



**PEMBROKE PINES
CITY COMMISSION**

Frank C. Ortis
MAYOR
954-450-1020
fortis@ppines.com

Jay D. Schwartz
VICE MAYOR
DISTRICT 2
954-450-1030
jschwartz@ppines.com

Thomas Good, Jr.
COMMISSIONER
DISTRICT 1
954-450-1030
tgood@ppines.com

Angelo Castillo
COMMISSIONER
DISTRICT 4
954-450-1030
acastillo@ppines.com

Iris A. Siple
COMMISSIONER
DISTRICT 3
954-450-1030
isiple@ppines.com

Charles F. Dodge
CITY MANAGER
954-450-1040
cdodge@ppines.com

RIGHT OF ENTRY AUTHORIZATION AND INDEMNIFICATION FORM
WATER AND SEPTIC TO SEWER CONVERSION

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

In consideration of the City of Pembroke Pines ("City") installing and/or replacing the water and sewer service lines on the Owner's property, as described below (the "Property"), the undersigned Owner hereby authorizes the City, its agents and employees (collectively, the "City Representatives"), to have the right of entry and access to the Property. The purpose of this right of entry is to allow for the installation and/or replacement of the water and sewer service lines on the Property.

The installation of the water service line shall be paid for by the City at no expense to the Owner. The installation of the sewer service line, abandonment of the Owners septic tank, and connection to the City system, shall be paid for by the Owner. The Owner may elect one of two payment options to cover the costs associated with the sewer service line. Option One: allow the City's contractor to install the new sewer service line, abandon the Owners septic tank, and connect to the City sewer system, at a cost to the Owner of approximately \$3,200-\$5,000. Payment to the City may be made either by lump sum or by monthly installments payable with Owner's Utility Bill. Option Two: Owner may self-perform or hire a private licensed contractor to make the required connection and perform related services.

The City hereby agrees to waive the applicable one-time sewer connection charge for those residences involved in the project. 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 Owner. The Owner hereby authorizes the City Representatives to submit any permit applications to the applicable governmental entities that may be required for the installation and/or replacement of the water and sewer service lines at Property.

Once installation and/or replacement of the water and sewer service lines are completed by the City, the Owner shall be responsible for all future maintenance of the water and sewer service lines located on the Property, including any and all associated costs. The Owner shall comply with all applicable federal, state and local laws and ordinances related to installation and maintenance of the water and sewer service lines. The City, in its sole discretion, shall select the best location for the water and sewer service lines 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 from damage and/or injury, of any type whatsoever, either to the Property and/or any improvements on, or a part of the Property and to any persons situated thereon. The Owner hereby further

agrees to indemnify, release, discharge, and waive any and all claims, either legal or equitable, that may arise by reason of any act or omission on behalf of the City Representatives which may occur during, or subsequent to the installation/replacement of the water and sewer lines or taking any necessary action relative 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 installation and/or replacement of the water and sewer lines at a future date. The Owner acknowledges that failure to grant the City Representatives access to complete the installation and/or replacement of the water and sewer service lines may affect future service to the Property.

This right of entry authorization shall terminate upon completion of the water and sewer service line installation project, as determined by the City. Notwithstanding the foregoing, the hold harmless/indemnification requirements provided for herein shall survive indefinitely following the completion of the water and sewer service line installation project.

If you have any questions concerning this work, please call (954) 518-9040.

This Right of Entry Authorization and Indemnification Form is entered into on this ____ day of _____, 2022.

OWNER: _____
PRINT: _____

THE “PROPERTY”

Property Address: _____
Folio #: _____
Lot #: _____

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, on this ____ day of _____, 2022, the foregoing instrument was acknowledged before me by _____, the Owner of the property located at _____, personally appeared and acknowledged execution of the foregoing instrument for the use and purposes mentioned in it. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

My Commission Expires: