

# **SOUTH BROWARD DRAINAGE DISTRICT**

6591 S.W. 160<sup>th</sup> Ave.

Southwest Ranches, Florida 33331  
(954) 680-3337 954) 680-3339 Fax

## **PERMIT APPLICATION INFORMATION**

### **INFORMATION REQUIRED FOR FENCES & SPRINKLER INTAKE LINES (NOT EXCEEDING 2" DIAMETER)**

1. HOMEOWNERS ASSOCIATION APPROVAL LETTER (If Applicable).
2. COMPLETED APPLICATION FORM WHICH MUST BE SIGNED ON THIRD PAGE BY A PROPERTY OWNER OR AUTHORIZED REPRESENTATIVE (REQUIRES AUTHORIZATION LETTER FROM THE HOMEOWNER).
3. UPDATED COPY OF SIGNED AND SEALED COMPLETE PROPERTY SURVEY WITH IMPROVEMENT DIMENSIONS. MARK LOCATION OF IMPROVEMENT. PLAN SIZE MUST BE NO LARGER THAN 8 ½" X 14".
4. COPY OF COMPLETE WARRANTY DEED (FOR PROOF OF OWNERSHIP AND LEGAL DESCRIPTION).
5. APPLICATION FEE - **\$75.00** FOR SINGLE IMPROVEMENT PLUS **\$25.00** PLACARD FEE.  
TOTAL COST OF PERMIT IS **\$100.00**.  
**\$25.00** EACH ADDITIONAL IMPROVEMENT IN THIS CATEGORY  
**\*NO PLACARD FEE FOR SPRINKLER PERMIT OR BRICK PAVERS**

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### **INFORMATION REQUIRED FOR DOCKS, DECKS, SEAWALLS & SPRINKLER INTAKE LINES (EXCEEDING 2" IN DIAMETER):**

THE FIRST FOUR ITEMS LISTED ABOVE ARE REQUIRED PLUS THE FOLLOWING ITEMS:

- A. LEGAL DOCUMENT (MUST BE SIGNED BY THE PROPERTY OWNER(S) LISTED ON WARRANTY DEED WITH OWNER(S) SIGNATURE(S) WITNESSED AND NOTARIZED).
- B. DRAWING/PLAN OF PROPOSED IMPROVEMENT WHICH SHOWS EXACTLY WHERE IMPROVEMENT(S) IS LOCATED WITHIN THE EASEMENT. PLAN SIZE MUST BE NO LARGER THAN 8 ½" X 14".
- C. FOR **SPRINKLER INTAKE LINES EXCEEDING 2" IN DIAMETER**, PROVIDE A COPY OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT GENERAL WATER USE PERMIT.
- D. APPLICATION FEE - **\$150.00** (FOR INDIVIDUAL IMPROVEMENT) PLUS **\$25.00** FOR PLACARD FEE.  
TOTAL COST OF PERMIT IS **\$175.00**.  
**\*NO PLACARD FEE FOR SPRINKLER PERMIT**

**FOR ANY EXISTING IMPROVEMENTS PERMIT FEE IS 3 TIMES THE REGULAR PERMIT APPLICATION FEE OR \$525, WHICHEVER IS GREATER.**

**CHECK OR MONEY ORDER ONLY MADE PAYABLE TO: SOUTH BROWARD DRAINAGE DISTRICT. NO CASH. PLEASE DO NOT STAPLE CHECK TO APPLICATION.**

**NOTE: PHYSICAL INSPECTION OF THE PROPERTY IS NECESSARY BEFORE AN APPLICATION CAN BE APPROVED AND THE PERMIT ISSUED. TIME INVOLVED, APPROXIMATELY ONE (1) WEEK FROM DATE OF SUBMITTAL.**



# SOUTH BROWARD DRAINAGE DISTRICT

## IMPROVEMENT(S) PERMIT APPLICATION FORM

APPLICANT SHALL FILL IN ALL APPLICABLE INFORMATION.  
FAILURE TO DO SO MAY CAUSE A DELAY IN PROCESSING.

