

This document prepared by
and return to:
_____, City Attorney
City of Lake Worth
7 North Dixie Highway
Lake Worth, Florida 33460
Property Control No. _____

MURAL REMOVAL AGREEMENT

THIS MURAL REMOVAL AGREEMENT is entered into this _____ day of _____, 20__, by and between the **CITY OF LAKE WORTH, FLORIDA**, a Florida Municipal Corporation whose address is 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and

_____, whose address is _____ ("Owners") and _____ ("Tenant") whose address is _____.

WHEREAS, Owner(s) do hereby covenant and represent that they are the fee simple owner(s) of certain real property located within the corporate boundaries of City, more particularly identified as follows (the "Property"):

LEGAL DESCRIPTION:

STREET ADDRESS:

_____, Lake Worth, Florida 33460; and

WHEREAS, pursuant to City Code § 23.5-1.e-13

Owner(s), Owner(s) agents or Tenant(s) have applied to City for permission (the "Mural Approval") to apply a mural to the exterior of the building located upon the Property.

NOW, THEREFORE, in consideration of issuance by City of the above-referenced Mural Approval and other good and valuable consideration, receipt of which is hereby mutually acknowledged, the Parties hereto do hereby agree as follows:

1. The recitals above are true and correct and are incorporated into this Agreement by reference.
2. Owner(s) shall at no cost to City remove the above-referenced mural, or cause it to be removed, within thirty (30) days following receipt of written notification from

City to Owner(s), or their successors in interest, that the physical appearance of the mural has deteriorated and no longer satisfies the terms of the Mural Approval and § 23.20.03.03 and 23.28.05.02L(4), Code of Ordinances of the City of Lake Worth, as it may from time to time be amended. Receipt of the written notice described herein shall be deemed to have been accomplished either: (A) upon the date that written notice is delivered to Owner(s) by the U.S. Postal Service at the address shown in the official records of the Palm Beach County Property Appraiser, as evidenced by a receipt for certified mail; or (B) upon the date written notice is actually delivered to Owner(s) by City's agents. If City is unable to deliver to Owner(s) personally, written notice may be left upon the Property in a conspicuous place.

3. Owner(s) further agree that, should they fail to remove the mural within the time period specified herein, City may, at its exclusive discretion, take such reasonable action as necessary to remove the mural from the Property, including but not limited to, entry upon the Property to have the mural removed. Owner(s) also agree that they shall indemnify and hold City harmless from any and all claims which may arise from City's entry upon the Property to accomplish the purposes identified in this Agreement.

4. Owner(s) further agree that they shall reimburse City for all reasonable costs incurred by City in enforcing this Agreement, including but not limited to, all costs associated with hiring professional painters or other qualified persons to remove the mural.

5. Owner(s) agree that any remedies available to City by this Agreement shall be in addition to and shall not qualify or limit any additional remedies City may have pursuant to City's code enforcement powers or otherwise by law.

6. The parties hereto agree that this Agreement may be recorded in the official records of Palm Beach County and shall be binding upon their heirs, personal representatives, grantees, successors in interest, or assigns.

Whereupon the parties hereto have set their hands and seals upon the day first above written.

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Witnesses:

OWNER(S):

Name Signed

Name Signed

Name Printed

Name Printed

Name Signed

Name Signed

Name Printed

Name Printed

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Witnesses:

Name Signed

Name Printed

Name Signed

Name Printed

ATTEST:

City Clerk

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,

By:

who is personally known to me or who produced a _____ as identification. He/she did not take an oath.

NOTARY SEAL:

Notary Public, State of _____

TENANT(S):

Name Signed

Name Printed

Name Signed

Name Printed

THE CITY OF LAKE WORTH, FLORIDA
a Florida Municipal Corporation

By: _____
City Manager

(City Seal)