



ABANDONMENT APPLICATION (Filing Fee: \$1,500.00)

VILLAGE OF PALM SPRINGS, FLORIDA
226 Cypress Lane
Palm Springs, Florida 33461

Instructions for Completing and Filing Application

Applications for the abandonment of rights-of-way and easements may be submitted to the Land Development Department at any time between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. The Application must be accompanied by the \$1500.00 filing fee (make checks payable to the Village of Palm Springs).

Please print or type all of the required information, and ensure that the Application form is complete and accurate. The Application form also contains a checklist of all supporting documentation that must be submitted before the Application will be considered to be technically complete and accepted for processing.

Requests for abandonment of rights-of-way, plats, and easements are reviewed by the Land Development Board, which meets on the second Tuesday of each month at 6:30 p.m. and the Village Council, which meets on the second and fourth Thursday of each month at 7:30 p.m. Requests for the abandonment of rights-of-way and easements will be scheduled for review by the Village Council once a technically complete application has been received by the Land Development Department and all conditions of the submittal associated with the request has been addressed by the Applicant to the satisfaction of the Land Development Director.

A pre-application conference with a member of the Land Development staff is recommended, and can be scheduled at your convenience. To arrange a pre-application appointment please contact the Village Land Development Department at (561) 965-4016, and request an appointment.

Note: Development presentations before all Boards and the Village Council may be made either on a LCD projector (power light) or an overhead projector. If you wish to use the Village's equipment, please notify Village staff ahead of time.

**VILLAGE OF PALM SPRINGS
LAND DEVELOPMENT DEPARTMENT
APPLICATION FOR ABANDONMENT**

PART ONE - APPLICANT INFORMATION

APPLICANT

Name: _____

Address: _____

Tel. No.: _____ Fax. No.: _____ E-mail address: _____

Owner (If other than Applicant)

Name: _____

Address: _____

Tel. No.: _____ Fax. No.: _____ E-mail address: _____

Applicant or owner's interest in subject property: _____

Source instrument by Official Record Book & Page number: Book: _____ Page _____

PART TWO - PROPERTY INFORMATION

General location description of real property to be abandoned, (i.e., the nature of the property to be abandoned (for easements, state type; for rights-of-way, state name of street in known; for plats, state name) :

Provide recording information by public record book and page numbers)

the abandonment of the subject property will not adversely affect other property owners.

Signature of Applicant

Witness

Printed Name of Applicant
Position/Title if corporate
Applicant

Witness

Date of Submission

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Village of Palm Springs Abandonment Application was acknowledged before me this ___ day of _____, 200__, by _____, who is personally known to me or produced _____ as identification and who did (did not) take an oath.

Notary Public
My Commission Expires:

Notary Seal:

REQUIRED SUPPORTING DOCUMENTS

1. A copy of the latest recorded warranty deed, and a certificate from an attorney or title company (not title insurance), certifying who the current fee simple title of record of the subject property area, and the nature and extent of their interest therein. The title certificate must contain the legal description of the subject property exactly as it appears on the survey and list of all existing easements, mortgages and other encumbrances (i.e., unity of title, etc.).
2. The written consent of the owners(s) must be provided in a certified form. When an Application is executed on behalf of a corporation or business entity, documentation must be provided, which demonstrates that the corporation's representative is authorized to act on behalf of the corporation.
3. A vicinity/location map, (not less than 8 2@ x 10") which clearly shows the subject property, adjacent properties, and their relationship to the nearest public right-of-way and all streets located within one-half mile of the property.
4. Surveys (8 copies) signed and sealed by a surveyor registered in the state of Florida in accordance with the minimum technical standards of Section 472.027, Fla. Stat. (as amended) and Chapter 21HH-6, F.A.C, which shows the property described pursuant to the legal description contained in the warranty deed and the survey may not be dated more than 90 days prior to the date of submission of the Application. The survey must also show the areas to be abandoned, its legal description, and the total acreage in square feet, the boundaries of all abutting properties, all structures, encroachments and utility facilities. Prior to conducting the survey, the surveyor shall notify UNCLE (1-800-432-4770) that a survey is being made and request field verification for any underground utilities. The surveyor will then note on the survey all underground utilities.
5. Application filing fee and a written agreement to reimburse the Village for all fees, costs and expenses incurred by the Village in processing the abandonment request which exceed the amount of the Application. **See attached form of agreement.**
6. Mailing labels and a complete list of all the names and addresses of all property owners and occupants of real property abutting the right-of-way or easement to be abandoned and all property owners within 300 feet thereof, as determined by the current Official Tax Roll of the Palm Beach County Property Appraiser's Office for purposes of mail notice. Written notarized consents of abutting property owners must also be submitted.
7. Affidavit verifying the list of all abutting property owners and property owners within 300 feet of the property to be abandoned. **See attached sample form of affidavit.**

