



**City of Lauderhill
Encroachment Agreement & Hold Harmless**

The CITY shall not be responsible for any damage to improvements now or hereafter existing on the Project which lies within the CITY's right-of-way or property; including but not limited to: fencing, sidewalks, pavement, shrubbery, landscaping signage or irrigation equipment and machinery which may result from the CITY's access to, or repair, or maintenance of any lines or facilities including any necessary excavation within the area of such lines or facilities in order to repair or maintain same. The CITY'S only obligation after repairing or maintaining the lines or facilities will be to adequately fill and compact any such excavation and return the ground to pre-development natural grade.

APPLICANT hereby holds harmless, releases, and waives any and all rights it may now, or hereafter, have against the CITY and relinquishes any right to require the CITY to repair, replace, restore or improve the affected area beyond that described herein. Furthermore, APPLICANT agrees not to install any permanent improvements, except asphalt, fencing, concrete curbing, irrigation lines or sidewalks within a 5 feet strip on either side of the CITY lines or facilities. APPLICANT is solely responsible for any improvement(s) installed within the CITY's right-of-way/property and chooses to install same at his/her own risk.

IN WITNESS WHEREOF, APPLICANT has hereunto set his hand and sealed on the day and year first above written.

Signed, Sealed and Delivered in the presence of: APPLICANT

_____ **Print Name**

_____ **Print Name**

State of Florida)
) SS:
County of Broward)

The Foregoing instrument was acknowledged before me this _____ day of _____,
20____,

By _____ for _____.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires _____/_____/_____

Identification Produced/Type _____