



EASEMENT CONSENT PACKAGE

Applications for a building permit under which a property owner proposes to install improvements in an easement adjacent to their property should include the following:

- Signed Easement Consent Form from any of the agencies identified below (if such agency has an easement of record on the property).
- Any additional signed Easement Consent Forms from any other agency which has an easement of record on the property.
- A copy of the Town of Lantana Removal Agreement, which must be recorded in the Official Records of Palm Beach County prior to issuance.

EASEMENT CONSENT AGREEMENT AGENCY CONTACT INFORMATION:

Please note the following list is not inclusive. Other entities may also have easement rights to the easement in question. The permit applicant is responsible for identifying all entities with easement rights. Please allow time for each Easement Holder below to process your request for easement consent.

Florida Power and Light:

Contact: April Madison
Contact Information: (561)742-2003 or April.Madison@FPL.com
Address: 9239 S Military Trl, Boynton Beach, FL 33436

AT&T:

Contact: AT&T Engineer Asst.
Contact Information: g44488@att.com
Additional Instructions: Email with subject line "Easement, *customer address & city*"

Florida Public Utilities:

Contact: Brad Collins or Peter Bono
Contact Information: engineering-wpb@fpuc.com
Additional Instructions: Email as a pdf

Comcast Cable:

Contact: Daniel Tiburcio
Contact Information: daniel_tiburcio@comcast.com or (561) 454-5899
(fax) Address: 3960 RCA Blvd, Ste. 6002, Palm Beach Gardens, FL 33410

Town of Lantana

Contact: Darrell Blom
Contact Information: (561) 540-5750 or DBlom@Lantana.org
Address: 510 W Pine Street, Lantana, FL 33462



REMOVAL AGREEMENT

This Removal Agreement is entered into this _____ day of _____, 20____
by _____ (“Owner”).

WHEREAS, Owner covenants that owner is the fee simple owner of the property located at _____, Lantana, Florida 33462 and more particularly described as follows [Insert legal description]: _____
_____.

WHEREAS, Owner desires to construct or install the following improvement on the property: _____
_____.

(the “Improvement”) in the _____ easement(s) located on the property (the “Easement”).

WHEREAS, the Owner(s) do covenant that he/she is 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 consideration of Town of Lantana issuing a building permit for construction of the Improvement, Owner hereby agrees to remove, at no expense to the Town, the Easement holder(s) or the beneficiary of the Easement, the above-described improvement from the property within thirty (30) days’ notice by the Easement holder(s) that the Improvement is inconsistent with the use of the Easement.

Owner further agrees that the Improvement shall be as depicted on the building permit filed with Town of Lantana Development Services Department and that no other construction shall be constructed or installed in the Easement.

Owner further agrees that this Removal Agreement shall be recorded at Owner's expense in the Official Records of Palm Beach County, Florida, within (10) days of the date listed above, and that this Removal Agreement shall be a covenant running with the land as to Owner and the Owner's successors and assigns.

In the event that the Town of Lantana and/or Owner are challenged with respect to the location of the Improvement within the Easement, or a claim for damages is made as a result of the construction and/or installation of the Improvement in the Easement, Owner shall protect, defend, reimburse, indemnify and hold the Town of Lantana, its agents, employees, and elected officers harmless from and against all claims, liability, expense, loss, cost, damages, or causes of action of every kind of character, including attorney's fees and costs, whether at trial or appellate levels or other from said challenge.

Upon the vacation, abandonment, or discontinuance of the Easement or the removal of the Improvement from within the Easement, this Removal Agreement shall immediately and automatically terminate and be of no further force and effect.

[Signature on next page.]

IN WITNESS WHEREOF, the Owner has executed this Removal Agreement this _____ day of _____, 20____.

Owner's Signature

Owner's Signature

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification.

SEAL

Signature of Notary Public

My Commission Expires: _____