Village of Royal Palm Beach, Florida

1050 Royal Palm Beach Boulevard Royal Palm Beach, Florida 33411
Telephone (561) 790-5100 Fax (561) 790-5174 E-mail: ddisanto@royalpalmbeach.com

Diane DiSanto, CMC
Village Clerk

CONSTRUCTION IN VILLAGE EASEMENT

NOTICE TO HOMEOWNERS

THIS COVER SHEET MUST BE SIGNED BY HOMEOWNER(S) AND RETURNED WITH THE ATTACHED EASEMENT AGREEMENT.

AS NOTED IN ITEM D. OF THE EASEMENT AGREEMENT, THE HOMEOWNER IS RESPONSIBLE FOR THE FEE CHARGED BY PALM BEACH COUNTY FOR RECORDING THE EASEMENT AGREEMENT AT THE COURTHOUSE.

THE AVERAGE RECORDING FEE AT THE COUNTY IS $27.60 AND SUCH FEE IS IN NO WAY ASSOCIATED WITH THE COMPANY YOU HAVE CONTRACTED WITH TO BUILD IN THE VILLAGE EASEMENT; I.E. THIS $27.60 IS NOT INCLUDED IN THE CONTRACTOR'S BILL TO YOU FOR WORK DONE. YOU WILL RECEIVE A SEPARATE BILL FROM THE VILLAGE CLERK FOR THIS RECORDING FEE.

A REVISION MUST BE SUBMITTED BEFORE WORK IS COMPLETE IF YOU DECIDE NOT TO CONSTRUCT IN THE EASEMENT OR YOU WILL BE RESPONSIBLE FOR THE RECORDING FEE.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE VILLAGE CLERK'S OFFICE AT 561/790-5102.

Homeowner's Signature (1) _____

Daytime Phone Number (1) _____

Homeowner's Signature (2) _____

Daytime Phone Number (2) _____

Date: _____

Record & Return To:
Diane DiSanto, Village Clerk
Village of Royal Palm Beach
1050 Royal Palm Beach Boulevard
Royal Palm Beach, Florida 33411

AGREEMENT FOR CONSTRUCTION WITHIN
UTILITY/DRAINAGE/CANAL EASEMENT

The undersigned hereby applies for permission to construct within a **utility/drainage/canal (circle one)** easement ("Easement") of the Village of Royal Palm Beach, Florida ("Village"), and requests permission from the Village to do so, and in support states as follows:

1. I am the Owner of the real property with **legal description** as follows:

2. The real property **address** is: _____.

3. The real property **parcel control number** is: _____.

4. The real property **permit number** is: _____.

5. The Village has an Easement on said real property, the location of which is shown on the survey attached hereto as Exhibit "A".
6. I am applying for permission to construct/install a _____ ("Structure") within said Easement in the location identified on Exhibit "A".

NOW, THEREFORE, in consideration of the mutual covenants, considerations, representation, warranties and promises herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

The Village agrees to allow the Structure described in paragraph 6 above under the following conditions:

A. The Owner agrees that the structure will be constructed/installed and maintained in accordance with the Village Code of Ordinances.
B. The Owner agrees to remove or relocate the Structure at his/her own expense upon request of the Village. Upon such removal or relocation, Owner agrees to restore the Easement to its previous condition. If Owner fails to do any of the above within five (5) days of such request, the Village may remove or relocate the Structure and restore the Easement to its previous condition, and Owner agrees to reimburse the Village for any expenses it incurs in connection therewith. Owner understands and acknowledges that the Village will not be responsible in any way for repairs to, or replacement of the Structure or any portion thereof.
C. The Owner agrees that the Structure shall be as depicted on Exhibit "A" filed with the Village Planning, Zoning & Building Department and that no other construction by Owner shall take place in the Easement, unless this Agreement is amended to so provide.
D. This Agreement shall be recorded at the Owner's expense (Standard fees by the Clerk of the Circuit Court and the Owner will be billed by the Village Clerk) in the public records of

Palm Beach County, Florida and shall be a covenant running with the Property, and shall be binding on the Owner, his/her heirs, successors and assigns.

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

F. The Owner understands and acknowledges that prior to Village approval of the construction/installation within the Easement, the Village must determine if the Easement is for utility, drainage or canals. The undersigned Owner, therefore, authorizes the Village to designate on the Agreement for Construction within Utility/Drainage/Canal Easement the type or types of Easements affected by the Agreement.

G. The Owner hereby agrees that he/she will indemnify and hold the Village harmless from and against any and all claims, demands, lawsuits, settlements, damages, costs and expenses, including attorney's fees, suffered or incurred by the Village and arising out of or in connection with the subject matter of this instrument.

Executed this _____ day of _____, 20____.

WITNESSES: _____ _____	WITNESSES: _____ _____
_____ One (1) **Owner Signature** _____ Print Name	_____ One (1) **Owner Signature** _____ Print Name
THE STATE OF FLORIDA COUNTY OF PALM BEACH The foregoing instrument was acknowledged before me this date _____ by (Name of person acknowledging) _____, who is personally known to me or who produced _____ as identification and who did/did not take an oath, and acknowledged before me is that he/she executed said instrument, for the purposes therein expressed. _____ Notary Public, State of Florida (SEAL)	THE STATE OF FLORIDA COUNTY OF PALM BEACH The foregoing instrument was acknowledged before me this date _____ by (Name of person acknowledging) _____, who is personally known to me or who produced _____ as identification and who did/did not take an oath, and acknowledged before me is that he/she executed said instrument, for the purposes therein expressed. _____ Notary Public, State of Florida (SEAL)

The Village consents to the construction/installation of the Structure, subject to the requirements set forth above.

BY: _____ Village Planning & Zoning	BY: _____ Village Building Official

(VILLAGE SEAL)