

RIGHT OF ENTRY AGREEMENT
AND
PUBLIC SAFETY INGRESS/EGRESS EASEMENT

The City of Cooper City, Florida, a municipal corporation of the State of Florida (hereinafter referred to as "City"), and _____ (hereinafter referred to as "Owner"), agree on this _____ day of _____, _____ to enter into the following contract:

WHEREAS, Owner currently holds legal title to that parcel of real property which is the subject of this Agreement, a legal description of which is attached hereto as Exhibit "A", and made a part hereof by this reference; and

WHEREAS, pursuant to Section 316.006(2)(b), Florida Statutes, Owner wishes to voluntarily grant to City the right to enter its private or limited access road or roads, owned or maintained by Owner of the property, in the event of an emergency or natural disaster, for the sole purpose of clearing and making passable said roadways for the free passage of emergency vehicles.

WHEREAS, it is in the City's best interest of public safety to have the right to clear and make passable roadways in the event of an emergency or natural disaster, when the City Manager determines that City resources are available for such purpose, thus providing for the free passage emergency vehicles within its municipal boundaries.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings of the parties hereto, and other good and valuable consideration, the parties hereto covenant and agree, each with the other as follows:

1. That the foregoing preamble is hereby ratified and confirmed as true and correct.
2. That the Owner agrees that the City shall have the right to enter any private or limited access road or roads, owned or maintained by Owner of the property, in the event of an emergency or natural disaster, for the purpose of clearing and making passable said roadways for the free passage of emergency vehicles.
3. That the City hereby agrees, when the City Manager determines that City resources are available, to enter any private or limited access road or roads, owned or maintained by Owner of the property, in the event of an emergency or natural disaster, for the purpose of clearing and making passable said roadways for the free passage of emergency vehicles. However, Owner recognizes that City shall not be liable in the event that City does not invoke City's right to clear and make passable said roadways.
4. That the Owner hereby agrees to reimburse City for any and all costs associated with the City's implementation of the rights granted hereunder.
5. That the Owner hereby agrees to indemnify, hold harmless and defend the City, its elected and appointed officials, employees, agents and legal representatives against any claims, demands, causes of action, lawsuits liabilities, costs, and expenditures of any kind, including attorney's fees, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the terms, conditions and performance of this Agreement, excepting only such

claims, demands, causes of action, lawsuits, liabilities, and costs solely attributable to the gross negligence or willful misconduct of the City or its employees and agents, notwithstanding that Owner may be paying for the services of the City's employees and agents.

6. Owner in further consideration for the above stated commitments of City, does hereby declare, establish, provide, give and grant to the City, its successors, administrators and assigns, a perpetual non-exclusive easement for the ingress and egress over and across the property to clear and make passable its roadways for the free passage of emergency vehicles.

7. The rights and easement herein granted shall be effective on the date hereof, and shall be binding upon all parties or persons claiming under them, and shall run with the title for the described properties until abrogated, rescinded or revoked as provided in this Agreement.

8. This Agreement shall be recorded in the Public Records of Broward County, Florida, and shall be binding upon, and shall inure for the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.

9. The terms, covenants, conditions, grants and provisions of this Agreement may only be extended, modified, abrogated, rescinded, or revoked in whole or in part with the written consent of both the City and Owner, and such duly executed instrument being recorded in the Public Records of Broward County, Florida.

10. Owner shall execute the attached supplemental Right of Entry Agreement upon City's written request. The required form of said supplemental Right of Entry Agreement may be revised by City or FEMA, from time to time, and Owner shall execute any such revised form upon City's written request.

IN WITNESS WHEREOF, the parties have set their hands and seals for the purposes herein expressed.

CITY OF COOPER

CITY
Attest:

Susan Poling, City Clerk
Mayor

Debby Eisinger,

Approved to Form and Legal Sufficiency
By David M. Wolpin, City Attorney

DECLINED

WITNESS:

OWNER:

BY:

Witness #1 (Sign)

Print Name

TITLE:

Witness #1 (Print)

Witness #2 (Sign)

Witness #2 (Print)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of

_____, _____ by _____ of

_____. He/she is personally known to me or has produced

_____, as identification and did take an oath.

Notary Public

(Stamp)

Right of Entry Agreement (FEMA)

I/We _____, the representative(s) of the property commonly identified as

_____,
(Association)

do hereby grant and give freely and without coercion, the right of access and entry to said property to the City of Cooper City, its agencies, contractors, and subcontractors thereof, for the purpose of removing and clearing any or all storm-generated debris of whatever nature from the above described property.

It is fully understood that this permit is not an obligation to perform debris clearance. The undersigned agrees and warrants to hold harmless the City of Cooper City, its agencies, contractors, and subcontractors,

for damage of any type, whatsoever, either to the above described property or persons situated thereon and hereby release, discharge, and waive any action, either legal or equitable that might arise out of any activities on the above described property. The property owner(s) will mark any storm damaged sewer lines, water lines, and other utility lines located on the described property.

I/We (have_____, have not_____) (will_____, will not_____) received any compensation for debris removal from any other source including Small Business Administration (SBA), National Resource Conservation Service (NRCS), private insurance, individual and family grant program or any other public assistance program. I will report for this property any insurance settlements to me or my family for debris removal that has been performed at government expense. For the considerations and purposes set forth herein, I set my hand this _____day of_____, 20__.

Witness

Representative

Representative

Address

Telephone Number and

FYI – not part of form:

[ATTY-LIST] authorization to enter private property for post-disaster clean-up ['Watchdog': checked]

Some of us Florida people (and other coastal cities) are revising our ordinances regarding emergency powers and post-disaster operations. One issue is the extent to which city work forces may enter private property and clean up or at least "push back" storm-generated debris, in the absence of an agreement authorizing entry to perform such work.

One might think that authority to enter private property would be

willingly given on the morning after a storm blows through, but a wrinkle is that FEMA wants to see written agreements with hold-harmless language protecting FEMA. This might not be so easy to get when you need it, so I'd like to be in a position to start collecting such agreements in advance.

If any of you have developed forms for such agreements, I'd be grateful if you'd share with me. I can cobble one together on my own but there is nothing like borrowing a wheel that's already been invented. Thanks, in advance!

Al Galbraith
Asst. City Attorney
St. Petersburg, FL