Record and 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 EXISTING VILLAGE LAKE MAINTENANCE EASEMENT

The undersigned hereby requests permission to construct within an existing lake maintenance easement ("Easement"), and in support states as follows:

1. I am the real property owner with legal description as follows:

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

NOW, THEREFORE, for and in consideration of the mutual covenants, considerations, representations, warranties and promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party; and in accordance with Village policy as approved by the Village Council at its meeting of July 6, 1995 and further memorialized by the adoption of Resolution No. 95-39 on July 20, 1995, the Village agrees to allow the construction/installation of the structure described in paragraph 3 above under the following terms and conditions specifically agreed to herein below by the property owner(s):

A. Owner(s) agree that the Structure will be constructed/installed and maintained in accordance with the Village Code of Ordinances.
B. The Owner(s) agree to remove or relocate the structure at owner(s) sole expense upon request of the Village. Upon such removal or relocation, Owner(s) agree to restore the Easement to its previous condition. If owner(s) fail to day 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(s) agree to reimburse the Village for any expense it incurs in connection therewith. If reimbursement has not been made by the owner(s) within thirty (30) days of notice by the Village, a lien will be filed against the subject property. Owner(s) understand and acknowledge 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(s) agree 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(s) shall take place in the Easement, unless this agreement is amended to so provide.
D. The Owner(s) agree that the lake bank slope shall be graded to meet the approval of the Village engineer prior to the issuance of the Certificate of Occupancy or final inspection for the structure in the Easement.
E. This Agreement shall be recorded at Owner(s) expense in the public records of Palm Beach County,

Florida, shall be a covenant running with the property, and shall be binging on the heirs, successors and assigns.

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

G. The Owner(s) hereby agree 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 attorneys 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: _____ Planning and Zoning Department	BY: _____ Village Building Official

(VILLAGE SEAL)