FOR DISTRICT USE ONLY  
6/01/2011

APPLICATION #:

PLACARD #:

PERMIT FEE: \$

PAID:

**1) PROPOSED IMPROVEMENT(S) (Check all that apply):**

DOCK    DECK    SEAWALL    FENCE

SPRINKLER INTAKE LINE    OTHER \_\_\_\_\_

**2) DESCRIPTION OF IMPROVEMENT(S):**

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

**3) TYPE OF DISTRICT EASEMENT(S) INVOLVED FOR PROPOSED CONSTRUCTION/INSTALLATION**

**(Check all that apply):**    DRAINAGE EASEMENT    LAKE MAINTENANCE EASEMENT

CANAL MAINTENANCE EASEMENT    OTHER \_\_\_\_\_

**4) LOCATION OF WORK:**

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_

SUBDIVISION NAME: \_\_\_\_\_ LOT: \_\_\_\_\_ BLOCK: \_\_\_\_\_ PARCEL: \_\_\_\_\_

FOLIO#: \_\_\_\_\_

**5) OWNER OF PROPERTY:**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_ OTHER PHONE: \_\_\_\_\_

**6) AUTHORIZED REPRESENTATIVE/APPLICANT OTHER THAN OWNER (IF APPLICABLE):**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_ OTHER PHONE: \_\_\_\_\_

**SOUTH BROWARD DRAINAGE DISTRICT**  
**IMPROVEMENT(S) PERMIT APPLICATION FORM**

7) This application, including sketches, drawings or plans and specifications attached, contains a full and complete description of the work proposed or use desired of the above described facilities of the District and for which a permit is herewith applied. This information shall become part of any permit that may be issued. It is agreed that all work or the use of the District's facilities involved will be in accordance with the permit to be granted and with the permit procedures and construction standards heretofore adopted by the District, which have been examined and are understood by the applicant and as the same may be hereafter from time to time amended, changed or revised and which (it is further understood) shall be incorporated by reference as a part of any permit which may be granted.

**SPECIAL CONDITIONS:**

A) In the event the SOUTH BROWARD DRAINAGE DISTRICT wishes to obtain ingress or egress to its easements and/or rights-of-way for the purposes of maintenance and/or construction of a body of water and/or drainage improvements, the removal and reinstallation of any improvements permitted hereunder shall be at owner's expense.

B) PERMITTEE, by acceptance of the permit, covenants and agrees that the SOUTH BROWARD DRAINAGE DISTRICT shall be promptly indemnified, defended, protected, exonerated and saved harmless by the PERMITTEE from and against all expenses, liabilities, claims, demands and proceedings incurred by or imposed upon said District in connection with any claim, proceeding, demand, administrative hearing, suit, attorney's fees, appellate proceeding, or other activity, including unfounded or "nuisance" claims, in which the District may become involved, or any settlement thereof, arising out of any operations under this permit, including use of bodies of water for irrigation purposes, damage to landscaping, paint damage to automobiles, buildings, or other structures, and any property damage or personal injuries, fatal or non-fatal, of any kind or character.

C) PERMITTEE, will take full responsibility for any damage which may be caused to existing facilities owned and operated by the SOUTH BROWARD DRAINAGE DISTRICT and which are adjacent to and/or in the proximity of any construction undertaken pursuant to the permit. In addition, the PERMITTEE agrees to be responsible for the reimbursement to SOUTH BROWARD DRAINAGE DISTRICT for all expenses arising out of damage to these facilities.

D) It is the DISTRICT'S policy not to allow any landscaping (i.e. trees, shrubbery, etc.) to be planted or maintained within any of the DISTRICT'S rights-of way or easements or within twenty (20) feet from the edge of any water body at the water control elevation of the basin in which said water body is located.

E) Fence may be permitted to extend perpendicular and/or parallel into lake maintenance easement. It is the District's recommendation that perpendicular fences encroach a minimum of 12' from upland easement line towards the water. Installation of 12' access gates/panels on perpendicular fences from upland easement line towards the water are recommended/optional. A 4' access gate is required on all fences running parallel to water's edge. No wooden material allowed in easement. No visual barriers or obstructed panels shall be built into fences in easement area. Only chain-link type material, pvc picket or aluminum picket fences allowed in easement.

