

## LICENSE AGREEMENT FOR CATTLE GRAZING

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between LEE COUNTY, a political subdivision and charter county of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida 33902-0398, ("Licensor"); and \_\_\_\_\_, an individual, whose address is \_\_\_\_\_, ("Licensee").

WHEREAS, Licensor is the owner of property situated in Lee County and depicted and described in attached Exhibit A; and

WHEREAS, Licensor, in consideration of the fees paid and the covenants and agreements set forth herein to be kept and performed by the Licensee, does hereby grant to the Licensee a license solely for the grazing of cattle on Licensor's lands as depicted/described in attached Exhibit B ("Licensed Property").

NOW, THEREFORE, in consideration of the covenants and conditions set forth below, the parties agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein as though fully set forth below.
2. License. Licensor hereby grants to Licensee a revocable, non-exclusive License to graze cattle on the property described in attached Exhibit B.
3. License Fee. Licensee agrees to pay Lee County \$\_\_\_\_\_ per license term or portion thereof on September 15<sup>th</sup> of each year. Payment may be provided to the Conservation 20/20 Supervisor for appropriate processing.

4. Term. This License begins on the date it is fully executed and ends September 30. The term of this license may be extended for one additional year, ending September 30, provided Licensor agrees.

5. Revocation, Expiration, Termination or Cancellation. Licensor may revoke the License at any time with 30 days written notice to Licensee. Upon termination of the License, Licensee must remove all cattle and return the property to Licensor in as good or better condition that when it was first licensed.

The parties understand and agree that this License Agreement may be canceled upon 48 hours' written notice to the Licensee, if any of the Licensee's cattle are not kept within the confines of the Licensed Property as described on Exhibit B. Cattle may be transferred between adjacent or adjoining property, provided the properties are both the subject of a cattle license held by or involving Licensee, but the cattle must remain within the confines of the perimeter fencing.

6. Use of Licensed Property.

a. *Cattle grazing.* Licensee understands and agrees the licensed property may only be used for cattle grazing and no other purpose.

b. *Maximum number of cattle.* Licensee may not exceed \_\_\_\_ head of Cattle on the licensed property at any time.

c. *Land management activity.* Licensee must obtain written approval from the Conservation 20/20 Land Stewardship Supervisor prior to performing any land clearing, controlled burns, fertilizing, exotic removal, chopping, chemical spraying, or other land management activities.

- d. *Hog removal.* In order to preserve the licensed property and its use for cattle grazing, Licensee may trap and remove feral hogs, at Licensee's sole cost and expense, in a manner complying with state and local laws and regulations.
  
- e. *Public Use.* Licensee has a non-exclusive right to use the Licensed Property. Licensee may not prevent the entry of members of the public on the Licensed Property for purposes of maintenance of the preserve areas/property and recreational enjoyment by hikers.

7. Fencing.

- a. During the term of this License, Licensee must maintain all perimeter and interior fencing necessary to keep livestock within the licensed area as follows:
  - 1. Along all road frontage the fencing must be, at minimum, a 5 strand barbed wire fence.
  
  - 2. Along non-road frontage license boundaries the fencing must be, at minimum, a 4 strand barbed wire fence.
  
  - 3. The fencing must be maintained in good repair and must effectively prevent cattle from roaming beyond the boundaries of the Licensed Property at all times during the term of this license.
  
- b. At the end of the license period stated in this Agreement, Licensee must turn over the Licensed Property with the fencing in good repair. In the event the fencing is not in good repair, Lee County may take one or more of the following actions: repair the fencing and send an invoice for the repair costs to Licensee; refuse to License County property to Licensee (including any entity involving the Licensee) in the future; or, take any other action the County deems appropriate.

8. Survey monuments. All section corners, quarter corners, and other survey monuments lying in the premises will be properly flagged by the Licensor. Licensee agrees to bear any survey costs for resetting these monuments in the event they are disturbed by the Licensee in any way.

9. Indemnification. Licensee hereby indemnifies and releases the Licensor from any and all claims for damages to both persons and property as the result of the cattle grazing; and, holds Licensor harmless from all damages during the term of this Agreement to include all reasonable fees, costs and expenses incurred for litigation in any forum resulting from damage claimed by third parties as a result of the Licensee's use of the property described in Exhibit "B".

10. Insurance. Licensee must maintain Premises Liability Insurance coverage through the license term and provide proof of insurance to Lee County Parks and Recreation for the duration of the license. The policy must provide minimum limits of \$1,000,0000 (combined Single Limit of Bodily Injury and Property Damage). Lee County must be named as a Certificate Holder and Additional Insured on the insurance policy. (A copy of the insurance certificate is attached as Exhibit C.)

11. Personal property taxes. Licensee covenants and agrees to file an annual personal property tax return with the County of Lee, State of Florida, as required by law.

12. Assignment. This License is not assignable to any other party.

13. Notices. The contact information for the parties is as follows:

Lee County, Licensor

Director of Parks and Recreation

3410 Palm Beach Boulevard

Fort Myers, FL 33916

239-533-7275

NAME, Licensee

STREET

CITY,STATE,ZIP

CONTACT INFO

14. Amendment. This is the entire agreement between the parties and may only be amended in a writing executed with the same formality.

15. Governing law. This Agreement will be construed in accordance with the laws of the state of Florida. Venue for any court proceedings is in Lee County.

16. Severability. In the event any portion or provisions of this License Agreement is deemed invalid, the remaining provisions will not be affected and will remain in full force and effect.

Witness: \_\_\_\_\_, Licensee

Print Name: \_\_\_\_\_ By: \_\_\_\_\_

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_ Lee County Parks and Recreation

Print Name: \_\_\_\_\_ By:  
David W. Harner, II, Deputy Director

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

Approved as to form:

By:

Lee County's Attorney's Office

[The Board of County Commissioners delegated authority to the Director of Parks and Recreation to enter short term leases/licenses for cattle grazing on Conservation 2020 lands and other lands managed by Lee County pursuant to Bluesheet #19990807 adopted on August 17, 1999.]