

**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

EASEMENT INSTALLATION AND REMOVAL AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement"), is made and entered into this ____ day of _____, 20 ____, by and between _____ (hereinafter referred to as "Owner") their successors and/or assigns, and the TOWN OF PALM BEACH, Palm Beach County, Florida (hereinafter referred to as "Town").

WITNESSETH:

WHEREAS, Owner is the owner of the following-described property (hereinafter referred to as "Property") situated, lying, and being in the Town of Palm Beach, Palm Beach County, Florida, more fully described as follows:

Street Address:

Property Control No.:

Legal Description:

WHEREAS, Owner has requested permission to construct certain improvements which include _____ ("Encroachments") on the property described above and within the utility easement and alleyway as depicted on Exhibit "A" attached, which Improvements do not conform with the ordinances of the Town of Palm Beach and which will encroach upon the utility easement.

WHEREAS, Town is willing to allow said encroachment in accordance with the following terms and conditions:

1. Should it become necessary for the Town or any public utility company to have access to said Easement or Alleyway for the purpose of installation, repair and/or maintenance of any transmission line, equipment, or conduit in said Easement / Alleyway, Owner agrees, upon two weeks written notice (by certified mail) to remove said encroachment at Owner's expense within fourteen (14) days from the date of

written notice, so as to permit the Town or any such public utility company and its agents and contractors access to said Easement for such purposes. On the fifteenth (15th) day from the date of the written notice, whether certified notice is received or not, the Town or any public utility and/or its agents and contractors may enter upon Owner's property to remove the encroachment. The Owner agrees to hold the Town or any public utility company and their agents and contractor harmless for any property damage in the Easement that may occur as a result of such entry and removal. Further, it is acknowledged by the Owner that the Town or any public utility company, their agents and contractors, shall have the right of immediate entry without notice when an emergency exists, in which case the Owner agrees to hold the Town or any public utility company, their agents and contractors, harmless for any property damage in the Easement that may occur as a result of entry to the Easement including any damage to said encroachment. In addition, the Town or any public utility company, their agents and contractors, shall have access to the Easement via the private property for purposes of routine maintenance and the Owner agrees to hold the Town or any public utility company, their agents and contractors, harmless for any property damage to the Property as a result of entry to the Easement via the private property.

2. In the event Owner fails to remove said encroachment as set forth herein above within the time prescribed and the Town, or such public utility company involved removes said encroachment, the cost thereof shall be assessed against the Property and shall become a lien on the Property, which said lien, including reasonable attorney's fees, may be enforced against the Property by foreclosure, or such other remedy as may be available at law.

3. Should it be determined by the Town or the relevant public utility company that any of the Encroachments directly caused damage to any transmission line, equipment, or conduit in the Easement, the Owner shall be responsible for the costs of repairing said transmission line, equipment, or conduit. Failure of the Owner to reimburse the Town or relevant public utility company for such costs shall result in such costs being assessed against the Property and shall become a lien on the Property, which said lien, including reasonable attorney's fees, may be enforced against the Property by foreclosure, or such other remedy as may be available at law.

4. Installation of any improvements are regulated by the Town of Palm Beach Code of Ordinances as administered by the Town of Palm Beach Planning, Zoning, and Building Department.

5. This Agreement does not constitute a building permit and is executed to expressly allow said encroachment to remain in the easement subject to all applicable Town of Palm Beach Public Works and Planning, Zoning and Building permits for said improvements being secured.

6. This Agreement shall be recorded, and the covenants shall run with the land and subsequent purchasers of the Property shall be bound by the terms and agreements herein.

IN WITNESS WHEREOF, Owner has hereunto set his hand and seal, and Town has caused these presents to be executed by its duly authorized officers, all on the day and year first above written.

Signed, Sealed, and Delivered in the presence of:

OWNER:

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

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