

UTILITY ACCESS AND CONSENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2025, by and between

CENTRAL BROWARD WATER CONTROL DISTRICT, a political subdivision of the State of Florida, with a business address of 8020 Stirling Road, Hollywood, FL 33024, hereinafter referenced as the “District;”

AND

COOPER CITY, FLORIDA a political subdivision of the State of Florida, qualified to do business in the State of Florida, with a business address of _9090 S.W. 50th Place, Cooper City, FL 33328, hereinafter referenced as “Utility Owner” or “Grantee.”

District and Grantee may hereafter be referenced individually as a “Party” or collectively as the “Parties.”

WHEREAS, the Central Broward Water Control District has existing easements dedicated or granted to the District for the location and maintenance of drainage facilities on or across real property throughout the District; and

WHEREAS, the Grantee is the owner of the utility or utility infrastructure being installed; and

WHEREAS, Grantee desires to install or have installed certain utility infrastructure that will cross or enter the District’s easement as more particularly described in **Exhibit “A”** (the “Lands”); and

NOW, THEREFORE, for good and valuable consideration paid by Grantee to the District and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The recitals set forth above are true and correct and, along with any and all exhibits referenced herein or attached hereto, are hereby incorporated within this Agreement and made a specific part hereof.
2. Grantee agrees to obtain all applicable federal, state, and local permits as may be required in connection with Grantee’s work and use of the District’s Lands; and at all times to comply with all requirements of all federal, state, and local laws, ordinances, rules and regulations

applicable or pertaining to the use of the Property and the District's Lands by Grantee pursuant to this Agreement.

3. The District hereby grants to Grantee, its licensees, successors, and assigns, subject to the terms of the District Criteria and this Agreement, a perpetual, non-exclusive right of access to cross in, under, through, over, across, or upon the District's Lands, with the right, privilege, and authority to:

a. Construct, reconstruct, install, relocate, extend, repair, replace, maintain, operate, inspect, patrol, abandon, redesign, rebuild, alter, or remove aboveground/underground an 8 inch polypropylene water main (collectively, the "Utilities"), as described on those certain project plans and specifications attached hereto as **Exhibit "B"** for the [new water service to 6591 Appaloosa Trail residence] UTILITY FACILITIES PURPOSE: ingress and egress; to place utility wires/pipes/facilities in the easement], by any means, whether now existing or hereafter installed, for public or private use, in, upon, over, under, and across that portion of the District's Lands as more particularly described in **Exhibit "C"** (the "Licensed Area") and to renew, replace, add to, and otherwise change the Utilities and each and every part thereof and the location thereof within the License Area, and utilize the Utilities within the Licensed Area for the purpose of locating the Utilities.

b. Grantee hereby agrees and covenants to prohibit its agents, employees, and contractors from altering the existing grade, slope, or terrain of the Lands.

c. Grantee shall provide the District with as-built drawings and a survey showing the location and height or depth of the Utilities installed on the Lands.

4. The use of the Lands by Grantee shall be at the sole risk and expense of Grantee, and the District is specifically relieved of any responsibility for damage or loss to Grantee or other persons resulting from Grantees use of the Lands for its purposes.

5. Grantee agrees that it will not use the Lands in any manner that, in the opinion of the District, may tend to restrict, impair, interfere with, or hinder the use of the Lands by the District or the exercise by the District of any of its rights thereto or cause a hazardous condition to exist. Grantee agrees that no hazardous substance, as the term is defined in §101(14) of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 USC §§9601(14) or 9602, petroleum products, liquids, or flammables, shall be placed on, under, transported across or stored on the Lands.

6. Grantee agrees to warn its employees, agents, contractors, and invitees of the existence of any facilities and utilities installed or to be installed within the Lands and to take any and all precautionary measures when working near District's facilities.

