

PREPARED BY:
Mary M. Viator, Esquire
Caldwell Pacetti Edwards Schoech and Viator, LLP
One Clearlake Center, Suite 600
250 South Australian Avenue
West Palm Beach, Florida 33401

RETURN TO:
Loxahatchee Groves Water Control District
Post Office Box 407
Loxahatchee, Florida 33470

Property Appraisers Parcel
Identification (Folio) Number(s): _____

_____[Space above this line for recording data.]_____

**LOXAHATCHEE GROVES WATER CONTROL DISTRICT
STANDARD PERMIT**

THIS PERMIT, granted this _____ day of _____, 2010, by Loxahatchee Groves Water Control District, hereinafter referred to as the "District", 101 West "D" Road, P. O. Box 407, Loxahatchee, Florida 33470-0407, to _____, hereinafter referred to as the "Permittee", is a non-exclusive permit to _____ as shown on the plans and specifications identified as permit number _____.

WITNESSETH:

1. Permittee agrees to obtain any necessary consents from the owners of the subject property, in the event the District does not own said lands; to obtain any and all applicable federal, state and local permits required in connection with Permittee's use of the land; and at all times, to comply with all requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the lands by Permittee pursuant to this Permit. The District, however, assumes no duty to insure that any such authorizations have been obtained. Permittee is the owner of lands adjacent to the property that is the subject of the permit; said adjacent property is more particularly described in the attached Exhibit "A", and will benefit from this permit.
2. Permittee understands and agrees that the use of the property pursuant to this Permit is subordinate to the rights and interest of the District and to the extent applicable, that of the landowner. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations by the District whatsoever regarding the District's right, title or ownership as to the subject property for which this Permit is sought.
3. District specifically reserves the right to maintain its facilities located on the property, to make improvements; add additional facilities; maintain, construct or alter roads, maintain any facilities, devise or improvements on the property which aid in, or are necessary to, District operation; and the right to enter upon the lands at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the District, from time to time, may require Permittee, at Permittee's sole cost and expense, to relocate, alter or remove its facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the District, in its reasonable opinion, from properly and faithfully constructing, improving and maintaining its facilities. District retains the right to enter upon the lands and make said relocation, alterations or removal of Permittee's facilities, equipment and other improvements if Permittee fails to do so within a reasonable time, and Permittee hereby agrees to reimburse District for all its costs and expenses incurred in connection therewith upon demand.
4. Permittee agrees that it will not use the property in any manner which materially interferes with the District's use of lands or causes a hazardous condition to exist.
5. The District assumes no responsibility for the ownership, operation and/or maintenance of the facilities permitted herein.
6. Permittee shall adhere to the General Conditions attached hereto and made a part hereof.
7. Permittee shall, at its own expense, promptly repair or replace any and all damage to the facilities, roads and rights-of-way of the District resulting from the installation, operation, maintenance, repair or removal of the above, and restore same to a condition substantially equal to that which existed immediately prior to infliction of the damage.
8. Permittee shall, at its own expense, promptly repair or replace any and all damage to the facilities of others resulting from the installation, operation, maintenance, repair or removal of the above and restore same to a condition substantially equal to that which existed immediately prior to infliction of the damage.
9. Permittee shall, at its own expense, upon sixty (60) days' written notice (or, in the event of an emergency, upon such notice as is reasonable under the circumstances), to Permittee from the District, remove or relocate any facility of the Permittee that is found by the District to be interfering in any material way with the safe, convenient or continuous use, maintenance or repair of any District facility or road. Failure or neglect of the Permittee to remove or relocate such facility within the allocated time may result in District's removal or relocation of said facility, wherein the Permittee shall promptly pay the District for all District expenses incurred by such removal or relocation.
10. Permittee shall, at its own expense and within a reasonable time, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the District.
11. Permittee does hereby indemnify and hold harmless the District, its Board of Supervisors, officers, agents and personnel against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out of, or result from, the implementation of the proposed project of the Permittee.
12. If Permittee shall violate any of the terms or conditions of this Permit, or shall not correct or remedy same within thirty (30) days of receiving written notice from the Board of Supervisors of the District or its duly authorized representative, then, and in that event, said Board of Supervisors may, at its option, revoke, cancel and terminate this Permit.
13. The rights and obligations contained herein shall be binding upon the Permittee, the District and their successors and assigns, provided, however, that the rights and obligations of the Permittee shall not be separated from, and shall run with, ownership of the property described in the attached Exhibit "A" (or, if said property is subdivided, that portion thereof to which the Structure is physically connected). The parties agree that a copy of this Agreement may be recorded in the Public Records of Palm Beach County, Florida.
14. If any of the works which are the subject of this Permit are conveyed, assigned, transferred, gifted to any third party or are operated by a third party, then the Permittee shall be obligated to provide a copy of this Permit and its conditions to said successor, assign or operating entity. Further, such successor, assign, or operating entity shall be obligated to comply with all of the conditions of this Permit.
15. If either Party hereto is required to bring a court action to enforce the provisions of this Permit, the non-prevailing party in such action shall be responsible for all reasonable expenses, including, but not limited to, attorneys fees and litigation expenses. In the event of any litigation regarding the Permit or this Agreement, the parties agree that venue thereof shall be had only in the courts of Palm Beach County, Florida. The terms and provisions of this Agreement and the Permit shall be construed and interpreted according to the laws of the State of Florida.

