

# TOWN OF LADY LAKE

## COVENANT OF REMOVAL DOCUMENT

PERMIT # \_\_\_\_\_

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Lady Lake, Florida, hereinafter Municipality, and \_\_\_\_\_, whose mailing address is \_\_\_\_\_, hereinafter Declarant.

### WITNESSETH

WHEREAS, the owner has received approval by the Municipality for placement of construction, to wit: \_\_\_\_\_ within a certain publicly dedicated utility easement which is more particularly described using the following street address: \_\_\_\_\_.

Alternate Key Number \_\_\_\_\_ Which easement lies upon property owned is fee simple by Declarant identified using the legal description as follows: \_\_\_\_\_

And

WHEREAS said construction may not be located within this easement unless first approved by the Municipality and only upon the undertaking of certain precautions to preserve the future integrity and usefulness of said easement for its intended purposes.

NOW, THEREFORE in consideration of the approval by the Municipality for construction within the described easement, Declarant hereby promises and covenants on behalf of himself, tenants in common, joint tenants, and all heirs, assigns, successors in interests and legal representatives, as follows:

1. Any permit or approval issued in relation to the above referenced construction shall be considered a license only, revocable by the Municipality in accordance with provisions contained herein, and shall not be construed to be a waiver or release of any rights of the public or a utility provider in and to the use of the easement.
2. In the event the Municipality or a public utility provider determines to make use of the easement, the Declarant shall take any and all steps necessary in the sole discretion of the Municipality or said utility provider to make use of the easement readily available, including removal or relocation of the above referenced construction or any other structure upon Declarant's property which may encroach into the easement and interfere with its intended use. Declarant shall take such corrective measures within 72 hours after request by the Municipality or the utility provider and shall do so at the Declarant's sole expense.
3. In the event Declarant cannot be notified at subject property or at the address given on this agreement, or in the event of a bona fide emergency, or upon non-action by the Declarant within the allotted time period, the Municipality or the utility provider may remove such construction or

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any other structure on Declarant's property encroaching in the said easement which interferes with its reasonable use, and all expense associated with such removal shall become the lawful obligation and liability of Declarant upon written demand by the municipality or utility provider for payment thereof. If payment is not forth coming, the indebted party shall have the option of placing a lien in the Public Records of Lake County against subject property for all expenses incurred in removal together with costs of foreclosure and collection if required. Reasonable attorney's fees shall be recoverable as an expense under this agreement.

4. Declarant shall hold harmless, indemnity and defend the Municipality from any claim or judgment for damage of any kind resulting from the placement of construction within said easement. Declarant further agrees that neither the Municipality nor any utility provider which removes said construction in accordance with paragraphs 2 and 3 above shall be liable in any way for the reasonable and necessary damages or loss of value to property thereby resulting.
5. This agreement shall be construed to run with the land and bind all future owners of subject property. This agreement shall be filed in the Public Records of Lake County, Florida and the expense of recordation shall be paid by the Declarant.

Executed on the day first above written.

\_\_\_\_\_  
Print Name of Declarant

\_\_\_\_\_  
Signature of Declarant

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Signature of Witness

**STATE OF FLORIDA**  
**COUNTY OF LAKE**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in this State and County to take acknowledgements, personally appeared \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal in the State and County last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

This instrument was prepared by \_\_\_\_\_ and should be returned to:

**TOWN OF LADY LAKE**  
**409 FENNELL BLVD.**  
**LADY LAKE, FL 32159**