



TOWN OF OCEAN RIDGE

6450 North Ocean Boulevard, Ocean Ridge, Florida 33435
(561) 732-2635 Main ♦ (561) 737-8359 Fax
oceanridgeflorida.com ♦ permit@oceanridgeflorida.com

Utility Easement Consent Form

By: _____ Date: _____

Utility Provider Name: _____

Email: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

The owner of the property located at: _____ (Subject
Property Address) plans to construct or install a _____
_____ (Permit Work Description) located at _____
_____ (Subject Property Address) with the legal description being: Lot ____ Block ____
Subdivision _____ Property Control Number 46-43-45-_____.

In the event that you have no objections to this improvement, please sign below.

Utility Provider Signature Date

(Please Print)

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to (or affirmed) and subscribed before me by means of physical presence or online
notarization on this ____ day of _____, 20____ by _____
Name of person making statement

Signature of Notary Public SEAL/STAMP

Personally Known or Type of Identification Produced: _____



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Utility Easement Consent Form

Please circle one utility per form and fax it to the number indicated below. Please make sure you fax/email a copy of the survey. You must have one consent form for all utilities even if you do not have gas, phone, etc. The easement is for the future use of the utility company and/or Town. Include the signed/notarized form with the permit package. The Removal Agreement must be a recorded copy. **This list is not inclusive and other entities may have easement rights.** It is the applicant's responsibility to identify all easement holders.

AT&T

Fax: 561-272-8695
Email: G30576@att.com

Boynton Beach Utilities

Fax: 561-742-6299
Email: Easementconsent@bbfl.us
Tel: 561-742-6400

Comcast Cable:

Fax: 561-454-5899
Tel: 561-881-3293
Email: Sandra_Stockner@comcast.net

Dept. of Environmental Protection
(sewage lines)

Tel: 561-681-6600

FP&L

Fax: 561-616-1625
Tel: 561-616-1601
Email: garcindy.registre@fpl.com

Florida Public Utilities

Fax: 561-838-1769
Tel: 561-838-1817
Email: engineering-wpb@fpuc.com

PBC Health Dept.
(septic system)

Tel: 561-840-4500

Town of Ocean Ridge

Tel: 561-732-2635
Include with permit package.

Prepared by: RETURN:

Town of Ocean Ridge
6450 North Ocean Blvd.
Ocean Ridge, FL 33435

HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT, is entered into this ____ day of _____, 20__ by and between the **TOWN OF OCEAN RIDGE, FLORIDA**, (hereinafter referred to as “**TOWN**”) and _____ (hereinafter referred to as “**OWNER**”).

W I T N E S S E T H:

WHEREAS, OWNER owns property located at _____, Ocean Ridge, Florida, and has requested **TOWN** to allow for the installation of _____ (hereinafter referred to as the “Encroachment”) in the public right-of-way in accordance with Article IV of Chapter 34 of the Code of Ordinances; and

WHEREAS, OWNER agrees to hold **TOWN** harmless for any damage which might be caused to the Encroachment as a result of maintenance within the public right-of-way or any action brought against the **TOWN** as a result of the Encroachment in the public right-of-way.

NOW, THEREFORE, for the mutual covenants and matters set forth herein, as of the date set forth above, the parties hereby agree as follows:

1. The recitations set forth above are incorporated herein.
2. **OWNER** is the owner of property described in Exhibit “A”.
3. That **OWNER** wishes to install/construct the Encroachment in the area, as shown on Exhibit “B”, in the public right-of-way pursuant to the Town of Ocean Ridge Code of Ordinances.
4. **OWNER** acknowledges that the **TOWN** shall assume no responsibility or maintenance for the Encroachment and any improvements thereto, which **OWNER** places within the public right-of-way and that **OWNER** shall be responsible for the upkeep and maintenance of such Encroachment and associated improvements in the public right-of-way in accordance with the Code of Ordinances of the **TOWN**.

5. **OWNER**, in consideration of the mutual covenants set forth herein, agrees to defend, indemnify, and hold harmless the **TOWN**, its agents, officers, employees and servants from any and all claims, suits, causes of action or any claim whatsoever made, and damages, which may result from the placement or existence of the Encroachment and improvements in the public right-of-way. **OWNER** further agrees to hold the **TOWN**, its agents, officers, employees and servants harmless for any damage to the Encroachment and associated improvements **OWNER** places within the public right-of-way. It is understood that any cost for replacement or repair of the Encroachment and associated improvements shall be the **OWNER'S** responsibility, and the **TOWN** will not be held liable for any damage to the Encroachment and associated improvements as a result of any maintenance or construction within the public right-of-way by the **TOWN**.

6. The Town Manager may at any time and in his/her sole discretion, and in accordance with Article IV of Chapter 34 of the Code of Ordinances, request that **OWNER** remove the Encroachment from the public right-of-way and **OWNER** agrees to immediately remove the Encroachment from the public right-of-way. If the Owner fails to remove the Encroachment the **TOWN** shall have the right to remove the Encroachment and dispose of it.

7. All notice required or allowed by this Agreement shall be delivered in person or mailed to the party at the following address:

TOWN: Town Manager
Town of Ocean Ridge
6450 North Ocean Blvd.
Ocean Ridge, FL 33435

OWNER: _____

8. This Agreement shall be binding on the Parties, their respective heirs, successors, legal representatives, and permitted assigns and shall be recorded in the Public Records of Palm Beach County and shall run with the land.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any claim or lawsuit arising out of this Agreement shall be in Palm Beach County.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement the day and year first written above.

ATTEST:

TOWN OF OCEAN RIDGE, FLORIDA

By: _____
Town Clerk

By: _____
Town Manager

Approved as to Form:

By: _____
Town Attorney

WITNESSES:

OWNER: _____

(Print or Type Name)

By: _____

(Print or Type Name)

(Print or Type Name)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this ____ day of _____, 20__ by _____ (name of officer or agent), of _____ (name of corporation), a _____ (State or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification and did/did not take an oath.

Signature of Notary Public
State of _____