



## DRIVEWAY AGREEMENT

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between \_\_\_\_\_, hereinafter referred to as owner of that property located at \_\_\_\_\_, and legally described as \_\_\_\_\_, and the City of St. Pete Beach, hereinafter referred to as City.

\_\_\_\_\_ has applied to the City of St. Pete Beach for approval of the installation of decorative street pavers and/or decorative finishes within the right-of-way as shown on the attached diagram (Exhibit A).

1. As a condition for the City's approval of the application, the owner agrees to maintain the decorative street pavers and/or finishes in accord with maintenance standards established by the City Manager from time to time.
2. The City may remove the decorative street pavers and/or finishes at its discretion for any public works project undertaken by the City. In that event the decorative street pavers and/or other decorative finishes are removed by St. Pete Beach for a public works project, the City will not be responsible for replacing the decorative pavers or finish, but will only be responsible for replacement with a typical concrete, asphalt or other standard apron. Should the property owner desire to have the decorative street pavers and/or decorative finishes replaced, the property owner shall be responsible for the cost of replacement.
3. In the event the City Manager in his sole discretion finds that the decorative street pavers and/or decorative finishes are not maintained in accord with the maintenance standards established by the City Manager, after thirty (30) days written notice of the finding of maintenance failure and the owners failure to correct the condition, the City will have the option of either performing the maintenance required by the City Manager or replacing the decorative street pavers and/or decorative finishes with a concrete, asphalt or standard apron. The cost of the City's maintenance or replacement of the improvements will be paid by the owner, and such cost shall become a lien on the property described above.
4. In the event the City employs an attorney to enforce any of the provisions of this Agreement, or any of its rights, remedies or privileges; it shall be entitled to recover its reasonable attorney fees and costs if it prevails in any legal proceeding.
5. The owner agrees to indemnify, hold harmless and defend the City of, from and against, all liability and expense, including reasonable attorneys' fees, 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 decorative street pavers and/or decorative finishes.
6. This agreement shall run with the land and shall be binding on the property owner, his/her/their assignees, and successors in interest in the property. The Owner shall record this document in the public records of Pinellas County.

\_\_\_\_\_  
**Owner**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Owner (if more than one on the deed)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**

STATE OF FLORIDA

COUNTY OF PINELLAS

I hereby certify that on this day, before me, a Notary Public duly authorized to take acknowledgements, personally appeared \_\_\_\_\_, to me personally known to be the person described in or who has produced \_\_\_\_\_ as identification and who executed the foregoing instrument and acknowledged before me that \_\_\_\_\_ executed the same.

Witness my hand and official seal in the County and State as aforesaid this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ .

NOTARY PUBLIC: \_\_\_\_\_

My commission expires: \_\_\_\_\_