

EASEMENT ENCROACHMENT AGREEMENT

THIS AGREEMENT is made and entered into by \_\_\_\_\_ hereinafter referred to as the "Property Owner", and the BOARD OF COUNTY COMMISSIONERS, BREVARD COUNTY, FLORIDA, hereinafter referred to as the "County":

WITNESSETH:

WHEREAS, the county currently holds a Public Utility and Drainage Easement over, upon and across \_\_\_\_\_ according to the plat thereof, as recorded in Plat Book \_\_\_\_, Page \_\_\_\_, Public Records of Brevard County, Florida hereinafter referred to as the "Easement Area", and set forth in Exhibit "A" attached hereto; and

WHEREAS, a utility line has been constructed and installed in the Easement Area; and

WHEREAS, subsequent to the construction and installation of the utility lines, the Property Owner plans to construct a masonry wall over, upon and across a portion of the Easement Area held by the County; and

WHEREAS, the County Code and Regulations prohibit improvements in the County Easement Area and the County has an objection to the masonry wall and

WHEREAS, the Property Owner has requested permission to build the masonry wall; and

WHEREAS, to accommodate the needs of the Property Owner, the County has considered allowing the masonry wall to be constructed, at least temporarily; and

WHEREAS, the Property Owner wishes to assure the County that the masonry wall be removed upon request by the County.

NOW, THEREFORE, it is hereby agreed as follows:

1. The County hereby acknowledges and consents to the construction of the masonry wall over, upon and across Easement Area and authorizes the Property Owner to build and maintain the masonry wall over, upon and across the Easement Area pursuant to the terms of this Agreement solely in the area depicted on Exhibit "A".

2. The Property Owner shall, upon written notice of the County, remove any or all of the masonry wall over, upon and across the Easement Area within ten (10) days of such notice. All requests made to the Property Owner by the County to remove the masonry wall shall be made in good faith and shall be made pursuant to a need of the County to use and/or service or connect to the utility lines located throughout the Easement Area.

3. In a situation deemed to be an emergency in the sole discretion of the County, the masonry wall may be removed without notice by the County and the Property Owner shall bear all costs of demolition and reconstruction.

4. In the event of destruction of the masonry wall, Property Owner may apply for a permit to reconstruct a masonry wall in the Easement Area under the then existing regulations.

5. In the event the Property Owner fails to remove the masonry wall, the County shall have the right to remove the masonry wall and the Property Owner shall reimburse the County for the costs incurred in removing the masonry wall.

6. The Property Owner agrees to indemnify, defend and hold harmless the County from any and all causes of action, damages, losses, liens, liabilities, expenses or claims whatsoever arising out of the construction of the masonry wall over, upon and across the Easement Area and the resulting encroachment thereon. Any removal costs incurred by the Property Owner relating to the construction and existence of the masonry wall shall be borne at no cost to the County. The Property Owner waives and releases all rights, causes of action or claimed against the County based on the construction of the masonry wall over, upon and across the Easement Area.

7. This agreement shall be recorded in the public records of Brevard County, Florida.

IN WITNESS WHEREOF, the parties hereto have set their hands  
and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ By: \_\_\_\_\_

Witness

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Witness

Print Name: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

By: \_\_\_\_\_

Peggy Busacca, Interim County  
Manager

Dated: \_\_\_\_\_