

SERVICE LINE AGREEMENT

WHEREAS, City of Hollywood, Florida, 2600 Hollywood Boulevard, Hollywood, Florida 33020, its successors and assigns, hereinafter termed "Applicant," has been requested to provide fire hydrant service to: the Seminole Okalee Indian Village located at 3551 and 3681 North State Road 7, Hollywood, Florida 33024, a tract of Seminole Tribe of Florida ("Landowner") trust land identified and described as follows, hereinafter termed "Property":

A PARCEL OF LAND 45 FEET IN LENGTH AND 10 FEET IN WIDTH LYING IN SECTION 1, TOWNSHIP 51S, RANGE 41E, HOLLYWOOD SEMINOLE INDIAN RESERVATION, BROWARD COUNTY, FLORIDA; and

WHEREAS, Landowner will construct and install the fire hydrant and a six (6) inch water main serving the fire hydrant; and

WHEREAS, the location of the water main required to serve the fire hydrant, and its extent, is more particularly shown and delineated on the attached sketch marked "Attachment A" which, was prepared in accordance with 25 CFR 169.56, and is incorporated by reference herein; and

WHEREAS, for the purpose of providing utility lines to supply telephone, water, electricity, gas, internet service, or other utility service to a house, business, or other structure on Indian land, 25 CFR 169, Subpart B requires that an agreement be entered into by and between the applicant utility provider and the landowner (or authorized occupant, user, or lessee) of the land before the applicant service provider may undertake any work to construct a service line across such land; and

NOW THEREFORE BE IT RESOLVED: it is hereby agreed that, in consideration of the Applicant furnishing utility service to the Property, the Landowner hereby grants permission to Applicant to access the Property for the repair and maintenance of the fire hydrant and water main described herein;

BE IT FURTHER RESOLVED: that Applicant is responsible for the mitigation of any damages incurred during repair and maintenance of the fire hydrant and water main serving the fire hydrant, which may include monetary compensation; and

BE IT FURTHER RESOLVED: that Applicant agrees to comply with all requirements of 25 CFR 169, Subpart B and any applicable laws of the Seminole Tribe of Florida and the United State of America.

This agreement is in the nature of a license, revocable at any time upon thirty (30) days' written notice, and conveys no interest in the land traversed, other than for the Applicant's right of access for repair and maintenance of the fire hydrant and water main described herein.

APPROVED AT TRIBAL COUNCIL MEETING ON THIS ____DAY OF _____, _____
RESOLUTION NO. _____

LANDOWNER: Seminole Tribe of Florida

APPLICANT:

By: _____
James E. Billie, Chairman

By: _____