F) The PERMITTEE shall realize that SOUTH BROWARD DRAINAGE DISTRICT'S granting of said permit does not relieve the PERMITTEE from obtaining any other necessary permits, licenses or approvals as may be required from any HOA, CITY, COUNTY, or STATE agencies.

G) The District will review each application on its own merits and determine its impact on the water management works of the District. Therefore, the PERMITTEE shall realize that additional special conditions and/or notes may apply.

H) The PERMITTEE is required to place the Permit ID Placard at the location identified on the permit. Placard shall remain on improvement permanently. PERMITTEE shall contact SBDD for replacement should placard be damaged.

**SOUTH BROWARD DRAINAGE DISTRICT  
IMPROVEMENT(S) PERMIT APPLICATION FORM**

Property Owner or Authorized Representative/Applicant (authorization letter required):

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

**Date:** \_\_\_\_\_

**PERMIT DEPARTMENT**

Approved:        Not Approved:   

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

Date: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## GUIDELINE FOR SEAWALL INSTALLATIONS

All shoreline protection such as seawalls shall have approval from the District prior to construction. No seawall shall be constructed beyond the horizontal location of the basin control elevation or beyond the property line. A complete sealed survey shall be submitted with the application that indicates the property line, the location of water's edge, the location of the water control elevation and the location of the top of bank. The purpose of seawalls shall be to prevent erosion and not to fill the property and create more land. No seawalls will be permitted that interfere with the District's water management facilities, and no seawall shall have a cap elevation greater than 18 inches above the basin control elevation.

Prepared by: SOUTH BROWARD DRAINAGE DISTRICT  
6591 SOUTHWEST 160 AVENUE  
SOUTHWEST RANCHES, FL. 33331

Return to: SOUTH BROWARD DRAINAGE DISTRICT  
6591 SOUTHWEST 160 AVENUE  
SOUTHWEST RANCHES, FL. 33331

Folio No.:

**PERMIT AGREEMENT**  
**(FOR IMPROVEMENTS WITHIN EASEMENTS LOCATED ON**  
**PROPERTY OWNER'S PROPERTY AND ADJACENT WATER BODY PROPERTY)**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, hereinafter referred to as "District", whose address is 6591 S. W. 160th Avenue, Southwest Ranches, FL. 33331, and \_\_\_\_\_, hereinafter referred to as "Property Owners", whose address is \_\_\_\_\_

WITNESSETH

WHEREAS, District is a political subdivision of the State of Florida charged with the responsibility of effecting drainage and water management within its geographical boundaries and approving all subdivision plats and development plans affecting lands within its geographical boundaries; and

WHEREAS, Property Owners are the owners of the property described in Exhibit "A" attached hereto and incorporated herein in its entirety, hereinafter referred to as "Subject Property" and which is further identified by Broward County Property Appraiser Folio No. \_\_\_\_\_; and

WHEREAS, Subject Property lies completely within the geographical boundaries of District; and

WHEREAS, a \_\_\_\_\_ easement (hereinafter referred to as "Easement") dedicated to the District is located on the Subject Property which is adjacent to a lake/water body owned by the District or over which the District has a flowage easement, lake easement and/or other easement rights and which the District either maintains or has the right to maintain and which is hereinafter referred to as "Lake Property"; and

WHEREAS, District has established, in accordance with its rule making authority, that no improvements can be placed or constructed in or over any lake maintenance easement, drainage easement, flowage easement lake easement or other property owned by the District or over which the District has permitting authority without approval and authorization by the District; and

WHEREAS, Property Owners desire an approval from District for themselves, their successors, assigns and heirs for the purpose of obtaining a permit to construct \_\_\_\_\_ hereinafter referred to as "Easement Improvements", within the Easement; and

