

CITY OF OLDSMAR
RIGHT OF WAY UTILIZATION AUTHORIZATION

APPLICATION DATE:

A CERTIFIED COPY OF
THIS AUTHORIZATION and PROVISION MUST BE AT SITE DURING CONSTRUCTION

Applicant Richard G. DEEB
Address 9400 River Crossing Blvd
New Port Richey FL 34655
Phone 727 376 6831
Applicant Emergency Phone 727 639 5310
Emergency/Nighttime Phone 727 639 5310

Contractor DEEB FAMILY HOMES, INC.
Address 9400 RIVER CROSSING Blvd
New Port Richey FL 34655
Phone 727 374 6831
License No. CBC 010 466

LOCATION AND ADDRESS OF WORK:

OLDSMAR 2, (348) Shore Dr. E. Lot 14 next door to 300 Shore Dr E.

Nature of Work:

- | | | | |
|--------------------------------|-------------------------------------|--------------------------|-------------------------------------|
| 1. Electric Cable/Conduit/Pole | <input type="checkbox"/> | 7. Driveway Culvert | <input type="checkbox"/> |
| 2. Fiber Optic Cable | <input type="checkbox"/> | 8. Television Cable/Pole | <input type="checkbox"/> |
| 3. Water Main | <input type="checkbox"/> | 9. Storm Sewer | <input type="checkbox"/> |
| 4. Sanitary Sewer | <input checked="" type="checkbox"/> | 10. Gas Main | <input type="checkbox"/> |
| 5. Reclaimed Water | <input checked="" type="checkbox"/> | 11. Driveway Apron | <input checked="" type="checkbox"/> |
| 6. Telephone Conduit/Pole | <input type="checkbox"/> | 12. Other _____ | <input type="checkbox"/> |

Description of Work:

DRIVE way sideway water & sewer

Sunshine State One Call Number: 1-800-432-4770

NOTE: Utilities Division must be notified at 813-749.1226, forty-eight (48) hours prior to excavation for utility line locations.

Starting Date: _____

Completion Date: _____

ALL WORK MUST BEGIN WITHIN THIRTY (30) DAYS OF PERMIT APPLICATION DATE!

[Signature]
Signature of Applicant or Authorized Agent

Date

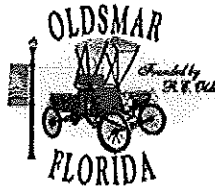
FOR OFFICE USE ONLY – DO NOT WRITE BELOW THIS LINE

Culvert Required	Yes <input type="checkbox"/> No <input type="checkbox"/>	Size: _____	Length: _____	Material: _____
Headwall:	Yes <input type="checkbox"/> No <input type="checkbox"/>			
Mitered End Sections:	Yes <input type="checkbox"/> No <input type="checkbox"/>			

Special Conditions:

Approved by _____

Date Approved _____



**CITY OF OLDSMAR
RIGHT-OF-WAY UTILIZATION AUTHORIZATION PROVISIONS**

THIS AUTHORIZATION, issued this ____ day of _____, 20____, by THE CITY OF OLDSMAR, FLORIDA, a municipal corporation of the State of Florida, whose mailing address is 100 State Street West, Oldsmar, Florida, 34677, and Deeb Family Homes, Inc., hereinafter called the CONTRACTOR, under the hereinafter terms and conditions set forth:

WITNESSETH:

1. THE CITY OF OLDSMAR is the owner, possessor and user of a public right-of-way and easement recorded in the Public Records of Pinellas County, Florida, giving the CITY OF OLDSMAR the right by appropriate legal means, to restrict any occupancy or utilization of the established right-of-way and easement which would be or could become inconsistent with the safe and efficient operation and maintenance of the CITY OF OLDSMAR'S existing and future facilities located within the public right-of-way and easements;
2. CONTRACTOR now occupies and desires to occupy and utilize a portion of the public right-of-way and easements. CONTRACTOR shall attach hereto the utility plan sheets on which shall be shown the proposed system facilities to be constructed. Compliance with the locations and conditions shown on said plans shall be a requirement for active validity status of the Authorization. Construction of facilities not in compliance with the terms and conditions of the Authorization shall render the Authorization null and void.
3. THE CITY OF OLDSMAR interposes no objection to CONTRACTOR'S utilization of the designated portion of the public right-of-way and easements for so long as CONTRACTOR'S utilization's strictly complies with and conforms to the locations to be shown on maps provided by CONTRACTOR and approved by the CITY OF OLDSMAR.
4. CONTRACTOR shall determine and demonstrate to the CITY OF OLDSMAR that right-of-way and easements are available to install the CONTRACTOR facilities. CONTRACTOR shall obtain a legally sufficient easement or license from the present owner (s) of the fee simple title as required where public right-of-way and easements are insufficient for CONTRACTOR installation. CONTRACTOR shall furnish to the CITY OF OLDSMAR a copy of each such easement or license prior to CONTRACTOR commencing initial activities within the easement.
5. That all of CONTRACTOR operations, activities and equipment used within the public right-of-way and easement shall, at all times, be in strict compliance with applicable provisions of the National Electrical Safety Code (NESC) and the

