



Coral Springs, Florida

A Water Control District authorized under the Florida Statutes, Chapter 298

Right-of-Way / Easement Clearing Policy

Revised/Adopted 10/14/19

**Sunshine Water Control District
Right-of-Way / Easement Clearing Policy**

Option 1

Landowner elects to remove all obstructions from the District right-of-ways and easements at the landowner's expense.

- Landowner understands that it is their responsibility to keep the District right-of-way free of all obstructions.
- Obstructions shall be defined as all vegetation and all structures located on District property that prevent required access and maintenance or present a threat to human life, property, public health and safety.
- If the District notifies the property owner that he/she is in default of the Agreement and the property owner fails to remove the obstruction within 30 days of receipt of written notification, the District will remove all structures placed or vegetation growing, from the District right-of-way. The property owner will then be assessed for the cost of the removal of these items, as well as any administrative or legal fees that may be incurred by the District.
- The "Obstructions Removal Agreement-Option 1" will be recorded in the property records of Broward County, Florida and will become a legal obligation of the said property in perpetuity.

NOTE: For any Landowner that selects Option 1, the District will cooperate and coordinate with any Landowner and the City of Coral Springs, any vegetation and tree removal permitting required by the City of Coral Springs

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Option 2

Landowner elects to have all right-of-way and easement obstructions removed at District expense. This is applicable to residential properties not owned by commercial entities.

Not-for-profit entities may request that the cost of one time obstruction removal be shared with the District. The not-for-profit should make its request in writing, with a justification for the cost sharing request. The District's Board of Supervisors will consider the request and associated cost of removal at a regularly scheduled Board meeting. Attendance at the Board meeting by an authorized representative of the not-for-profit is required.

Commercial entities that own property within the district do not qualify for this option.

- The District will remove all obstructions located in the District right-of-way and or easement at District expense. Obstructions shall be defined as all vegetation and all structures located on District property that prevent required maintenance and present a threat to human life, property, public health and safety. This will be a **one-time offer** to the current property owner.
- The property owner will be required to execute an "Obstructions Removal Agreement-Option 2" with the District. Such agreement shall include Hold Harmless, Indemnification and Maintenance clauses.
- The property owner will then be required to maintain and mow the grassy areas that remain adjacent to his/her property and keep it free from all structures and any new growth of vegetation.
- Any property owner that places structures on the cleared District right-of-way or easements, allows the growth of vegetation or does not maintain the District right-of-way or easement after executing the "Obstructions Removal Agreement", will be deemed to be in default of the Agreement.
- If the District notifies the property owner that he/she is in default of the Agreement and the property owner fails to remove the obstruction within 30 days of receipt of written notification, the District will remove all structures placed or vegetation growing, from the District right-of-way. The property owner will then be assessed for the cost of the removal of these items, as well as any administrative or legal fees that may be incurred by the District.
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- The “Obstructions Removal Agreement-Option 2” will be recorded in the property records of Broward County, Florida and will become a legal obligation of the said property in perpetuity.

NOTE: For any Landowner that selects Option 2, the District will coordinate with any Landowner and the City of Coral Springs, any vegetation and tree removal permitting required by the City of Coral Springs

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Option 3

Landowner elects to negotiate with the District for certain obstructions to remain on District property. This is applicable to residential properties not owned by commercial entities.

Not-for-profit entities may request that the cost of one time obstruction removal be shared with the District. The not-for-profit should make its request in writing, with a justification for the cost sharing request. The District's Board of Supervisors will consider the request and associated cost of removal at a regularly scheduled Board meeting. Attendance at the Board meeting by an authorized representative of the not-for-profit is required.

Commercial entities that own property within the district do not qualify for this option.

- The District will negotiate with the individual landowner to reach agreement to allow certain structures and vegetation to remain on the District right-of-way. The District reserves the right of final determination.
- The property owner will be required to execute an Obstructions Removal Agreement-Option 3 with the District. The agreement will identify those structures and vegetation that will be allowed to remain on District right-of-way. The agreement shall include: Hold Harmless, Indemnification, Maintenance and Private Property Access clauses.
- The property owner is restricted from adding any additional structures or vegetation of any sort after execution of the agreement. The property owner will also agree to keep any remaining vegetation trimmed back from canal banks and agrees to keep the right-of-way adjacent to his/her property mowed and neatly maintained. The property owner will also be required to trim back vegetation during hurricane season to reduce any potential hazards to adjacent property owners.
- The Agreement shall legally protect the District should any agreed upon remaining structures or vegetation located in the District right-of-way or easement, injure and/or damage any person or property for any reason whatsoever.
- The District reserves the right at any time to require the removal of all or some of said remaining obstructions from District property for any reason that, in the judgment of the Board of Supervisors, is necessary to ensure proper maintenance, improvements to District property or for life, health and public safety reasons.

- The Agreement may contain a Private Property Access Easement clause in favor of the District. If it is necessary for the District to gain access to District Right of Way for the purpose of maintenance, storm debris clearance, repair or improvement and if such access is blocked by Obstructions that the Property Owner elected to keep in the District Right of Way, the Private Property Access clause will allow the District full and immediate access to those portions of private property required for the purpose of proceeding with needed actions as described. The District will proceed with as little damage to private property as possible. The cost of repairing any damage to private property caused by utilizing the designated Private Property Access Easement shall be borne by the Property Owner.
- If any of the obstructions that are allowed to remain in the District right-of-way or easement, should fall, be blown into or in any way enter into the District canals, or block access to District right-of-way or easements for the purpose of clearing storm debris, maintenance or improvements of canals or canal banks, said obstructions shall be removed at the property owners expense which shall include any legal or administrative fees incurred.
- Should any private property owner be deemed in violation of the terms of the Agreement, the District would then require removal of all obstructions located in the District Right of Way or Easement by the property owner at the property owner's expense. Should such obstructions not be removed by the property owner, the District shall remove said obstructions and assess said property owner for the cost of removal plus any legal or administrative fees incurred.
- The "Status of Obstructions" Agreement will be recorded in the property records of Broward County, Florida and shall be the obligation of current and future property owners of said property in perpetuity.

NOTE: For any Landowner that selects Option 3, the District will cooperate and coordinate with any Landowner and the City of Coral Springs, any vegetation and tree removal permitting required by the City of Coral Springs