

## RIGHT-OF-WAY DRIVEWAY PAVER AGREEMENT

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Date: \_\_\_\_\_

Applicant / Owner Name: \_\_\_\_\_

Street Address of Permitted Property: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_

Email Address: \_\_\_\_\_ Parcel ID: \_\_\_\_\_

Description of Proposed Work: \_\_\_\_\_

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Requested Start Date: \_\_\_\_\_ Construction Duration: \_\_\_\_\_

Project Contractor: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email Address to Send Permit: \_\_\_\_\_

### Terms of Agreement:

I/We, \_\_\_\_\_, as Owner(s) and legal occupant(s) ("Owner") of the above-referenced property ("Property"), agree 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 shall be solely responsible for all costs of maintaining and repairing the pavers, including re-bordering, cleaning, re-sanding, replacing, resetting, washing, regardless of the reason such maintenance or repair may be required. The City shall not be liable for the costs of any maintenance, repair, or replacement of the paver driveway regardless of the reason(s) requiring the maintenance or repair.
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. In the event any property owner fails to maintain and repair the paver materials within the City's right-of-way, the City may, without prior notice to the property owner perform the necessary maintenance, repair, or replace any portion of the driveway within the City's right-of-way, using any materials approved by the City's Code of Ordinances or Land Development Code (City Code). In no circumstances shall the City be obligated to replace pavers. Alternatively, if the director of

public works, or designee, deems appropriate, the property owner may be given notice and an opportunity to bring the driveway into compliance with the City Code. The property owner is responsible for the costs of any repairs made by the City pursuant to this section.

4. This Agreement is for a license only, and Owner acquires no property interest in the City right-of-way.
5. A property owner, occupant or agent shall regularly inspect a sidewalk composed of pavers. Where a sidewalk composed of pavers is in the public right-of-way and in violation of the City Code, the owner, occupant or agent thereof, must repair or replace the damage in the manner provided in this division for the construction of new sidewalks at his or her own expense. If the owner, occupant, or third party does not repair or replace the non-compliant pavers, the City may perform any repairs or replacement the City deems necessary at the expense of the owner.
6. A paver driveway across or through the sidewalk must be installed pursuant to an approved site plan or a right-of-way use permit.
7. Driveways must be installed and at all times maintained in compliance with Americans with Disabilities Act (ADA) requirements, as may be subsequently modified.
8. Approval for a paver driveway across or through the sidewalk shall not be granted for the installation of a paver sidewalk if the City has not been fully compensated for prior expenses incurred in removing, repairing, or replacing a non-compliant paver sidewalk on the subject property.
9. Approval for a paver driveway across or through the sidewalk shall not be granted for the installation of a paver sidewalk on a City road when the sidewalk maintenance responsibility, by operation of law or otherwise, is deemed to belong to a county.
10. A person, including the City, that is injured, aggrieved or against whom a civil action for damage, injunction, or other relief is brought to recover for injuries or damage arising out of a violation of this Agreement, or to correct a condition in violation of this Agreement, may bring a civil action in any court of competent jurisdiction against the adjacent or abutting property owner, occupant, or agent of such property, or third party who contributed to the violation of this section, for damages according to the percentages that the property owner, occupant, agent or third party's violation, negligence or wrongful acts or omissions contributed to any alleged injuries or damages. The City may assert as a defense in any such action that a violation of this chapter caused or allowed to be caused by an adjacent or abutting property owner, occupant, or agent of such property, or a third party reduces the City's liability in whole or in part by such property owner, occupant, or agent of such property, or third party's violation, negligence wrongful acts or omissions.
11. The Owner hereby irrevocably waives, releases, and forever discharges any and all action, 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).
12. 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, order, 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).
13. These conditions will run with the land and will be fully binding on Owner's successors-in-interest in the Property referenced above.

14. 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.
15. Owner acknowledges and agrees that this Agreement will become effective only upon issuance of a building 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 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 with all conditions.

Signature: \_\_\_\_\_

Date signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  
 online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_.

(NOTARY SEAL)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Name of Notary (typed, printed, or stamped)

Personally Known or  Produced Identification

Type of Identification Produced: \_\_\_\_\_

*Complete and notarize below only if there are two property owners*

Signature: \_\_\_\_\_

Date signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  
 online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_.

(NOTARY SEAL)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Name of Notary (typed, printed, or stamped)

Personally Known or  Produced Identification

Type of Identification Produced: \_\_\_\_\_

**Please record this document with the Pinellas County Clerk of the Circuit Court and  
Comptroller, and return the recorded document to the City of Tarpon Springs.**