

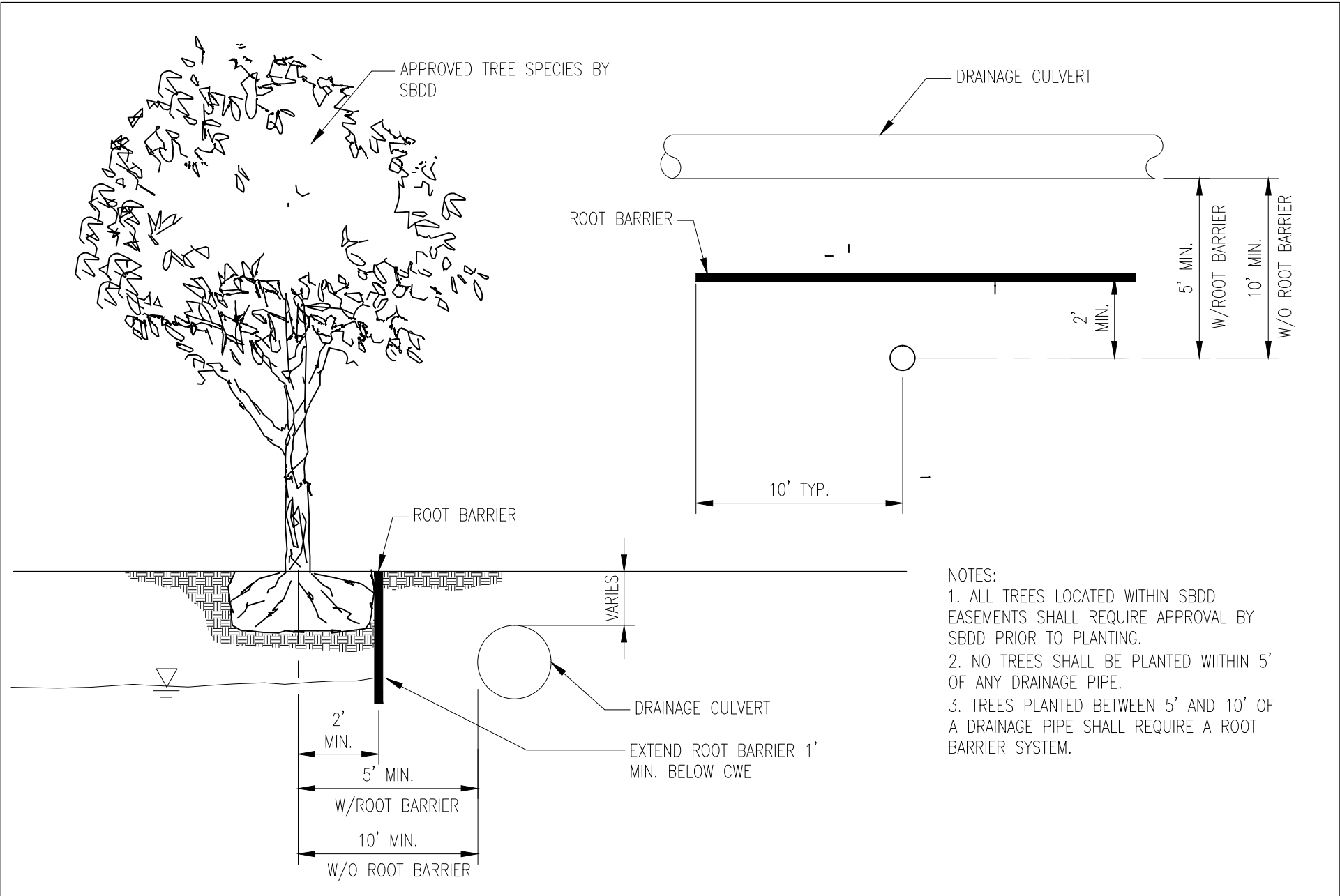


# SOUTH BROWARD DRAINAGE DISTRICT

## RESIDENTIAL PERMIT GUIDELINES – LANDSCAPING

- 1) Provide a copy of the **Homeowner's Association Approval Letter** (if applicable).
- 2) Provide a clear, legible and updated copy of the **Property Survey**. The survey shall be signed and sealed by the Professional Land Surveyor that completed the survey. Also, make sure you include all pages of the survey.
- 3) **Identify on your property survey the location of the landscaping to be installed within the easement area** (do not use highlighter). Landscaping shall not be planted within 5 feet from any drainage pipe and a root barrier system may be required for trees within the drainage easement. Please refer to Exhibit 31 of SBDD's Criteria Manual which is attached.
- 4) Provide a complete copy of the **Warranty Deed** for the property. Warranty Deed shall include the legal description of the property.
- 5) Provide original copy of the **SBDD Indemnification Agreement** executed by all property owners of the property. The SBDD Indemnification Agreement is attached.
- 6) Provide completed **Residential Permit Application**.
- 7) Provide **Application Fee** of \$ 125.00. Fees shall be provided in the form of a check or money order made payable to: SOUTH BROWARD DRAINAGE DISTRICT. Please note that CASH or CREDIT CARDS are not a viable form of payment.
- 8) The proposed improvements shall meet the following minimum **Design Criteria**:

All District easement areas shall be kept free of trees, shrubs, hedges and other landscaping unless approved by the District. The District may allow existing landscaping to remain in District easement areas where drainage culverts are located, provided that the property owner verifies that the landscaping is not adversely impacting the drainage culvert. This verification shall be in the form of an approved inspection procedure, witnessed by the District, or certified by a Florida Registered Professional Engineer, and shall be completed as part of the 5-year re-certification of the drainage system. See Chapter 4 for additional information on Easements, Dedications and Maintenance Responsibilities and Chapter 8 for additional information on Landscaping. A permit is required for landscaping to be planted in LMEs and a Hold harmless & Indemnification Agreement is required.



- NOTES:
1. ALL TREES LOCATED WITHIN SBDD EASEMENTS SHALL REQUIRE APPROVAL BY SBDD PRIOR TO PLANTING.
  2. NO TREES SHALL BE PLANTED WITHIN 5' OF ANY DRAINAGE PIPE.
  3. TREES PLANTED BETWEEN 5' AND 10' OF A DRAINAGE PIPE SHALL REQUIRE A ROOT BARRIER SYSTEM.



# SOUTH BROWARD DRAINAGE DISTRICT

## **RESIDENTIAL PERMIT APPLICATION - INSTRUCTIONS**

- 1) Identify and Select the **TYPE** of your Residential Permit Application –
  - a. NEW PERMIT – 1<sup>st</sup> time submitting for a permit for the proposed improvement.
