



MINOR FENCE ENCROACHMENT AGREEMENT

City of Pinellas Park
Planning and Development Services
6051 78th Avenue North
Pinellas Park, FL 33781
(727) 369-5631

THIS MINOR FENCE ENCROACHMENT AGREEMENT made and executed this ____ day of _____, 20__.

WITNESSETH:

WHEREAS, _____ (hereinafter called “Owner(s)”), is/are the Owner(s) of the following described real property located in Pinellas County, Florida:

_____ (ADDRESS)

_____ (LEGAL DESCRIPTION)

as recorded in Plat Book _____, Page _____, of the Public Records of Pinellas County, Florida

_____ (PARCEL NUMBER)

(hereinafter called “Property”); and

WHEREAS, the City of Pinellas Park, Florida (hereinafter called the “City”) owns and holds an Easement or Right-of-Way (hereinafter called the “Easement/Right-of-Way”) which is within or abuts the Property; and

WHEREAS, the Owner(s) requested permission from the City to install a fence (hereinafter called the “Fence”) within the Easement/Right-of-Way and has submitted the necessary paperwork to obtain a permit therefore from the City; and

WHEREAS, the City had determined that the Fence will not currently unreasonably interfere with the utilization of the Easement/Right-of-Way; and

WHEREAS, all affected utility companies, if any, have consented to the installation of the Fence within the Easement/Right-of-Way; and

WHEREAS, the City has agreed to allow Owner(s) to install the Fence within the Easement/Right-of-Way upon certain terms and conditions; and

WHEREAS, the City is authorized to place the following terms and conditions on the granting of a permit to the Owner(s) pursuant to CHAPTER 14 – CITY RIGHTS-OF-WAY, ARTICLE IV. – MINOR ENCROACHMENTS, of the City of Pinellas Park’s Code of Ordinances.

WHEREAS, the parties wish to reduce to writing the terms and conditions upon which the City has authorized the installation of the Fence within the Easement/Right-of-Way.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby grants to Owner(s) a Minor Fence Encroachment Agreement to install the Fence within the Easement/Right-of-Way subject to the following terms and conditions:

1. The foregoing recitals are incorporated herein and made a part hereof.

2. Owner(s) shall install the Fence within the Easement/Right-of-Way in strict accordance with City approved permit as per Permit No. _____. Owner(s) shall not without the express prior written consent of the City (i) modify the Fence within the Easement/Right-of-Way, or (ii) construct any additional improvements within the Easement/Right-of-Way, or (iii) otherwise alter the Easement/Right-of-Way.

3. That Owner(s) shall at Owner’s expense take such action, including without limitation the removal and reinstallation of the Fence, as may be reasonably necessary for the City and/or any affected utility company to utilize the Easement/Right-of-Way or to complete any work within the Easement/Right-of-Way. Owner(s) hereby releases the City and all affected utility companies of and from any and all damages of any kind or nature, including without limitation damages to the Fence or other improvements, which arise out of or result from the City’s and/or any affected utility company’s use, maintenance, repair, replacement or reconstruction of the Easement/Right-of-Way and/or of any improvements located therein.

4. That the City may, in its sole and absolute discretion; with or without cause, cancel this Minor Fence Encroachment Agreement by giving ten (10) days written notice to the Owner(s), via certified mail with return receipt requested. For purposes of this section, such notice shall be deemed complete upon mailing. Upon cancellation of this Minor Fence Encroachment Agreement as herein provided, the Owner(s) shall, at Owner(s) sole expense, forthwith remove the Fence from the Easement/Right-of-Way in a lawful manner and restore the Easement/Right-of-Way to the same condition that it was in immediately prior to the installation of such Fence. If Owner(s) fails to timely remove the Fence, then the City may, but is not

obligated to, remove the Fence at its initial expense and impose a lien against the Property for the costs of removal and disposition thereof, including all reasonable administrative costs and attorney's fees associated therewith.

If the City shall, in its sole and absolute discretion, which such discretion shall not be subject to review, at any time for any reason determine that the existence of the Fence in the Easement/Right-of-Way constitutes an immediate threat to the public health or safety, then the Owner(s) shall immediately upon receipt of notice of such determination remove the Fence from the Easement/Right-of-Way in a lawful manner and restore the Easement/Right-of-Way to the same condition that it was in immediately prior to installation of such Fence. If the Owner(s) fail to remove the Fence therefrom, then the City may, but is not obligated to, remove the Fence at its initial expense and impose a lien against the Property for the costs of removal thereof, including all reasonable administrative costs and attorney's fees associated therewith.

5. That the Owner(s) shall obtain all necessary permits and otherwise fully comply with all requirements of the City and all other governmental agencies pertaining to the installation of the Fence within the Easement/Right-of-Way.

6. That the Owner(s) shall not obtain prescriptive rights or any other legal or equitable interest in the Easement/Right-of-Way by reason of the execution and delivery of this Minor Fence Encroachment Agreement, or by compliance herewith by the parties.

7. That Owner(s) agrees to pay for any damages to any improvements located within the Easement/Right-of-Way, including utilities, caused by the installation or removal of the Fence as herein provided.

8. That the Owner(s) hereby agrees to indemnify, defend, and hold harmless the City from and against all claims, losses, liabilities, damages, costs, and expenses (including any reasonable attorney's costs, fees, and expenses) arising from the actions of the Owner(s) in installing, maintaining within the Easement/Right-of-Way, having in the Easement/Right-of-Way or removing the Fence as herein provided, and from any and all negligence or willful misconduct of the Owner(s) or Owners' agents, employees, contractors, permittees, invitees or third parties in, on or about the subject Easement/Right-of-Way.

9. This agreement shall inure to the benefit of and be binding on all parties, their respective heirs, personal representatives, estates, assigns and successors in title.

10. That this Minor Encroachment Agreement shall constitute a covenant running with the Property which is binding upon the Owner(s) and all Owners' successors in title.

ACCEPTANCE AND APPROVAL OF MINOR FENCE ENCROACHMENT AGREEMENT

The undersigned Owner(s) hereby acknowledges that he has fully read and understands this Minor Fence Encroachment Agreement, and hereby accepts all of the terms and conditions of the said Minor Fence Encroachment Agreement and agrees to comply therewith.

Owner

First Witness

Print Name

Print Name

Second Owner (if applicable)

Address

Print Name

Second Witness

Print Name

Address

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20__ by _____ who is/are personally known to me or who has/have produced _____ as identification.

WITNESS my official hand and seal at Pinellas County, Florida, this ___ day of _____, 20__.

NOTARY SEAL

Notary Public

Notary typed, printed or stamped

My Commission Expires: _____

OFFICIAL USE ONLY

IN WITNESS WHEREOF, the City of Pinellas Park, Florida, has caused this Minor Fence Encroachment Agreement to be executed this ___ day of _____, 20__.

First Witness

CITY OF PINELLAS PARK, FLORIDA

Print Name

BY: _____

Address

Community Development Administrator /
or Assignee

Second Witness

Print Name

Print Name / Title

Address

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20__ by _____ who is/are personally known to me or who has/have produced _____ as identification.

WITNESS my official hand and seal at Pinellas County, Florida, this ___ day of _____, 20__.

NOTARY SEAL

Notary Public

Notary typed, printed or stamped
My Commission Expires: _____

Approved as to form and Correctness:

Lauren C. Rubenstein - City Attorney