

HOLD HARMLESS AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 202_, by and between _____ and _____, hereinafter referred to as the "OWNER," and CITY OF MIRAMAR, a Florida municipality, hereinafter referred to as the "CITY."

WHEREAS, the canals/lakes in the City of Miramar are an integral part of the public stormwater/drainage system; and

WHEREAS, several of the canal/lake embankments are experiencing erosion; and

WHEREAS, several residents have complained about erosion at their property embankment,

WHEREAS, the CITY will be performing **ONE-TIME** canal/lake embankment restoration through the installation of Geotubes along the properties with erosion

WHEREAS, following the City's installation of the Geotubes, the future maintenance of the embankment will become the homeowner's sole responsibility.

WHEREAS, the OWNER owns the real property located at _____, hereinafter referred to as "*Property*," which abuts a section of a canal/lake within the City of Miramar; and

WHEREAS, the CITY conditions the restoration, specifically the installation of the Geotubes, on the OWNER agreeing to indemnify and save CITY harmless for any damage done to the OWNER's *Property* or any other Party with lawful possession of the *Property* during or as a result of such restoration, and Owner providing access on and across the *Property*, if required, for completion of the *Work*. If a tenant of the OWNER occupies the property during the time period in question, it is the responsibility of the OWNER to notify the tenant to provide access to the City to complete said *Work*.

NOW, THEREFORE, in consideration of the premises set forth herein and the mutual benefits to be derived from this agreement, the parties agree as follows:

1. That all of the above is true and correct and forms the basis for this Agreement between the parties.
2. The CITY will be performing one-time restoration of canal/lake embankments.
3. The OWNER shall be responsible for the relocation of all irrigation system located on the *Property* at his/her sole expense to prevent any damage due to the restoration operations comprising the *Work*. No restitution shall be due to the OWNER for any damages incurred due to OWNER's failure to relocate the said irrigation system, including pipes, pumps, intakes, etc.
4. The OWNER shall allow the CITY, their employees, agents, independent contractors, or any other party under their authority, to stack dredged material stored in fabric socks, commonly known as geotubes, against the existing banks, which may be located on private property, including but not limited to the *Property*.
5. The OWNER, by signing this Agreement, acknowledges that while most of the stacking of dredged material would be within the right-of-way (ROW) of the waterway or canal/lake system, part of it may be abutting against, and within, his/her private *Property* and that the CITY, their employees, agents, independent contractors, consultants or any other party under their authority have Owners' consent and authority to access the *Property* and to stack the dredged material on the *Property* so as to complete the *Work*.

6. The *OWNER*, by signing this Agreement, acknowledges that any additional land created by the proposed stacking shall remain part of Right of way and may be used for maintenance of the waterway or, if on private *Property*, grants permission for access and maintenance, if any. The *OWNER* further agrees that he/she shall not construct dock or seawall or any other supports into the geo-tubes and shall keep this area clear at all times and not plant any trees, shrubs, hedges, etc., that could damage the geo-tubes.
7. Following the installation of the geotube by the City, as herein contemplated, the *OWNER* shall be responsible for all future maintenance of the embankment and the City will not, and will have no obligation to, engage in any maintenance of the embankment.
8. The *OWNER*, and any party occupying the property with the consent of the *OWNER*, hereby agrees to indemnify and hold harmless the *CITY*, South Broward Drainage District, their officers, agents, and employees, from all current and future liability for any damage to its *Property* and improvements thereon, including but not limited to trees, seawall, canal/lake bank, pool, boat deck, fence, irrigation systems, porch, or house.
8. This Agreement shall be binding upon the successors and assigns of the parties hereto.
9. The effective date of this Agreement shall be the date the last party hereto executes the Agreement.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the day first above written.

OWNER

(signature)

(print name)

Date: _____

OWNER

(signature)

(print name)

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20____, by _____ who [] is personally known to me or [] produced _____ as identification.

Notary Public: _____

(name typed)

My Commission Expires: _____

CITY OF MIRAMAR

Attest:

By: _____
City Manager, Dr. Roy Virgin,

Date: _____

City Clerk, Denise a. Gibbs,

Approved as to form:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

