

Return to:  
City Clerk  
City of Lake Worth Beach  
7 North Dixie Highway  
Lake Worth Beach,  
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 BEACH, FLORIDA**, a Florida Municipal Corporation, whose address is 7 North Dixie Highway, Lake Worth Beach, Florida 33460 ("City") and \_\_\_\_\_ ("Owner") whose address is \_\_\_\_\_ and (if applicable) \_\_\_\_\_, ("Tenant"), whose address is \_\_\_\_\_.

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

### LEGAL DESCRIPTION:

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

### STREET ADDRESS:

\_\_\_\_\_, Lake Worth Beach, Florida 33460; and

**WHEREAS**, pursuant to City Code § 23.5-1(e)13, Owner, Owner's agents or Tenant, and/or other authorized party, have applied to City for permission to apply a mural to the exterior of the building located upon the Property; and

**WHEREAS**, City, through the applicable board, has granted Owner or Owner's Tenant, the approval to install a mural ("the Mural Approval") on the Property with the following conditions for removal of same.

**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 shall at no cost to City remove the mural subject to the Mural Approval, or cause it to be removed, within thirty (30) days following receipt of written notification from

City to Owner, or the Owner's successors in interest, that the physical appearance of the mural has deteriorated and no longer satisfies the terms of the Mural Approval and § 23.2-31(l) and § 23.5-1(e)13, Code of Ordinances of the City of Lake Worth Beach, as it may from time to time be amended, or the mural is otherwise not in compliance with the Mural Approval. 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 further agree that should Owner 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 also agrees that Owner shall indemnify and hold City harmless from any and all claims which may arise, directly or indirectly, in whole or in part, from the City's entry upon the Property to accomplish the purposes identified in this Agreement, including but not limited to, **the negligence of the City, its officials, employees, agents, or contractors**; or any other claim related to this Agreement. This indemnification and hold harmless shall survive the expiration or termination of this Agreement.

4. Owner further agrees to 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. Said reimbursement shall be accomplished within thirty (30) days of the City invoicing Owner; otherwise, City may seek all legal remedies available under state law.

5. Owner agrees 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.

7. If any term or provision of this Agreement, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

8. Failure of a party to enforce or exercise any of its rights under this Agreement shall not be deemed a waiver of that party's right to enforce or exercise said right at any time thereafter.

9. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement, whether or not the survivability is mentioned within the particular provision, shall survive its expiration or earlier termination.

[SIGNATURES ON FOLLOWING PAGES]

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

Witness:

**OWNER:**

\_\_\_\_\_  
Name Signed

\_\_\_\_\_  
Name Signed (authorized person)

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

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

**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)**

\_\_\_\_\_  
**(Signature of Notary Public)**

\_\_\_\_\_  
**(Name of Notary)**

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

Witness:

**TENANT:**

\_\_\_\_\_  
Name Signed

\_\_\_\_\_  
Name Signed (authorized person)

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

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

**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)**

\_\_\_\_\_  
**(Signature of Notary Public)**

\_\_\_\_\_  
**(Name of Notary)**

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**ATTEST:  
FLORIDA**

**THE CITY OF LAKE WORTH BEACH,  
a Florida Municipal Corporation**

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

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
City Attorney

**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  
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**(Signature of Notary Public)**

\_\_\_\_\_  
**(Name of Notary)**