

REVOCABLE PERMIT AND INDEMNIFICATION AGREEMENT

THIS PERMIT TO USE THE CITY'S RIGHT-OF-WAY OR EASEMENTS HEREIN DESCRIBED IS ISSUED BY THE CITY OF JACKSONVILLE TO THE PERMITTEES NAMED BELOW FOR THE PURPOSES HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND THE GENERAL PROVISIONS ON THE REVERSE SIDE HEREOF. BY THE EXECUTION HEREOF THE PERMITTEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS AND GENERAL PROVISIONS.

Clerk of Courts Use Only

1. ADDRESS OR NAME OF RIGHT-OF-WAY:	DATE:
3. DESCRIPTION OF RIGHT-OF-WAY OR EASEMENT (Width, intersection, legal description, ORV & page, etc.):	
4. PURPOSE OF PERMIT AND DETAILED DESCRIPTION OF IMPROVEMENTS: (Attach a Detailed 8½ x 11 or 8½ x 14 Sketch of Improvements)	

5. PERMITTER: CITY OF JACKSONVILLE	5a. REPRESENTATIVE: (Type Name, Title and Department) Robin G. Smith, PE Chief of Engineering Public Works Department
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6. PERMITTEE:	6a. REPRESENTATIVE: (Type Name, Title and Address)
	Telephone Number: _____ Email: _____

7. GENERAL PROVISIONS: (See Page 2 of 2)

FOR CITY OF JACKSONVILLE	By: _____ Date: _____ Its: <u>Chief of Engineering</u>
STATE OF FLORIDA, COUNTY OF DUVAL	Witness: _____ Date: _____ Witness: _____ Date: _____

This foregoing instrument was acknowledged before me by means of **physical presence** or **online notarization**, this ___ day of _____ 20___, by **Robin G. Smith, PE, Chief of Engineering**, the designee for the Director of Public Works of the City of Jacksonville, a municipal corporation, who executed the forgoing instrument and acknowledged the execution thereof to be his own free act and deed on behalf of the corporation.

My Commission Expires:

Notary Public, State of Florida

PERMITTEE	By: _____ Date: _____ Its: _____
STATE OF FLORIDA, COUNTY OF DUVAL	Witness: _____ Date: _____ Witness: _____ Date: _____

This foregoing instrument was acknowledged before me by means of **physical presence** or **online notarization**, this ___ day of _____ 20___, by _____ (name of officer) the _____ (title of officer) of _____ (name of corporation), a municipal corporation, who executed the forgoing instrument and acknowledged the execution thereof to be his own free act and deed on behalf of the corporation.

My Commission Expires:

Notary Public, State of Florida

7. GENERAL PROVISIONS:

- (a) City hereby permits Permittee to use the property described in Item 3 for the purposes set forth in Item 4 and in accordance with the detailed sketch attached thereto.**
- (b) Permittee shall maintain, at its sole cost and expense, the improvements set forth in Item 4 and the detailed sketch, in a good, safe and attractive condition.**
- (c) Permittee shall repair, at its sole cost and expense, any and all damage, if any, to the property described in Item 3, resulting from its use of said property.**
- (d) This Permit is revocable at any time, upon giving 30 days notice to Permittee, at the option and discretion of City or its duly authorized representative.**
- (e) In the event that the City revokes this permit, Permittee shall immediately remove at its cost and expense the improvements described in Item 4 and shown on the detailed sketch in the right-of-way or easement and Permittee shall at Permittee's expense restore the right-of-way to its condition prior to installation of the improvements; provided, that if Permittee shall fail to do so or fail to do so in a manner that does not interfere with the City's use of the right-of-way or easement, then the City may perform such removal at the cost and expense of Permittee.**
- (f) Permittee shall act as an independent contractor, and not as an employee of the City in performing its obligations pursuant to this Agreement. Permittee shall be solely liable, and agrees to be solely liable for, and shall indemnify, defend and hold City harmless from any and all loss, damage, action, claim, suit, judgment, cost or expense for injury to persons (including death) or damage to property (including destruction) in any manner resulting from or arising out of the installation, maintenance (failure to maintain), use or existence of the improvements described in item 4 and shown on the detailed sketch within City's right-of-way or easements The foregoing shall include any damage incurred by Permittee or to the improvements due to the removal of the improvements by City or Permittee; as well as any damage caused by the forces of any natural occurrence.**
- (g) Permittee further agrees that, in the event City requires access to any area of the right-of-way or easement, necessitating the removal of and/or damage to any or all of said improvements, Permittee shall remain solely responsible at its cost and expense for any necessary repairs to or replacement of said improvements in order to return the right-of-way or easement to its original condition, or to other conditions meeting City standards or requirements for the right-of-way or easement.**
- (h) Upon completion execution hereof, Permittee shall record at its cost and expense this permit with the Clerk of the Circuit Court in the official records of Duval County, Florida, and shall provide to the City a copy of the duly recorded permit showing on the face of it the appropriate recording stamp of said Clerk showing the book and page number in and at which it was recorded.**
- (i) If this permit is issued in relation to a private road, City accepts no responsibility for maintenance of either the work contemplated in this permit or the private road itself.**