

LICENSE AGREEMENT
VOLUNTARY LAND STEWARDSHIP PROGRAM
CITY OF COLUMBUS, OHIO, DIVISION OF WATER

This "LICENSE AGREEMENT" is entered into by and between the **CITY OF COLUMBUS, OHIO**, "City", a municipal corporation, acting by and through its Division of Power and Water, and «NAME», "Steward", to allow Steward to utilize certain City owned real property in consideration of the Steward's covenants and/or services as set forth herein.

Whereas, for the benefit of the City and community at large, the Steward has expressed a desire to voluntarily maintain in its natural state and/or provide certain services to the City owned real property which abuts the Steward's real property located at «ADDRESS», «CITY», «STATE», «ZIPCODE».

Whereas, the City deems it appropriate to encourage community support for maintenance and/or landscaping of such City owned real property.

NOW THEREFORE, to more specifically set forth the rights, duties, and responsibilities of the Steward, and as consideration for the City entering into this License Agreement allowing the Steward access to City owned real property for the purposes of implementing an aesthetically pleasing and litter-free property maintenance program at the above location, the Steward acknowledges and hereby agrees to the following terms and conditions;

1. "Steward," as used herein, shall include the masculine, feminine, and plural and is defined to mean the above named abutting property owner(s) or tenant(s).
2. "Services," as used herein, is defined to mean and may include natural state maintenance, project design, plan implementation, landscaping, landscape maintenance, and/or construction of other approved improvements.
3. The Steward agrees to voluntarily provide services and/or improvements, as are approved by the City, to that certain City owned real property abutting «ADDRESS», «CITY», «STATE», «ZIPCODE». Installations, landscaping, and construction of improvements, if any, shall be performed within one year of approval by the City.
4. The Steward shall submit a Stewardship Plan ("plan") for all services to be provided. All plans must be approved in writing by the City before access to the above location is permitted. The plan must include the maintenance activities and maintenance schedule the Steward will provide for the duration of this agreement. The plan shall include a plat of the plan area. The plan may be attached hereto or submitted separately, but in any event this license agreement shall not be executed on behalf of the City until such plan is approved.
5. Any refuse, debris, trash, waste, or vegetation removed from the location shall be disposed of by the Steward in a lawful manner.

6. Steward may elect to perform any landscape services by utilizing Steward's own labor, utilizing Steward's own employees or permittees, or Steward may enter into an agreement with another individual, corporation, or other business entity to perform such services.

7. If the Steward elects to contract with an individual, a corporation, or other business entity to perform certain services, then Steward's contract shall be substantially similar to the form attached hereto, which shall include all terms and conditions of Paragraph 8 hereof, and the fully executed contract shall be subject to the written approval of the City.

8. The terms and conditions of the contract referenced in Paragraph 7 shall include, without limitation, the scope of services to be performed, the time period within which services will be performed, the cost or other consideration that Steward shall pay, acknowledgment by both parties that such services are not being performed as an employee of the City, and that the means and methods of performing such services are being directed by the Steward and for the Steward's benefit, not by the City.

9. Any landscape plant life and associated landscaping materials used to beautify the subject license area shall, by virtue of such being integrated into the City's real property, become the property of the City. Any approved structural improvements, such as a boat dock and integral appurtenances thereto, shall remain the personal property of the Steward for so long as this agreement is in full force and effect, after which Steward shall remove such personal property within thirty (30) days. Failure of Steward to remove such personal property prior to expiration of said thirty (30) day period shall be deemed abandonment of such personal property, which shall then become the property of the City. Steward, by virtue of this license agreement, shall have the right to maintain and protect said personal property to the exclusion of all third persons.

10. The City shall incur no financial obligation as a result of this license agreement. This license agreement is not for the benefit of any third parties.

11. No Steward, contractor, employee, or agent of the Steward shall be permitted access to the location set forth above until said Steward, contractor, employee, or agent has signed the release and indemnification agreement set forth in Exhibit "A" attached hereto and incorporated into this license agreement by reference.

12. The Steward agrees, on behalf of Steward and on behalf of any contractors, employees, workers, agents, or anyone working with the Steward, to indemnify and hold harmless the City of Columbus, Ohio and its respective officials, employees, or other agents and representatives, against any loss, claim, cause of action, damage, or liability whatsoever, including but not limited to strict or absolute liability in tort or by statute imposed, and for charges, costs, and expenses, including without limitation, attorney's fees, which may be incurred in connection with, or in any manner arising out of any damage or loss to property or injury or death of any person resulting from, or arising out of, without limitation the operation of this license agreement. In no event shall Steward or any of Steward's contractors, workers, agents, or any party with whom Steward may contract be considered the officers, employees, agents, or other representatives of the City of Columbus.

