

REMOVAL AGREEMENT INFORMATION
FOR A DECORATIVE DRIVEWAY IN PALM BEACH
COUNTY MAINTAINED RIGHT-OF-WAY

All information must be typed or printed legibly in black ink.

- 1) **Call (561) 684-4150 to verify that the road you will be connecting to is maintained by the County.**
If the road is not maintained by the County, the Agreement is not applicable.
- 2) Insert name(s) of Owner(s) and legal description of property as they appear on the most current deed to the property (paragraph 1, page 1). If the legal description is too long for the space provided, you can submit a copy of the survey on a separate 8.5" x 14" sheet and label it Exhibit A. Enter the words "See Attached Exhibit A" in the space provided.
- 3) Submit a copy of the property deed or survey. Draw in the driveway location if not indicated.
- 4) Enter type of driveway - paver block, stamped concrete, etc. (Paragraph 2, Page 1)
- 5) Enter Palm Beach County maintained road name (paragraph 2, page 1).
- 6) Enter name of mortgage holder. If no mortgage exists, enter n/a (paragraph 3, page 1).
- 7) Enter address of property serviced by the driveway (paragraph 5, page 1).
- 8) The signature of each party executing this agreement must be witnessed by 2 witnesses and notarized (page 2). The agreement shall not be reduced in size. Copies of the agreement are acceptable but shall have original signatures. No fax copies.
- 9) Return the completed agreement to the Land Development Division for signature.
NOTE: If you wish to have the agreement signed upon arrival, please call (561) 684-4086 to schedule an appointment. If you drop off the agreement, our office will call you when the agreement has been signed. Should you mail the agreement for signature, please include a postage paid envelope with your return address indicated.
- 10) After the agreement is signed by a representative of the Land Development Division, the applicant shall have the agreement and copy of the survey or sketch of property recorded at the Palm Beach County Courthouse, Clerk & Comptroller, 205 N. Dixie Highway, Room 4.25, West Palm Beach, FL, M - F 8:00 a.m. to 4:00 p.m. (561-355-2991) OR at Midwest Communities Service Center, 200 Civic Way, Suite 500, Royal Palm Beach, FL 33411

A copy of the certified recorded agreement shall be returned to the Land Development Division. The Land Development Division will date stamp the agreement and make a copy for our files. The applicant can proceed to the Building Division with the agreement as verification it has been completed.

Please call the Land Development Division, at (561) 684-4086 if further information is required.

MAILING ADDRESS AND LOCATION
Palm Beach County Engineering
Land Development Division, Permit Section
2300 North Jog Road, 3rd Floor West
West Palm Beach, FL 33411-2745

Revised 8/30/2018

PALM BEACH COUNTY REMOVAL AGREEMENT

(INDIVIDUAL)

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

WHEREAS, owner desires to obtain permission from the Department of Engineering and Public Works to construct a _____ driveway (herein referred to as driveway) within County controlled right-of-way known as _____ adjacent to the property; and

WHEREAS, the owner covenants that he/she is the fee simple owner of the property and that there is/is not at present a mortgage held by _____ ; and

WHEREAS, owner states that he/she will assume all and full maintenance responsibilities for this driveway. The driveway shall not be constructed through the sidewalk. **Neither paver blocks nor stamped concrete are allowed in the sidewalks.**

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 with Palm Beach County to remove at no expense to Palm Beach County, the driveway from the road right-of-way within fifteen (15) days of written notice addressed to him/her or his/her successors in interest at the property, (Address)

(City, State and Zip Code) _____ notifying him/her it is determined by the County that it is necessary for the safe and efficient operation of the road right-of-way to construct, repair, improve, maintain, alter or relocate all, or any portion of, the right-of-way, the owner shall remove improvements from the right-of-way and return the right-of-way to its original condition. The owner also agrees to repair or replace the driveway

made necessary as a result of any maintenance performed in the road right-of-way by and for Palm Beach County or as a result of any permitted utilities construction or maintenance there of. 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 driveway within the right-of-way, 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 driveway to be placed in the location and the manner permitted pursuant to this Agreement.

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

It is agreed by the owner, his/her 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/her 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 Revised 4/19/11, 3/1/2016, 02/16/2018