

Prepared by:
Marcus Duffy, City Attorney

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



Parcel ID _____
Permit # _____

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, a Florida Municipal corporation, whose address is 160 Lake Ave,
Palm Coast, FL 32164 ("City") and

Printed Name of Property Owner(s)

Whose primary address is _____ ("Owner")

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 the 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

Street address _____

Parcel Number _____ ("Owner Property")

WHEREAS, Owner is seeking to improve the Owner Property including a right-of-way providing access to Owner Property 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. 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.
3. Owner shall be solely responsible for the maintenance or replacement of said Improvements within the right-of-way.
4. 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.
5. Owner shall otherwise fully comply with all applicable portions of City's land development regulations and all other codes and ordinances of the City.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals hereto on the day and year first above written.

Witness #1

Signature

Printed Name

Address

Witness # 2

Signature

Printed Name

Address

Owner:

By: _____
Owners Signature

Printed Name

Owner:

By: _____
Owners Signature

Printed Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by ☐ physical presence or ☐ online notarization
this

_____ day of _____, 20_____, by

_____ ,

who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public

Printed Name: _____

My Commission Expires: _____

APPROVED BY CITY OF PALM COAST:

By: _____ Date: _____

Phong Nguyen; Planning Manager