

**THIS INSTRUMENT PREPARED BY
AND RETURN TO:**

**City of Winter Park
Dept. of Public Works
401 Park Avenue, South
Winter Park, Fl 32789**

**AGREEMENT FOR INSTALLATION OF NON-STANDARD
DRIVEWAY ACCESS APRON IN RIGHT-OF-WAY**

THIS AGREEMENT made this _____ day of _____, 20____, by and between the CITY OF WINTER PARK, FLORIDA (hereinafter referred to as "City"), and _____, a Florida limited liability company, (hereinafter referred to as "Owner").

WHEREAS, Owner presently owns the property located at _____, Winter Park, Florida, (the "Property"), which Property is within the corporate limits of the City of Winter Park, Florida; and

WHEREAS, Owner desires to install/construct a driveway and access apron consisting of a "non-standard" material, which will be constructed in the City's right-of-way; and

WHEREAS, the City is willing to allow Owner to install/construct a driveway and access apron with "non-standard" material within the right-of-way without prejudice to the City's right to have the driveway and access apron removed at a later date at the expense of Owner; and

WHEREAS, Owner understands that at any time the City may require Owner to remove the aforesaid driveway and access apron from the right-of-way;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

1. The "**Whereas**" clauses set forth above are true and accurate and are hereby incorporated herein.

2. The City hereby authorizes and allows Owner to encroach into the City's right-of-way by the installation/construction of a driveway and access apron with "non-standard" materials, said construction to be in accordance with plans and specifications on file or to be on file with, and approved by the City.

3. At any time the City may require either the permanent or temporary removal of said driveway and access apron installed/ constructed by Owner within the said right-of-way, and Owner both for themselves and their successors in interest in the Property agree, that at such time as the City requires either temporary or permanent removal of the aforesaid driveway and access apron, they will do so promptly and at their own expense and that, if they should fail to do so within thirty (30) days of a written request from

the City for a permanent removal, or within three (3) days of a written request from the City for a temporary removal, the City may remove the aforesaid driveway and access apron and impose the cost of removal thereof as a lien against the Property. Such lien shall be on a parity or coequal with the lien of all state, county, district and city taxes, superior in dignity to all other liens, titles and claims. In the event of an emergency, the City shall have the right to remove the driveway and access apron without notice to Owner and without any obligation or liability to Owner for damage to the driveway and access apron.

4. To the fullest extent permitted by law, Owner, jointly and severally, hereby indemnifies and agrees to hold harmless the City, its officers, agents and employees, from and against all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting from the construction, location, and maintenance of the aforesaid driveway and access apron within the City's right-of-way.

5. Owner understands and agrees that this encroachment into the right-of-way is for a permissive use only and that the placing of the driveway and access apron in the right-of-way shall not operate to create or vest any property rights in Owner.

6. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto on the day and year first above written.

Signed, Sealed and Delivered
In the Presence of:

CITY OF WINTER PARK, FLORIDA
401 Park Avenue South
Winter Park, Florida 32789

Print Name _____

BY _____
Randy B. Knight, City Manager

Print Name _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by Randy B. Knight, City Manager of the City of Winter Park, Florida, a municipal corporation, on behalf of said municipal corporation, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC
Print Name _____

My Commission Expires:

Non-Standard Driveway Access Apron in ROW
LIMITED LIABILITY/October 1, 2009

OWNER SIGNATURE

Signed, Sealed and Delivered
In the Presence of:

_____, a
Florida limited liability company

Print Name _____

By: _____
Print Name _____
As its _____
Address: _____

Print Name _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of _____, a Florida limited liability company, on behalf of said limited liability company. He/She is personally known to me or who produced _____ as identification.

NOTARY PUBLIC
Print Name _____

My Commission Expires: