



EASEMENT CONSENT AGREEMENT

DATE: _____

WHEREAS, "Owner" _____, is desirous of construction or installing driveway, fence and any other improvement in a portion of city or licensed utility company easement on my/our property, the legal description of this property being as follows:

Subdivision Town of Lake Worth Lot 1 Block 430 OR, Metes and PCN 38-43-44-21-15-43-0010 ("Property")

WHEREAS, OWNER covenants that they are the fee simple owner 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 Lake Worth 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 or the Property, the Owner hereby agrees 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: 302 N. Lakeside Dr, Lake Worth Beach FL
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 Lake Worth Beach Building 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.

Owner shall immediately remove the improvement permitted herein in the event that the City or Owner, 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 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 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.

WITNESSES:

[Signature]

OWNER:

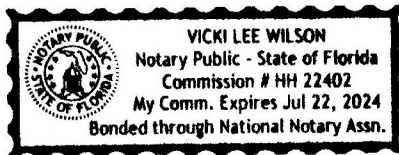
[Signature]

Owner's Ph. No. 561-543-0394

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 25 day of August, 2021 by Gustavo Mero & Maria Mero who is personally known to me or who produced a _____ as identification. He/she did not take an oath.

(NOTARY SEAL)



[Signature]

(Signature of Notary Public)

Vicki Wilson

(Name of Notary)



HOLD HARMLESS AGREEMENT/INDEMNIFICATION AGREEMENT

The undersigned hereby executes in favor of the City of Lake Worth Beach, Florida, its' officers, employees, agents and assigns, this Hold Harmless Agreement/Indemnification Agreement.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is acknowledged by the execution hereof, the undersigned agrees as follows:

Applicant, Gustavo Moro + Maria Moro hereby agrees that it shall indemnify, defend and hold harmless the City of Lake Worth Beach Florida, any licensed utility company or independent contractor, and any of their officers, employees and agents from any and all liability, claims, damages and expenses, including attorney's fees and litigation costs through all appeals, resulting from or arising out of the removal or alteration of any driveway, fence or any other improvement permitted to exist in or around any public easement and right-of-way, deemed necessary by the City or licensed utility for the purpose of installing, removing, repairing, or maintaining any utilities planned or existing in or around any public easement and right-of-way. The undersigned acknowledges that specific consideration has been given for this hold harmless and indemnity provision.

IN WITNESS WHEREOF,

the undersigned hereby sets his/her hand, this 25 day of August, 2021.

Gustavo Moro
Applicant Name (Please Print)

[Signature]
Applicant (Signature)

Vicki Wilson
Witness Name 1 (Please Print)

Tina Rhodes
Witness Name 2 (Please Print)

[Signature]
Witness 1 (Signature)

[Signature]
Witness 2 (Signature)

STATE OF FLORIDA
PALM BEACH COUNTY

The foregoing instrument was acknowledged before me this 25 day of August, 2021, by Gustavo Moro + Maria Moro, who is personally known to me or has produced as identification.

[Signature]
NOTARY PUBLIC

