

UTILITY EASEMENT ENCROACHMENT  
AND  
HOLD HARMLESS AGREEMENT BETWEEN  
THE CITY OF TAMARAC  
AND

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THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the CITY OF TAMARAC, a municipal corporation with principal offices located at 7525 NW 88<sup>th</sup> Avenue, Tamarac, Florida 33321 (hereinafter called CITY) and \_\_\_\_\_, a resident whose property is located at \_\_\_\_\_, (hereinafter called the OWNER), for the purpose of holding the CITY harmless for the removal or destruction of landscaping and/or structures located on the OWNER's property and within utility easements held by the CITY.

WHEREAS, OWNER of a parcel of land in the City of Tamarac, Broward County, Florida, more particularly described in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, OWNER has constructed or will construct landscaping and/or structures as part of its improvements of the parcel described in Exhibit A within utility easement(s) described in Exhibit B, attached hereto and incorporated herein by reference, and recorded in Plat Book \_\_\_ page \_\_\_ of the Broward County public records; and

WHEREAS, said existing landscaping and/or structures are described on the site plan for \_\_\_\_\_ prepared by \_\_\_\_\_ and dated \_\_\_\_\_, a copy of which is on file with the CITY and attached hereto and incorporated herein by reference as Exhibit C; and

WHEREAS, CITY is grantee of the utility easement(s) described above and has an obligation to maintain and repair utility lines in order to serve the citizens of the City of Tamarac; and

WHEREAS, OWNER agrees to hold the CITY harmless for any expenses incurred by the CITY's use of the utility easement(s) resulting in the destruction and/or removal of said existing and/or future landscaping and/or structures; and

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

1. The foregoing recitals are true and correct and incorporated herein by this reference.
2. OWNER agrees to immediately remove at its own expense any encroachment located within the CITY's utility easement once notified by the CITY of such encroachment.
3. OWNER shall hold harmless and indemnify the CITY from and against all claims, liability and expense arising from the aforesaid encroachments, landscaping and/or structures, including the expense of removing, relocating, restoring and replacing same.

4. CITY shall be held harmless by OWNER and shall not be responsible for the damage, destruction or replacement of irrigation lines within the utility easement(s).
5. CITY shall be entitled to make emergency repairs to utility lines within the easement(s) without prior notice to OWNER if giving notice would be of detriment to the health, safety and welfare of the citizens of Tamarac.
6. OWNER agrees that any structures placed within the utility easement shall be limited to minor structures only, such as a sign, fence, or slight encroachments of concrete. No drainage structures, including, but not limited to, detention or retention basins, shall be permitted within the utility easement(s).
7. OWNER agrees that landscaping within the utility easement(s) shall be limited to bushes, shrubs and flowers, and that no trees shall be placed within the utility easement(s).
8. OWNER shall place a 1' by 1' sign or plaque on the site of the landscaping or structure, which shall state the following: "This structure may be ordered removed by the City of Tamarac without notice and at no cost to the City should its removal become necessary to repair any utility line. The cost of removal shall be borne by The Property Owner, its successors and assigns."
9. OWNER shall not place encroachments within the utility easement(s) unless specifically provided for in this Agreement.
10. This Agreement contains the entire agreement between the parties relating to the subject matter hereof. This Agreement shall not be amended unless in writing and signed by the parties hereto.
11. This Agreement shall run with the land and bind OWNER, its agents, heirs, successors and assigns, and any subsequent owners of the parcel described in Exhibit A.
12. Venue for any actions resulting from this Agreement shall be Broward County, Florida. This Agreement shall be governed by the laws of the State of Florida as are now and hereinafter in force.



( ) DID NOT take an oath

Name of Notary Typed, Printed or Stamped



