



**PEMBROKE PINES
CITY COMMISSION**

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**RIGHT OF ENTRY AUTHORIZATION
AND INDEMNIFICATION FORM**

TO: City of Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025

In consideration of the water service line being installed and/or replaced on the Owner's property, as described below (the "Property"), by the City of Pembroke Pines ("City") at no expense to the property Owner, the undersigned Owner hereby authorizes the City, its agents, employees, contractors, and subcontractors (collectively, the "City Representatives") to have the right of entry and access to the Property for the purpose of replacing the water service line. It is also hereby acknowledged that the City will obtain all necessary permits, if any, in order to perform said work at no expense to the property Owner. The Owner hereby authorizes the City Representatives to submit any permit applications with the applicable governmental entities that may be required for the replacement of the water service line at the address listed below.

Once replacement of the water service line has been completed by the City, the Owner shall be responsible for all future maintenance of the water service line, including any and all costs related thereto. The Owner shall comply with all applicable federal, state and local laws and ordinances related to the maintenance of the water service line. The City, in its sole discretion, shall select the best location for the water service line while at the same time choosing a location that will cause the least impact to the Property.

If the Owner has dogs, locked gates, or anything preventing City Representatives from gaining access to the Property, please contact the City at the number below to make arrangements for entry to the Property.

Hold Harmless / Indemnification The Owner hereby acknowledges that this agreement is not an obligation upon the City to perform the project described herein. The Owner agrees to hold the City Representatives harmless for damages and/or injury, of any type whatsoever, either to the Property and/or any improvements on, or a part of the Property, or to persons situated thereon. The Owner hereby further agrees to indemnify release, discharge, and waive any and all action, either legal or equitable, that might arise by reason of any action of the City Representatives while, or subsequent to, replacing the water main or taking any necessary action related thereto.

Since this work is performed on the Owner's property, this right of access must be granted before the City begins any work. By signing below, the property Owner acknowledges that they have read and understand this Right of Entry Authorization and Indemnification Form, and that the Owner agrees to give the City access to the Property. The Owner further certifies that they are the legal owner of the Property described below and that they have legal authority to enter into this agreement. If the Owner refuses to give the City access, the City, in its sole discretion, may not pay for the water main installation and/or relocation at a future date. The Owner acknowledges that failure to grant the City Representatives access to complete the water service line installation project may affect future water service to the Property.

The right of entry authorization granted by this agreement shall terminate upon completion of the water service line installation project, as determined by the City. The indemnification of the City Representatives provided for herein shall survive the termination of this agreement and the completion of the water service line installation project.

If you have any questions concerning this work, please call George Wrves, Project Manager, at (954) 518-9045.

This Right of Entry Authorization and Indemnification Form is entered into on this ____ day of _____, 2018.

OWNER: _____

PRINT: _____

PHONE NO.: _____

THE "PROPERTY"

Property Address: _____

Folio #: _____

Lot #: _____

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, an office duly authorized by law to administer oath and take acknowledgments, personally appeared _____, the Owners of the property located at _____ and acknowledged execution of the foregoing Agreement for the use an purposes mentioned in it. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this ____ day of _____, 2018.

NOTARY PUBLIC

My Commission Expires: