



## **PUBLIC WORKS DEPARTMENT**

1050 Malabar Road SW • Palm Bay, Florida 32907 • Phone: (321) 952-3403

EMAIL: [PWDriveway@palmbayflorida.org](mailto:PWDriveway@palmbayflorida.org)

# **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT AND ACKNOWLEDGMENT OF RESPONSIBILITY**

TO: CITY OF PALM BAY

RE: \_\_\_\_\_

(legal description and address of property)

I/we agree to Hold Harmless and Indemnify the City of Palm Bay, Brevard County, Florida and hereby Acknowledge Responsibility (hereinafter "Agreement") to maintain the drainage systems on my/our property and to confirm our intention not to hold the City of Palm Bay responsible for drainage or erosion problems at my/our above-referenced property.

I/we, the undersigned, the owner/s of the above-referenced property, acknowledge that I/we were duly notified that the drainage from my/our dwelling must be directed to a legal positive outfall, without adversely impacting any adjacent or surrounding property and must drain in accordance with a design approved by the City of Palm Bay.

I/we further understand and agree that the City of Palm Bay will not be liable for any lot drainage problems that may occur in the future as the result of any activity on my/our property that will affect any other property. I/we will be responsible to take all measures necessary and pay all costs necessary and required to prevent or fix any current or future drainage problems created by me/us. Furthermore, I/we acknowledge that it is my/our responsibility to maintain my/our lot drainage system and, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/we, on my/our behalf and on behalf of my/our heirs, successors, personal representatives and assigns, do hereby confirm, covenant and agree to indemnify, save, hold harmless and defend the City of Palm Bay, including, but not limited to, its officers, employees, officials, agents and representatives, as well as their sure ties, employees, insurers, officers, successors, assigns and legal representatives (hereinafter the "City") from any and all liability against any and all loss, liability, costs, damage, expense, claim, action, suit, demand or injury of any type or nature whatsoever, including interest, suit costs and reasonable attorney's fees for any purposes whatsoever including trials and appeals and otherwise, that may occur as a result of the action or inaction on my/our part which the City, or any other person/s or business entity/entities who may hereafter sustain, incur or be required to pay any sums of money, arising wholly or in part due to any of my/our conduct, act or omission pertaining to any drainage problems on my/our property or any property in the vicinity of my/our property or any adverse impact caused by the development of my/our property to the historical drainage of the block within which my/our property is located.

The provisions, obligations and commitments undertaken and assumed by the undersigned will run with the land and shall be binding upon my/our heirs, personal representatives, successors and assigns, and will be recorded in the Public Records of Brevard County, Florida.

OWNER/OWNER OF \_\_\_\_\_

OWNER/OWNER OF \_\_\_\_\_

AGENT OF \_\_\_\_\_

AGENT OF \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or  
online notarization, this (date) \_\_\_\_\_ by (name of person  
acknowledging) \_\_\_\_\_, who is personally known to me  
or who has produced (type of identification) \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Name typed, printed or stamped)

\_\_\_\_\_  
(Title or rank)

\_\_\_\_\_  
(Serial number, if any)