

DRIVEWAY AND SIDEWALK AGREEMENT

This Driveway/Sidewalk Agreement ("Agreement") is made this ____ day of _____, 20____, by and between the CITY OF SAFETY HARBOR, FLORIDA, a municipal corporation ("City"), and _____ the ("Property Owner,") whose address is _____.

RECITALS

WHEREAS, The City of Safety Harbor has authority to limit or prohibit the use of the right-of-way and easements within the City of Safety Harbor, and

WHEREAS, The City of Safety Harbor has the authority to issue permits for the use of the right-of-way and easements, including for driveways pursuant to Section 20, Art. III of the City Code, and sidewalk; and

WHEREAS, The citizens of Safety Harbor have expressed an interest in using decorative street pavers and/or decorative finishes in the construction of driveways and sidewalk; and

WHEREAS, the Property Owner is the fee simple owner of real property, as described in **Exhibit A**, attached hereto, located within the municipal limits of the City of Safety Harbor, Florida, and has the desire to use decorative finishes in the construction of a driveway and sidewalk.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Recitals and Exhibits attached hereto. The above recitals are true and correct.
2. Installation and Removal. The City hereby agrees to allow the Property Owner to install decorative street pavers and/or decorative finishes in the right-of-way and/or an easement pursuant to driveway permit No._____. In the event the decorative street pavers and/or decorative finishes are removed by the City for any purpose, including but not limited to activity in street, sidewalk, drainage or utility areas, the City will not be responsible, for any reason, for replacing the decorative street pavers and/or decorative finishes and shall only be responsible for replacement by a typical concrete, asphalt or other standard driveway apron and standard concrete sidewalk. The Property Owner, its heirs, successors and assigns shall be solely responsible for all expenses relating to the installation and/or replacement of the decorative street pavers and/or decorative finishes.
3. Maintenance Obligation; Failure to Maintain. The Property Owner, its heirs,

successors, and assigns, hereby agree to maintain any decorative street pavers and/or decorative finishes placed in the right-of-way and/or and easement pursuant to driveway permit No. _____.

In the event that the Property Owner, its heirs, successors and assigns fail to properly maintain the decorative pavers and/or decorative finishes to the City's sole satisfaction, the City shall notify, in writing, the Property Owner, its heirs, successors and assigns. If, after thirty (30) days receipt of written notice, the Property Owner, its heirs, successors and assigns fails to correct the unsatisfactory maintenance, the City will have the right to either perform maintenance or replace the decorative street pavers and/or decorative finishes with a standard driveway apron and standard concrete sidewalk. The Property Owner shall reimburse the City all expenses caused by the Property Owners failure to maintain the decorative street pavers and/or decorative finishes.

4. Indemnification. The Property Owner, its heirs, successors and assigns agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury or property damage, including loss of use caused by the negligent or deliberate acts or omissions of the Property Owner, its agents, officers or employees or arising in any way out of the Property Owner's installation, maintenance or replacement of decorative street pavers and/or decorative finishes. This provision applies to and includes any heirs, successors and/or assigns of the Property Owner.

5. Permit. Nothing herein shall be construed as waiving any requirements for the Property Owner, its heirs, successors and/or assigns from applying for and receiving from the City any and all necessary permits as required by City ordinances, regulations and codes.

6. Binding Effect. The Parties hereby acknowledge that this Agreement shall bind the Property Owner, its heirs, successors and assigns and that it shall be the responsibility of the Property Owner to record this Agreement in the official records of Pinellas County with the Clerk of the Circuit Court and that it shall be the responsibility of the Property Owner to inform and/or notify any heirs, successors and/or assigns of the binding effect of this Agreement.

7. Attorneys' Fees. In the event the City employs an attorney to enforce any of the provisions of this Agreement, or any of its rights, remedies or privileges, it shall be entitled to recover its reasonable attorney fees and costs if it prevails in any legal proceeding.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF SAFETY HARBOR

By: _____
City Manager or Designee

Date: _____

PROPERTY OWNER

By: _____

Date: _____

**STATE OF FLORIDA
COUNTY OF PINELLAS**

The forgoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____ 20____ by _____ of _____, a Florida municipal corporation, on behalf of the corporation. He/she is personally known to me or has produced identification. Type of ID _____

Signature _____

(NOTARY SEAL)

Name printed _____

Title or rank _____

Serial Number, if any _____