WHEREAS, in addition to the construction of the Easement Improvements within the Easement, Property Owners desire an approval from District for themselves, their successors, assigns and heirs for the purpose of obtaining a permit to construct \_\_\_\_\_, hereinafter referred to as "Lake Improvements", within the Lake Property; and

WHEREAS, unless otherwise stated, the Easement Improvements and Lake Improvements are hereinafter collectively referred to as "Improvements"; and

WHEREAS, as a condition of approval of the Improvements within the Easement and Lake Property, District requires that certain minimum criteria be complied with and that Property Owners enter into a hold harmless agreement indemnifying District from any and all claims, losses, damage and expenses, arising out of the construction of the Improvements within the Easement and Lake Property; and

WHEREAS, the District's rules, regulations and criteria and the standard permit form issued by District provide that if construction of the Improvements is permitted within the Easement and Lake Property, the Property Owners shall remove that portion of the Improvements which interfere with the operations of the District upon request by the District; and

WHEREAS, the District has determined that due to the method District utilizes in maintaining the lake/water body adjacent to Subject Property, that District will not require the removal of the Easement Improvements from the Easement; and

WHEREAS, the District agrees to delete and rescind the right of District to require Property Owner to remove the Easement Improvements from the Easement; and

WHEREAS, the decision of District's right to require removal of the Easement Improvements from the Easement on Subject Property is based on District's review of District's requirements and obligations to maintain the adjacent lake and easements from the Easement located on Subject Property and is not to be construed or interpreted as a determination by District or change in policy or criteria

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of District that similar improvements constructed within District's easements located on other property adjacent to the lake or water body that Subject Property abuts or any other lake within the District will not have to be removed in the event the District requires said removal for drainage purposes or to maintain the facilities of the District; and

WHEREAS, nothing contained herein is to be interpreted as rescinding District's right to require removal of the Lake Improvements from the Lake Property as provided by this Agreement; and

WHEREAS, nothing contained herein shall be interpreted or construed as deleting or modifying any other condition of the District's permit to property owners or the District's rules, regulations and criteria, unless specifically provided for in this agreement; and

WHEREAS, as a condition of allowing the Improvements to be constructed within the Easement and Lake Property and rescinding District's right to require removal of the Easement Improvements, District requires that Property Owners enter into a hold harmless agreement indemnifying District from any and all claims, losses, damage and expenses, arising out of the construction of the Improvements within the Easement and Lake Property; and

WHEREAS, District has determined and approved by South Broward Drainage District Resolution No. 92-11 that Property Owners owning property adjacent to lakes and certain other water bodies within the District may obtain a permit without Board approval for construction of Improvements within the District's easements and Lake Property so long as the Improvements comply with all of the following criteria:

A. Property Owners shall submit a copy of warranty deed or other acceptable document stating that Property Owners are the owners of Subject Property.

B. Property Owners shall submit a current survey dated no earlier than one (1) year prior to submittal date of the permit/approval request unless the District's Director determines that a current survey is not required. This survey, if required, shall show for the Easement, Lake Property and Subject Property at a minimum, the following data:

- i. Edge of water on date of survey.
- ii. Elevation of water on date of survey and water control elevation for the affected water body.
- iii. Drawings, plat or other acceptable documentation for all platted and recorded easements according to the Broward County Public Records within ten (10) feet of the Improvements.
- iv. All structures located on or within the Easement and Lake Property which the Improvements are proposed to be constructed within.
- v. All underground drainage culverts and other utilities which have been constructed within the Easement and Lake Property.
- vi. Top of bank for adjacent lake with elevation of top of bank.
- vii. Information required for Lake Property shall be for all requested information within (10) feet of the location of the Improvements.

C. Property Owners shall submit a sketch of the proposed Improvements which shows the Subject Property, Easement and Lake Property.

D. The Improvements must further comply with the following criteria:

- i. No encroachments of the Improvements shall be allowed over any platted and/or recorded easements, except as provided by this agreement and shown on the attached drawing/sketch.

- ii. Only material approved by the Broward County edition of the South Florida Building Code or the applicable local government (Broward County or City that the improvements are located in) and the District will be allowed for the Improvements.

