

**CITY OF ZEPHYRHILLS - BUILDING DEPARTMENT**  
**RIGHT-OF-WAY USE PERMIT**

DATE: \_\_\_\_\_

PERMIT# \_\_\_\_\_

No construction under ground or above ground of any facility shall be accomplished on any City Rights of Way without written approval from the City Building Department. Any application for approval of construction operations on any City owned Rights of Way shall furnish a detailed drawing showing the complete scope of the proposed work in triplicate to the office of the Building Official for approval prior to the commencement of any work. A copy of this permit is to be kept readily available at the site of the work at all times.

PARCEL I.D. # \_\_\_\_\_ CITY ROAD \_\_\_\_\_  
DATE \_\_\_\_\_

LOCATION (Legal Description) :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Permission is hereby granted to \_\_\_\_\_ of \_\_\_\_\_  
for the construction and maintenance of - \_\_\_\_\_

subject to the following conditions:

1. The construction and maintenance of such utility shall not interfere with the property and rights of a prior occupant.
2. All work shall be done in keeping with the standards of the City Streets Department and under the supervision of the City Building Official, who will be notified at least one day prior to commencement of construction.
3. All materials and equipment shall be subject to inspection by the City Building Official.
4. During construction all safety regulations of the Department of Transportation shall be observed and the City shall be relieved of all responsibility from damage of any nature arising from this permit. Subject to the same terms and conditions, the permit holder may take such safety measures, including placing and display of caution signs, as it may deem necessary in conduct of construction and maintenance work hereunder. It is the responsibility of the permittee to ????
5. All private and all City property shall be restored to its original condition as far as practical in the opinion of the City Building Official.
6. All underground crossing installations shall be laid at such depth as may be specified by the City Building Official.
7. The sketch covering the details of this installation shall be made a part of this permit. This permit is granted with the understanding that the applicant has notified all other utility users in the area covered by the permit and takes full responsibility for any damage incurred by prior installations as a result of his operations in order that they may safe guard their interests.
8. It is expressly stipulated that this permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or to vest any property right in said holder.
9. Whenever the City decides to further exploit the City Rights of Way, any or all said poles, wires, pipes, cables, or other facilities and appurtenances authorized hereunder, shall be immediately removed from said Rights of Way, or reset or relocated thereon as required by the City Building Official at the expense of the holder of this permit.
10. The holder shall save and keep the City harmless from any and all damages, claims, or injuries that may occur by reason of the construction, maintenance, and operation of said facility.
11. The holder shall complete the requested work within \_\_\_\_\_ days or this permit shall become null and void. In the event the work requested is not completed upon the expiration date of this permit, the City shall have the right to complete such work and to charge the holder of the permit for all costs incurred in completing said work.
12. The holder shall post a cash \_\_\_\_\_ or surety bond with the City Manager in the sum of \$ \_\_\_\_\_ dollars to guarantee performance of the obligations herein, and to guarantee maintenance of the right-of-way described herein for a period of one (1) year following completion of the requested installation. In the event a surety bond is posted, the surety bond shall be made payable to the City and shall obligate the surety to hold the City harmless in the event the holder of this permit should fail to meet any of its obligations hereunder. The bond shall also indemnify the City for all court costs and reasonable attorneys fees in the event legal action is required to collect on said bond.

SUBMITTED BY:

(Permittee) \_\_\_\_\_  
Signature & Title \_\_\_\_\_  
Address \_\_\_\_\_

APPROVED BY:

CITY OF ZEPHYRHILLS

Building Official \_\_\_\_\_  
Date: \_\_\_\_\_

Utilities Supervisor \_\_\_\_\_  
Date: \_\_\_\_\_

Public Works \_\_\_\_\_  
Date: \_\_\_\_\_

City Manager \_\_\_\_\_  
Date: \_\_\_\_\_