



RIGHT OF WAY CONSTRUCTION AGREEMENT

This agreement is made this _____ day of _____, 20____ by and between the City of Callaway, Florida, a municipal corporation operating under the laws of the State of Florida ("City") and _____ ("Citizen").

WHEREAS, _____ (Citizen) is going to construct improvements in the City of Callaway's right-of-way located adjacent to _____ (Address of Citizen).

WHEREAS, _____ (Citizen) is going to make the following improvements _____

_____ (Nature of Work, please be specific)

Now THEREFORE, for and in consideration of the foregoing and based upon the promises and representations of _____ (Citizen)

to the City, the parties agree as follows:

1. **Indemnification.** The City is not liable for the obstructions in the right-of-way. The Citizen agrees to indemnify and hold the City of Callaway harmless against any loss, costs, damages, expenses, claims, actions, or liability, including attorney's fees, for personal injury or property damage occurring as a result of the placement of structures, walls, gates, signs, or vegetation other than grass within the right-of-way.

2. Location of Improvements. No structures, walls, gates, signs, or vegetation other than grass will be closer than three (3) feet to the edge of the roadway pavement, except where sidewalks exist. The location and type of improvements included in this agreement are shown on Exhibit 1. The Citizen agrees that only these improvements will be placed in the right-of-way.
3. Maintenance of Improvements. The Citizen will bear the cost of removal, replacement, or repair of any damages done to the structures, walls, gates, signs, or vegetation within the right-of-way. The Citizen is responsible for maintaining the structures, walls, gates, signs, or vegetation within the right-of-way.
4. Non-Transferability. This agreement is not transferable.
5. Termination. The City can terminate this agreement upon written notice to the Citizen. Upon receipt of the notice, the Citizen agrees to remove all structures, walls, gates, signs, or vegetation, other than grass, in the right-of-way within a reasonable time.

CITIZEN

CITY OF CALLAWAY

Signature

Judy S. Whitis
City Manager

Attest:

Genette R. Bernal
City Clerk

STATE OF FLORIDA
COUNTY OF BAY

THE FOREGOING instrument was acknowledged before me this _____
day of _____, 20____, by _____
who is as identification.

Notary Public

Printed Name: _____ Commission Expires: _____

10-30-2007