



# City of Boynton Beach Planning & Zoning Division

## REMOVAL AGREEMENT

DATE: \_\_\_\_\_

PERMIT NO: \_\_\_\_\_

WHEREAS, \_\_\_\_\_ (hereinafter referred to as "Owner(s)"  
(Print)

is/are desirous of construction or installing a \_\_\_\_\_ in a portion of  
the \_\_\_\_\_ easement on my/our property, the legal description of this  
property being as follows:

Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision \_\_\_\_\_ or Metes &  
Bounds \_\_\_\_\_

**WHEREAS**, the Owner(s) does/do covenant that they are the fee simple owner(s) 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;

**NOW, THEREFORE**, in the consideration of the City of Boynton Beach ("City") not immediately enforcing  
its rights or the rights of any others, now existing or which may in the future exist, against the Owner(s) or  
the property, the Owner(s) hereby agree(s) with the City to remove, at no expense to the City, 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  
Owner(s) that the improvement shall be as depicted on Exhibit "A" and filed with the City of Boynton  
Beach Planning and Zoning Division, 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 expense of the  
Owner(s) 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 Owner(s).

Owner(s) shall immediately remove the improvement permitted herein in the event that the City or  
Owner(s), or both, are challenged with respect to the City'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 the City and/or Owner(s) 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, Owner(s) shall indemnify, defend, and save the City 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.

SIGNED, SEALED, EXECUTED AND ACKNOWLEDGED on this \_\_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
*Owner's Signature*

\_\_\_\_\_

\_\_\_\_\_  
*Owner's Signature*

\_\_\_\_\_  
*Owner's Phone #*

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_

\_\_\_\_\_  
*(Name of Person Acknowledging)*

who is personally known to me or who has produced \_\_\_\_\_

\_\_\_\_\_  
*(Type of ID)*

as identification and who did/did not take an oath.

\_\_\_\_\_  
*(Signature of person taking  
acknowledgement)*

\_\_\_\_\_  
*(Name of Officer taking acknowledgement  
typed, printed or stamped)*

\_\_\_\_\_  
*(Title or rank)*

\_\_\_\_\_  
*(Serial number, if any)*

SEAL

*(4 of 4)*