

Prepared by and Return to:
City of Maitland
Department of Public Works
1827 Fennell Street
Maitland, FL 32751

CITY OF MAITLAND
DRIVEWAY PAVER INSTALLATION AND HOLD HARMLESS AGREEMENT

THIS DRIVEWAY PAVER INSTALLATION AND HOLD HARMLESS AGREEMENT (hereinafter referred to as “**Agreement**”) is made this _____ day of _____, 20____ by _____, whose mailing address is _____ (hereinafter referred to as “**Owner**”), in favor of the City of Maitland, Florida, a municipal corporation, organized and existing under the laws of the State of Florida, whose address is 1776 Independence Lane, Maitland, FL 32751, (hereinafter referred to as “**City**”). Owner and City may sometimes be referred to in this Agreement individually as a “**Party**” or collectively as the “**Parties**.”

WITNESSETH:

WHEREAS, Owner is the owner of fee simple title in and to certain real property located in Orange County, Florida, identified by the Orange County Property Appraiser as Parcel No.: _____, also known as _____, and which is more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference (hereinafter referred to as “**Property**”); and

WHEREAS, the Owner has applied to the City for a Right of Way Permit for the Property (hereinafter referred to as “**Permit**”) in accordance with the Permit Application submitted to the City under City Permit No. **ROW-20**_____ (hereinafter referred to as “**Permit Application**”); and

WHEREAS, the Property is adjacent and contiguous to the public right-of-way known as _____, according to the Plat thereof, recorded in Plat Book ____, Page ____ of the Public Records of Orange County, Florida (hereinafter referred to as “**Right of Way**”); and

WHEREAS, the Permit Application includes a request for approval of a driveway approach to serve the Property, consisting of brick pavers and/or other non-City standard improvements (hereinafter referred to as “**Improvements**”), within the Right of Way; and

WHEREAS, the City is willing to issue the Permit for such Improvements to be located in the Right of Way, based solely on the representations the Owner has made in this Agreement and the Permit Application materials, which representations the City is expressly relying on and without which representations, the City would not issue the Permit. Therefore, Owner understands that the issuance of the Permit is absolutely

conditioned on the accuracy of Owner's representations as well as Owner's compliance with the terms of this Agreement:

NOW THEREFORE, in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties thereto, the Owner does hereby agree as follows:

1. Recitals. The Recitals set forth above are hereby incorporated into the body of this Agreement by reference as if fully set forth herein.

2. Installation, Operation, and Maintenance of Improvements. Upon issuance of the Permit, the Owner will install, construct, and maintain the Improvements at Owner's sole cost and expense as described and depicted on the Permit. Further, Owner shall repair any damage caused to the Right of Way and its associated existing improvements arising from the Owner's use of the Right of Way pursuant to the Permit. Owner does hereby recognize and acknowledge that responsibility for maintenance of the permitted Improvements is solely and completely Owner's responsibility, regardless of notification from the City. Should Owner's failure to maintain the Improvements require Code Enforcement Action resulting in a finding of violation by the City's Code Enforcement Board, the City reserves the right to revoke and terminate this Agreement and the Permit for Improvements within the Right of Way, and require the removal of said Improvements at the Owner's cost. The Owner shall be required to obtain a permit from the City for the removal, expansion, or modification of said Improvements and restore the Right of Way consistent with all applicable rules and regulations, including the then approved City standards.

3. Limitations on Owner's use of Right of Way. Owner's use of the Right of Way is limited to the area set forth and described in the Permit. Further, the City shall retain the right to maintain and operate the Right of Way in the manner it deems necessary. The Owner acknowledges and agrees that, should City maintenance, repair, or other activity be required in the Right of Way which activity impacts said Improvements, the City shall not restore the non-standard driveway Improvements, and shall, in fact, only restore the driveway, sidewalk, and approach to the then approved City standards. Should any City activity impact said Improvements, Owner may choose (if City agrees to same) to restore the Improvements to the pre-activity condition, at Owner's sole cost and expense.

4. This Agreement shall be construed as a license, terminable at will, and not as an easement, or any interest in real property. Owner acknowledges and agrees that City may revoke and terminate this Agreement at any time.

5. Hold Harmless/Indemnification. The Owner, their assigns, heirs, executors, administrators, representatives and successors in interest, hereby agree to and shall indemnify, release, hold harmless, and defend the City, its officers, agents, representatives, contractors, and employees, from and against all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses (including reasonable attorney's fees up to and including at trial and on appeal) that may arise out of or in connection with the Improvements installed by the Owner under the Permit; provided, however, that nothing provided herein shall require indemnification for any claim caused solely by the City's own intentional or negligent tortious act.

6. Covenant. This Agreement shall be recorded in the Public Records of Orange County and shall be binding upon the Owner, their successors, assigns, heirs, executors, administrators, representatives, or upon all persons acquiring an interest in the Property hereafter. This Agreement constitutes a covenant running with the land and shall be binding upon the assigns and successors in interest, personal representatives, executors, and administrators of the Parties hereto.

7. Period of Agreement. This Agreement shall run in perpetuity for the time period that Permit issued by the City remains in effect or until the Improvements within the Right of Way are removed or replaced with standard improvements.

8. Miscellaneous. If City revokes the Permit and terminates this Agreement, City will execute and record a Release of this Agreement in the Public Records of Orange County, Florida.

9. Captions. The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

10. Severability. If any part of this Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Agreement, if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the Parties can be affected. To that end, this Agreement is declared severable.

[Signature Pages to Follow]

IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first written above.

Signed, sealed and delivered in the presence of:

Signature of Witness # 1

Print or type name

Signature of Witness # 2

Print or type name

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence OR online notarization, this _____ day of 20 __, by _____

Signature of Notary Public

Printed Name of Notary Public

My Commission Expires: _____

Personally known OR produced identification

Type of Identification Produced _____

ACCEPTED BY THE CITY OF MAITLAND

By: _____
Director of Public Works

Date: _____

EXHIBIT “A”

PROPERTY