



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 Town of Redington Beach, hereinafter referred to as Town.

_____ has applied to the Town of Redington 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 Town's approval of the application, the owner agrees to maintain the decorative street pavers and/or finishes in accordance with maintenance standards established by the Town ordinance.
2. The Town may remove the decorative street pavers and/or finishes at its discretion for any public works project undertaken by the Town. In that event the decorative street pavers and/or other decorative finishes are removed by the Town of Redington Beach for a public works project, the Town 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 Town's Planning & Zoning department in the sole discretion finds that the decorative street pavers and/or decorative finishes are not maintained in accord with the maintenance standards established by the Town's Planning & Zoning department after thirty (30) days written notice of the finding of maintenance failure and the owners failure to correct the condition, the Town will have the option of either performing the maintenance required by the Town's Planning & Zoning department or replacing the decorative street pavers and/or decorative finishes with a concrete, asphalt or standard apron. The cost of the Town'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 Town 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 Town 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 Signature

Date

Owner Printed Name

Date

Owner Signature (if more than one on the deed)

Date

Owner 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: _____