LICENSE AGREEMENT

THIS **LICENSE** is granted this __ day of ____, 2010, by HERONS GLEN RECREATION DISTRICT, a public recreational district of Lee County, Florida ("District") to_____ whose address is_____ ("Licensee").

PREMISES

A. The District is the owner of the that certain real property located in Lee County, Florida, legally described on in OR Book ____, Page ____ of the Public Records of Lee County Florida, which is generally described as the Herons Glen Golf and Country Club ("District's Property").

B. Licensee desires to temporarily use a portion of District's Property which abuts Licensee's parcel for_____.

C. In exchange for District's permission to use District's Property, Licensee agrees to pay a License Fee in the amount of $_____ ("Fee"), plus recording costs.

D. It is intended by the parties that this Agreement will run with the land and bind the parties, as well as their assignees, successors and transferees.

LICENSE

1. License. District hereby grants to Licensee, for so long as this license is not revoked in writing, the privilege to use the District's Property for the purpose described in the premises in consideration of Licensee's strict adherence to all terms of this agreement.

2. Purposes and Permitted Uses. The license hereby granted shall be for the sole purpose described in the premises and may be revised or limited in any manner by District at any time

3. Maintenance and Repair of District's Property:.

A. Should the District's Property be damaged or impaired by Licensee in the exercise of the privileges herein granted the Licensee shall be solely responsible for the cost and expense of such damage to or repair of District's Property, including removal of any trees, other plantings and any other items placed by Licensee on District's Property, as is required to restore the District's Property to its condition prior to its use by Licensee.

B. In the event that Licensee fails to properly and promptly maintain, repair or remove trees, other plantings and any other items placed by Licensee on District's Property pursuant to this Agreement, within 14 days of receiving Notice to do so, District may undertake all such maintenance, repair or removal and charge all costs of same, including its administrative expenses, to Licensee, which charge shall be both a personal obligation of the then-owners of

Licensee's Lot and a continuing lien on the Licensee's adjacent lot, drawing interest at the highest rate permitted by Florida law until paid.

4, Plantings. If the purpose of this License is to permit Licensee to plant trees, plants, flowers or similar landscaping on District's property, then Licensee agrees that:

a. No such plantings may be made without prior written approval of both the District and the Herons Glen Homeowners Association;

b. Licensee is responsible for all watering, fertilizing, mulching, trimming and any other maintenance of the plants;

c. District may remove the plantings at any time for any reason without obligation to the Licensee; and

d. District does not warrant such plantings in any manner.

5. Insurance. Licensee shall name District as "also insured" under the terms of Licensee's Liability Insurance Policies and, if required by District, under the terms of any other insurance policies pertaining to the Licensee's use of the District's Property, or that of anyone using Districts's Property by invitation or permission of Licensee.

6. Fee. The Fee, if any, paid by Licensee is a deposit to cover the cost of monitoring and supervision of Licensee's compliance with this agreement. If the District determines, in his sole discretion, that additional monitoring or supervision is required, District will inform Licensee of the additional cost, which additional fee Licensee agrees to immediately pay.

7. License is Personal, but Obligations Run with the Land. This License is personal to Licensee. It is not assignable or otherwise transferrable without the prior written agreement of District. However, the obligations of Licensee hereunder shall run with the Licensee's own adjacent Lot and property which this Agreement benefits and the parties agree that this Agreement shall be recorded in the Public Records of Lee County, Florida, at Licensee's expense and as a covenant burdening the Lot or parcel of Licensee and as notice of such obligations to all subsequent owners of Licensee's Lot.

8. Liability for Injury. Licensee shall be solely liable for any injury or damage arising out of its use of the privileges granted herein and shall indemnify, defend and hold harmless District, it agents, employees, invitees guests and assigns from and against any and all claims, demands, costs, and expenses suits, judgments penalties or proceedings, of any kind or nature arising out Licensee's (or any use of the privileges herein granted by invitation or permission of Licensee).

9. Litigation. In the event of any litigation arising out of this License, the prevailing party will be entitled to recover all expenses and costs incurred, including reasonable attorneys' fees.

10. Termination. This agreement is terminable at will by either party.

IN WITNESS WHEREOF, the District has caused these presents be executed on the day and year first above written.

Signed, sealed and delivered
in the presence of

_____
Print Name:_____

_____
Print Name:_____

LICENSEE:

_____
_____

LICENSEE ADDRESS AND LOT NUMBER

_____

_____

Lot Number: _____

Signed, sealed and delivered
in the presence of:

_____
Print Name:_____

_____
Print Name:_____

HERONS GLEN RECREATION DISTRICT, a public recreation district of Lee County, Florida

By:_____
Name:_____
Title:_____

STATE OF FLORIDA)
) SS.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.

_____
Notary Public

_____
Printed Name

My Commission Expires:

STATE OF FLORIDA)
) SS.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.

_____
Notary Public

_____
Printed Name

My Commission Expires:

STATE OF FLORIDA)
) SS.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.

_____
Notary Public

_____
Printed Name

My Commission Expires: