



COUNTY OF JEFFERSON
OFFICE OF
SUPERINTENDENT OF HIGHWAYS

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County Superintendent

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**TEMPORARY USE AND ACCESS LICENSE AGREEMENT
(DEPOSIT AND STORAGE OF MATERIALS)**

This **TEMPORARY USE AND ACCESS LICENSE AGREEMENT** (the "Agreement") is entered into this ____ day of _____, 20__, by and between the **COUNTY OF JEFFERSON**, a municipal corporation and political subdivision of the State of New York (hereinafter "the County"), having its county seat and post office address at 195 Arsenal Street, Watertown, NY 13601, acting by and through its County Highway Superintendent or his duly appointed representative; and

_____ (hereinafter "the Owner"), owning property at _____, Parcel # _____ Town of _____, County of Jefferson, State of New York (hereinafter "the Property").

RECITALS

WHEREAS the County is currently engaged in the construction and/or maintenance _____ of (hereinafter the "Project"); and

WHEREAS the County requires a temporary location for the deposit, staging and storage of certain materials related to the Project; and

WHEREAS the Owner, in consideration of One Dollar (\$1.00), which fee is hereby waived, and the mutual covenants and restrictions contained herein, is willing to grant the County a temporary license to use a portion of said Property. **NOW, THEREFORE**, the parties agree as follows:

1. GRANT OF LICENSE AND ACCESS BY COUNTY

The Owner hereby grants to the County, its employees, agents and contractors, a non-exclusive license of ingress and egress, to enter upon and use a specific portion of the Property for the deposit, storage and/or removal of materials, and as agreed to between the parties (hereinafter the "License Area"). The Owner agrees to provide a clear, unobstructed path for heavy equipment and trucks to go to and from the License Area for the duration of this Agreement.

2. TERM AND TERMINATION

The term of this Agreement shall commence on ____ day of _____, 20 __, and shall remain in effect until the Project is completed or on the ____ day of _____, 20 __, whichever occurs first, unless extended in writing and executed by both parties. The County shall have the right to terminate this Agreement at any time, for any reason or no reason, with or without notice, and without liability to the Owner.

3. CONDITION OF MATERIALS

The County warrants that it shall not intentionally deposit any hazardous substances, chemicals or contaminated materials on the Property. All materials deposited on the Property shall remain the property of the County until the expiration of this Agreement, unless otherwise provided as set forth below. All material so stored shall not be removed or used for any purpose whatsoever by any party other than Jefferson County or its designated agents unless specified in writing and authorized by the County.

Should the County provide material to the Owner for the Owner's use at the Property, such material shall be accepted by the Owner "AS-IS" and the County makes no representations or warranties, express or implied, regarding the quality, compaction, structural integrity, or suitability of the material for any specific use (e.g., building foundations, septic systems, or agriculture). The County shall not be responsible for providing the Owner with a specific amount of materials, and the Owner agrees to accept the amount of materials deposited by the County on the Property. The materials are typically "clean fill" (soil, rock, gravel or organic debris) or asphalt millings generated from highway maintenance; however, the Owner assumes all risks associated with the composition of the materials deposited on the Property.

4. RESTORATION

Upon termination of this Agreement, the County shall (check one):

- Remove all materials and restore the License Area to substantially the same condition as existed prior to the County's use.

- Leave materials in place "AS-IS", with the County not being responsible for any spreading, leveling, grading or compacting of materials, nor restoration to substantially the same condition of the Licensing Area.

Leave materials in place, provided the County shall grade and stabilize the materials to a smooth, mowable surface and apply seed/straw and/or hydroseed.

5. RELEASE BY OWNER

To the fullest extent permitted by law, the Owner hereby releases and holds harmless the County, its officers, employees and agents from any and all claims, liability, damages, costs and expenses associated with or arising from the activities of the County, its officers, employees and agents under this Agreement, including but not limited to claims regarding environmental contamination, drainage disputes with neighbors, or personal injury occurring on the Property, except for such damages resulting from the gross negligence of the County, its officers, employees and agents.

6. OWNER’S WARRANTIES

The Owner warrants that he is the legal owner of the Property and has the full right and authority to enter into this Agreement. The Owner warrants that, to the best of his knowledge, the License Area is free of any hazardous substances or environmental contamination.

7. MISCELLANEOUS

This Agreement represents the entire understanding between the parties and shall be governed by the laws of the State of New York. Venue for any disputes shall be in Jefferson County. This Agreement cannot be modified unless in writing and executed by both parties.

THE OWNER:

THE COUNTY:

Signature

Signature

Print Name

Print Name and Title