



CITY OF LONGWOOD

Fostering citizen trust and cultivating a prosperous community

HOLD HARMLESS AGREEMENT/INDEMNIFICATION AGREEMENT
FENCE(S) CONSTRUCTED IN EASEMENT(S)

Permit Number: _____ Street Address: _____

Property Identification Number: _____

The undersigned, as owner or the duly authorized contractor for the property relating to the above referenced building permit application, signs this letter as an inducement to cause the City of Longwood, FL to issue a building permit for a fence to be located within a publicly or privately dedicated drainage and/or utility easement. By signing this letter I/we represent to the City of Longwood, FL that I/we have the authority and power to execute this agreement and acknowledge hereby the following conditions upon which this permit is issued:

1. That the fence to be constructed is located within a drainage or utility easement, publicly or privately dedicated.
2. That I/we will allow unlimited access to the easement by the City, Seminole County, or any licensed utility company, including their independent contractors, in order that the purposes of the easement may be fully effectuated and will not impede or obstruct an entity who has rights to the easement from fully executing their easement rights.
3. That it is my responsibility to remove the fence to provide access to the easement area within a reasonable time period after receipt of formal notice. All such removals shall be at my/our sole cost and expense.
4. That if the City of Longwood, FL or an entity with authorized rights to the easement remove the fence constructed under this permit due to my/our failure to remove it after formal notice is given, any loss or damage to my/our property shall be my sole responsibility to replace or repair.
5. I/we further agree to hold the City of Longwood and/or any licensed utility company harmless for any and all damages to any encroachments to the easement as the result of construction or repairs which they are authorized to perform in the subject easement(s).
6. I/we understand that if I/we damage or cause any damage to any existing structure, improvement and/or utility within the easement, I/we am fully responsible for the repair and/or replacement of said improvement as deemed necessary by the City and/or appropriate licensed utility company within ninety (90) days of receipt of written notice by the City and/or licensed utility company.
7. This document is binding upon my/our assigns, successors in interest, transferees, heirs and all similar persons or entities.

Signed and Dated by Owner

Signed and Dated by Owner

NOTARY PUBLIC:

SIGN: _____

PRINT: _____

My Commission Expires: