

INDIAN RIVER COUNTY
DECLARATION OF COVENANT
REGARDING REMOVAL OF STRUCTURES
APPLICATION PROCEDURES

1. DECLARATION OF COVENANT APPLICATION AVAILABILITY:

Application to apply for a Declaration of Covenant Regarding the Removal of Structures may be obtained from the Community Development Department, located in the County Administration Building at 1801 27th Street, Vero Beach, Florida.

2. COVENANT APPLICATION INFORMATIONAL REQUIREMENTS:

In order to prevent unnecessary delays, applications are to be completed in full, to include the following information:

- **Complete legal description of the subject property, and street address (ie: Lot Block, Subdivision Name, Plat Book & Page), and tax parcel control number.**
- **Description of the structure that is proposed (ie: six foot wooden privacy fence) to be located in the easement.**
- **Exact type and size of easement(s) (ie: ten foot utility and drainage easement-rear lot).**
- **Copy of property deed, or copy of title insurance policy showing ownership of the property.**
- **Copy of plat plan or survey depicting where the structure is to be located (drawn to scale, and showing all easements, their size, and location in relation to streets and right-of-ways).**
- **Signature of petitioning parties, to be witnessed and notarized. (To occur once approved).**
- **Submission of the required \$75.00 filing fee with the completed Covenant document.**
 - **(Make check payable to Indian River County)**

3. SUBMITTAL AND PROCESSING OF COMPLETED COVENANT APPLICATIONS:

Completed applications may be submitted to the receptionist for the Community Development Department, or submitted directly to the Code Enforcement staff.

Code Enforcement staff shall review each Covenant application to insure that it is completed correctly, and the filing fee paid. If the document is found to be incomplete, or otherwise inconsistent with above referenced criteria, the petitioner shall be notified within five (5) working days from the date received. Covenant petitions found to be complete will be routed through all the agencies that have interest in the easements, to include any Property Owners Association of Record (this information must include name and address of the organization to be submitted by the petitioner at the time of submittal). The average time period for review and return by these agencies is three (3) to four (4) weeks.

If all the reviewing agencies return favorable comments as to allowing a structure (ie: fence) in the easement(s) the applicant will then be contacted to sign (witnessed and notarized) the recording document. The document will then be transmitted by County staff to the Clerk of the Circuit Court of Indian River County for placement into the Public Records. The original Covenant document is then returned to the petitioner with the Record Book and Page affixed to it, thereby becoming the official agreement between Indian River County, Reviewing Agencies and the Petitioner.

DECLARATION OF COVENANT REGARDING REMOVAL OF STRUCTURE

THIS AGREEMENT IS ENTERED INTO THIS _____ day of _____, 20____, by and between Indian River County, Florida, hereinafter County, and _____, and _____, whose mailing address is _____, telephone number _____, hereinafter Declarant.

WITNESSETH

WHEREAS, owner has requested approval by the County for placement of a certain structure, to wit: _____ within a certain publicly dedicated utility/drainage (specify) easement which property is fully described as follows: _____ which easement lies upon property owned in fee simple by Declarant which property is fully described as follows:

(GIVE PRECISE LEGAL DESCRIPTION PER OWNER'S DEED)

TAX PARCEL CONTROL NUMBER: _____ and _____

WHEREAS, said structure may not be located within this easement unless first approved by the County and only upon the understanding of certain precautions to preserve the future integrity and usefulness of said easement for its intended purposes.

NOW, THEREFORE, in consideration of the approval by County for the placement of said structure within the described easement, Declarant hereby promises and covenants on behalf of himself, tenants in common, joint tenants, and all heirs, assigns, successors in interest and legal representatives, as follows:

1. Any permit or approval issued in relation to the above referenced structure shall be considered a license only, revocable by the County in accordance with provisions contained herein, and shall not be construed to be a waiver or release of any rights of the public or a utility provider in and to the use of the easement.

2. In the event the County or a public utility provider determines to make use of the easement, the Declarant of the County or said utility provider to make user of the easement readily available, including removal or relocation of the above referenced structure or any other structure upon Declarant's property which may encroach into the easement and interfere with its intended use. Declarant shall take such corrective measures with 72 hours after request by the County or the utility provider and shall do so at Declarant's sole expense.

3. In the event Declarant cannot be notified at subject property or at the address given on this agreement, or in the event of a bon fide emergency, or upon non-action by the Declarant within the allotted time period, the County or the utility provider may remove such structure or any other structure on Declarant's property encroaching in the said easement which interferes with its reasonable use, and all expense associated with such removal shall become the lawful obligation and liability of Declarant upon written demand by the County or utility provider for payment thereof. If payment is not forth coming, the indebted party shall have the option of placing a lien in the Public Record of Indian River County against subject property for all expenses incurred in removal together with costs of foreclosure and collection if required. Reasonable attorney's fee shall be recoverable as an expense under this agreement.

4. Declarant shall hold harmless, indemnify and defend the County from any claim or judgment for damage of any kind resulting from placement of the structure within said easement. Declarant further agrees that neither the County nor any utility provider which removes said structure in accordance with Paragraphs 2 and 3 above shall be liable in any way for the reasonable and necessary damages or loss of value to property thereby resulting.

5. This agreement shall be construed to run with the land and bind all future owners of subject property. This agreement shall be filed in the Public Records of Indian River County, Florida and the expense of recordation shall be paid by the Declarant.