  - b. REVISIONS/MODIFICATION – Need to make changes to the proposed improvement on your open permit.
  - c. PERMIT EXTENSION – Need to request more time to complete the improvement.
  - d. POOL REVIEW – Need to have SBDD sign-off on pool being built on a water-front lot.
- 2) **OWNER OF PROPERTY** – Provide property owner information such as Name, Address, Phone and e-mail.
- 3) **LOCATION OF WORK** – Provide the Address and City where the work will be completed along with the Subdivision or Community Name. In addition, using the property survey or warranty deed identify the Lot, Block, and Parcel if applicable. Provide the Property ID or Folio # for the property and the Gate Code for the community if the property falls within a gated community. The Property ID or Folio # can be obtained from the Broward County Property Appraiser's website at [www.bcpa.net/RECMENU.asp](http://www.bcpa.net/RECMENU.asp) by completing a Property Search.
- 4) **PROPOSED IMPROVEMENT(S) – CHECK ALL THAT APPLY** – Select all improvements that are proposed to be constructed within the easement area or water body.
- 5) **DESCRIPTION OF IMPROVEMENT(S)** – Provide a description of the proposed improvements that fall within the easement area or water body.
- 6) **PROPOSED IMPROVEMENT/INSTALLATION ENCROACHES IN THE FOLLOWING DISTRICT EASEMENT(S)** – Select the easement(s) where the proposed improvement will be installed. Review the property survey to identify which easement(s) are on the property. Please note that sometimes the property survey may not show all the underlying easements of record for the property if the surveyor did not perform a title search.
- 7) **AUTHORIZED REPRESENTATIVE/APPLICANT OTHER THAN OWNER (IF APPLICABLE)** – Provide the name and contact information for an authorized representative allowed to discuss and process the permit application other than the owner. Provide a notarized letter indicating that said person or contractor is your Authorized Representative. Provide information for the Contractor that will be completing the work if it is not to be completed by the property owner. Please include the Contractor's License #, Phone and e-mail address.
- 8) **REFER TO RESIDENTIAL PERMIT GUIDELINES** – specific for your proposed improvement.
- 9) **APPLICATION FEE** – Provide required application fee for your improvement. Fees shall be provided in the form of a check or money order made payable to: SOUTH BROWARD DRAINAGE DISTRICT. Please note that CASH or CREDIT CARDS are not a viable form of payment.
- 10) Please note that a physical inspection of the property will be completed by SBDD before an application can be approved and the permit issued. It approximately takes one (1) week from the date of the submittal to process the permit.
- 11) After-the-fact permits for existing improvements may be subject to additional permit fees as stipulated in Chapter 5 of SBDD's Criteria Manual.