- iii. If required by the District, the County or City that the Improvements are located in must sign off or approve the structural integrity of the Improvements to be in accordance with the County or City building code.

- iv. If required by the District, Property Owner shall submit for review and approval an engineering report and drawings which describe and show how the Improvements will be constructed and what precautions are being taken to prevent the Improvements from adversely affecting the District's drainage system.

WHEREAS, District and Property Owners are desirous of entering into an agreement to provide for an approval to permit the construction of the Improvements within the Easement and Lake Property and to rescind District's right to require removal of the Improvements from the Easement;

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NOW, THEREFORE, in consideration of the premises and Ten and No/100 Dollars (\$10.00) and other good and valuable considerations from each to the other, the receipt and sufficiency of which are hereby acknowledged by District and Property Owners, each intending to be legally bound, do hereby represent, warrant and covenant and agree as follows:

1. The foregoing statements are true and correct and are incorporated herein by reference as though set forth verbatim.
2. District agrees to issue permits to Property Owners permitting construction of Improvements within the Easement and Lake Property, provided Property Owners first submit to District for approval, construction plans which are in substantial compliance with the minimum criteria established by District and as stated above. The proposed plans or sketch for these Improvements are attached to this agreement as Exhibit "B".
3. All subsequent owners of Subject Property shall be bound by this Agreement which shall be a covenant running with the land.
4. Property Owners do hereby agree for themselves and their successors, assigns and heirs, with respect to Subject Property on which the Improvements are constructed within the Easement and Lake Property, to indemnify District and hold it harmless from any claims, losses, damages or expenses, specifically and exclusively arising out of the construction of the Improvements within the Easement and Lake Property and also following construction of the Improvements. This indemnification includes but is not limited to any and all personal injuries which may be suffered by any individuals or property damage which may be incurred by any individuals or entities as a result of the construction of the Improvements within the Easement and Lake Property. Property Owners agree to indemnify District from any and all liability, loss or damage District may suffer as a result of such claims, demands, costs or judgments and further agree to take over and defend any such claims brought or actions filed against District with respect to the subject of the indemnity contained in this Agreement. The foregoing indemnity shall include reasonable attorneys' fees and court costs incurred by District including court costs and reasonable attorneys' fees incurred at the trial and all appellate levels. Nothing contained herein shall be deemed, however, to constitute a waiver by District of any limitations of its liability that may be accorded District by virtue of § 768.28 Florida Statutes, or any subsequently enacted similar law.
5. Property Owners shall on the Easement and Lake Property adjacent to Subject Property, restore the lake bank to its original condition or District criteria as it exists on the date of this Agreement should construction of the Improvements within the easement result at any time in the collapse of the lake bank or any other damage to the lake bank. In the event that Property Owners fail to restore the lake bank within thirty (30) days of receiving written notice from District, then District may undertake to perform such lake bank restoration as may be deemed by it to be necessary and Property Owners shall fully reimburse District for the cost of all such lake bank restoration work within thirty (30) days of receiving a bill.
6. Property Owners agree that during and following construction of the Improvements within the Easement and Lake Property, they shall take all reasonable and necessary steps to prevent pollution or damage to the adjacent lake as a result of said construction. In addition, Property Owners agree to be responsible for and reimburse District for all expenses arising out of pollution or damage to the adjacent lake resulting from said construction.
7. Property Owners agree to maintain the Improvements built by Property Owners or with their permission, in or on the Easement and Lake Property and Property Owners agree to fully and completely indemnify and hold harmless District, its successors and assigns for damages because of bodily injury or death resulting therefrom, sustained by any person or persons, or because of any damage to real property or personal property of District or of any person or entity due to any act or omission of Property Owners, their employees, subcontractors, designees or agents and in or on the Easement and Lake Property.
8. Property Owners agree that in the event District requires the use of the Easement or Lake Property in which the Improvements are constructed, the District shall notify Property Owners within thirty (30) days that such use may be required. In this event, District agrees to use reasonable precaution to prevent damage to the Improvements. However, notwithstanding the foregoing, in the event the District damages any portion of the Improvements, the Property Owners agree to be responsible for the construction and expenses necessary to restore the Improvements to their permitted condition. In addition, Property Owners acknowledge and agree that District shall not be required to restore the Improvements or pay any monies toward the cost of restoring the Improvements. All construction necessary to restore the Improvements must comply with the District's criteria and requirements of this Agreement.
9. Notwithstanding the provisions of the previous paragraph, Property Owners agree that in the event the District shall have a reasonable permanent use of the Lake Property, that within thirty (30) days notice by District, Property Owners, their successors, assigns and heirs, shall remove the Lake Improvements approved by this agreement. In this event, the lake bank, and/or lake

