

Return To: City Clerk
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164



RIGHT-OF-WAY UTILIZATION AGREEMENT

This Right-of-Way Utilization Agreement ("Agreement") is entered into this ____ day of _____, 20____ by and between the CITY OF PALM COAST ("City"), a Florida municipal corporation, whose address is 160 Lake Avenue, Palm Coast, FL, 32164, and _____

(Print Legal Names of Trustee(s) as Shown on Trust)

as Trustee(s), under the _____ Trust dated _____

(Print Legal Name of Trust)

_____ ("Licensee") whose primary address is _____

Street

City State Zip

WITNESSETH:

WHEREAS, City has jurisdiction over certain streets and rights-of-way located within the incorporated limits of the City of Palm Coast in accordance with provisions of State law including, but not limited to, the Florida Transportation Code as set forth in Section 334.01, Florida Statutes; and

WHEREAS, these public rights-of-way are held by City for the benefit and general use of the public for functions including, but not limited to, vehicular and pedestrian travel and land access, and installation and maintenance of various public utilities and for conveyance, treatment, and disposal of stormwater all as set forth in State law; and

WHEREAS, it is the City's policy to preserve the utility of these public rights-of-way for the above-stated purposes; and

WHEREAS, Owner is the owner of certain property within the incorporated limits of the City of Palm Coast located at _____ identified as Parcel ID # _____ ("Owner Property").
Street # and Name

WHEREAS, Owner is seeking to improve the Owner Property including a right-of-way shown in Exhibit "A", attached hereto, by installing and maintaining brick pavers for a driveway ("Improvements"); and

WHEREAS, Owner has requested authorization from City to make said Improvements; and

WHEREAS, City will permit Owner to make said Improvements subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.
2. Owner shall make the Improvements in accordance with the City approved plans attached hereto as Exhibit "B."
3. The Improvements shall in no way be extended or modified by the Owner without prior written approval of the City. However, Owner may remove said Improvements and fully restore the right-of-way to substantially the same as its previous condition, as determined by the City Manager or his designee.
4. Owner shall be solely responsible for the maintenance or replacement of said Improvements within the right-of-way.
5. If, at any time, and for any reason, City performs work within the right-of-way requiring removal or alteration of said Improvements, City shall not be responsible for any repair or replacement to Improvements.
6. Owner shall otherwise fully comply with all applicable portions of City's land development regulations and all other codes and ordinances of the City.

This Agreement shall be recorded in the Official Records of Flagler County, Florida, and shall be binding upon and inure to the benefit of the both City and Owner and their successors in interest to said property.

WITNESSES:

(print)

(print)

OWNER(S):

By: _____
(Owner/Trustee Signature)

_____, as Trustee

of the _____ Trust dated
(Print Legal Name of Trust)

_____.

By: _____
(Owner/Trustee Signature)

_____, as Trustee

of the _____ Trust dated
(Print Legal Name of Trust)

_____.

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____, as Trustee(s) of the _____ Trust dated _____ (check one) who is/are personally known to me or who provided _____ as identification.

Notary Public – State of Florida
Print Name: _____
My Commission expires: _____

APPROVED BY CITY OF PALM COAST:

By: _____
*Ray Tyner, Deputy Chief Development Officer
or
Jason DeLorenzo, Chief Development Officer

Date: _____

*Upon delegation from City Manager on file with the City Clerk of the City of Palm Coast.

EXHIBIT "A"

[RIGHT-OF-WAY]

Use Site Plan showing paver driveway for Exhibit A

EXHIBIT “B”

[PLANS]

Use Engineer Diagrams (2 pages) for Exhibit B