

**THIS DOCUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:**

**Public Works Department  
Town of Palm Beach  
P.O. Box 2029  
Palm Beach, FL 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 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 for the purpose of installation, repair and/or maintenance of any transmission line, conduit, or equipment in said Easement, Owner agrees, upon two (2) 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 contractors 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. 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.

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.

4. 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(S):**

By: \_\_\_\_\_ By: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Witness #1: \_\_\_\_\_ Witness #2: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

**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**

By: \_\_\_\_\_

Print Name: Kirk W. Blouin, Town Manager

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

**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:**

\_\_\_\_\_  
H. Paul Brazil, P.E., Director of Public Works

\_\_\_\_\_  
Date

**APPROVED AS TO LEGAL FORM AND SUFFICIENCY:**

\_\_\_\_\_  
John C. Randolph, Town Attorney

\_\_\_\_\_  
Date