



Right of Way Permit #: _____

DRIVEWAY PAVERS IN PUBLIC RIGHT-OF-WAY LICENSE AGREEMENT ALL WORK IN THE RIGHT-OF-WAY REQUIRES A PERMIT

Date: _____

Applicant / Owner Name: _____

Street Address of Permitted Property: _____

Phone Number: _____ Cell Number: _____

Email Address: _____

Tax Parcel ID No: _____

Legal Description: _____

Description of Proposed Work: _____

Requested Start Date: _____ Construction Duration: _____

Project Contractor: _____ Phone Number: _____

Email Address to Send Permit: _____

Terms of Agreement:

I, _____, as Owner and legal occupant of the above-referenced property, agrees to each of the following as additional conditions applicable to the permit referenced above, which authorizes the installation of pavers within City right-of-way, on behalf of the Owner (and Owner's personal representatives, heirs, executors, administrators, agents, and assigns):

1. The Owner will be responsible for all costs of maintaining and repairing the pavers, including re-bordering, cleaning, re-sanding, replacing, resetting, and washing, regardless of the reason such maintenance or repair may be required.
2. The Owner will be responsible for all costs of removing pavers, including the costs of Restoration Work within the right-of-way such as construction of a driveway apron meeting applicable City standards, regardless of the reason such removal may be required.
3. The Agreement is for a license only, and Owner acquires no property interest in City right-of-way. The City retains all police powers, including all authority under Articles III and VII of Chapter 86 of the Daytona Beach Code of Ordinances; and the City at any time may require any of the activities referenced in Paragraphs 1 or 2 above to protect public health, safety, or welfare. If the City determines that such activities are necessary, the City may provide written notice to Owner demanding that Owner take such action. In such instance, Owner will promptly take the required action.
4. If the City at any time determines that (i) any of the activities described in Paragraphs 1 or 2 are necessary and (ii) there is insufficient time to provide Owner notice and an opportunity to perform such action for any reason, including an imminent threat to public health, safety, or welfare, or Owner's failure to respond to previous notice provided under Paragraph 3, above; the City may without additional notice to Owner take such action. Owner will be liable for the City's cost of such action, and will pay all amounts owed to the City within 30 days of the City's provision of a written bill for such costs.



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5. The Owner hereby irrevocably waives, releases, and forever discharges any and all actions, suits, obligations, debts, liens, causes of action, or claims (known and unknown) for damages against the City, and the City's officers, employees, and agents (hereinafter collectively referred to as the "Released Parties") for personal injury, death, property damage, attorney's fees and litigation costs, damages, judgments, orders, or liabilities of whatever kind or nature in law, contract, or equity, arising from or related to the installation, maintenance, replacement, repair, or removal of the pavers (including Restoration Work) referenced herein, or from the alleged failure to install, maintain, replace, repair, or remove such pavers (or engage in related Restoration Work).
6. The Owner will indemnify, defend, and hold harmless the Released Parties from and against all claims of every kind and nature for personal injury, death, property damage, attorney's fees and litigation costs, damages, judgments, orders, or liabilities of whatever kind or nature in law, contract, or equity, arising from or related to the installation, maintenance, replacement, repair, or removal of the pavers (including Restoration Work) referenced herein, or from the alleged failure to install, maintain, replace, repair, or remove such pavers (including Restoration Work).
7. These conditions will run with the land and will be fully binding upon Owner's successors-in-interest in the Property referenced above.
8. The term, "Owner," as used in this Agreement, includes all parties signing below. If more than one person signs below as Owner, they agree to be jointly and severally bound by these provisions.
9. Owner acknowledges and agrees that this Agreement will become effective only upon issuance by the City of a right-of-way permit authorizing the installation of the pavers and specifically incorporating this Agreement into such permit's terms and conditions. Owner further acknowledges that this Agreement is fully subject to all permits terms and conditions; and that this Agreement will automatically terminate if such permit is revoked or terminated.

IN WITNESS WHEREOF, Owner has signed below, in full agreement will all conditions.

Signed: _____ Date signed: _____

Printed Name: _____

State of Florida
County of Volusia

Before me personally appeared _____ . He or she is well known to me or presented _____ as identification, and [did / did not] take an oath.

NOTARY PUBLIC

My commission expires: _____



The CITY OF DAYTONA BEACH
"THE WORLD'S MOST FAMOUS BEACH"

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(Complete and notarize below only if there are two property owners)

Signed: _____ Date signed: _____

Printed Name: _____

State of Florida
County of Volusia

Before me personally appeared _____ . He or she is well known to me or presented _____ as identification, and [did/did not] take an oath.

NOTARY PUBLIC

My commission expires: _____

Submit Agreement to:

trimarchiphil@codb.us

or

**THE CITY OF DAYTONA BEACH
TECHNICAL SERVICES DIVISION
P.O. BOX 2451, DAYTONA BEACH, FL 32115-2451
ATTENTION: PHIL TRIMARCHI
PHONE #: (386) 671-8628 FAX #: (386) 671-8620**