8. Indemnification agreement executed by the Owner indemnifying the Village and holding the Village harmless from any and all losses, claims, damages and other liabilities resulting from, or arising out of the abandonment of the property. **See attached form of agreement.**
9. Letters of any objection to the abandonment request from all utilities and drainage districts providing service to the property, including but not limited to, Lake Worth Utilities, FP&L, Cable distributor, water and sewer service provider, public gas (if applicable).
10. Appraisal from a licensed State of Florida real estate appraiser, stating the valuation of the property to be abandoned. The appraisal shall have been conducted no later than 30 days from the date of submission of the Application.
11. Owner's Consent and designation of agency (Agent Authorization) **See attached form.**
12. Evidence of payment of all current taxes on the subject property.
13. Any other documents reasonably requested by the Land Development Director.

**AFFIDAVIT VERIFYING LIST OF PROPERTY OWNERS
WITHIN 300 FEET OF PROPERTY TO BE ABANDONED**

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority personally appeared who after being sworn, stated the following:

1. That I _____ have prepared a complete list (and the required mailing labels) of the owners of affected real property, together with their mailing addresses, and the legal descriptions of those properties that are within three hundred (300') feet of the property to be abandoned, as set forth in the current 20__ Official Tax Roll of Palm Beach County.

2. That to the best of my knowledge, said list is complete and accurate.

Signature of Affiant/Applicant

Sworn to and scribed before me _____ on this ____ day of _____ 200_, who is personally known to me or produced _____ as identification.

Notary Public

Notary Seal:

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Indemnification Agreement ("Agreement") is made this ____ day of _____, 200_, by and between the Village of Palm Springs, a municipal corporation organized and existing under the laws of the State of Florida ("Village"), with its principal offices located at 226 Cypress Lane, Palm Springs, FL 33461, and _____, whose address is _____ ("Indemnifying Party")

WITNESSETH

In consideration of the sum of the sum of Five Hundred Dollars (\$500.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, and to the fullest extent permitted by laws and regulations, the Indemnifying Party shall indemnify, defend, save and hold harmless, the Village, its officers, elected officials, agents and employees from any and all claims, damages, losses, liabilities and expenses, (direct, indirect and consequential) pertaining to or arising out of the abandonment of the real property which is the subject of this Application for Abandonment.

The Indemnifying Party shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs). The Village reserves the right to reasonably approve of the legal counsel selected by the Indemnifying Party to conduct any defense in any such proceedings, and all reasonable costs and fees associated therewith shall be the responsibility of Indemnifying Party.

The indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Indemnifying Party under any policy or policies of insurance of the Indemnifying Party or a third party.

This Agreement shall not in any way be construed to create a partnership, association, or any kind of joint venture or undertaking between the parties hereto. The Village specifically reserves all statutory and common law rights and immunities, and nothing herein is intended to limit or waive the same, including but not limited to, the procedural and substantive provisions of Section 768.28, Fla. Stat., and Section 95.11, Fla. Stat., as amended from time to time.