NOTE: The District assumes no responsibility for the ownership, operation and/or maintenance of the facilities permitted herein.

WITNESSES:

LOXAHATCHEE GROVES WATER CONTROL DISTRICT

(1) _____
Print Name: _____

By: _____
Name typed: DAVID DEMAROIS
Title: CHAIR

(2) _____
Print Name: _____

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

DISTRICT

The foregoing instrument was acknowledged and subscribed before me this _____ day of _____, 2010, by DAVID DEMAROIS, as CHAIR of LOXAHATCHEE GROVES WATER CONTROL DISTRICT, an independent special district under the laws of the State of Florida, on behalf of said District. He is personally known to me or has produced _____ [type of identification] as identification and did take an oath.

(NOTARY SEAL)

Print Name: LYNNETTE R. BALLARD
Notary Public
My Commission Expires: JUNE 11, 2014

[SPACE ABOVE THIS LINE FOR DISTRICT USE ONLY.]

FIRST PERMITTEE SIGNATURE BLOCK:

WITNESSES:

PERMITTEE:

(1) _____
Print Name: _____

By: _____
Name typed: _____

(2) _____
Print Name: _____

NOTARY:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by _____, who is personally known to me or who has produced _____ [type of identification] as identification and who did take an oath.

(NOTARY SEAL)

Print Name: _____
Notary Public
My Commission Expires: _____

SECOND PERMITTEE SIGNATURE BLOCK (IF MORE THAN ONE OWNER):

WITNESSES:

PERMITTEE:

(1) _____
Print Name: _____

By: _____
Name typed: _____

(2) _____
Print Name: _____

NOTARY:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by _____, who is personally known to me or who has produced _____ [type of identification] as identification and who did take an oath.

(NOTARY SEAL)

Print Name: _____
Notary Public
My Commission Expires: _____

GENERAL CONDITIONS

AS THE PERMITEE AND AS THE OWNER OF THE PROPERTY BEING SERVED BY THE PERMITTED CONSTRUCTION, I DO UNDERSTAND AND AGREE TO THE FOLLOWING CONDITIONS:

