



Planning Department
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RIGHT-OF-WAY/EASMENT CONSTRUCTION AGREEMENT

This agreement is made this ___ day of _____, 20__ by and between the City of Callaway, Florida, a municipal corporation operating under the laws of the State of Florida, and _____.

WHEREAS, _____ (Citizens) wish to construct improvements in the City of Callaway's (City) right-of-way/easement located adjacent to _____, Callaway, FL.

WHEREAS, _____ plan to make the following improvements:

NOW THEREFORE, for and in consideration of the foregoing and based upon the promises and representations of _____ to the City, the parties agree as follows:

SECTION 1. Indemnification. The City is not liable for the obstructions in the right-of-way. The Citizen agrees to indemnify and hold the City of Callaway harmless against any loss, costs, damages, expenses, claims, actions, or liability, including attorney's fees, for personal injury or property damage occurring as a result of the placement of structures, walls, gates, signs, or vegetation other than grass within the right-of-way.

SECTION 2. Location of Improvements. No structures, walls, gates, signs, or vegetation other than grass will be closer than three (3) feet to the edge of the roadway pavement, except where sidewalks exist. The location and type of improvements included in this agreement are shown on Exhibit 1. The Citizen agrees that only these improvements will be placed in the right-of-way.

SECTION 3. Maintenance of Improvements. The Citizen will bear the cost of removal, replacement, or repair of any damages done to the structures, walls, gates, signs, or vegetation within the right-of-way. The Citizen is responsible for maintaining the structures, walls, gates, signs, or vegetation within the right-of-way.

(a). The Citizen is responsible for the lawn maintenance, including high grass and weeds and / or unattended vegetation on both sides of the fence, as to not create any addition maintenance for the City of Callaway.

SECTION 4. Non-Transferability. This agreement is not transferable.

SECTION 5. Termination. The City can terminate this agreement upon written notice to the Citizen. Upon receipt of the notice, the Citizen agrees to remove all structures, walls, gates, signs, or vegetation, other than grass, in the right-of-way within a reasonable amount of time.

CITY OF CALLAWAY

City Manager

Attest: _____
Signature

CITIZEN(S) _____

Signature

Signature

STATE OF FLORIDA
COUNTY OF BAY

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

Notary Stamp