

**THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**
H. PAUL BRAZIL, P.E., DIRECTOR OF PUBLIC WORKS
TOWN OF PALM BEACH
P.O. BOX 2029
PALM BEACH, FLORIDA 33480

INSTALLATION AND MAINTENANCE AGREEMENT

This Agreement entered into this ____ day of _____ 20____, by and between the TOWN OF PALM BEACH, hereinafter referred to as “Grantor,” and _____, whose address is _____, Palm Beach, FL, 33480, their successors and assigns, hereinafter referred to as “Grantee.”

RECITALS

WHEREAS, Grantee wishes to install _____ within _____ rights-of-way at: _____, in the Town of Palm Beach, Florida; and

WHEREAS, Grantor’s policy requires that the property owners operate and maintain its own individual _____ including connection within the Town road right-of-way; and

WHEREAS, the Grantor requires that the Grantee secure the necessary permits for construction within the Town road rights-of-way; and

WHEREAS, the Grantor will issue the necessary Town of Palm Beach right-of-way permits to install the _____, provided that the Grantee agrees to construct, operate, and maintain same at its own cost and to be bound by the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties agree as follows:

1. The Grantee will secure the necessary Town of Palm Beach right-of-way permit to construct the _____ within the _____ rights-of-way.

2. Grantee, its successors and assigns, shall bear all costs of permitting, installation, ownership, and maintenance associated with the _____ as shown on the attached site plan legible (8 ½ x 11) and labeled **EXHIBIT A**. In the event Grantee, its successors and/or assigns, fail to properly operate and maintain said _____, Grantor may, at its costs, see to its proper operation and maintenance and shall have a lien on Grantee's property whose address is _____, Palm Beach, Florida, 33480, and more particularly described on **EXHIBIT B**, attached hereto, for all reasonable costs incurred by Grantor in exercising its rights under this Agreement.
3. Grantee shall provide a cash bond to the Grantor in an amount equal to 135% of the Engineer's or Contractor's estimate to guarantee satisfactory completion of the work. The Town Engineer shall review and approve Grantee's estimate and shall review and accept the completed work prior to release of the bond.
4. Grantee further agrees to indemnify, save, defend and hold Grantor harmless from any and all liability, claims or damages caused as a result of Grantee's rights and obligations under this agreement, including, but not limited to, Grantee's installation, ownership, operation and maintenance of the _____.
5. The parties hereto agree that this instrument shall be recorded in the Public Records of Palm Beach County, Florida, at the Grantee's cost.
6. Property owner hereby waives and relinquishes any legal rights and monetary claims, if any, which it might claim for compensation or damages of any sort, including special damages, severance damages, removal costs, or loss of business profits, resulting from Property Owner's loss of use of the approved improvements. Property Owner also hereby waives and relinquishes any legal rights and monetary claims, if any, which it might have for full compensation or damages of any sort as set out above, as a result of Property Owner's loss of use of the approved improvements.

Signed, sealed, executed, and acknowledged on this ____ day of _____, 20 ____.

GRANTEE:

By: _____

Print Name: _____

Witness #1: _____

Witness #2: _____

Print Name: _____

Print Name: _____

Address: _____

Address: _____

By: _____

Print Name: _____

Witness #1: _____

Witness #2: _____

Print Name: _____

Print Name: _____

Address: _____

Address: _____

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ who is personally known to me or produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

Commission Number

ATTEST:

TOWN OF PALM BEACH

Kirk Blouin, Town Manager

Witness: _____

Print Name: _____

Address: 360 S. County Road
Palm Beach, FL 33480

Witness: _____

Print Name: _____

Address: 360 S. County Road
Palm Beach, FL 33480

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____ who is personally known to me
or produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

Commission Number

RECOMMEND APPROVAL:

Patricia Strayer, P.E., Town Engineer

Date

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

Joanne M. O'Connor, Town Attorney

Date