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maintenance easement and/or lake shall be restored to its original condition or District criteria as it exists on the date of this Agreement. Notwithstanding the foregoing, in the event there is not a permanent need for said property but there is a temporary basis which need is reasonable for reasonable use of the Lake Property, District shall use all reasonable means to avoid the necessity of removing any part of the Lake Improvements. If after attempts to use said property temporarily without removing the Lake Improvements fail or are reasonably determined to be impossible or unreasonably inconvenient, then and in that event, upon the giving of thirty (30) days notice to the then owner of Subject Property, Property Owners, their successors, assigns or heirs shall remove so much of the Lake Improvements as may be reasonably necessary to permit District to effectuate the temporary use. Thereafter, and upon notice from District that said temporary need or use has been fulfilled and is no longer necessary, Property Owners, their assigns or heirs shall be permitted to replace so much of the Lake Improvements as may be reasonably necessary. In this event, Property Owners, their successors, assigns or heirs shall be permitted to replace so much of the Lake Improvements which were removed, so long as the construction necessary to complete replacement of the Lake Improvements complies with District's criteria and requirements of this Agreement.

10. Property Owners, their successors, assigns and heirs agree that if it is necessary for District to remove the Lake Improvements constructed pursuant to this Agreement and to restore the lake bank and/or maintenance easement and/or lake, that Property Owners, their successors, assigns and heirs will reimburse District for any and all costs incurred to effect said removal and restoration, including attorneys' fees and costs expended in connection with such removal and restoration.

11. Property Owners agree that if it is necessary for District to restore the Easement, Lake Property, lake bank and/or any part of the Improvements and/or remove and/or replace any part of the Lake Improvements, that Property Owners will reimburse District for any and all costs incurred to effect said removal, restoration and/or replacement, including attorneys' fees and costs expended in connection with such removal, restoration and replacement.

12. Notwithstanding the provisions of Paragraph No. 8 and 9 of this Agreement, if an emergency condition or situation arises, as solely determined by the District, District may proceed with such work as is necessary to alleviate said emergency condition or situation without being liable to the Property Owner for any damage which may occur to the Improvements. In this event, District agrees to make a reasonable effort to contact the Property Owners to give Property Owners the opportunity to protect the improvements or assist District in the work necessary to alleviate said emergency condition or situation.

13. Any expenses including reasonable attorney's fees incurred by District as a result of the indemnification contained in this agreement and/or in restoring the Easement, Lake Property, lake bank or Improvements or removing and replacing the Lake Improvements, shall be paid to District by Property Owners within thirty (30) days after receiving a bill. In the event payment is not received within thirty (30) days of billing, then the District shall be entitled to file a lien in the Broward County Public Records upon Subject Property for all expenses including reasonable attorney's fees, together with interest thereon at eighteen percent (18%) per year or the highest nonusurious rate allowed by law, whichever is less and all costs of collection, including reasonable attorney's fees at all trial and appellate levels. In the further event that District is required to foreclose its lien, then and in such event, District will be entitled additionally to receive its reasonable attorneys' fees and costs expended in connection with such foreclosure or collection procedure.

14. Property Owners by signing this agreement acknowledge that District is only permitting occupancy of the Easement and Lake Property by the Improvements, that District has not reviewed and will not review, acknowledge or comment on the structural integrity or sufficiency of the Improvements and that Property Owners are solely responsible for the structural integrity and sufficiency of the Improvements.