7. Grantee agrees, to maintain and keep the Lands clean and free of debris, and further understands and agrees that certain uses of the Lands are specifically prohibited, including but not limited to recreational purposes, fishing, hunting, camping, and Grantee agrees to notify its employees, agents, contractors, and invitees accordingly.

8. Subject to the provisions of Section 13 as set forth herein below, Grantee shall require all agents, vendors or contractors performing work for the in the Lands for the Grantee pursuant to this Agreement to indemnify the District and hold the District harmless against any and all claims arising out of the District's granting of this easement to the Grantee for the purposes set forth herein. Further subject to Section 13 of this Agreement, the Grantee shall hold the District harmless against any claims arising from the District's granting of the requested permit as a result of the Utilities being constructed in the District's Lands.

9. Grantee hereby acknowledges and agrees that it shall not cause any lien or charge on or against any or all parts of the Lands and shall bear any and all costs and expenses incurred by Grantee in connection with the construction and maintenance of the Utilities.

10. In accordance with the provisions of §2.13 of the District Criteria, and as further consideration for the District's authorization to enter into and install the Utilities in the Lands, Grantee agrees to be responsible for the acts and omissions of its agents or employees, from any and all manner of actions, claims, causes of action, judgments, liens, assessments, executions, liability, loss, cost, or expense, including attorneys' fees and paralegal expenses, to any person by reason of the death of or injury to any person or damage to any property, arising solely out of or in connection with the Grantee's use of the Lands for the purposes described herein by its contractors, agents, or employees except to the extent caused by the negligence or willful misconduct of the District. Grantee agrees to defend at its sole cost and expense, and at no cost or expense to District, any and all suits or actions instituted against the District, for the imposition of such liability, loss, cost or expense except to the extent caused by the negligence or willful misconduct of the District.

11. Grantee shall, and shall cause each of its agents, contractors, and subcontractors, to maintain at their sole expense, the following minimum insurance as self-insured or with insurers rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company and issued by companies authorized to do business in the State of Florida.

- a. **Comprehensive General Liability Insurance** written on an occurrence basis including, but not limited to, coverage for bodily injury, premises, operations, property damage, personal injury, products completed, operations and contractual liability with limits of liability no less than One Million Dollars (\$1,000,000) each occurrence limit, general aggregate limit Two Million Dollars (\$2,000,000).
- b. **Workers' Compensation and Employers' Liability Insurance** for all statutory obligations imposed by applicable Florida law and applicable federal laws.
- c. **Employers' Liability Insurance** with a limit of \$500,000 each accident; \$500,000 disease/policy; \$500,000 disease/employee.
- d. **Comprehensive Auto Liability Insurance** covering all owned, non-owned, leased and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit liability per occurrence for bodily injury and property damage per accident.

- e. **Environmental/Pollution Liability Insurance** shall be required with a limit of no less than One Million Dollars (\$1,000,000) per wrongful act. Coverage shall include completed operations, sudden, accidental, and gradual pollution conditions.

The District shall be designated as an additional insured on all policies except the Workers' Compensation Insurance policy. All policies shall include by endorsement a waiver of all rights of subrogation against the District, a thirty (30) day notice of cancellation or non-renewal to the District, Grantee's or its subcontractor's policies shall be primary and non-contributory, and shall contain a severability of interest or cross liability clause without obligation for premium payment by the District. The District shall be named as a Loss Payee on all property and inland marine policies as their interest may appear.

Evidence of the minimum insurance coverages required hereunder shall be provided in the form of an ACORD certificate or other Certificate of Insurance acceptable to the District. If any required insurance is cancelled or non-renewed, Grantee or its contractor shall file new Certificates of Insurance with the District. Grantee's or its contractor's failure to provide such proof of insurance nor the District's not requesting evidence of coverage shall not in any way release or excuse Grantee or its contractors from the obligation to maintain the minimum coverage required. Grantee shall be liable to the District for any gaps in coverage. Grantee acknowledges that any insurance protection required by this Agreement or otherwise provided by Grantee does not in any way limit Grantee's responsibility to indemnify and hold the District harmless or otherwise defend the District, its officers, elected or appointed officials, agents and employees.

