



Palm Beach County
Planning, Zoning & Building Department
Permit Center

**Building Division
Removal Agreement For Building
Division**

DATE _____
PR# _____

WHEREAS, _____ (hereinafter referred to as "Owner(s)") are desirous of
_____ print
constructing or installing a _____ in a portion of the _____ easement on my
property, the legal description of this property being Lot _____ Block _____
Subdivision _____
or Meets Bounds _____

WHEREAS, the Owners do covenant that they are the fee simple owners 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; and

NOW, THEREFORE, in consideration of Palm Beach County ("County") not immediately enforcing its rights or the rights of any others, now existing or which may in the future exist, against the Owners or the property, the Owners hereby agree with the County 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 of written notice addressed to them or their successors in interest, at ADDRESS _____ notifying them that said improvement is inconsistent with the use of the Easement. It is agreed by the owners that the improvement shall be as depicted on Exhibit "A" and 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 parties, hereto, that this Declaration will be recorded at the Owners expense in the official Records of Palm Beach County, Florida and that this Declaration shall be a covenant running with the land and be binding upon the heirs, personal representatives, grantees, assigns and successors in interest of the Owners,

Owners shall immediately remove the improvement permitted herein in the event that the County or Owners, or both, are challenged with respect to the County's authority to authorize the placement of said improvement in the Easement or a claim of damages is made as a result of the placement of said improvement in the Easement. In the event that County and/or Owners 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, Owners shall indemnify, defend, and save the County harmless against and from said challenge.

Upon the vacation, abandonment or discontinuance of the Easement, this Declaration shall immediately and automatically terminate and be of no further force and effect.

