



City of South Pasadena

COMMUNITY IMPROVEMENT DEPARTMENT

Office Address:

6940 Hibiscus Ave S
South Pasadena, FL 33707

Mailing Address:

7047 Sunset Dr S
South Pasadena, FL 33707

PHONE: (727) 343-4192 FAX: (727) 381-4819

Right of Way Permit Application

PERMIT # _____

1. A signed copy of the contract or proposal is required on **all** permits
2. Survey is required for **all** fences, driveways, additions, and pools
3. At submittal, original/certified copy of FILED Notice of Commencement is required on **all** jobs of **\$2,500** or greater in value (except HVAC)

Date _____ Valuation of Job \$ _____

Construction Company Name _____

Address, City, State, Zip _____

Office Phone # _____ Contact Person & Phone # _____

Property Owner _____ Phone: _____

Address, City, State, Zip _____

Construction Address _____

Architect/Engineer's Name _____

Description of Work in Detail with Job Type _____

As a condition to the issuance of this Permit, I promise in good faith that I will immediately deliver the required Florida Construction Lien Law Statement to the persons whose property is subject to attachment. I understand that a separate permit must be secured for all work not provided in this application. I certify that all foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating zoning and construction.

Contractor or Agent's Signature _____ Date _____

Print Contractor or Agent's Name _____ Date _____

Application Approved by _____ Approval Date _____

THIS INSTRUMENT PREPARED BY AND
RETURN TO:

CITY OF SOUTH PASADENA
7047 SUNSET DRIVE SOUTH
SOUTH PASADENA, FLORIDA 33707

RIGHT-OF-WAY HOLD HARMLESS AGREEMENT

This Agreement is made on _____ by and between City of South Pasadena, a Florida Municipal Corporation, whose address is 7047 Sunset Drive South, South Pasadena, Florida 33707 ("City") and _____ ("Owner") whose address is _____.

WHEREAS, Owner is the fee title holder to the property located in the City of South Pasadena, Florida, and specifically described in Exhibit "A" (the "Property"); and

WHEREAS, the City owns the right of way that exists over Owner's Property; and

WHEREAS, Owner desires to construct a driveway; and

WHEREAS, the driveway will interfere with the City's right-of-way rights on the Property; and

WHEREAS, Owner has obtained City approval for construction in accordance with permit number _____; and

WHEREAS, the City does not object to the Owner's use of the City's right-of-way so long as the Owner agrees to hold the City harmless and maintain, repair, and/or remove the driveway in perpetuity upon request and at no cost to the City.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and such other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. Owner may construct a driveway within the City's right-of-way described in Exhibit "A," in accordance with the plans and specifications depicted in attached Exhibit "B," as approved by the City through the appropriate permitting process.

2. Owner agrees to perpetually maintain the improvements installed as indicated on Exhibit "B" at no cost to the City. This includes timely replacement of damaged or broken materials and the avoidance of uneven pavement surfaces. Owner is required to perform all maintenance at his/her expense.

3. In the event Owner fails to make timely repairs, the parties agree that the City may revoke this approval and may either make any necessary repair or may remove the driveway at Owner's expense. Owner agrees to prevent the creation of any obstructions or conditions that may be dangerous to the public, and if Owner is unable to prevent such dangers, Owner will hold the City harmless for any resulting damages to property or persons.

4. Owner agrees to indemnify, hold harmless, and defend the City and all of its officers, agents, consultants, and employees from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recoverable against it or them by reason of any act or omission of the Owner, or the Owners' agents, consultants, employees, or subcontractors during the installation and/or maintenance of the improvements identified in Exhibit "B" or as contemplated by this Agreement. This includes any costs related to these actions.

5. Owner agrees to hold the City harmless, and assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident.

6. Owner agrees to assume all responsibility for loss because of neglect or violation of any state or federal law or local government rule, regulation, or order. The Owner will give all required notices relating to the improvement or its maintenance contemplated by this Agreement to the proper authorities. In addition, Owner will obtain all necessary permits and licenses and pay all appropriate fees.

7. Owner agrees to repair any damage that may occur to any adjoining building, structure, utility easement, roadway, City property, or private property during the course of this work.

8. Owner agrees to repair, restore, or rebuild any damage to City property caused by the installation, construction, or maintenance of the improvements contemplated by this Agreement.

9. If the City requires use or access of the right-of-way, Owner agrees to remove, relocate, or replace the improvements as determined appropriate by the City. The cost of relocation, removal, or replacement of the Owner's improvements will be borne entirely by the Owner.

10. This Agreement will continue in full force and be in effect until either the City adopts a resolution vacating the right-of-way, or if the Owner terminates this Agreement, then the City may, by written notice delivered within thirty (30) days after receipt of Owner's termination notice, require Owner to remove, at Owner's sole expense, all improvements placed within the right-of-way in accordance with this Agreement.

11. This Agreement runs with the Property described in Exhibit "A."

12. This Agreement is binding upon, and inures to the benefit of the parties, their respective legal representatives, successors, and assigns.

13. Owner may assign the rights and obligations set forth in this Agreement. Owner understands Owner will remain responsible for compliance with the terms of this Agreement until the assignee provides written documentation, acceptable to the City Attorney's Office, accepting responsibility for compliance with the terms and conditions of this Agreement, including indemnification. However, a transfer in the title to the Property described in Exhibit "A" carries with it the responsibility for compliance with this Agreement as though the Agreement were a covenant on the Property, with no further action by successor titleholder required.

14. This Agreement will be construed and enforced in accordance with Florida law.

15. This Agreement constitutes the entire Agreement between the parties and may not be modified except by written agreement executed with the same formality.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and date first above written:

Owner's Signature

Owner's Printed Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing Agreement was acknowledged before me _____, on
this day _____ of _____, 20__ by _____.
He/she is personally known to me or has produced the following identification:

Name of signer

Notary Signature: _____

Carley Lewis, City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[Insert]