



CITY OF LYNN HAVEN RIGHT OF WAY USE AGREEMENT

The City of Lynn Haven, Florida (the "City") and _____ ("Resident") enter into this Right of Way Use Agreement ("Agreement"), effective this ____ day of _____ 20__.

WHEREAS, City holds a dedicated right of way on real property located within the City more particularly described below (the "ROW"), and

WHEREAS, Resident desires and the City does not object to the Resident's use of such ROW for the purpose set forth in this agreement, subject to the terms and conditions of this agreement.

Now therefore, City & Resident agrees as follows:

- 1. **City's Obligations.** City shall allow Resident to use the ROW for the limited purpose of:

City shall at all times keep title and ownership of the ROW for future public use and purposes.

- 2. **Resident's Obligations.** Resident shall only use the Right of Way for the purposes set forth in this Agreement. Resident shall maintain the Right of Way on behalf of City at Resident's expense during the term of this Agreement. Resident shall indemnify City for any and all damages or liability from accidents or other injuries to third parties on the Right of Way. Resident shall not construct any permanent structure(s) or fixture(s) on the Right of Way. Resident agrees that the City has not transferred any legally recognizable interest in the Right of Way other than the interest specifically stated in this Agreement. Resident acknowledges that the Right of Way is a dedicated City street and shall not exclude natural persons from visitations thereon.

- 3. **Term and Termination.** The term of this Agreement shall be 10 years from the Effective Date and shall renew automatically for succeeding 10 year terms unless either party delivers a written notice of non-renewal or termination 30 days prior to the end of a term. Additionally, because neither party can accurately foresee possible future public use or need for the Right of Way, either party may, in their sole discretion, terminate this Agreement at no cost upon 30 days' written notice. Notwithstanding any other provision of this Agreement, City may terminate this Agreement immediately and eject Resident from the Right of Way if Resident commits a violation of the Lynn Haven Code of Ordinances or allows, in the City's sole discretion, a hazard to the public safety and welfare to occur on the Right of Way. Upon termination for any reason, Resident shall remove any and all improvements to the Right of Way at Residents' expense upon written request of the City.

This agreement is not assignable by either party without the express written consent of the other party.

Property Owner/ROW Address: _____

Property Owner Signature: _____

City Manager Signature: _____

Date: _____