

Application for Right-of-Way Use in SC-3 Zoning (continued)

Please complete the checklist below to ensure you have submitted the required information.

Licenses/Receipts

- Copy of Business Tax Receipt
- Copy of food license (required only for sidewalk cafés)
- Copy of beverage license (required only for sidewalk cafés)

Insurance Premiums/Hold Harmless Agreement

- Copy of Insurance Premium naming the City as Additional Insured (see document titled "Right of Way Use in SC-3 Zoning Insurance Requirements")
- Original, notarized Right of Way Use and Hold Harmless Agreement

Design Plan

- Photographs and/or manufacturer brochures depicting the furniture, enclosures and all other private features to be used in the proposed right of way use area (anchoring is prohibited).
- A plan of the area between the store front and the vehicular travel surface, drawn to a minimum scale of $\frac{1}{4}'' = 1'$ which shows:
 - The store front, awnings, overhangs and all openings (doors, windows);
 - The location of curb, sidewalk, and any utility poles, fire hydrants, landscaping, or other items, within the right-of-way and private property, between the parking spaces and the store front;
 - The location of any of the above items which are within six feet (6') of the ends of the proposed use area; and the location of parking spaces (or use of the street) adjacent to the proposed use area;
 - Clear delineation of the boundary between private property and right-of-way;
 - Delineation of "clear pathways" and "clear distances" as required by Section 20 of Schedule E of the Land Development Regulations;
 - Proposed location of furniture, enclosures and other private features.

RIGHT OF WAY USE AND HOLD HARMLESS PERMIT AND AGREEMENT

This Right-Of-Way Use And Hold Harmless Permit And Agreement (the "Agreement"), is made this _____ day of _____ by and between the City of Sanford, Florida (the "City"), whose address is 300 North Park Avenue, Sanford, Florida 32771, and the Owner/Permittee (the "Owner/Permittee") _____, whose address is _____, Sanford, Florida

WITNESSETH:

WHEREAS, the Owner/Permittee occupies the real property located at _____ in the City of Sanford, Florida (Tax Parcel Identification Number _____), (the "Property"), and has requested a permit from the City for a Right-of-Way Use in SC-3 Zoning pursuant to the requirements of the City and the Owner/Permittee desires to provide the City with proof of insurance and a hold harmless agreement; and

WHEREAS, the Owner/Permittee agrees to abide by all the regulations governing Right-of-Way Use in SC-3 Zoning as contained within the codes and ordinances of the City; and

WHEREAS, the above-referenced use relates to the use of right-of-way under the jurisdictional control of the City such as streets, sidewalks and related areas; and

WHEREAS, the City has not and does not waive sovereign immunity to any extent by executing this Agreement or issuing any permit,

Now, therefore, for the mutual covenants, promises, agreements and matters set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as of the date set forth above, the parties hereby agree as follows:

Section 1. The recitations set forth above are incorporated herein and form a material part of this Agreement upon which the parties have relied.

Section 2. The use of the City right-of-way is permitted by the City's issuance of this permit, but exclusively for a (circle all that apply) Sidewalk Café; Outdoor Display; A-Frame Sign; Outdoor Art; Outdoor Entertainment; and/or Planter as depicted in the application on file with the City. This permit is subject to the following conditions: (a) the authorized improvement shall in no way be extended or modified by the Owner/Permittee without prior written approval of the City, (b) the Owner/Permittee shall comply with all codes and ordinances of the City, (c) the permit is not transferable to another party or business owner.

Section 3. The Owner/Permittee acknowledges that the City shall assume no responsibility for the Property and any and all associated, abutting or appurtenant land, structures, improvements, materials, appurtenances, rights-of-way or furniture or for the partial or complete destruction or removal of the same on the Property and/or said other associated property. The Owner/Permittee shall defend, indemnify, and hold harmless, the City, its agents, officers, employees and servants from any and all claims, suits, causes of action or any claim whatsoever made, arising from the permit issued herein and from any claims for damages to property or injuries to persons which may be occasioned by any activity carried on under the terms of the permit. The Owner/Permittee acknowledges that the City shall assume no responsibility for said land, structures, improvements, materials, appurtenances or furniture or

the partial or complete destruction or removal of the same on the subject property. The Owner/Permittee shall at all times maintain insurance coverage as required by the City. The Owner/Permittee shall notify the City immediately upon any change in coverage.

Section 4. The Owner/Permittee agrees that the provisions of Section 3 of this Agreement shall be perpetual in term and that this document shall be recorded and run with the Property. The Owner/Permittee may seek a release from this Agreement upon cessation of activities on the Property and release and relinquishment of the subject permit. The City reserves the right to unilaterally terminate this permit issued under this Agreement at any time and shall, thereupon, provide notice to the Owner/Permittee. Any and all costs associated with this termination and restoration of real property and rights-of-way will be borne by the Owner/Permittee and, if necessary, the City may file a special assessment lien on the Owner/Permittee's property to recover costs of restoration.

Witnesses:

Owner/Permittee

By: _____

(Owner/Permittee)

Print Name; Witness # 1

Date: _____

Print Name; Witness # 2

ACKNOWLEDGMENT

**STATE OF FLORIDA
COUNTY OF SEMINOLE**

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ as _____ for _____

who is personally known to me or who produced their Florida driver's license as identification.

Notary Public
Print Name _____
My Commission Expires: _____

Right of Way Use in SC-3 Zoning Insurance Requirements

1. Each permittee shall furnish to the City a certificate of insurance evidencing commercial general liability, public liability, food products liability (food serving establishments only), and property damage insurance from all claims and damages to property or bodily injury, including death, which may arise from operations under the permit or in connection therewith.

2. The insurance shall have limits of not less than \$1,000,000 per occurrence, \$1,000,000 in the aggregate combined single limit, for bodily injury, personal injury and property damage liability. The insurance shall provide for thirty (30) days prior written notice to be given to the City if coverage is substantially changed, canceled or non-renewed. At least 10 days prior to the expiration date of insurance coverage, the permittee agrees to deliver to the Planning and Development Services Department a certificate of insurance naming the City as additional insured. All insurance requirements shall be subject to approval by the City's risk manager.

3. The City, its officers and employees shall be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the operation of a right of way use; and the permittee shall indemnify, defend and hold the City harmless from any loss that results directly or indirectly from the permit issuance or the operation of the right of way use.

4. If alcoholic beverages will be served at a sidewalk café, the permittee shall provide proof of liquor liability insurance for the sidewalk café, with limits of not less than \$1,000,000 in such type as shall be acceptable to the City. All insurance requirements shall be subject to approval by the City's risk manager.

5. Each permittee shall maintain the insurance coverage required under this Section during the permit period. The certificate(s) of insurance shall be presented to the Administrative Official prior to the issuance of a permit under this Section. Failure of the permittee to maintain the insurance required by this Section shall result in the revocation of the right of way use.

6. The permittee shall hold harmless the City, its officers and employees and shall indemnify the City, its officers and employees from any claims for damages to property or injury to persons that may be occasioned by any activity carried on under the terms of the permit. Acceptance of the permit shall act as acceptance of this condition and requirement.