

This document prepared by and upon recording shall be returned to:

Osprey Oaks Homes Association, Inc.  
c/o GRS Management Associates, Inc.  
3900 Woodlake Blvd.  
Suite 309  
Lake Worth, Florida 33463

With a Certified Copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OSPREY OAKS HOMES ASSOCIATION, INC. REMOVAL AGREEMENT**

**WHEREAS,** \_\_\_\_\_ (hereinafter referred to as "Owner(s)") is/are desirous of constructing or installing a \_\_\_\_\_ (hereinafter referred to as "structure") in a portion of the drainage easement on, adjacent to, or abutting Owner(s) property, the legal description of this property being Osprey Oaks PUD Lot \_\_\_\_\_ (hereinafter referred to as "property").

**WHEREAS,** the Owner(s) does/do covenant that they are the fee simple owner(s) of the above-referenced property; and

**WHEREAS**, the above-described structure is to be erected for public safety, preservation of natural vegetation, special aesthetics, or otherwise for the use and enjoyment or proper functioning of the property.

**NOW, THEREFORE**, in consideration of Osprey Oaks Homes Association, Inc. (hereinafter referred to as "Association") issuing and granting Owner(s)' approval for the construction, erection, or installation of the above-referenced structure within the subject drainage easement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner(s) hereby agree to remove at no expense to the Association, or any other beneficiaries, holders, or owners of the subject drainage easement, the above described structure(s) and any permitted landscaping or vegetation installed in the subject drainage easement from the property, within thirty (30) days of written notice addressed to the Owner(s), or their successors in interest, and sent to the property and any publicly-disclosed mailing address on record with the Palm Beach County Property Appraiser's Office for said property.

In the event that Owner(s) fails to remove any structure located in the easement within the thirty (30) days set forth herein, Association, or any agent, representative, or contractor on its behalf, has the right and authority to remove the structure without further notice or warning, and Owner(s) or their successor(s) in interest, shall be responsible for any and all direct or indirect costs, including attorney's fees, incurred by Association for such removal. Association may assess its removal costs against the Owner(s) or their successor(s) in interest, and any unpaid portion thereof shall be subjected to the collection procedures of the Association, including, without limitation, the recording and foreclosure of a lien against the property for such amounts.

It is agreed by the Owner(s) that the structure shall be as designed, depicted, and otherwise applied for within the application submitted to and approved by Association's Architectural Control Committee, and that no other construction, improvements, or structures shall be erected, installed, or otherwise be given effect in said drainage easement.

In the event that the Association or any other beneficiaries, holders, or owners of the subject drainage easement are challenged with respect to the placement of said structure in the drainage easement, or a claim for damages is made as a result of the placement of said structure in the drainage easement, Owner(s) hereby agrees to protect, defend, reimburse, indemnify and hold Association, or any other beneficiaries, holders, or owners of the subject drainage easement, or any of their agents, employees, officers, directors, committee members, or contractors harmless from and against any and all claims, liability, expense, loss, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise from said challenge or damages claim.

Association and any other beneficiaries, holders, or owners of the drainage easement, shall not be responsible to Owner(s) for any damage to the property, or any structure, plants, vegetation, or landscaping in the subject drainage easement caused through utilization of said easement.

It is agreed by Owner(s), that this Removal Agreement shall be recorded by Association (or its management company) at the Owner(s) expense in the Official Records of Palm Beach County, Florida, and that any unpaid portion thereof shall be subjected to the collection procedures of the Association, including, without limitation, the recording and foreclosure of a lien against the property for such amounts. It is further agreed by Owner(s) that this Removal

Agreement shall be a covenant running with the land and be binding upon the heirs, personal representatives, grantees, assigns, transferees, and successors in interest of the Owner(s).

Upon the vacation, abandonment or discontinuance of the drainage easement, this Removal Agreement shall immediately and automatically terminate and be of no further force and effect.

SIGNED, SEALED, EXECUTED, AND ACKNOWLEDGED on this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Owner Printed Name

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Owner Printed Name

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Owner Printed Name

\_\_\_\_\_  
Owner Signature

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_, who personally appeared before me and who:

- [ ] is/are personally known to me, (or)  
[ ] has/have produced \_\_\_\_\_ as identification, and who  
[ x ] has/have taken an oath, (or)  
[ ] has/have not taken an oath.

WITNESS my HAND and SEAL in the County and State aforesaid this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
Printed Name: \_\_\_\_\_

MY COMMISSION EXPIRES: