants that Licensee shall have the non-exclusive, quiet and peaceful use and enjoyment of said license.

8. Licensee's use of the license granted hereunder shall at all times be in compliance with all Federal, State and local laws, rules, regulations, ordinances, codes and statutes.

9. The provisions hereof shall inure to and be binding upon the legal representatives, successors and assigns of the parties hereto, respectively.

IN WITNESS WHEREOF, the parties hereto by their duly authorized officers have caused this License Agreement to be executed in their names and their seals to be affixed hereto as of the day and year first above written.

**“LICENSOR”
THE GREATER ORLANDO
AVIATION AUTHORITY**

ATTEST:

By: _____
Dayci S. Burnette-Snyder,
Assistant Secretary

By: _____
Phillip N. Brown, A.A.E.,
Executive Director

Date: _____, 2014

[Official Seal]

APPROVED AS TO FORM AND LEGALITY on this
____ day of _____, 2014 for the use and reliance of
the Greater Orlando Aviation Authority, only.
Marchena and Graham, P.A., Counsel

By: _____
Marchena and Graham, P.A.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2014,
by Phillip N. Brown who represented to me that he is the Executive Director of the Greater
Orlando Aviation Authority, with the authority to execute this instrument on behalf of the
Greater Orlando Aviation Authority. He is personally known to me.

(SEAL)

Notary Public

Print Name

Commission Expires:

“LICENSEE”

CITY OF ORLANDO, a municipal
corporation of the State of Florida

TWO WITNESSES:

Print Name: _____

Print Name: _____

By _____

Print Name: _____

Title: _____

Date: _____

ATTEST:

Print Name: _____

Title: _____

Approved as to Form and Legality

This ____ day of _____, 2014

By: _____

Chief Assistant City Attorney

City of Orlando

**STATE OF FLORIDA
COUNTY OF ORANGE**

Before me, the undersigned authority, duly authorized under the laws of the State of Florida to take acknowledgments, this day personally appeared _____ and _____, of the City of Orlando, personally known to me to be the individuals and officers described in and who executed the foregoing instrument on behalf of said City of Orlando, and severally acknowledged the execution thereof to be their free act and deed as such officers and that they were duly authorized so to do.

In witness whereof, I have hereunto set my hand and official seal at Orlando, in the County of Orange, State of Florida, this ____ day of _____, 2014.

Notary Public

My commission expires:

Exhibit “A”