The Indemnifying Party's obligation to indemnify, defend, and pay for the defense, or at the Village's option, to participate and associate with the Village in the defense and trial of any claim and related settlement negotiations, shall be triggered by the Village's notice of claim for indemnification to the Indemnifying Party. The Indemnifying Party's inability to evaluate liability or its evaluation of liability, shall not excuse the Indemnifying Party's duty to defend and indemnify within 7 days after such notice is given by the Village by registered

mail. Only an adjudication or judgment after the highest appeal is exhausted, specifically finding the Village solely negligent, shall excuse performance of this provision by the Indemnifying Party. The Indemnifying Party shall pay all costs and fees related to this obligation and its enforcement by the Village. The Village's failure to notify the Indemnifying Party of a claim shall not release the Indemnifying Party of the above duty to defend and indemnify.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

INDEMNIFYING PARTY

By: _____
Indemnifying Party

Printed Name of Indemnifying Party

VILLAGE OF PALM SPRINGS

By: _____

ATTEST

VIRGINIA WALTON, VILLAGE CLERK

AGREEMENT TO REIMBURSE VILLAGE FOR EXPENSES

I _____, the Applicant requesting an abandonment affirm that I will fully reimburse the Village of Palm Springs (“Village”) for all costs, expenses, legal and other professional fees which are incurred by the Village in connection with reviewing and processing my Application for Abandonment which exceed the Five Hundred Dollar (\$500.00) application fee and hereby agree to reimburse the Village for all such fees and costs within fifteen (15) calendar days of the notice of the amount due. Notice shall be effective upon the mailing of an invoice for the additional fees and costs by the Village. I acknowledge and agree that if I fail to pay the full amount of the invoice when due that the Village shall charge a penalty of One Hundred Dollars (\$100.00) per day, in addition to, ten percent (10%) interest on the unpaid amount until the full amount is paid. I understand that this is a legally binding contract and the terms of this Contract may be enforced in a court of competent jurisdiction with venue to be in Palm Beach County. The prevailing party in any litigation to enforce the terms of this Contract shall be entitled to recover their reasonable attorney’s fees and costs.

(Applicant’s Signature)

The foregoing instrument was acknowledged before me this _____ day of _____, 200__, by _____, who is personally known to me or has produced _____ as identification and who did take an oath.

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

OWNERS CONSENT AND DESIGNATION OF AGENCY

(This form must be completed by **ALL** property owners using agents)

I _____, the fee simple owner of the following described property (give legal description): _____

hereby petition to the Village of Palm Spring for the abandonment of

_____ generally located _____

and affirm that (Applicant/Agent's Name) _____

is hereby designated to act as agent on my behalf to accomplish the above.

I certify that I have examined the application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments and fees become part of the Official Records of the Village of Palm Springs, Florida, and are not returnable.

(Owner's Signature)

The foregoing instrument was acknowledged before me this _____ day of _____, 200__, by _____, who is personally known to me or has produced _____ as identification and who did take an oath.

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

ABUTTING PROPERTY OWNER(S) CONSENT/OBJECTION TO ABANDONMENT

I/We, _____

(insert name, address and telephone number of property owner)

am/are the fee simple owner of the real property located at _____

Palm Springs, Florida and which is legally described as follows:

_____.

I/we have been furnished a drawing which clearly depicts the right-of-way to be abandoned and its relationship to my/our property as described above. I/We have read and understand this document and I/we voluntarily **agree / disagree** with the abandonment of this abandonment and to all of the terms and conditions of this Agreement.

Dated: _____

Dated: _____

By: _____
(Signature)

By: _____
(Signature)

By: _____
Printed name of property owner

By: _____
Printed name of property owner

State of Florida

County of Palm Beach

The foregoing instrument was acknowledged before me this _____ day of _____, 200__, by _____, who is personally known to me or has produced _____ as identification and who did take an oath.