# SOUTH BROWARD DRAINAGE DISTRICT RESIDENTIAL PERMIT APPLICATION

FOR DISTRICT USE ONLY
APPLICATION #:
PLACARD #:
PERMIT FEE: \$
PAID BY:

TYPE:  NEW PERMIT  REVISION/MODIFICATION  PERMIT EXTENSION  POOL REVIEW

### OWNER OF PROPERTY

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

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

PHONE: \_\_\_\_\_ ALTERNATE PHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

### LOCATION OF WORK

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

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

PROPERTY ID OR FOLIO #: \_\_\_\_\_ GATE CODE: \_\_\_\_\_

### PROPOSED IMPROVEMENT(S) – CHECK ALL THAT APPLY

- FENCE  IRRIGATION INTAKE LINE  DOCK  DECK  EROSION PROTECTION/SEAWALL  
 ELECTRIC  BOAT STORAGE AREA  FOUNTAIN  BRICK PAVERS  
 OTHER: \_\_\_\_\_

### DESCRIPTION OF IMPROVEMENT(S)

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

### PROPOSED IMPROVEMENT/INSTALLATION ENCROACHES IN THE FOLLOWING DISTRICT EASEMENT(S)

- DRAINAGE EASEMENT  LAKE MAINTENANCE EASEMENT  CANAL EASEMENT  OTHER: \_\_\_\_\_

### AUTHORIZED REPRESENTATIVE/APPLICANT OTHER THAN OWNER (IF APPLICABLE)

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

COMPANY NAME: \_\_\_\_\_ LICENSE #: \_\_\_\_\_

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

PHONE: \_\_\_\_\_ ALTERNATE PHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_



# SOUTH BROWARD DRAINAGE DISTRICT

## RESIDENTIAL PERMIT APPLICATION

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. BY SIGNATURE BELOW, APPLICANT AGREES TO THE SPECIAL CONDITIONS AS OUTLINED ON PAGES 3 AND 4 OF THIS APPLICATION.

AUTHORIZED REPRESENTATIVE/APPLICANT (AUTHORIZATION LETTER REQUIRED) AND/OR PROPERTY OWNER:

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SIGNATURE

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PRINT NAME

TITLE

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DATE

### INSPECTION DEPARTMENT

PRE-PERMIT INSPECTION BY: \_\_\_\_\_

PRE-PERMIT INSPECTION DATE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

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### PERMIT DEPARTMENT

APPROVED:  NOT APPROVED:

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

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## SOUTH BROWARD DRAINAGE DISTRICT

