

CITY OF PINELLAS PARK
BUILDING DEVELOPMENT DIVISION
Phone: 727-369-5647 Email: buildingdevelopment@pinellas-park.com



MINOR FENCE ENCROACHMENT AGREEMENT

THIS MINOR EASEMENT/RIGHT OF WAY AGREEMENT made and executed this _____ day of _____, 20 ____.

WITNESSETH:

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

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

(hereinafter called “Property”); and

WHEREAS, the City of Pinellas Park, Florida (hereinafter called the “City”) owns and holds a _____ Easement/R.O.W. (hereinafter called the “Easement/R.O.W.”) which abuts the Property; and

WHEREAS, the Owner requested permission from the City to install a fence (hereinafter called the “Fence”) within the Easement/R.O.W. 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/R.O.W.; and

WHEREAS, all affected utility companies, if any, have consented to the installation of the Fence within the Easement/R.O.W.; and

WHEREAS, the City has agreed to allow Owner to install the Fence within the Easement/R.O.W. upon certain terms and conditions; and

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/R.O.W.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby grants to Owner a Minor Fence Encroachment Agreement to install the Fence within the Easement/R.O.W. subject to the following terms and conditions:

1. The foregoing recitals are incorporated herein and made a part hereof.
2. Owner shall install the Fence within the Easement/R.O.W. in strict accordance with City approved permit as per Permit #_____.

Owner shall not without the express prior written consent of the City (i) modify the Fence within the Easement/R.O.W., or (ii) construct any additional improvements within the Easement/R.O.W., or (iii) otherwise alter the Easement/R.O.W..

3. That Owner shall at Owner's expense take such action, including without limitation the removal and reinstallation of the Fence, as may be reasonable necessary for the City and/or any affected utility company to utilize the Easement/R.O.W. or to complete any work within the Easement/R.O.W. Owner 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/R.O.W. 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. 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 shall, at Owner's sole expense, forthwith remove the Fence from the Easement/R.O.W. in a lawful manner and restore the Easement/R.O.W. to the same condition that it was in immediately prior to such removal. If Owner 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/R.O.W. constitutes an immediate threat to the public health or safety, then the Owner shall immediately upon

receipt of notice of such determination remove the Fence from the Easement/R.O.W. in a lawful manner and restore the Easement/R.O.W. to the same condition that it was in immediately prior to such removal. If the Owner fails to so 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 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/R.O.W.

6. That the Owner shall not obtain prescriptive rights or any other legal or equitable interest in the Easement/R.O.W. by reason of the execution and delivery of this Minor Fence Encroachment Agreement, or by compliance herewith by the parties.

7. That Owner agrees to pay for any damages to any improvements located within the Easement/R.O.W., including utilities, caused by the installation or removal of the Fence as herein provided.

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

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

CITY OF PINELLAS PARK, FLORIDA

Witness

BY: _____
City Manager/or Assignee

ACCEPTANCE AND APPROVAL OF MINOR FENCE ENCROACHMENT AGREEMENT

The undersigned Owner 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

Owner