Notary Public

My Commission Expires: _____
[NOTARY SEAL]

Florida Power & Light Company
9329 South Military Trail
Boynton Beach, FL 33436-2901
Attn: Mr. Vincent L. Nocera
Distribution Relocation Coordinator
Mail Code: (BYC-BBI)

(South of Lake Worth Road)

(561) 742-2000 Office
(561) 742-2001 Ms. Donna Craig
(561) 742-2045 Ms. Debra Wolfe
(561) 742-2003 Direct
(561) 742-2015 Fax
(561) 742-2019 Fax – Alternative
(800) 447-2433 Pager #8052
(561) 721-6293 Mobil

Florida Power & Light Company
Post Office Box 14000
700 Universe Boulevard
Juno Beach, FL 33408-2381
Attn: Mr. Eduardo Garcia –TLE
Transmission Relocation Coordinator

(561) 694-4749 Office
(561) 694-3177 Fax
(561) 694-3950 Fax-Alternative

(561) 694-4760 Direct

Florida Public Utilities Company
P.O. Box 3395
West Palm Beach, FL 33402-3395
401 South Dixie Highway
West Palm Beach, FL 33401-5807
Attn: Mr. Christopher C. Canino
Division Engineer

(561) 838-1768 Office
(561) 832-2461 General
(561) 833-0151 Fax
(561) 838-1769 Engineering

(561) 838-1773 Direct
(561) 838-1769 Fax-Direct

Palm Beach County Water
Utilities Dept. /Engineering Div.
P.O. Box 16097
West Palm Beach, FL 33416-6097
2065 Prairie Road
West Palm Beach, FL 33406
Attn: Mr. C. Lawton McCall, P.E.
Director Utilities Engineering Division
Ms. Maggie Moore, Secretary
Attn: Mr. John C. Roberts
Engineering Assistant III

(561) 6413429 Office
(561) 6413447 Fax

(561) 434-5360 Direct

(561) 641-3478 Direct
(561) 641-3471 Direct

ABANDONMENT UTILITY CONTACT FOR CUSTOMERS

Comcast Cable

10435 Ironwood Road
Palm Beach Gardens, FL 33410-4224
Attn: Construction Supervisor

(561) 266-2278

BellSouth Communications
Engineering Dept.
2021 South Military Trail
West Palm Beach, FL 33415
Attn: Specialist – Outside Plant Engineering
Secretary

(561) 439-9110 Office
(561) 964-3499 Fax

(561) 439-9118 Direct
(561) 439-9119

Florida Power & Light Company
810 Charlotte Avenue
West Palm Beach, FL 33401-6240
Attn: Mr. Leonard T. Chiocca
Distribution Relocation Coordinator
Mail Code (WBA-WP2)
(North of Lake Worth Road)

(561) 616-1602 Office
Ms. Debra Sisco - Clerk
Diane – Clerk
(561) 742-2024 Direct
(561) 616-1618 Fax
(561) 616-1624 Fax-Alternative

Miami Dade Water & Sewer
P.O. Box 026055
Miami, FL 33102-6055

City of Boynton Beach
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33425-0190

City of North Miami Beach
Customer Service
City Hall, 3rd Floor
776 NE 125th St.
North Miami, FL 33161

Village of Palm Springs
Utility Dept.
226 Cypress Lane
Palm Springs, FL 33461

Coral Springs Improvement District
10300 N.W. 11th Manor
Coral Springs, FL 33071

City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441-3598

City of Lauderhill
Business Center
3800 Inverrary Blvd. #107
Lauderhill, FL 33319

Martin County Utilities
P.O. Box 9000
Stuart, FL 34995

City of Pembroke Pines
13975 Pembroke Road
Pembroke Pines, FL 33027

Palm Beach County Water Utilities
9045 Jog Road
Boynton Beach, FL 33437

Florida Public Utilities
P. O. Box 7005
Marianna, FL 32447-7005

Town of Medley
Water & Sewer Dept.
7331 N.W. 74th Street
Medley, FL 33166

FPL
P.O. Box 025576
Miami, FL 33102

City of Lake Worth
414 Lake Avenue
P.O. Box 404
Lake Worth, FL 33460-0404