### RESIDENTIAL PERMIT APPLICATION

#### SPECIAL CONDITIONS:

- A) IN THE EVENT THE SOUTH BROWARD DRAINAGE DISTRICT WISHES TO OBTAIN INGRESS AND EGRESS TO ITS EASEMENTS OR RIGHTS-OF-WAY OR CANAL RESERVATIONS FOR THE PURPOSES OF MAINTENANCE, OR CONSTRUCTION OF A BODY OF WATER, OR DRAINAGE IMPROVEMENTS, THE REMOVAL AND REINSTALLATION OF ANY CONSTRUCTION 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 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 OR OPERATED BY THE SOUTH BROWARD DRAINAGE DISTRICT AND WHICH ARE ADJACENT TO 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) PERMITTEE AGREES TO BE FULLY, COMPLETELY AND TOTALLY RESPONSIBLE FOR ANY AND ALL ACTIONS OR CAUSES OF ACTION, CLAIMS, DEMANDS, LIABILITIES, LOSS, DAMAGE, OR EXPENSES, INCLUDING ATTORNEY FEES WHICH MAY ARISE OUT OF NEW CONSTRUCTION WORK TO BE UNDERTAKEN UNDER THIS PERMIT. IT IS FURTHER ACKNOWLEDGED THAT THE SOUTH BROWARD DRAINAGE DISTRICT HAS NO OBLIGATIONS OR RESPONSIBILITIES REGARDING THE IMPROVEMENTS TO BE CONSTRUCTED PURSUANT TO THIS PERMIT AND THAT ANY DAMAGE WHICH MAY BE CAUSED TO THE CONSTRUCTION WORK TO BE UNDERTAKEN UNDER THIS PERMIT SHALL BE REPAIRED BY THE PERMITTEE AND THAT THE SOUTH BROWARD DRAINAGE DISTRICT SHALL HAVE NO OBLIGATION TO REPAIR OR BE RESPONSIBLE FOR ANY DAMAGE WHICH MAY BE CAUSED TO THE CONSTRUCTION WORK TO BE UNDERTAKEN UNDER THIS PERMIT AS A RESULT OF THE ACTIVITIES OF THE SOUTH BROWARD DRAINAGE DISTRICT.
- E) BEGINNING WITH THE COMMENCEMENT OF THE CONSTRUCTION OF THE IMPROVEMENTS DEPICTED ON THE PLANS FOR WHICH THIS PERMIT IS ISSUED, THE PERMITTEE AGREES TO INDEMNIFY THE SOUTH BROWARD DRAINAGE DISTRICT AND HOLD IT HARMLESS FROM ANY CLAIMS ARISING OUT OF CONSTRUCTION WORK PERFORMED BY THE PERMITTEE OR ITS CONTRACTORS. THE PERMITTEE FURTHER AGREES TO INDEMNIFY AND SAVE HARMLESS THE SOUTH BROWARD DRAINAGE DISTRICT, BOTH DURING AND FOLLOWING CONSTRUCTION OF THE PROPOSED IMPROVEMENTS, FROM AND AGAINST ANY AND ALL ACTIONS OR CAUSES OF ACTION, CLAIMS, DEMANDS, LIABILITIES, LOSS, DAMAGE OR EXPENSE, INCLUDING ATTORNEY FEES, WHETHER INCURRED UNDER RETAINER, SALARY OR OTHERWISE WHICH THE SOUTH BROWARD DRAINAGE DISTRICT MAY SUSTAIN OR INCUR BY REASON OR IN CONSEQUENCE OF THE ISSUANCE OF THE PERMIT FOR THE APPLICATION TO WHICH THESE SPECIAL CONDITIONS ARE ATTACHED AND THE CONSTRUCTION WHICH IS COMPLETED UNDER THIS PERMIT. FURTHERMORE, UPON DEMAND, THE PERMITTEE FURTHER AGREES TO TAKE OVER AND DEFEND ANY SUCH CLAIMS BROUGHT OR ACTIONS FILED AGAINST THE SOUTH BROWARD DRAINAGE DISTRICT IN RESPECT TO THE SUBJECT OF THE INDEMNITY CONTAINED IN THIS AGREEMENT.
- F) IT IS THE DISTRICT'S POLICY NOT TO ALLOW ANY LANDSCAPING TO BE PLANTED OR MAINTAINED WITHIN ANY OF THE DISTRICT'S RIGHTS-OF-WAY, EASEMENTS, OR CANAL RESERVATIONS, OR WITHIN 20 FEET FROM THE EDGE OF ANY WATER BODY AT THE CONTROL WATER ELEVATION.



## **SOUTH BROWARD DRAINAGE DISTRICT**

### **RESIDENTIAL PERMIT APPLICATION**

- G) 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.
  
- H) 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 NOTES MAY APPLY.
  
- I) 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.
  
