

Developer’s Warranty, Indemnification and City of Jacksonville

Acceptance Agreement

(LDPM Volume 1, Section 4.3)

DEVELOPMENT NAME:	PLANS CDN:	PLAT CDN:
I. GRASS AND SOD AGREEMENT	<input type="radio"/> Applicable <input type="radio"/> Not Applicable	

The “Developer” of the above referenced subdivision will solid sod or seed and mulch the areas between the property lines and curb in all parts of the subdivision within 30 days of final acceptance of the streets and roads for maintenance by the Department of Public Works.

II. TREE WARRANTY	<input type="radio"/> Applicable <input type="radio"/> Not Applicable
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The “Developer” of the above referenced subdivision accepts the responsibility to remove, at Developer’s expense, any tree within the City right-of-way of this “Development” that dies within the next two years upon request by the department to which such responsibility is delegated.

III. OWNER’S AFFIDAVIT	<input type="radio"/> Applicable <input type="radio"/> Not Applicable
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The “Developer” of the referenced subdivision certifies that the work for this “Development” including all appurtenances thereto, has been satisfactorily completed; that all charges or bills for labor or services performed or materials furnished, and other charges against the subcontractors, have been or will be paid in full; that no liens have attached against the property and improvements of owner; and that no notice of intention to claim liens is outstanding that will not be bonded by Developer.

Affidavit is made for the purpose of inducing the City of Jacksonville to accept said construction for ownership.

IV. ACCEPTANCE VALUES	<input type="radio"/> Applicable <input type="radio"/> Not Applicable <input type="radio"/> Approved Private
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Paving and Drainage

Paving, Curb & Gutter	\$
Storm Drainage	\$
Total Acceptance	\$

V. SCOPE OF ACCEPTANCE

As required by Section 654.136 of the Jacksonville Municipal Code, this is to certify the completion of paving, drainage, and curb and gutter, in the above referenced Development. All work has been performed substantially in accordance with the approved plans and specifications on file with the Development Services Division (DS).

The City of Jacksonville hereby accepts for maintenance the paving, curb & gutter and roadway storm drainage as shown on the plat, including improvements in off-site easements and rights-of-way.

Private drainage, stormwater retention/detention facilities and/or treatment systems, if any, are not accepted by the City for maintenance. They are privately owned and maintained as outlined in the subdivision's record plat, associated covenants and restrictions and easement documents, and any State or Federal permit documents.

VI. RELEASE OF PLAT BOND

Upon acceptance by the City and approval of this warranty letter, the Plat Bond for the “Development” will be returned to the address and contact listed in Section VIII.

DEVELOPMENT NAME:

PLANS CDN:

PLAT CDN:

VII. INDEMNIFICATION AGREEMENT **Applicable** **Not Applicable**

PURPOSE: TO PERMIT TO USE THE CITY'S RIGHT-OF-WAY OR EASEMENTS AS SHOWN IN PLAT BOOK _____ PAGE _____
(_____) FOR THE PURPOSES SPECIFIED BELOW. THE TERMS AND

Plat Name

CONDITIONS SET FORTH BELOW AND THE GENERAL PROVISIONS LISTED BELOW SHALL APPLY.

PURPOSE OF AGREEMENT AND DETAILED DESCRIPTION OF IMPROVEMENTS:

The Developer is responsible for maintenance of all Landscaping, irrigation and signs within City easements and Right-of-Ways until such time an agreement is in place transferring maintenance responsibility to a qualified Homeowner's Association and is hereby granted a revocable permit (the "Permit") for the installation and maintenance of such landscaping, irrigation, and signs, subject to Developer's requirement to pull building and sign permits for any signs, walls, fences or other structures installed within the City easements and Rights-of-Ways. The Developer or Homeowners Association which has assumed the maintenance responsibilities is hereinafter referred to as the "Permittee". For the purposes of the maintenance requirements of this Section, landscaping shall not include the grass and sod to be installed by Developer pursuant to Section II below.

The Developer is responsible for maintenance of the roadway sub-base, base and pavement for a period of twelve months from date of acceptance by the Department of Public Works.

The Developer is responsible for all damage to curb, gutter and sidewalks incurred during the installation of improvements such as sod, sidewalks, or maintenance activities during the warranty period. Exception: Damage to the Right-of-Way adjacent to a structure under construction will be the responsibility of the permit holder for that structure.

GENERAL PROVISIONS:

- (a) Permittee shall repair, at its sole cost and expense, any and all damage, if any, to the improvements in the City easements and Rights-of-Ways, including but not limited to, roadway sub-base, base and pavement, curb, gutter and sidewalks, resulting from the exercise of its rights pursuant to the Permit.
- (b) 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.
- (c) In the event that the City revokes this Permit, Permittee shall immediately remove at its cost and expense any Landscaping and irrigation installed pursuant to the Permit 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.
- (d) 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 above. 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.
- (e) 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.

DEVELOPMENT NAME:

PLANS CDN:

PLAT CDN:

VII. DEVELOPER

Developer:

Contact: (Name, Title and Address)

Telephone Number: _____

By (signature): _____ Date: _____

Its (title): _____

Witness 1 Signature: _____ Date: _____ Witness 2 Signature: _____ Date: _____

Witness 1 Name: _____ Witness 2 Name: _____

Witness 1 Address: _____ Witness 2 Address: _____

STATE OF FLORIDA, COUNTY OF DUVAL

This foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20___, by _____ (name of officer), the _____ (officer title) of _____ (name of corporation), who is personally known or produced identification _____ (type of identification).

My Commission Expires:

Notary Public, State of Florida

VIII. CITY OF JACKSONVILLE

DS Field Engineer:

DS Proj. Mgr:

DS Mgr:

Contact

City Engineer

214 N. Hogan St., 10th Floor

Jacksonville, FL 32202

Telephone Number: (904) 255-8762

By: _____ Date: _____

Its: Chief of Engineering

Witness 1 Signature: _____ Date: _____ Witness 2 Signature: _____ Date: _____

Witness 1 Name: _____ Witness 2 Name: _____

Witness 1 Address: _____ Witness 2 Address: _____

STATE OF FLORIDA, COUNTY OF DUVAL

This foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20___ by _____, 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