

<p><b>CITY OF EDGEWATER BUILDING DEPARTMENT</b> 104 North Riverside Drive Edgewater, Florida 32132 Phone: (386) 424-2400 X 1514 FAX: (386) 424-2423</p>	 <p><b>RIGHT OF WAY RELEASE/HOLD HARMLESS AGREEMENT FOR PAVER DRIVEWAYS ONLY</b></p>
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**JOB SITE**

STREET ADDRESS: \_\_\_\_\_ UNIT #: \_\_\_\_\_

COUNTY: VOLUSIA LOT(S) # \_\_\_\_\_ BLOCK \_\_\_\_\_ PARCEL ID # \_\_\_\_\_

I (we), \_\_\_\_\_ (owner), in exchange for the allowance to use alternative materials or construction finishes (most commonly known as pavers) within City of Edgewater right of way to enhance the accepted standard materials per Land Development Code 21-52.02, submit and agree to the following conditions as owner of the above-described property:

- The City of Edgewater and any other users of the right of way are hereby released from the responsibility for damage to, and the like-kind repair or replacement of, any alternative or "enhanced materials damaged in the performance of their work, maintenance or other duties whether such damage occurs by necessity or by negligence. Any and all repairs will be made with standard materials unless the property owner specifically requests that repair or replacement not be made so that such owner may make his own like-kind repairs.
- As owner, I (we) acknowledge and accept responsibility for all maintenance needs for alternative or enhanced materials, specifically including, but not limited to, maintenance of a safe and stable roadside zone.
- If the CITY determines that pavers are not maintained in accordance with the approved City Use Permit, after ten (10) days written notice of the finding of maintenance failure and OWNER fails to correct the condition, the CITY may replace the pavers with a concrete or asphalt apron as determined by the CITY. The cost of the CITY'S replacement of the improvements will be borne by the OWNER, or such cost will become a lien on the OWNER'S property adjacent to CITY right-of-way, described above after notice as provided by law.
- The OWNER agrees to indemnify, hold harmless and defend the CITY, from and against, all liability and expense, including reasonable attorneys' fees and costs, including appellate fees and costs, in conjunction with any and all claims whatsoever for personal injuries or property damage, including loss of use caused by the negligent or deliberate acts or omissions of the OWNER, his/her/their agents, officers or employees arising in any way out of the installation and maintenance of pavers.
- This agreement will run with the land and be binding on the OWNER, assignees, and successors in interest in the property.
- As present owner, I (we) agree to disclose the above agreement to future owners of the subject property and further acknowledge that said Agreement will be recorded into public record with the Volusia County Clerk of Court. No issuance of an approved driveway and site drainage permit will be completed until the Agreement is recorded.

This Notice does not constitute a representation that lawful access to the parcel exists.

IN WITNESS, WHEREOF the undersigned owner(s) have/has executed this Notice/Agreement on this day of \_\_\_\_\_, \_\_\_\_\_.

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

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

**NOTARY of the State of Florida** County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public, State of Florida SEAL: