



CANAL MAINTENANCE EASEMENT ENCROACHMENT
AND
HOLD HARMLESS AGREEMENT BETWEEN
THE CITY OF TAMARAC
AND

THIS AGREEMENT made this ____ day of _____ 20____ by and between the CITY OF TAMARAC, a municipal corporation with principal offices located at 7525 NW 88th Avenue, Tamarac, Florida 33321 (hereinafter called CITY) and _____, a [put the state] corporation with principal offices located at [address of corporation], (hereinafter called the DEVELOPER/OWNER), for the purpose of holding the CITY harmless for the removal or destruction of landscaping and/or structures located on DEVELOPER/OWNER's property and within canal maintenance easements held by the CITY.

WHEREAS, DEVELOPER/OWNER is 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, DEVELOPER/OWNER has constructed or will construct landscaping and/or structures as part of its development of the parcel described in Exhibit A within canal maintenance easement(s) described in Exhibit B, attached hereto and incorporated herein by reference, and recorded in O.R. 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 canal maintenance easement(s) described above and has an obligation to maintain the City's waterway system in order to serve the citizens of the City of Tamarac; and

WHEREAS, DEVELOPER/OWNER agrees to hold the CITY harmless for any expenses incurred by the CITY's use of the canal maintenance 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. DEVELOPER/OWNER agrees to immediately remove at its own expense any encroachment located within the CITY's Canal maintenance easement once notified by the CITY of such encroachment.
3. DEVELOPER/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 DEVELOPER/OWNER and shall not be responsible for the damage, destruction or replacement of irrigation lines within the canal maintenance easement(s).
5. CITY shall be entitled to make emergency repairs within the canal maintenance easement(s) without prior notice to DEVELOPER/OWNER if giving notice would be of detriment to the health, safety and welfare of the citizens of Tamarac.
6. DEVELOPER/OWNER agrees that any structures placed within the canal maintenance 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 canal maintenance easement(s).
7. DEVELOPER/OWNER agrees that landscaping within the Canal maintenance easement(s) shall be limited to bushes, shrubs and flowers, and that no trees shall be placed within the canal maintenance easement(s).
8. DEVELOPER/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. The cost of removal shall be borne by, _____ its successors and assigns."
9. DEVELOPER/OWNER shall not place encroachments within the Canal maintenance 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 DEVELOPER/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.



IN WITNESS WHEREOF, the parties have made and executed this Canal Maintenance Easement Encroachments and Hold Harmless Agreement on the respective dates under each signature. CITY OF TAMARAC, through its Mayor and _____, through its President, _____, duly authorized to execute same.

CITY OF TAMARAC

Michelle J. Gomez, Mayor

Date: _____

ATTEST:

Kimberly Dillon, CMC
City Clerk

Levent Sucuoglu, City Manager

Approved as to form and legal sufficiency:

Hans Ottinot, City Attorney

DEVELOPER/OWNER

By _____
President

Type/Print Name

ATTEST:

Date: _____

Corporate Secretary
(Corporate Seal)

Type/Print Name