Occupational Safety and Health Act of 1971 (OSHA). CONTRACTOR is further notified and hereby agrees to so notify any of CONTRACTOR'S employees, agents, contractors, representatives or other persons engaging in CONTRACTOR activities upon said public right-of-way and easements with CONTRACTOR'S knowledge and under CONTRACTOR supervision or control, that extreme caution is necessary around all of the CITY OF OLDSMAR facilities, structures, or related appurtenances, and in the event of any damages or injuries, CONTRACTOR shall immediately report the nature and extent thereof to the CITY OF OLDSMAR.

6. CONTRACTOR shall first obtain property authority, approval and/or authorization from all other appropriate governmental body or public agency having jurisdiction over any such installations at these locations. Contractor shall provide 48 hour advance notice to CITY OF OLDSMAR Public Works Department/Utilities Division at (813) 855-4612 before starting construction. Contractor shall utilize Florida underground utility notification system "Sunshine State One-Call" (1-800-432-4770).

7. CONTRACTOR shall field locate any utility marked by the CITY OF OLDSMAR to verify depth and exact location prior to digging by machine or boring.

8. THE CITY OF OLDSMAR shall not be liable for any damages to CONTRACTOR utilization howsoever resulting from the CITY OF OLDSMAR'S continued use and occupancy of the public right-of-way and easements; the CITY OF OLDSMAR, however, shall not willfully cause undue damage to CONTRACTOR'S utilization.

9. CONTRACTOR shall be responsible for restoration and clean-up of all grass, pavement, walk and driveway areas within the CITY OF OLDSMAR'S public right-of-way and easements. Restoration shall be in accordance with CITY OF OLDSMAR standards and specifications. Fences, gates and security facilities shall be maintained at all times during construction. Open trenches shall not be permitted. Construction under pavements shall be made by jacking and boring.

10. CONTRACTOR shall remove all above ground abandoned equipment and restore areas to original grade and condition as the work progresses.

11. Upon completion of construction operations, CONTRACTOR shall notify the CITY OF OLDSMAR Engineer for inspection of the public right-of-way and easements.

12. CONTRACTOR shall furnish the CITY OF OLDSMAR with a set of as-built drawings within thirty days of final construction.

13. THE CITY OF OLDSMAR does not guarantee that CONTRACTOR utilization will be completely compatible with the safe and efficient operation and maintenance of the CITY OF OLDSMAR'S existing and future facilities in the public right-of-way and easements and any remedial action required to resolve subsequent conflict will be at CONTRACTOR'S sole expense.

14. CONTRACTOR hereby expressly understands, covenants and agrees (a) that nothing contained in this Authorization or contemplated is intended to or shall increase the CITY OF OLDSMAR'S liability for personal injury or death or for any property

damage, (b) that the CITY OF OLDSMAR does not assume any such additional liability, (c) that liability arising out of the utilization and occupancy of the CITY OF OLDSMAR'S public right-of-way and easements by CONTRACTOR and CONTRACTOR employees, agents, contractors, invitees or any representative, is hereby assumed by CONTRACTOR and shall be at the sole and exclusive risk of CONTRACTOR, (d) that CONTRACTOR shall answer and satisfy to the CITY OF OLDSMAR'S satisfaction any and all complaints relative to CONTRACTOR'S utilization of the CITY OF OLDSMAR public right-of-way and easements, (e) that CONTRACTOR shall protect, defend, hold harmless and indemnify the CITY OF OLDSMAR from and against any and all actions, claims, damages, and/or loss, including costs and attorney's fees, occasioned by or growing out of any actual or claimed usage of condition of the CITY OF OLDSMAR'S public right-of-way an easements arising in any manner whatsoever, directly or indirectly, by reason of this Authorization for CONTRACTOR'S utilization thereof, and (f) that CONTRACTOR covenants not to interfere with the CITY OF OLDSMAR'S existing and future facilities in any manner whatsoever and shall fully indemnify the CITY OF OLDSMAR from any and all losses resulting from such interference.

15. All work must be performed in compliance with the CITY OF OLDSMAR'S hours of operation which are as follows: Monday through Friday 7:00 A.M. - 3:00 P.M. excluding Saturday, Sunday and holidays. The above hours shall be strictly adhered to unless an emergency situation arises, or approval in writing has been obtained from the CITY OF OLDSMAR, Technical Services Division.

ACCEPTED AND ACKNOWLEDGED:

CITY OF OLDSMAR, FLORIDA

Signature

Typed/Printed Name

Senior Engineering Tech
Title

Date

CONTRACTOR



Signature

Richard G. Deeb

Typed/Printed Name

Contractor / License Holder

Title



Date