

PALM BEACH COUNTY REMOVAL AGREEMENT

(INDIVIDUAL)

WHEREAS, _____ is/are the fee simple owner(s), hereinafter "owner", of a parcel of real property, hereinafter "property", located in Palm Beach County, Florida, more particularly described as follows:

WHEREAS, owner desires to erect a _____, hereinafter "structure", on the drainage/other (specify) _____ easement on the property; and

WHEREAS, the owner covenants that he is the fee simple owner of the property and that there is/is not at present a mortgage held by _____; and

WHEREAS, the structure is erected for the public safety, proper functioning of the home, special aesthetics, or preservation of natural vegetation.

NOW, THEREFORE, in consideration of one dollar (\$1.00), the County not immediately enforcing its rights or the rights of any others now existing, or which may in the future exist, and other good and valuable consideration, the receipt of which is hereby acknowledged, the owner hereby agrees with Palm Beach County to remove at no expense to Palm Beach County, or the beneficiaries or holders of the easement, the structure from the easement within fifteen (15) days of written notice addressed to him or his successors in interest at the property,

(address)

notifying him that said structure is or will impede the use of the easement. It is agreed by the owner that the structure shall be as depicted (including location) on the Construction Exhibit, attached hereto, and made a part hereof, and that no other structure shall be placed in said easement. For and in consideration of an additional one dollar (\$1.00) and other good and

valuable consideration, the receipt of which is hereby acknowledged, owner hereby agrees to indemnify, defend, and save County harmless against any and all claims, demands, actions, suits, proceedings, judgments, liabilities, losses and damage to property, (including wrongful death and impairment of any property interest), or for any other matter or thing arising out of or in any manner connected with this Agreement, the placement of the _____ within the easement, or any act or omission of Owner, its agents, employees, contractors, licensees and invites. The foregoing indemnification shall specifically include indemnification against any negligence on the part of the County in allowing the _____ to be placed in the location and the manner permitted pursuant to this Agreement.

In the event that the owner fails to remove any structure located in the easement within the fifteen (15) days set forth herein, County, or the easement beneficiary, may remove the structure(s) without further notice, and the owner shall be responsible for the County's direct and indirect costs of removal. The County may record, and such costs of removal shall be, a lien against the property.

County, and the easement beneficiaries, shall not be responsible to owner for damage to any structures, the property, or any plants or landscaping in the easement caused through utilization of the easement.

It is agreed by the owner, his heirs, successors, and assigns hereto that this Agreement will be recorded in the Official Records of Palm Beach County, Florida, and that this Agreement shall be a covenant running with the land and be binding upon the owner, his heirs, personal representatives, grantees, assigns and successors in interest of the owners.

TYPE OR PRINT

NAME(S)

ADDRESS

SIGNED, SEALED, EXECUTED AND ACKNOWLEDGED on this _____ day
of _____, 20__.

WITNESSES (Two Witnesses for each Owner):

Witness (1) for Owner (1) Signature

Owner (1) Signature

Witness (1) for Owner (1) Print Name

Owner (1) Print Name

Witness (2) for Owner (1) Signature

Witness (2) for Owner (1) Print Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this _____ day of _____, 20__, by
_____ who is personally know to me or who has produced
_____ (type of identification) as identification.

(Signature of Notary)

(Typed, Printed or Stamped Name of Notary)

WITNESSES (Two Witness for each Owner):

Witness (1) for Owner (2) Signature

Owner (2) Signature

Witness (1) for Owner (2) Print Name

Owner (2) Print Name

Witness (2) for Owner (2) Signature

Witness (2) for Owner (2) Print Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this ____ day of _____, 20____, by
_____ who is personally know to me or who has produced
_____ (type of identification) as identification.

(Signature of Notary)

(Typed, Printed or Stamped Name of Notary)

RECEIVED FOR FILING BY
LAND DEVELOPMENT DIVISION

By: _____
Signature

Printed name

Ref: removal agreement individual

Revised 4/19/11, 3/1/2016, 02/16/2018, 01/01/2020