

Prepared By/Return To:
Town of Jupiter Utilities
210 Military Trl
Jupiter FL 33458

INDEMNITY AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____ 20____, by and between _____ (hereinafter referred to as "Owner") whose address is _____ and the TOWN OF JUPITER (hereinafter referred to as "Town") whose address is 210 Military Trail, Jupiter, Florida 33458.

WITNESSETH:

WHEREAS, Owner holds title to a certain parcel of real estate more particularly described as:

SEE LEGAL DESCRIPTION AND LOCATION MAP MARKED EXHIBIT "A"
ATTACHED HERETO AND MADE PART HEREOF

PROPERTY IDENTIFICATION NUMBER _____ - _____ - _____ - _____ - _____ - _____ - _____
(hereinafter referred to as the "Property"), and

WHEREAS, the Property is encumbered by a certain utility easement (hereinafter referred to as the "Easement"), such Easement being for the benefit of the Town of Jupiter Utilities and other utilities, and

WHEREAS, Owner desires to install _____ within a portion of the Easement (hereinafter referred to as "encroachment").

WHEREAS, Owner acknowledges that in order to install within a portion of the easement, Owner must secure the approval of all other utilities for whom the easement is intended to benefit.

NOW THEREFORE, for and in consideration of the covenants set forth herein, Owner hereby agrees as follows:

The foregoing recitals are true and correct and are incorporated herein by reference.

The Town of Jupiter Utilities hereby consents to the installation by Owner of the encroachment within the Easement, which exists for the benefit of the Town's Utility, subject to the terms herein.

In consideration of the Town's Utility consent to the Owner's encroachment upon the Easement, Owner hereby agrees that in the event that the Town ever determines it is necessary to construct, maintain, repair, remove or replace any facilities of the Town located within or to be located within the Easement, and should such work require the removal or relocation of the encroachment in whole or part, such removal and replacement may be done by the Town or its agents or subcontractors at the sole cost and expense of the Owner.

This Agreement shall be binding upon the Owner, its heirs, successors, legal representatives and assigns. This Agreement shall run with the title to the Property and shall forever benefit the Town and bind the Owner and all future owners of the Property, including without limitation, their heirs, successors, legal representatives and assigns.

Owner for itself and on behalf of all future owners of the Property, hereby agrees to indemnify and hold the Town harmless from and against any and all liabilities, damages, claims, costs and expenses, including attorney's fees, which may be imposed upon or asserted against the Town arising from or in any way connected with the Town Utility's acquiescence to the Owner's installation of the encroachment within the Easement.

IN WITNESS WHEREOF, the Owner has executed this Agreement as of the date first above written.

WITNESS:

Signed, sealed and delivered in the presence of:

Witness Signature

Print Name

Witness Signature

Print Name

OWNERS: PRINT NAME AND ADDRESS

Owner Signature

2nd Owner Signature (if applicable)

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that before me personally appeared by means of physical presence or online notarization,

as an individual who is/are personally known to me or has/have produced _____ as identification or

of _____ a Corporation organized under the Laws of the State of _____, to me known to be the person(s) who signed the foregoing instrument as such officer(s), and each of whom acknowledge the execution thereof to be their free act and deed as such officer(s) for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation, such execution having been authorized by the governing board thereof.

WITNESS my hand and official seal in the County and State last above written, this ____ day of _____ 20__ .

Notary Seal

Notary Public

----- BELOW SECTION TO BE COMPLETED BY TOWN OFFICIALS: -----

WITNESS:

Signed, sealed and delivered in the presence of:

Witness Signature

Print Name

Witness Signature

Print Name

TOWN OF JUPITER

By: _____
David L. Brown, Director of Utilities

Attest: _____

Approved as to Form and Legal Sufficiency by Thomas J. Baird, Town Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 20__, by _____, Director, Town of Jupiter Utilities, who is personally known to me and who did not take an oath.

Notary Seal

Notary Signature