



License to Reclaim

Land Excavation Permit# _____

THIS AGREEMENT made and entered into this _____ day of _____, 20____ by and between _____ hereinafter referred to as "Licensor," and HILLSBOROUGH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "Licensee."

RECITALS

WHEREAS, Licensor has applied for a land excavation permit, pursuant to the Hillsborough County Land Development Code, Ordinance 92-5, as amended (hereinafter the "Code"), for the purpose of excavating and hauling soil or other material from property owned by Licensor in Hillsborough County; and

WHEREAS, the Code requires Licensor to complete the reclamation plan for the land excavation pursuant to the terms of the Code and the land excavation permit for the protection of the public health, safety, and welfare; and

WHEREAS, Licensor has indicated its willingness to permit the Licensee to enter upon the land excavation site to complete the necessary reclamation in the event Licensor fails to do so.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN AND OTHER VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

Section 1: The Recitals above are true, correct and are incorporated herein by this reference.

Section 2: Licensor hereby grants to Licensee its agents and employees, the right to enter on the property described in section 3 below, for the purpose of completing the reclamation work required by the Code and land excavation permit# _____ when such entry is deemed to be necessary by Licensee due to the failure of Licensor to perform the necessary reclamation.

Section 3: The land affected by this License is owned by Licensor and is located in Hillsborough County, Florida, as more specifically described as follows:

Folio #: _____

Legal Description: _____

Section 4: This License is irrevocable by the Licensor and shall be terminated only upon Certification by the Licensee that the reclamation work required by the Code and land excavation permit# _____, has been satisfactorily completed.

Section 5: Any additions or supplements to this License shall be in writing and executed by the parties.

Section 6: Each party represents to the other that the party has the authority under all applicable law to enter into an agreement containing such covenants and provisions as are contained in this Agreement, that all of the procedural requirements imposed by law upon each party for the approval and authorization of this Agreement have been properly completed, and that the persons who have executed this Agreement on behalf of each party are the authorized officers of the party, empowered to execute said Agreement.

Section 7: Nothing in this Agreement shall be deemed to be a waiver of Licensee's sovereign immunity or the limitations of liability or recovery contained in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or operation of law.

IN WITNESS THEREOF, the parties, by and through their respective duly authorized representatives, have executed this License on the day, month and year first above written.

Witness

Owner / Licensor

Printed Name of Witness

Printed Name of Owner/ Licensor

Witness

Title

Printed Name of Witness

Printed Name of Corporation, Partnership or Trust

Address of Owner/ Licensor

Affix Corporate Seal
(when appropriate)

ACKNOWLEDGEMENT:

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, _____, by _____.

(day) (month) (year) (name of person acknowledging)

Personally Known OR Produced Identification

(Signature of Notary Public - State of Florida)

Type of Identification Produced

(Print, Type, or Stamp Commissioned Name of Notary Public)