



SDP/SCP#: \_\_\_\_\_

## CITY OF CAPE CORAL HOLD HARMLESS AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ (hereinafter referred to as "OWNER") and the CITY OF CAPE CORAL, a Florida Municipal Corporation (hereinafter referred to as "CITY").

**WHEREAS**, OWNER desires to locate certain improvements including landscape in the Public Utility and/or Drainage Easement(s) on OWNER's property; as permitted by Section 5.1.6 of the City of Cape Coral Land Development Code and

**WHEREAS**, Section 5.1.6 of the City of Cape Coral Land Development Code permit such location, subject to OWNER providing CITY with an agreement to indemnify and hold the CITY harmless from any and all costs or expenses incurred as a result of such location.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. OWNER acknowledges that OWNER intends to install certain improvements within the Public Utility and/or Drainage Easement(s) located on the following-described property:

Lee County Parcel STRAP # \_\_\_\_\_ further described as:

Lots \_\_\_\_\_, Block \_\_\_\_\_, Unit \_\_\_\_\_, Cape Coral Subdivision, as recorded in Plat Book \_\_\_\_\_, Page(s) \_\_\_\_\_ of the Public Records of Lee County, Florida.

Additional STRAP #s (if any): \_\_\_\_\_

Legal Description: \_\_\_\_\_

\_\_\_\_\_ of the Public Records of Lee County, Florida.

Site Address: \_\_\_\_\_ Cape Coral, Florida.

2. OWNER further acknowledges and understands that said Public Utility and/or Drainage Easement(s) may contain public utility and/or storm sewer lines either now or in the future, and that the placement of improvements by OWNER within the said Public Utility and/or Drainage Easement(s), as indicated in City of Cape Coral Site Plan, may cause said improvements to suffer damage or be removed as the result of installation, repairs or maintenance of public utilities and/or storm sewer lines by CITY or other utilities within the Public Utility and/or Drainage Easement.

3. In consideration of CITY allowing the placement of said improvements within Public Utility and/or Drainage Easement(s), OWNER agrees that it will indemnify and hold CITY, its officers, employees and agents, harmless from any and all claims for injuries and damages to persons and property, both real and personal, arising from OWNER's placement of said improvements within the Public Utility and/or Drainage Easement(s), or arising from CITY's repair, installation or maintenance to utilities or storm sewers located within the utility easement(s).



4. OWNER further agrees that CITY may remove such improvements within said Public Utility and/or Drainage Easement(s) by any method required at any time and for any reason, including, but not limited to, utility repairs, utility expansion, and storm sewer installation or repairs. OWNER agrees to be responsible for all costs involved in replacing any improvements removed or damaged by CITY, its agents and/or employees, from the easement(s).

5. Other than in the event of an emergency, as determined by the CITY, CITY agrees to give notice to OWNER of its intention to remove landscape plantings not less than seven (7) days where practical, prior to the removal, so that OWNER may relocate the plantings if he/she so desires. Any costs associated with relocation or replacement of said plantings shall be the obligation of OWNER and CITY shall have no responsibility or liability for same.

6. This agreement shall be binding on OWNER and his/her/its representative, heirs, assigns, and/or successors in interest with respect to the subject property and shall be recorded in the Public Records of Lee County, Florida.

**IN WITNESS WHEREOF** the parties have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(print/type company name, if applicable)

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print/type name)

\_\_\_\_\_  
(title)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, who being duly sworn, did depose and say that he/she executed the above Hold Harmless Agreement, and that all of the statements contained herein are true, correct and complete.

Notary Signature: \_\_\_\_\_

Notary Print Name: \_\_\_\_\_  
(SEAL)

**CITY OF CAPE CORAL**

By: \_\_\_\_\_  
**Matt Grambow**  
**Deputy Development Services Director**