

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

**LANDSCAPE AGREEMENT
FOR INSTALLATION, MAINTENANCE AND REMOVAL
FOR IMPROVEMENTS WITHIN THE RIGHT-OF-WAY AND EASEMENT**

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."

WITNESSETH:

WHEREAS, Grantee 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.:

RECITALS

WHEREAS, Grantee wishes to install certain improvements within the **TOWN RIGHT-OF-WAY, EASEMENT AND/OR ALLEYWAY** at: _____, in the Town of Palm Beach, Florida; and

WHEREAS, Grantor's policy requires that the property owners maintain its own individual _____, ("Encroachments") from its property on Grantor's property; and

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

1. Grantee, its successors and assigns, shall bear all costs of installation, ownership, and maintenance associated with the _____, as shown on the attached site plan and labeled **EXHIBIT B**. 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 A**, attached hereto, for all reasonable costs incurred by Grantor in exercising its rights under this Agreement.

2. 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, and maintenance of the _____.

3. 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

4. All obstructions, vegetation, or structures shall be maintained at a maximum height of 30 inches (as measured from the adjacent street elevation) within the driveway and intersection sight triangle areas. Additionally, tree foliage shall be maintained at a height greater than 9-foot above the edge of pavement within driveway and intersection sight triangle areas. This will create a clear sight triangle (a clear window line of sight from 2-foot 6-inches to 9-foot).

5. All shrubs and hedges shall be at least 1-foot off the back of curb. All trees or landscape materials of a 4-inch caliper or greater will be planted outside the clear zone as determined by roadway posted speed limit and curb improvements. Tree limbs within 2-foot of the edge of pavement or which extend into the roadway or alleyway travel lane shall be maintained at a clearance of no less than 17-foot (14-foot 6-inches minimum on Town Local Roadways). Historical height posted tree canopies are exempt.

6. Vegetation shall not obstruct roadway signage and/or Town signage clear line of sight. Furthermore, all vegetation shall be maintained at a minimum of 8-foot clear radius from the sides and 4-foot 6-inches from the back of fire hydrants and associated safety measures.

7. Should it become necessary for the Town or any public utility company to have access to said Right-of-way, Easement or Alleyway for the purpose of installation, repair and/or maintenance of any transmission line, equipment, or conduit in said Right-of-way / 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 Right-of-way / Easement / Alleyway 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 / Right-of-way / Easement / Alleyway 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 Right-of-way / Easement / Alleyway 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 Right-of-way / Easement / Alleyway that may occur as a result of entry to the Right-of-way / Easement / Alleyway, including any damage to said encroachment. In addition, the Town or any public utility company, their agents, and contractors, shall have access to the Right-of-way / Easement / Alleyway 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 Right-of-way / Easement / Alleyway via the private property.

8. 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.

9. 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 Right-of-way / Easement / Alleyway, 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.

10. 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.

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

12. 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:

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

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