

Instrument Prepared By:

Name: _____

Address: _____



**PALM BEACH COUNTY
PLANNING, ZONING & BUILDING
BUILDING DIVISION**

PALM BEACH COUNTY REMOVAL AGREEMENT

Date: _____

PR #: _____

WHEREAS, _____

(hereinafter referred to as "Owner(s)") are desirous of constructing or installing a _____

in a portion of the _____ easement on Owner(s) property, the legal

description of this property being Lot _____ Block _____ Subdivision _____

or Metes & Bounds _____, as shown in the attached survey or site sketch.

WHEREAS, the Owner(s) do covenant that he/she is the fee simple owner of the property; and

WHEREAS, the above is to be erected for the use and enjoyment or proper functioning of the property and special aesthetics.

NOW, THEREFORE, in consideration of Palm Beach County ("County") issuing a building permit for construction of an improvement within an easement to Owner(s), the Owner(s) hereby agree to remove, at no expense to the County, the easement holders or the beneficiaries of the Easement, the above-described improvement from the property within thirty (30) days notice by the easement holder(s) that said improvement is inconsistent with the use of the Easement. It is agreed by the Owner(s) that the improvement shall be as depicted on the building permit application number _____, filed with Palm Beach County Planning, Zoning and Building Department, and that no other construction shall be in effect in said Easement. It is agreed by the Owner(s), that this Declaration shall be recorded at the Owner(s) expense in the Official Records of Palm Beach County, Florida, within ten (10) days of the date listed above, and that this Removal Agreement shall be a covenant running with the land and be binding upon the heirs, personal representatives, grantees, assigns and successors in interest of the Owner(s).

In the event that County and/or Owner(s) are challenged with respect to the placement of said improvement in the Easement, or a claim for damages is made as a result of the placement

of said improvement in the Easement, Owner(s) shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise from said challenge.

Upon the vacation, abandonment or discontinuance of the Easement or the removal of the improvement within the Easement, this Removal Agreement shall immediately and automatically terminate and be of no further force and effect.

SIGNED, SEALED, EXECUTED AND ACKNOWLEDGED on this _____ day of _____ 20____.

Witness:

Owner Signature

Owner Signature

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this _____ Date

by _____, who is personally known to me or who has
Name of Person Acknowledging

produced _____ as identification and who **did** or **did not**
Type of I.D. not take an oath.

SEAL

(Signature of person taking
acknowledgement)

(Name of officer taking acknowledgement
typed, printed or stamped)

(Title or rank)

(Serial number, if any)