- J) FENCES MAY BE PERMITTED TO EXTEND PERPENDICULAR AND/OR PARALLEL INTO A LAKE MAINTENANCE EASEMENT. IT IS THE DISTRICT'S RECOMMENDATION THAT PERPENDICULAR FENCES ENCROACH A MINIMUM OF 12 FEET FROM THE UPLAND EASEMENT LINE TOWARDS THE WATER. INSTALLATION OF 12 FOOT ACCESS GATES/PANELS ON PERPENDICULAR FENCES FROM THE UPLAND EASEMENT LINE TOWARDS THE WATER ARE RECCOMENDED/OPTIONAL. A 4 FOOT ACCESS GATE IS REQUIRED ON ALL FENCES RUNNING PARALLEL TO WATER'S EDGE. NO WOODEN FENCE MATERIAL IS ALLOWED IN EASEMENT. NO VISUAL BARRIERS OR OBSTRUCTED PANELS SHALL BE BUILT INTO FENCES IN EASEMENT AREA. ONLY CHAIN-LINK TYPE MATERIAL, PVC PICKET/RAIL OR ALUMINUM PICKET/RAIL FENCES ARE ALLOWED IN EASEMENT.

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 OWNERS PROPERTY ONLY)**

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, Florida 33331 and \_\_\_\_\_, hereinafter referred to as "Property Owners", whose address is \_\_\_\_\_.

W I T N E S S E T H

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

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 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 ("Improvements"), within the Easement; and

WHEREAS, as a condition of the Improvements within the 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 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 is permitted within the Easements, 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, it is unlikely that District will require the removal of the Improvements from the Easement; and

WHEREAS, except as otherwise provided for in this Agreement, the District agrees to delete and rescind the right of District to require Property Owner to remove the Improvements from the Easement; and

WHEREAS, the decision of District's right to require removal of the 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 of District



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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 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 rescinding District's right to require removal of the 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

WHEREAS, District has determined and approved by South Broward Drainage District Resolution No. 2012-10 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 so long as the property owners enter into an Indemnification and Hold Harmless Agreement with the District and comply with all other District criteria for obtaining said permit, and;

WHEREAS, District and Property Owners are desirous of entering into an agreement to permit the construction of the Improvements within the easement and to rescind District's right to require removal of the Improvements;

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, 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, 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 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. 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, 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.

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7. Property Owners agree to maintain the Improvements built by Property Owners or with their permission, in or on the 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 Easement.

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

10. Notwithstanding the provisions of Paragraph No. 8 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.

11. 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 bank or 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.

12. Property Owners by signing this agreement acknowledge that District is only permitting occupancy of the 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.

13. 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".

14. 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.

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

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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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

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

24. 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.

25. 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.

26. 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.

27. 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 Address

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

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

\_\_\_\_\_  
Witness Address

Attest:

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

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

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

\_\_\_\_\_  
Witness Address

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

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

\_\_\_\_\_  
Witness Address

STATE OF FLORIDA                    )  
  )  
COUNTY OF BROWARD        )

The foregoing Agreement was acknowledged before me by means of [\_\_] physical presence or [\_\_] online notarization, 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.

(NOTARY SEAL OR STAMP)

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

\_\_\_\_\_  
Typed, Printed, or Stamped Name of Notary

They are \_\_\_ Personally known OR \_\_\_ Produced Identification

Type of Identification Produced: \_\_\_\_\_

"Property Owner(s)" or Authorized Representative

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

By: (X) \_\_\_\_\_

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

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

\_\_\_\_\_  
Witness Address

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

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

\_\_\_\_\_  
Witness Address

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

By: (X) \_\_\_\_\_

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

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

\_\_\_\_\_  
Witness Address

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

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

\_\_\_\_\_  
Witness Address

STATE OF FLORIDA                    )  
  )'  
COUNTY OF BROWARD    )

The foregoing Agreement was acknowledged before me by means of [\_\_] physical presence or [\_\_] online notarization, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_ as Property Owner or Authorized Representative.

(NOTARY SEAL OR STAMP)

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

\_\_\_\_\_  
Typed, Printed, or Stamped Name of Notary

They are \_\_ Personally known OR \_\_ Produced Identification

Type of Identification Produced: \_\_\_\_\_

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STATE OF FLORIDA                    )  
  )'  
COUNTY OF BROWARD    )

The foregoing Agreement was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_ as Property Owner or Authorized Representative.

(NOTARY SEAL OR STAMP)

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

\_\_\_\_\_  
Typed, Printed, or Stamped Name of Notary

They are \_\_\_ Personally known OR \_\_\_ Produced Identification

Type of Identification Produced: \_\_\_\_\_