12. The Grantee understands, acknowledges, and agrees that it will not use the Lands in any manner which, in the opinion of the District, may tend to interfere with the District's use of the Lands and that the Grantee's use of the Lands pursuant to this Agreement is subordinate to the rights and interests of the District in and to the Lands. The District specifically reserves the right to make improvements, add additional facilities, maintain, construct or alter the Lands, or improvements on the Lands which aid in or are necessary to the District's business or operations, and the right to enter upon the Lands at all times for such purposes. In the event that the District must move, remove or otherwise disturb Grantee's improvements upon the Lands in the course and scope of conducting its business or operations upon the Lands, the District will provide ninety (90) days' notice to Grantee and allow sufficient time for Grantee to relocate its facilities in a manner and location agreed upon by the parties, unless an emergency or other exigent circumstance exists. Grantee's hereby acknowledges that the District shall have no obligation or liability to Grantee if the District's use of the Lands necessitates the relocation of the Utilities by Grantee.

13. District and Grantee are each a political subdivision as defined in §768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

14. District shall be allowed unrestricted access to the Lands for all District purposes. Should District be required to access the Lands for maintenance, service, or repair due to failure of the Grantee to maintain, service, or repair the improvements, the District shall perform any work necessary and any and all work performed by the District shall be at Grantee's expense.

15. This Agreement shall be recorded in the Public Records of Broward County, Florida, at Grantee's expense, and the provisions hereof shall be covenants running with the land binding upon the Grantee, its successors, beneficiaries, and assigns.

16. This Agreement may only be amended by a written instrument executed by the Parties, after being duly considered and approved by both Parties.

17. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. The venue for any claim, objection, or dispute arising out of the terms of this Agreement shall be Broward County, Florida.

18. In any action to enforce the terms of this Agreement, Grantee shall be liable for, and shall indemnify and hold the District harmless from any and all costs and all reasonable attorneys' fees, including paralegal expenses, associated therewith.

19. Each party hereto warrants that the individual signing on its behalf has the full legal authority to execute this Agreement on behalf of the party for whom he or she is signing. As Grantee is a company, it shall provide the District with a resolution or such other official evidence of the authority of the individual executing this Agreement on its behalf.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals on the date first written above.

Signed, sealed and delivered
in the presence of:

**CENTRAL BROWARD WATER
CONTROL DISTRICT**

Witness Signature

By: _____
Name: Thomas Good, District Manager

Witness Printed Name

Address: _____

Witness Signature

Witness Printed Name

Address: _____

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, District Manager of the CENTRAL BROWARD WATER CONTROL DISTRICT, a political subdivision of the State of Florida, ☐ who is personally known to me or ☐ who has produced _____ as identification.

Signature of Notary Public – State of Florida

Print, Type of Stamp Commissioned Name of Notary Public

UTILITY OWNER

Signed, sealed and delivered
in the presence of:

CITY OF COOPER CITY, FLORIDA,
a political subdivision of the State of Florida

Witness Signature

By: _____
Print Name: _____
Title: _____

Witness Printed Name
Address: _____

Witness Signature

Witness Printed Name
Address: _____

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this _____ day of _____, 20__, by
_____, as _____ of
_____, a political subdivision of the State of Florida,
☐ who is personally known to me or ☐ who has produced _____ as
identification.

Signature of Notary Public – State of Florida

Print, Type of Stamp Commissioned Name of Notary
Public

EXHIBIT “A”

SKETCH & LEGAL DESCRIPTION OF THE LANDS

EXHIBIT “B”

DESCRIPTION OF THE UTILITY FACILITIES

TO BE INSTALLED IN THE LANDS

EXHIBIT “C”

SKETCH & LEGAL DESCRIPTION OF

THE LICENSED AREA OF THE LANDS