A. GENERAL

1. This Permit does not constitute a waiver or approval of any other permit from other agencies which may be required for the total project.
2. Notification shall be given to the District Engineer forty-eight (48) hours prior to commencement of construction. The District Engineer shall establish points of construction that require inspection, if any. When the work is deemed completed, a final inspection shall be held by the District Engineer in the presence of an authorized representative of the Permittee.
3. The installation shall be constructed in full accordance with the approved plans and specifications. Deviations from the plans shall be coordinated with the District Engineer.
4. Permittee must complete all construction, and obtain a final release from the District Engineer for the constructed installation within one year from its issue date; otherwise, this Permit is voided and all rights hereunder revoked absent a request for, and approval of, a Permit extension.
5. When working in District road rights-of-way, not more than one-half ($\frac{1}{2}$) of the road or street shall be closed and traffic shall be controlled so as to provide minimum hindrance. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication. "Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations."
6. The Permittee shall protect the District against liability, public or private, resulting from their operation hereunder. The District Engineer is deemed the final authority as to the quality and quantity of work required to satisfy the terms and conditions of the Permit.
7. This Permit shall not be construed as a representation that the District has sole authority with respect to the pertinent property.
8. Upon completion of the installation and after the final inspection, the Permittee shall deliver to the District office one (1) complete set of "record drawings" as directed by the District Engineer. Failure to provide record drawings may result in the revocation, cancellation and termination of this Permit.
9. If, within one (1) year after the date of District acceptance, any work covered under this Permit is found to be defective by the District, Permittee shall promptly, without cost to the District and in accordance with the District's written instructions, either correct such defective work, or, if it has been rejected by the District, remove it from the site and replace it with non-defective work. If Permittee does not completely comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the defective work corrected, or rejected work removed and replaced, and all direct and indirect costs of such removal, replacement or correction, including compensation for additional professional services, shall be paid by the Permittee.

B. UNDERGROUND UTILITIES

1. All underground utilities shall have a minimum cover of forty-two (42") inches below profile grade of District waterways and thirty (30") inches below profile grade of District roadways.
2. All utility installations shall maintain a minimum clearance of twelve (12") inches, either over or under culverts and shall be protected; however, other depths may be specified by the District Engineer.
3. The roadway right-of-way, in its entirety, shall be left in as good a condition as that which existed before construction. A mutual inspection shall be made of all existing facilities within the construction area no later than twenty-four (24) hours before the work begins.
4. All installations shall be constructed in a workmanlike manner:
 - a. Trenches shall be refilled in a thoroughly compacted manner so that no future settling will occur.
 - b. The Permittee shall, at the request of the District Engineer or his duly authorized representative, submit copies of density reports of density determinations by an independent testing laboratory when paved roadway surfaces have been cut. If density reports are requested, they shall be furnished prior to final inspection.
 - c. The finished surface of the excavated area shall be replaced with the same type materials as existed when the work began, such as sod for sod, shell for shell, etc.
5. Where fill, slopes, shoulders and/or ditches are disturbed, they shall be stabilized as directed by the District Engineer or his duly authorized representatives, in a manner that will afford protection against erosion.

PERMIT INFORMATION

OWNER

Name

Business Phone

Address

Other

ATTORNEY

Name

Business Phone

Address

Other

ENGINEER

Name

Business Phone

Address

Other

AGENT/OTHER REPRESENTATIVE

Name

Business Phone

Address

Other

LOXAHATCHEE GROVES WATER CONTROL DISTRICT
PERMIT PROGRAM STRUCTURE

	Permit Type	Design Standard	Permit Fee	Authorization
1.	Drainage Connection a. Old connection, Non-Standard b. New connection, Standard	Engineer & Legal will review and recommend "	grandfather \$75 + fees	BOS BOS
2.	Bridge/Culvert Crossing a. Old Crossing, Non-Standard b. New Crossing, Standard	Engineer & Legal will review and recommend "	\$150 + fees \$150 + fees	BOS BOS
3.	Utility (Cable, FP&L, Southern Bell) a. Aerial b. Underground	Standard Design & Specs Standard Design	\$75 \$75	Staff Staff
4.	Gate	Standard Design	\$75	Staff
5.	Miscellaneous "Special Permits" a. Use of right-of-way b. Hauling Permit	Engineer & Legal will review and recommend N.A.	\$75 + Fees \$150 + Fees	BOS Staff

BOS = Board of Supervisors

FEE SCHEDULE FOR PERMIT APPLICATIONS

ITEM	FEE SCHEDULE
Clerical	\$30.00 / Hour
Legal Assistant	\$75.00 / Hour
Field Representative	\$60.00 / Hour
Attorney	\$150.00 / Hour
Engineer	\$75.00 / Hour
Photocopy fees	\$.15 / Copy
County Recording fee	\$40.00 / Permit

EXHIBIT "A"

LEGAL DESCRIPTION