15. Property Owners further acknowledge that the Improvements will be constructed in substantial compliance with the sketch or plans attached to this Agreement as Exhibit "B".

16. No changes, additions or modifications to the Improvements as approved by this Agreement shall be permitted without approval of the District Board of Commissioners. In addition, if the Improvements are removed for any reason, Property Owner shall not replace same without approval of the District.

17. All notices of request, demand and other communications hereunder shall be addressed to the parties as follows:

As to District:

South Broward Drainage District  
Attn: District Director,  
6591 S. W. 160th Avenue  
Southwest Ranches, Florida 33331

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As to Property Owners:

Name:  
Address:

or to the record owners of Subject Property according to the Broward County Property Appraiser's Office if the original Property Owners are no longer the owners of the Subject Property.

unless the address is changed by the party by notice given to the other parties. Notice shall be in writing, mailed certified mail, return receipt requested, postage prepaid and shall be deemed delivered when mailed or upon hand delivery to the address indicated.

Notwithstanding the foregoing, notices, requests or demands or other communications referred to in this agreement may be sent by facsimile, telegraph or private courier, but shall be deemed to have been given when received.

18. No waiver of any provision of this agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

19. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which will constitute one and the same agreement.

20. This agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors, assigns and grantees.

21. This agreement shall be construed and interpreted according to the laws of the State of Florida and the venue with respect to any litigation with respect to this Agreement shall be Broward County, Florida.

22. All terms and words used in this agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

23. This agreement shall not be modified (and no purported modification thereof shall be effective) unless in writing and signed by the party to be charged.

24. The exhibits hereto contain additional terms of this agreement. Typewritten or handwritten provisions inserted in this agreement or exhibit (and initialed by the parties) shall control all printed provisions in conflict therewith.

25. Whenever approvals of any nature are required by either party to this agreement, it is agreed that same shall not be unreasonably withheld.

26. This agreement shall be severable and if any part or portion of this agreement shall be found to be invalid or unenforceable, such findings shall not affect the remainder of this agreement.

27. Property Owners shall reimburse District and pay for any and all reasonable costs incurred by District incidental to entering into the terms of this agreement, including but not limited to engineering fees, surveying costs, attorneys' fees, recording costs and any other necessary expenses.

28. This agreement merges and supersedes any and all previous agreements on this subject matter between the parties, whether oral or written, and constitutes the entire agreement between the parties.

29. This agreement shall be recorded in the public records of Broward County, Florida with Property Owners to pay the full cost thereof.

WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered  
in the presence of:

"DISTRICT" (South Broward Drainage District)

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
SCOTT HODGES, Chairperson

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

Attest:

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
ROBERT E. GOGGIN IV, Secretary

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

STATE OF FLORIDA        )  
                                  )§  
COUNTY OF BROWARD    )

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Scott Hodges and Robert E. Goggin IV, as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

WITNESS my hand and official seal in the county and state last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_,

[NOTARY SEAL OR STAMP]

\_\_\_\_\_  
Notary Public:  
State of Florida at Large

\_\_\_\_\_

\_\_\_\_\_ "Property Owner(s)"

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

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness Signature

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Print Witness Name

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Witness Signature

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

STATE OF FLORIDA                    )  
                                                  ) §  
COUNTY OF BROWARD                )

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ as Property Owner, who is personally known to me [OR] (who has produced \_\_\_\_\_ [TYPE OF IDENTIFICATION] as identification).

WITNESS my hand and official seal in the county and state last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[NOTARY SEAL OR STAMP]

\_\_\_\_\_  
Notary Public:  
State of Florida at Large

STATE OF FLORIDA                    )  
                                                  ) §  
COUNTY OF BROWARD                )

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ as Property Owner, who is personally known to me [OR] (who has produced \_\_\_\_\_ [TYPE OF IDENTIFICATION] as identification).

WITNESS my hand and official seal in the county and state last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[NOTARY SEAL OR STAMP]

\_\_\_\_\_  
Notary Public:  
State of Florida at Large