

THIS INSTRUMENT PREPARED BY AND
RETURN TO:

CITY OF FORT MYERS
2200 SECOND STREET
FORT MYERS, FL 33902

Strap No:

EASEMENT HOLD HARMLESS AGREEMENT

This Agreement is made on _____ by and between City of Fort Myers, a Florida Municipal Corporation, whose address is 2200 Second Street, Fort Myers, Florida, 33901 and _____ whose address is _____ (Owner).

WHEREAS, Owner is the fee title holder to the property located in the City of Fort Myers and specifically described in Exhibit "A"; and

WHEREAS, City has an easement on owner' property described in Exhibit "A"; and

WHEREAS, Owner desires to construct a _____; and

WHEREAS, the _____ will interfere with the City's easement rights; and

WHEREAS, Owner has obtained City approval for construction in accordance with permit number _____; and

WHEREAS, the City does not object to the Owner's use of the City's easement as long as the Owner agrees to hold the City harmless and maintain, repair and remove the _____ in perpetuity upon request and at no cost to the City.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and such other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

Owner may construct _____ within the City's easement described in Exhibit "A", in accordance with the plans and specifications depicted in attached Exhibit "B", as approved by the City through the appropriate permitting process.

Owner agrees to perpetually maintain the improvements installed as indicated on Exhibit "B", at no cost to the City. This includes timely replacement of damaged or broken materials and the avoidance of uneven pavement surfaces. Owner is required to perform all maintenance at his expense.

In the event the Owner fails to make timely repairs, the parties agree that the City may revoke this approval and may either make any necessary repair or may remove the _____ at the Owner's expense. Owner agrees to prevent the creation of any obstructions or conditions that may be dangerous to the public.

Owner agrees to indemnify, hold harmless and defend the City and all of its officers, agents, consultants and employees from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act or omission of the Owner, or the Owners' agents, consultants, employees, or subcontractors during the installation or maintenance of the improvements identified in Exhibit "B" or as contemplated by this Agreement. This includes any costs related to these actions.

Owner agrees to assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident.

Owner agrees to assume all responsibility for loss because of neglect or violation of any state or federal law or local government rule, regulation or order. The Owner will give all required notices relating to the improvement or its maintenance contemplated by this Agreement to the proper authorities. In addition, Owner will obtain all necessary permits and licenses and pay all appropriate fees.

Owner agrees to repair any damage that may occur to any adjoining building, structure, utility easement, roadway, City property or private property during the course of this work.

Owner also agrees to repair, restore or rebuild any damage to City property caused by the installation, construction or maintenance of the improvements contemplated by this Agreement.

If the City requires use or access of the easement, Owner agrees to remove, relocate or replace the improvements as determined appropriate by the City. The cost of relocation, removal or replacement of the Owner's improvements will be borne entirely by the Owner.

This Agreement will continue in full force and be in effect until either the City of Fort Myers adopts a resolution vacating the easement or if the Owner terminates this Agreement, then the City may, by written notice delivered within thirty (30) days after receipt of Owner's termination notice, require Owner to remove, at Owner's sole expense, all improvements placed within the right – of - way in accordance with this Agreement.

This Agreement runs with the property described in Exhibit "A".

This Agreement is binding upon, and inures to the benefit of the parties, their respective legal representatives, successors and assigns.

Owner may assign the rights and obligations set forth in this Agreement. Owner understands Owner will remain responsible for compliance with the terms of this Agreement until the assignee provides written documentation, acceptable to the City Attorney's Office, accepting responsibility for compliance with the terms and conditions of this Agreement, including indemnification. However, a transfer in the title to the property described in Exhibit "A" carries with it the responsibility for compliance with this Agreement as though the Agreement were a covenant on the property, with no further action by successor titleholder required.

This Agreement will be construed and enforced in accordance with Florida law.

This Agreement constitutes the entire Agreement between the parties and may not be modified except by written agreement executed with the same formality.

In witness of the above, the parties execute this Agreement.

WITNESSES:

OWNER

Signature:_____

Signature:_____

Printed Name:_____

Printed:_____

Name: _____ STATE OF FLORIDA

CITY OF FORT MYERS

The foregoing Agreement was acknowledged before me the _____ day
of _____, _____, by _____. He/she is
personally known to me or has produced the following identification: _____
_____.

Notary Signature: _____

Printed Name: _____

ATTEST:

CITY OF FORT MYERS, FLORIDA

By: _____
City Clerk

By: _____
Public Work Department

APPROVED AS TO FORM

By: _____
City Attorney