



City of Greenacres

EASEMENT FENCE & GATE REMOVAL AGREEMENT

5800 Melaleuca Lane Greenacres, FL 33463

Phone: 561-642-2059 Email: permitcenter@greenacresfl.gov

WHEREAS, _____ [Print Name(s)] (the "Owner") is desirous of constructing or installing a fence and/or gate (the "Improvement") at the property legally described as: _____ (the "Property"); and,

WHEREAS, all or a portion of the Improvement will be constructed or installed in, on or across a City of Greenacres' (the "City"), other public entity and/or utility company's easement on or directly adjacent to the Property (the "Easement"); and,

WHEREAS, the OWNER covenants that the OWNER is the fee simple owner of the Property; and,

WHEREAS, the Improvement is to be erected for the use and enjoyment or proper functioning of the Property and provides special aesthetics to the Property.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by the Owner and City, the City and the Owner agree as follows:

1. Upon the City's issuance of a building permit for the Improvement, the City agrees it will not immediately enforce its rights or, if requested, the rights of any others to the Easement, now existing or which may in the future exist, against the Owner or the Property, unless and until the City provides thirty (30) days of written notice via Regular U.S. Mail addressed to the Owner or their successor(s) in interest at: _____ [print address]. The City's notice to the Owner shall include a statement that the Improvement is inconsistent with the use of the Easement. The City's notice shall be deemed to have been received three (3) days after the date the City's notice is mailed.

2. Upon receipt of the City's notice, the Owner, on behalf of itself and its successor(s) in interest, agrees to promptly remove, at no expense to the City, the Easement holders, or the beneficiaries of the Easement, the above described Improvement from the Easement and/or Property (as applicable). The removal of the Improvement shall be completed within thirty-five (35) days of the receipt of the City's notice.

3. The Owner further agrees that the Improvement, as more specifically depicted in the records of the City's Building Division, shall be the only installation or construction in, on or across the Easement. The Owner understands and agrees that this Easement Fence & Gate Agreement will be recorded at the expense of the Owner in the Official Records of Palm Beach County, Florida, and that this 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.

4. The Owner acknowledges and agrees that the City has no control over any others with rights to the Easement, which may remove the Improvement with or without notice to the Owner. The Owner shall immediately remove the Improvement permitted herein in the event that any others with rights to the Easement demand removal of the Improvement, or the City or Owner, or both, are challenged with respect to the City's authority to authorize the placement of said Improvement in, on or across the Easement or a claim of damages is made as a result of the Improvement being installed or constructed in, on or across the Easement.

HOLD HARMLESS AND INDEMNIFICATION PROVISION

In further consideration of the mutual promises contained in this Easement Fence & Gate Agreement, the sufficiency of which is acknowledged by the City and Owner, the Owner agrees:

On behalf of itself, its heirs, personal representatives, grantees, assigns and successor(s) in interest, that the Owner, its heirs, personal representatives, grantees, assigns and successor(s) in interest shall hold harmless and indemnify the City of Greenacres, Florida, any other public entity, any utility company or its independent contractor, and any of their officers, employees and agents (the "Indemnified Parties") from any and all liability, claims, causes of action, suits in equity or otherwise, damages and expenses, including attorney's fees and litigation costs at all trial and appellate levels, which arise out of or result from the installation, construction, removal or alteration of the Improvement in, on, across or adjacent to the Easement and any public right-of-way and this Easement Fence & Gate Agreement.

The Owner acknowledges the specific consideration set forth herein has been given for this hold harmless and indemnification provision and the same should be broadly construed under the laws of the State of Florida for the benefit of the Indemnified Parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Easement Fence & Gate Agreement on the date set below for the City's signature.

For the Owner: [All Property Owners must sign]

By: _____
Name: _____ Title: _____

By: _____
Name: _____ Title: _____

[Corporate Seal]

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ , 2020, by _____, who was physically present, and who is personally known to me or who has produced the following _____ as identification.

Notary Public: _____

For the City: **CITY OF GREENACRES, FLORIDA**

By: _____ Date _____
Name: _____ Title: _____