

License Agreement Procedures

City Council has authorized periodic license agreements to be executed with property owners for situations in which an improvement (fence, shed, pool, deck, sign, trail, etc.) can be placed on either an easement or right-of-way that would not normally be allowed. These are reviewed on a case-by-case basis.

Following this procedure allows the resident the authority to enter onto the City-owned premise for their use of the improvements. It should be noted that no land is conveyed over to either property owner. It should also be noted that if the improvement is authorized with the license, should the City need to work in the right-of-way or easement, then the removal of the improvement would need to occur at the property owner's expense. Lastly, this license agreement does not supersede any Planning Dept. review or need for a variance. It is highly recommended that the Owner contact Planning first to discuss the potential allowances before executing a license agreement with the City, as most of the needs for a License agreement are based on an improvement that also requires a permit from them.

City of O'Fallon Planning and Development – 636-379-5544

On the following page, a template of the license agreement is provided which will have to be executed by both the property owner and the City (at a Council meeting). The fields that are highlighted in yellow will need to be modified.

This license process was established under Resolution 10-14-2010G.

To discuss this agreement in detail, please contact the Engineering Department.

City of O'Fallon Engineering – 636-379-5596 or engineering@ofallon.mo.us

LICENSE

This License is entered into on this _____ day of _____, _____, by and between the City of O'Fallon, Missouri (hereinafter "Licensor") and **LICENSEE NAMES** (hereinafter "Licensee").

Whereas, the City of O'Fallon owns certain property or holds such property in trust for the public; and

Whereas, Licensee desires to enter upon such property for a specific purpose; and

Whereas, this License allows Licensee to enter upon such property for the purposes set forth herein and under certain conditions which are also set forth herein.

Therefore, in consideration for such privilege, which is acknowledged by both parties, the parties hereby agree as follows:

1. Privilege Granted / Premises Subject to License

Licensee is hereby granted the privilege of entering upon certain property owned or held by Licensor. Licensee may only enter upon the following property:

(Description of property that pertains to this license. For example, the western edge of a property at address, or the rear yard easement of a property at an address)

2. Purposes for which License is Granted

Licensee is only granted the privilege to enter upon said property for the following purposes:

(Description of the purpose for this agreement. For example, construction, maintenance, and use of an amenity within the right-of-way or easement)

If the purpose of this agreement is to remove any standard street signs to be replaced with decorative signs, then the standard street signs removed shall be returned to the City and not discarded by the Licensee.

Refer to an attached exhibit showing a sketch of the improvement with the locations.

3. License is Revocable at Will

This License may be revoked, without notice, at any time and for any reason by the Licensor.

4. Special Conditions. The parties hereby agree to the following.

Examples:

Licensee shall replace any land which is disturbed during the installation or maintenance of the fence with sod.

Licensee shall repair and/or replace any damage to the street or drainage ditch which is disturbed during the construction and maintenance of the private trail.

Licensee shall submit plans for such structure to the Building Department for the appropriate permit/inspections.

Licensee shall maintain the swale on this property to the depth and width as approved on the construction plans

Licensee shall comply with all permitting requirements and standards applicable to maintenance of property set forth in the City Code.

5. Replacement following work in Right-of-way or Easement area

Licensor and its employees, representatives, agents, contractors, assignees, and permittees shall continue to have unlimited access to the right-of-way/easement area described herein. In the event that work is required to the right-of-way/easement (including, but not limited to, removal, replacement or installation of utility lines, use of such property for construction vehicles, etc.), Licensor or its employees, agents, representatives, contractors, assignees or permittees shall give at least 7 day's notice to the Licensee, or portions thereof, as is convenient to perform such work. Licensee may relocate the (shed, pool, deck, fence, trail, sign) at Licensee's sole cost and expense; any replacement shall meet the conditions of this License.

6. Indemnification

The Licensee shall indemnify, protect and hold harmless City from and against the loss, cost, claims, demands, damage and/or expense arising out of any demand, claim, suit or judgment for damages to property and injury to or death of persons including the officers, agents and employees of either party herein, including payment under any workmen's compensation law or under any plan for employee's disability or death benefit which may arise out of or be caused in whole or in part by the Licensee's

activities on the property or the presence of the (shed, pool, deck, fence, trail, sign) on the property.

This document is a license for the privilege of entering upon certain property for the specific purposes set forth herein. Nothing in this document shall be construed as a grant of any property interest or conveyance of property to Licensee.

LICENSOR
CITY OF O'FALLON, MISSOURI

By:
Title:

Attest:

City Clerk

LICENSEE

Printed Name:

STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

Now on this _____ day of _____, _____, appeared before me _____, to me personally known, who state that he/she/they are the "Licensee" described in the above agreement, and he/she/they executed the License as his/her/their free act and deed.

IN WITNESS WHEREOF, I have placed my hand and my official seal on the day and year first above written.

Notary Public

My commission expires:

