

County of Volusia

Release / Hold Harmless Agreement For Paver Driveways

Use Permit # _____

Property Address _____

Tax Parcel ID _____

I/we, _____,
(OWNER), in exchange for the allowance to use alternative materials or construction finishes within Volusia County right-of-way to enhance the accepted standard materials per Land Development Code 72-701(m)(5), submit and agree to the following conditions as OWNER of the above-described property:

- The County of Volusia (COUNTY) and any other users of the right-of-way are hereby released from the responsibility for damage to, and the like-kind repair or replacement of, any alternative or enhanced materials damaged in the performance of their work, maintenance or other duties whether such damage occurs by necessity or by negligence. Any and all repairs will be made with standard materials unless OWNER specifically requests that repair or replacement not be made so that OWNER may make his own like-kind repairs.
- As OWNER, I/we acknowledge and accept responsibility for all maintenance needs for alternative or enhanced materials, specifically including, but not limited to, maintenance of a safe and stable roadside zone, and maintenance of a safe and smooth pedestrian path, which at all times complies with current applicable ADA standards.
- If the COUNTY determines that pavers are not maintained in accordance with the approved County Use Permit, after ten (10) days written notice of the finding of maintenance failure and OWNER fails to correct the condition, the COUNTY may replace the pavers with concrete or asphalt as determined by the COUNTY. The cost of the COUNTY'S replacement of the improvements will be borne by the OWNER, or such cost will become a lien on the OWNER'S property adjacent to COUNTY right-of-way, described above after notice as provided by law.
- The OWNER agrees to indemnify, hold harmless and defend the COUNTY, from and against, all liability and expense, including reasonable attorneys' fees and costs, including appellate fees and costs, in conjunction with any and all claims whatsoever for personal injuries or property damage, including loss of use caused by the

negligent or deliberate acts or omissions of the OWNER, his/her/their agents, officers or employees arising in any way out of the installation and maintenance of pavers.

- This Agreement will run with the land and be binding on the OWNER, assignees, and successors in interest in the property.
- As present OWNER, I/we agree to disclose this Agreement to future owners of the subject property.

This Agreement must be recorded at the Volusia County Clerk's Office by the applicant prior to issuance of an approved driveway and site drainage permit.

This Agreement does not constitute a representation that lawful access to the parcel exists.

IN WITNESS WHEREOF the undersigned owner(s) have/has executed this Agreement and cause the same to be recorded in the public records of Volusia County, Florida, on this ____ day of _____, _____.

Signature of owner

Signature of owner

Print Name

Print Name

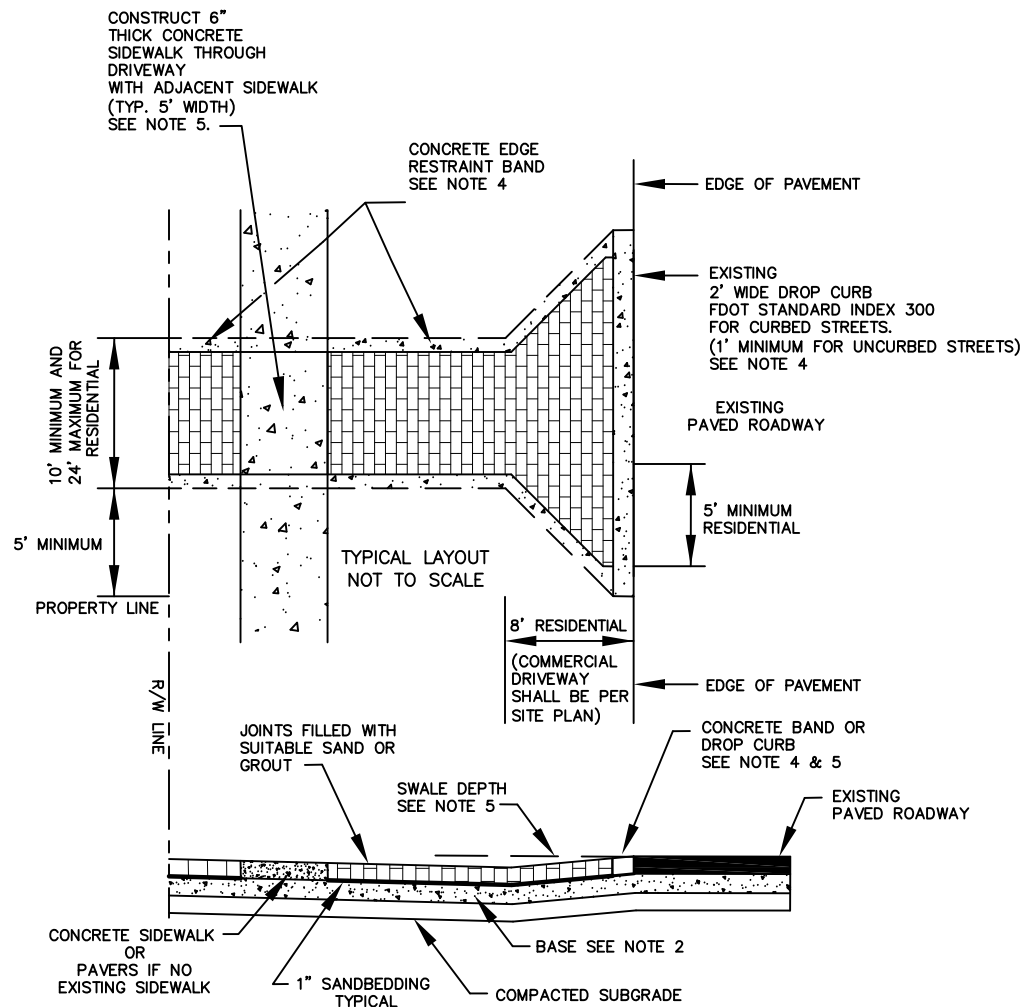
**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____, who is/are personally known to me or who produced _____ as identification and who did not take an oath.

Print Name: _____

State of Florida

My Commission Expires:



Notes:

1. All traffic bearing pavers (with bedding and joint material) shall be manufactured to ASTM standards, in accordance with Section 526 of the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction.
2. The construction of pavers in driveways shall meet the following structural section minimum standards:

PAVERS— Provide pavers having a minimum thickness of 2 3/8 inches at residential driveways and a minimum thickness of 3 1/8 inches at commercial driveways.

BEDDING AND JOINT FILLER—Paver bedding and joint filler shall be a suitable sand or grout, in thickness specified by the manufacturer and approved for use by the paver manufacturer.

BASE— Shall be poured to a minimum thickness of 4 inch reinforced concrete for residential driveways and a minimum thickness of 6 inch reinforced concrete for commercial driveways. Residential driveway alternate base of 6 inch unreinforced concrete, or crushed concrete compacted to 98% modified proctor (AASHTO T-180) are acceptable.

SUBGRADE— Subgrade shall be free of clay, organics, or other materials that will allow future settlement. Subgrade for residential and commercial driveways shall be compacted to at least 98% modified Proctor density AASHTO T-180.

3. The A.D.A. (American Disability Act) standards must be met. The surface elevation of the pavers shall not deviate more than 1/8" between pavers and/or the adjacent sidewalk (Sec. 526—See Note 1).
—The cross slope in the sidewalk area shall not exceed 2% (0.02 FT/FT)
4. On streets without existing curbing, a minimum 12 inch wide by 12 inch deep curbing is required. A minimum of 8 inch wide and 9 inch deep concrete edge restraint band is required along each side of the driveway to contain the pavers. All concrete shall meet FDOT Specifications for Class I, 3000 PSI concrete.
5. Commercial Driveways: The 6 inch concrete sidewalks shall be constructed a minimum of 5 feet from the edge of driveway.
6. All concrete forms shall be approved by the County inspector prior to pouring concrete. The subgrade and base shall be approved by the County inspector prior to placement of any upper structural section layer.
7. Subject to the execution and recording of the County of Volusia Hold Harmless Agreement.
8. Alternate patterns such as soldier courses are allowed.
9. Installers must hold a current competency card from Volusia County as a Paver Contractor.