

REMOVAL AGREEMENT

FROM PALM BEACH COUNTY ULTIMATE RIGHT-OF-WAY

WHEREAS, _____ (Owner/s), who's mailing address, is _____, hereby warrant(s) and represent(s) that it is the fee simple owner of a parcel of land (Property), located in Palm Beach County (County), and described as follows:

And,

WHEREAS, Owner has petitioned and applied to county for a permit to construct a _____ on Owner's property, more particularly described in Exhibit "A" attached hereto and made part hereof; and

WHEREAS, Owner acknowledges County's need to provide for future requirements for County's right-of-way; and

WHEREAS, Owner acknowledges the benefit granted to and received by it by the execution and delivery of this Removal Agreement to County and the County's right of removal contained herein; and

WHEREAS, the mutual benefits to County and Owner are recognized by each of the parties.

NOW THEREFORE:

1. The above recitals are incorporated as if set forth at length herein.
2. In consideration of one dollar (\$1.00) and other good and valuable consideration County hereby permits Owner to construct and erect a _____ on the above described land under the expressed condition that Owner will remove, at no expense to County, the above described construction or structure from the Property upon County providing thirty (30) days written notice to Owner, its successor or assigns, which notice shall be mailed by regular United States mail to Owner at:

_____ advising Owner that this Property is to be put to public use. If, after notice to Owner, the structure is not removed, County may enter upon Owner's Property and remove said structure at Owner's expense.
3. It is agreed by Owner that this Agreement shall be recorded in the public records of Palm Beach County, Florida.

4. This declaration shall run with the land and shall be binding on the heirs, personal representatives, grantees, successors and assigns of Owner.
5. In further consideration of one dollar (\$1.00), together with the acceptance of this permit and the mutual considerations hereinabove stated, Owner agrees to indemnify, defend and save County harmless against any and all claims, demands, actions, suits, proceedings, judgments, liabilities and losses, of whatever nature, including reasonable attorney's fees, arising out of or from the issuance of this permit to Owner.

IN WITNESS WHEREOF, the said Owner has signed and sealed these presents on this _____ day of _____, 20__.

**Signed, sealed and delivered in the presence of:
(Signature of two witnesses required by Florida law)**

Witness (1) for Owner (1) Signature

Signature of Owner (1)

Witness (1) for Owner (1) Print Name

Printed Name of Owner (1)

Address for Witness (1) for Owner (1)

Mailing Address of Owner (1)

Witness (2) for Owner (1) Signature

Witness (2) for Owner (1) Signature

Address for Witness (2) for Owner (1)

STATE OF _____

COUNTY OF _____

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.

Witness my hand and official seal this _____ day of _____, 20__.

Signed: _____
Notary Public in and for the County and State aforementioned

Witness (1) for Owner (2) Signature

Signature of Owner (2)

Witness (1) for Owner (2) Print Name

Printed Name of Owner (2)

Address for Witness (1) for Owner (2)

Mailing Address of Owner (2)

Witness (2) for Owner (2) Signature

Witness (2) for Owner (2) Signature

Address for Witness (2) for Owner (2)

STATE OF _____

COUNTY OF _____

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.

Witness my hand and official seal this ____ day of _____, 20__.

Signed: _____
Notary Public in and for the County and State aforementioned

RECEIVED FOR FILING BY PALM BEACH COUNTY, LAND DEVELOPMENT
DIVISION by: _____