

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.

