

SOUTH BROWARD DRAINAGE DISTRICT

6591 S.W. 160th 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**

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: _____

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

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

FOLIO #:

AGREEMENT
IRRIGATION INTAKE LINES IN LAKE/LAKE MAINTENANCE EASEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 200____, by and between SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, hereinafter referred to as "District", and _____, hereinafter referred to as "Property Owners".

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 lake maintenance easement dedicated to the District is located on the Subject Property which is adjacent to a lake owned/operated by the District or over which the District has a lake maintenance easement and/or other easement rights and which the District either maintains or has the right to maintain; 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/lake maintenance 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 and place an Irrigation line _____ inches in diameter, hereinafter referred to as "Improvements", within the lake/lake maintenance easement; and

WHEREAS, as a condition of approval of the Improvements within the lake/lake maintenance easement, 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 lake/lake maintenance easement; and

WHEREAS, the District's rules, regulations and criteria and the standard permit form issued by District provide that if construction of the Improvements are permitted within the lake/lake maintenance easement, 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, 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 lake/lake maintenance easement, 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 lake/lake maintenance easement; and

WHEREAS, District has determined that Property Owners owning property adjacent to and including water bodies within the District may obtain a permit for construction of Improvements within the District's lake/lake maintenance easements 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 the lake/lake maintenance easement on the property owner's property.
- C. Property Owners shall submit a sketch of the proposed Improvements which shows the property owner's property and lake/lake maintenance easement.

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, City or Town that the improvements are located in) and the District will be allowed for the Improvements.
- iii. If required by the District, the County, City or Town that the Improvements are located in must sign off or approve the Improvements to be in accordance with the County, City or Town 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 permit the construction of the Improvements within the lake/lake maintenance easement;

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 the Improvements within the lake/lake maintenance easement, provided Property Owners first submit to District for approval, plans describing the location of the irrigation intake lines. 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 lake/lake maintenance easement, 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 lake/lake maintenance easement 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 lake/lake maintenance easement. 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 lake/lake maintenance easement adjacent to or a part of property owner's 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 ten (10) working 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 lake/lake maintenance easement, 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 lake/lake maintenance easement 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 lake/lake maintenance easement.

8. Property Owners, their successors, assigns and heirs agree that if it is necessary for District to remove the Improvements constructed pursuant to this Agreement and to restore the lake bank and/or lake maintenance easement, 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.

9. Property Owners agree that if it is necessary for District to restore the lake/lake maintenance easement, lake bank and/or any part of the Improvements and/or remove and/or replace any part of the 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.

10. 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 lake/lake maintenance easement, lake bank or Improvements or removing and replacing the 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.

11. Property Owners by signing this agreement acknowledge that District is only permitting occupancy of the lake/lake maintenance easement 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.

12. 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.

13. 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

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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

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

22. 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.

23. 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.

24. 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.

25. 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

Attest:

Print Witness Name

By: Robert E Goggin IV, Secretary

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 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)"

Witness Signature

By: _____
Signature

Print Witness Name

Print Name

Witness Signature

Print Witness Name

By: _____
Signature

Witness Signature

Print Witness Name

Print 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