

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

City of Winter Park
Dept. of Public Works
500 Virginia Ave, North
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 _____ and _____, (hereinafter referred to as "Owners").

WHEREAS, Owners presently own 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, Owners desire 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 Owners 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 Owners; and

WHEREAS, Owners understand that at any time the City may require Owners 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 Owners 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 such driveway and access apron installed/constructed by Owners within such right-of-way, and Owners, 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, the Owners 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. To the extent permitted by law, such lien will 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 has the right to remove the driveway and access apron without notice to Owners and without any obligation or liability to Owners for damage to the driveway and access apron.

4. To the fullest extent permitted by law, Owners, jointly and severally, hereby indemnify and agree 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. Owners understand and agree 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 does 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 heirs, personal representatives, 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.

CITY OF WINTER PARK, FLORIDA

401 Park Avenue South
Winter Park, Florida 32789

BY _____

Randy B. Knight,
City Manager

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 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

My Commission Expires:
Print Name _____

OWNERS' SIGNATURES

SIGN _____

Print Name _____

Address _____

Winter Park, Florida

zip code

SIGN _____

Print Name _____

Address _____

Winter Park, Florida

zip code

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 _____ and _____, who are personally known to me or who produced _____ as identification.

Name _____

My Commission Expires:

NOTARY PUBLIC

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