13. The Steward, having made a personal physical inspection of the premises, acknowledges and fully understands that the City makes no warranties or representations as to the physical conditions of the City owned real property. Steward understands and agrees that the City owes no duty of care to the Steward. The Steward acknowledges that Steward's activities pursuant to this license agreement are voluntary and that Steward's entry upon the City owned real property is at Steward's sole risk and Steward assumes all risk of injury to person or property arising or resulting from this license agreement which permits Steward to enter upon certain City owned real property for the purposes of the Land Stewardship Program for which this license agreement was created.

14. This license agreement shall in no way imply a restriction of public access to the City's real property described herein, except to the extent of Steward's personal property. Also, the stewardship plan shall not be designed in such a manner as to restrict reasonable public access to adjacent or continuous City owned real property.

15. The City reserves the absolute right to make inspections of City owned real property under the care of any Steward. Inspections may be made on a random basis and shall not require notification or approval of the Steward.

16. Any discrepancies in the implementation of a stewardship plan shall be brought to the attention of the Steward in writing and shall require a written acknowledgment on the part of the Steward. Signing, dating, and returning said discrepancy notice, to the City, shall constitute Steward's acknowledgment. Steward may file a written request for changes or additions to the plan as a method of addressing any discrepancies. However, compliance with the plan, whether it remains the same or changes or additions are approved, must be taken within a period of one year from notification or approval.

17. Steward agrees that in the event the City determines, in its sole discretion, that the Steward has not complied with the terms and conditions of this license agreement in the manner and within the time frame allowed, the City may, upon providing Steward with Thirty (30) days' notice to cure, terminate this license agreement and thereby revoke Steward's license to utilize City owned real property at the above described location, unless said time period is extended by the City. Notwithstanding the foregoing, if Steward performs or allows the mowing of a natural area or cutting of trees, then in that event the City, in its sole discretion, has the absolute right and power to terminate this license agreement without prior notice.

18. The City reserves the absolute right at any time, with or without cause, to modify or terminate this license agreement for the convenience of the City upon thirty (30) days written notice to Steward. Conversely, should the Steward determine, in Steward's sole discretion, that Steward no longer wishes to participate in the Land Stewardship Program, then in that event Steward may terminate this license agreement by sending written notice to Watershed Management at the below address.

19. This Land Stewardship Plan may be renewed by a subsequent owner(s) or tenant(s) of the described abutting real property by execution and acceptance of a new License Agreement by the new owner(s) or tenant(s) of such abutting real property. Watershed Management must be given written notice of any change in the ownership or control of the described abutting real property, and such notice shall be filed with Watershed Management on forms provided by Watershed Management.

20. Notices to Steward shall be sent to Steward at the address shown below Steward's signature hereto. Notices to the City shall be sent to Watershed Management at the following address: Watershed Management, 7600 Sunbury Road, Westerville, Ohio 43081. Tel (614) 645-1721 Fax (614) 645-1871

21. The City's execution of this license agreement does not vest, grant, transfer, or convey to Steward any legal or equitable title in the real property which is the subject of this license agreement.

ACKNOWLEDGMENTS

X _____
Lorraine Winters-Krzyzewski
Watershed Manager
Watershed Management Section

Date: _____, 2016

X _____
Steven E. Lowe, Land Stewardship
Watershed Management Section

Date: _____, 2016

X _____
Signature of Steward
«HISIGNATURE»

Date: _____, 2016

X _____
Signature of Steward
«HERSIGNATURE»

Date: _____, 2016

Home Telephone
«HOMEPHONE»
Work Telephone
«WORKPHONE»

Non-residential Mailing Address:
«MailingStreet»
«Mailing_City», «Mailing_State» «Mailing_Zip»

Email: _____

Guidelines for Submission of a City of Columbus Stewardship License Plan Proposal

1. Stewardship plans shall be in writing and shall consist of both a reasonably-to-scale drawing of the area and narrative describing details of proposed plantings for establishment, short-term and long-term maintenance.
2. Stewardship areas will be defined and assigned by the City of Columbus on a case by case basis for each contiguous property. Stewardship areas may not necessarily include all adjoining City of Columbus property and shall at no time include any property below a normal high water mark.

Please call the Watershed Management Section at (614)645-1287 if you have questions or wish to discuss details of your plan prior to submission. For more information about the Watershed Management Section please visit <http://watershed.columbus.gov>.

Plans may be submitted by mail to: Attn: Steven E. Lowe, Watershed Management, 7600 Sunbury Road, Westerville, OH 43081. Plans may be submitted by Email to: selowe@columbus.gov. Plans submitted in CAD format should be projected to State Plane NAD83 and defined as North or South projection, depending on area. Plan areas are available in CAD format and will be provided upon request.



City of Columbus, Department of Public Utilities
Division of Water – Watershed Management Office
7600 Sunbury Road
Westerville, OH 43081
Tel 645-1721 Fax 645-1871

**INSTRUCTION SHEET
to request a
LAND STEWARDSHIP LICENSE AGREEMENT**

Please date, sign and return both copies of the Land Stewardship Agreement. Your copy will be signed and returned. The second copy will be on held on file at Watershed Management. **Please note, as described in item 4, that along with the signed license agreement, you must submit a Land Stewardship Maintenance Plan consisting of both a drawing and a narrative.** Plan options are described in the sheet titled "Program Information." Guidelines for plan submission are given in an enclosed sheet titled "Guidelines for Submission of a City of Columbus Stewardship License Plan Proposal." Plants that may be used for landscaping of City of Columbus property are listed in enclosed sheets titled "Native Plant List." Please call us at (614) 645-1287 if you need assistance.

DESCRIPTION OF FORMS

EXHIBIT A

This form is to be **signed by any worker other than the steward(s)**. If you have a neighbor or their child help you in the stewardship area we need their signature or that of a parent or legal guardian for children less than legal age. If you have a landscape service work in the stewardship area we need a signed sheet for each worker. If a corporation is doing the work we need a signature from an officer of the corporation.

Third Party Agreement

This form is to be **used when you have a contractor** perform services under the terms of your stewardship agreement. If you have a lawn service mow an area you could file the form once and send in a renewal only if you change providers. An "Exhibit A" is needed for each worker or corporation providing service under the Third Party Agreement.



**City of Columbus, Department of Public Utilities
Division of Water – Watershed Management Office
7600 Sunbury Road
Westerville, OH 43081
Tel 645-1721 Fax 645-1871**

EXHIBIT A

(TO BE FILLED OUT BY ANY WORKER OTHER THAN THE STEWARDS, INCLUDING CONTRACTORS EMPLOYEES)

REGISTER FOR LAND STEWARDSHIP PROGRAM AND LIABILITY RELEASE

I, the undersigned, a Permittee of «Name» and as part of the consideration for the City of Columbus allowing me to participate in the above program, I do hereby consent and agree as follows:

RELEASE AND INDEMNIFICATION

The Permittee, for himself/herself/theirself, contractors, workers, agents, or anyone working with the Permittee agrees to indemnify and hold harmless the City of Columbus, Ohio and its respective officials, employees or other agents and representatives, against any loss, claim, cause of action, damage, or liability whatsoever, whether without limitation strict or absolute liability in tort or by statute imposed, charge, cost or expense, including without limitation, attorney’s fees to the extent permitted by law, which may be incurred in connection with, or in any manner arising out of any damage or loss to property or injury or death of any person resulting from, or arising out of, without limitation the operation of this permit. In no event shall Permittee or any of his/her/their contractors, workers, agents, or any third party with whom he/she/they contract(s) be considered the officers, employees, agents or other representatives of the city of Columbus.

The undersigned acknowledges and fully understands that having surveyed the premises; the City does not make any warranties or representations as to the physical conditions of the real property at the above described location. The City owes no duty of care to the Permittee. The Permittee is acting in a voluntary capacity and enters the real property at his/her/their own risk and assumes all risk of injury to person or property resulting from this license to enter the above described location for the purposes of the Land Stewardship program.

The Permittee is hereby warned of personal liability for injuries and damages and it is required that activities be covered by liability insurance.

Permittee (Please print)

Address

City **State** **Zip**

Signature of Permittee



**City of Columbus, Department of Public Utilities
 Division of Water – Watershed Management Office
 7600 Sunbury Road
 Westerville, OH 43081
 Tel 645-1721 Fax 645-1871**

Third Party Agreement
 (FOR USE WHERE A CONTRACTOR WILL BE PERFORMING WORK)

Description of services to be performed: _____

Date work may begin ___/___/___ **- Date work will be completed** ___/___/___

Hour workers may begin each day _____ AM/PM –Hour workers will finish each day _____ AM/PM

Cost of services provided (including all consideration received): _____

Both Steward and third party acknowledge the following:

1. Said services are being performed not as an employee of the city and that the means and method of performing said services are not directed by the City but solely by the Steward(s) and for the Steward(s) benefit.
2. All landscaping materials used to improve or beautify the location become property of the City of Columbus.
3. The City of Columbus incurs no financial obligation as a result of the agreement. The agreement is not for the benefit of third parties.
4. No member, contractor, employee, or agent of the steward(s) shall be permitted access to the location set forth above until said member, contractor, employee, or agent has signed the release and indemnification agreement set forth in Exhibit A, attached hereto and incorporated by reference into this agreement.

 Steward (please print)

 Address

 City State ZIP

 Signature

 Third Party (please print)

 Address

 City State ZIP

 Signature