

**RIGHT OF ENTRY AND  
EMERGENCY AND DISASTER INGRESS/EGRESS AGREEMENT**

The Village of Wellington, Florida, a municipal corporation of the State of Florida ("Village"), and \_\_\_\_\_ ("Association"), collectively ("Parties") each a "Party" agree on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ to enter into the following contract:

WITNESSETH:

**WHEREAS**, Association currently owns, maintains, or controls the private roads and access-ways within the \_\_\_\_\_ residential development situated upon that certain parcel of real property which is the subject of this Agreement, a legal description of which is attached hereto as Exhibit "A" ("Property"), and made a part hereof by this reference; and

**WHEREAS**, to facilitate the implementation of Village Code Section 2-362, Association wishes to voluntarily grant to Village the right to enter its private right-of-ways, owned, maintained, or controlled by Association at the Property, in the event of an emergency or natural disaster, for the sole purpose of clearing away debris and performing any emergency provisions which may be necessary for the health, safety, and welfare of the community; and

**WHEREAS**, it is in the Village's best interest of public safety to have the right to enter private property to clear away debris from private rights-of-ways and perform any emergency provisions which may be necessary for the health, safety, and welfare of the community, when the Village Manager determines that Village resources are available for such purpose, thus providing for the unobstructed passage of emergency vehicles within its municipal boundaries; and

**WHEREAS**, section 2-362 of the Village Code authorizes the Village to enter onto private property for purposes of clearing away debris and performing any emergency provisions which may be necessary for the health, safety, and welfare of the community.

**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 Association agrees that the Village shall have the right to enter any private or limited access road or roads, owned, maintained, or controlled by Association at the Property, in the event of an emergency or natural disaster, for the purpose of clearing away debris from the private rights-of-ways and performing any emergency provisions which may be necessary for the health, safety, and welfare of the community.
3. That the Village hereby agrees, if and when the Village Manager determines that Village resources are available, to enter any private or limited access road or roads, owned, maintained, or controlled by Association at the Property, in the event of an emergency or natural disaster, for the purpose of clearing away debris from the private rights-of-ways and performing any emergency provisions which may be necessary for the health, safety, and welfare of the community, in accordance with section 2-362 of the Village Code, as said code section is amended from time to time. However, Association recognizes that Village shall not be liable in the event that Village does not invoke Village's right to clear and make passable said roadways and access ways. It is fully understood that this Agreement does not create any obligation on the Village to perform debris clearance. Association acknowledges that debris removal is subject to the approval of the Village Manager.
4. Should Village authorize debris removal from private property for a designated debris generating event, Association or Association's agent, shall return a copy of Exhibit "A" to Department of Public Works. Association understands that the Village will undertake no cleanup action until this Right-of- Entry Agreement is signed and returned and the Association or Association's agent execute a copy of Exhibit "A" for the designated storm event.

a. For the purpose of Exhibit "A", Association hereby authorizes:

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(Insert name of Property Management Company or other authorized agent as Association's agent to execute on behalf of Association, *if someone other than an officer of the Association is being authorized to execute Exhibit "A" for a designated hurricane event.*)

5. Association acknowledges and understands that Federal law (42 United States code 5155 et seq.), requires Association to reimburse the Village for the cost of removing the disaster-generated debris to the extent covered in Association's insurance policy, for those situations in which Village provides such services to Association. Association also understands that Association is required to provide a copy of the proof/statement of loss from Association's insurance company to the Village. In the event Association receives any payment for debris removal from Association's insurance company, or any other source, Association agrees to notify and send payment and proof/statement of loss to the Village, in those situations described above. Association understands that all disaster related funding, including funding for debris removal from private property, is subject to audit. The Village reserves the right to seek reimbursement from Association for expenses incurred by Village for removal of disaster-generated debris from the Property.
6. That the Association agrees to hold harmless, indemnify, and defend the Federal government (including, but not limited to the Federal Emergency Management Agency ("FEMA")), the State of Florida, the Village, and their respective agencies, employees, officers, agents and representatives, from any and all suits, claims or judgments of any kind arising out of the removal of disaster-generated debris as provided in this Agreement. Association agrees that it is the Association's responsibility to mark any sewer lines, septic tanks, water lines, and utilities located on the Property. Association shall be solely responsible for the maintenance and repair of all private rights-of-way within the Property.
7. Association in further consideration for the above stated commitments of Village, does hereby grant, freely and without coercion, the right of access and entry to

the Property to the Village and its agents, contractors, and subcontractors, for the purpose of demolishing, removing, and/or clearing any or all disaster-generated debris from the private rights-of-ways at the Property, in accordance with the Village Code, as amended from time to time, and this Agreement.

8. This Agreement shall commence on the date that it is fully executed by the Parties and shall continue in full force and effect for one (1) year from such date, unless terminated pursuant to the conditions specified herein. Subsequent to the initial one (1) term, this Agreement shall automatically renew for consecutive one (1) year terms, unless either Party gives at least sixty (60) days' written notice of the non-renewal of this Agreement to the other Party.
9. This Agreement may be terminated with or without cause by either Party upon sixty (60) calendar days' advance written notice to the other Party. Either Party may immediately terminate this Agreement by providing written notice of such termination in the event that: (a) the Village or Association substantially breaches any obligation required pursuant to this Agreement, and fails to cure said breach within ten (10) days after receipt of written notice thereof or (b) the obligations required herein become impossible, unlawful, or impracticable due to a change in law or other unforeseen circumstances. This shall not affect or impair any liability which has arisen or accrued prior to termination.
10. The terms, covenants, conditions, grants, and provisions of this Agreement may only be extended, modified, abrogated, rescinded, terminated, or revoked in whole or in part with the written consent of both the Village and Association.
11. Whenever a Party desires to give notice to the other Parties, such notice must be in writing and sent by United States mail, return receipt requested, or courier, evidenced by a delivery receipt or by an overnight express delivery service addressed to the Parties for whom it is intended at the place last specified; and the place for giving of notice shall remain until it shall have been changed by written notice in compliance with this paragraph. The Parties designate the following, as the respective places for giving of notice. Notice shall be effective upon delivery.

**FOR VILLAGE:**

Paul Schofield, Village Manager  
Village of Wellington  
12300 Forest Hill Boulevard  
Wellington, FL 33414

**With a copy to:**

Laurie Cohen, Esq.  
Village Attorney  
12300 Forest Hill Boulevard  
Wellington, FL 33414

**FOR ASSOCIATION:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.
13. Any person, firm or corporation authorized to work upon the Property by the Village shall be deemed to be Village's agent and shall be subject to all applicable terms hereof.
14. Association represents and warrants that it has full power and authority to execute and fully perform its obligations under this Agreement pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Agreement on behalf of Association are the duly designated agents of Association and are authorized to do so, and that fee title to the Property vests solely in Association.
15. This Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns, except as may otherwise be provided herein.
16. The laws of the State of Florida shall govern the validity, construction and effect

of this Agreement. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

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

**ASSOCIATION:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESSES (for Association):

\_\_\_\_\_

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_

\_\_\_\_\_  
*Print Name*

**VILLAGE OF WELLINGTON**

BY: \_\_\_\_\_

Paul Schofield, Village Manager

ATTEST:

\_\_\_\_\_  
Chevelle D. Nubin, Village Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Laurie Cohen, Village Attorney