

PALM BEACH COUNTY REMOVAL AGREEMENT

(GENERATOR, INDIVIDUAL)

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

WHEREAS, owner desires to place a generator and generator's pad in a drainage 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 generator and generator's pad is being installed for the owner's health and safety, or proper functioning of the home.

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 to remove at no expense to the beneficiaries or holders of the easement, the generator and generator's pad from the easement within fifteen (15) days of written notice from the beneficiaries or holders of the easement addressed to him or his successors in interest at the property,

(property address)

notifying him that said generator and generator's pad is or will impede the use of the easement. It is agreed by the owner that:

- 1) The generator and generator's pad shall be as depicted (including location) on the Construction Exhibit, attached hereto, and made a part hereof.
- 2) The fuel tank will not be placed in the easement.

- 3) Only approved vegetation will be used for screening the generator.
- 4) No other structure shall be placed in said easement.
- 5) Connections for the electric and fuel will be quick disconnects approved by the County.

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 generator and generator's pad 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 generator to be placed in the location and the manner permitted pursuant to this Agreement.

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

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 this _____ day of
_____, 20__ by _____
who personally appeared before me or who has produced _____
as identification and who did/did not take an oath.

(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 this _____ day of _____, 20____ by _____ who personally appeared before me or who has produced _____ as identification and who did/did not take an oath.

(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 generator

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