

\_\_\_\_\_  
Date

Agreement and Memorandum of Understanding

I, \_\_\_\_\_ am the owner or authorized agent, "Owner", of property located at \_\_\_\_\_, "Property." The Property is adjacent and contiguous to the City's right of way for \_\_\_\_\_, "Right of Way." I would like to construct driveway approach, consisting of pavers, "Improvements," within the Right of Way, to serve the Property. These Improvements are described and strictly limited by the plans and permit conditions, approved under BLD Permit # \_\_\_\_\_, "Permit." A sketch of the Improvements is attached to this Agreement and Memorandum as Exhibit "A."

Furthermore, I acknowledge that construction of the Improvements will require a slight modification to the City's Engineering Standards Manual. The City will agree to allow the modification as described in the Permit, but only based on the representations I have made in this Agreement and Memorandum, which representations the City is expressly relying on and without which representations, the City would not issue the Permit. Therefore, I understand that the issuance of the Permit is absolutely conditioned on my compliance with the terms of this Agreement and Memorandum.

I understand and agree that:

1. This Memorandum is and shall be construed as a license, terminable at will, and not as an easement, or any interest in real property.
2. The Owner will install, construct and maintain the Improvements at its sole cost and expense, until this license is terminated by the City.
3. The Owner shall provide, at its sole expense, all future general maintenance, minor repairs and cleaning to the Improvements. The Improvements shall not be expanded or otherwise modified in any way unless first approved in writing by the City.
4. The City retains the right to maintain and operate the Right-of-Way in any manner it deems necessary. The City shall have the right to immediately revoke this license at any time, and for any reason. Within 48 hrs of said termination, the Owner shall remove the Improvements and restore the Right of Way to its pre-existing condition, failing which, the City shall be authorized to remove the Improvements and invoice the Owner for the costs of said removal and restoration. Should the Owner fail to pay the invoice within 20 days, the City may file a Notice in the Public Records of Orange County which Notice shall be a lien on the Property, which the City may enforce as provided by law. Any repair, reconstruction or modification of the Improvements shall be accomplished by permit from the City and consistent with all applicable rules, regulations, and laws.
5. This Memorandum shall be recorded in the Public Records for Orange County and shall be binding upon the Owner, his/her/their/its successors, assigns, heirs, executors, administrators, representatives, or upon all persons acquiring an interest to the Property hereafter.
6. The Owner agrees to and shall indemnify, release, hold harmless, and defend the City, its representatives, contractors, employees, elected and appointed officials, from and against all claims, damages, liability, losses causes of action, and expenses of any sort, including reasonable attorney's fees and costs, and reasonable attorney's fees and costs on appeal, arising out of or resulting from Owner's, his/her/its, their successors', assigns', invitees', guests',

contractors', agents, employees or anyone for whose act or acts any of them may be liable, arising from the use of ,or actions on, the Property or arising from acts or omissions relating to said Property, this Agreement and Memorandum, the Improvements, or the Right of Way on which the Improvements are constructed.

\_\_\_\_\_  
Owner Signature

IN WITNESS WHEREOF, the Owner has hereunto set its hand and seal the day and year above written.

Signed, sealed and delivered in  
the presence of two witnesses:

WITNESSES:

[

(1) \_\_\_\_\_

By: \_\_\_\_\_

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

\_\_\_\_\_ Title: \_\_\_\_\_

Print Name

(2) \_\_\_\_\_

\_\_\_\_\_

Print Name

STATE OF FLORIDA

COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by \_\_\_\_\_ and \_\_\_\_\_, both known to me or who possessed a valid \_\_\_\_\_ driver's license, and who executed the foregoing, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS my hand and official seal in the County and State last aforesaid this day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

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

My Commission Expires:

## Agreement and Memorandum of Understanding

### EXHIBIT "A" Instructions

1. This document requires a sketch (EXHIBIT "A") to be attached to the Agreement.
2. This document must be complete. All blank spaces must be completed.
3. EXHIBIT "A" will replace this 3<sup>rd</sup> template sheet.
4. Label the top of the sketch sheet as "EXHIBIT 'A'".
5. Identify / Circle driveway approach(es) with pavers in the sketch.
6. This document including exhibit "A" shall be recorded in the Orange County Public Records.
7. You can have your Agreement and Memorandum reviewed by our staff before it's recorded for correctness with the Orange County Public Records.
8. The City requires one (1) copy of the recorded document.
9. You can fax or email the copy of the recorded document to your assigned site reviewer.