



# APPLICATION FOR PERMIT

TO: **BOARD OF SUPERVISORS**  
**SUNSHINE WATER CONTROL DISTRICT**  
**2300 Glades Road, Suite 410W**  
**Boca Raton, FL 33431**

1. PROPOSED USE OF DISTRICT FACILITY: \_\_\_\_\_  
\_\_\_\_\_
2. LOCATION OF WORK: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Subdivision \_\_\_\_\_ Lot No. \_\_\_\_\_ Block No. \_\_\_\_\_  
Section: \_\_\_\_\_ Township: \_\_\_\_\_ Range: \_\_\_\_\_
3. DISTRICT WORKS INVOLVED IN PROPOSED CONSTRUCTION OR USE: \_\_\_\_\_  
\_\_\_\_\_
4. NAME, ADDRESS, PHONE AND FAX OF OWNER OF PROPOSED WORK OR STRUCTURE:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. NAME, ADDRESS, PHONE AND FAX OF APPLICANT OTHER THAN OWNER (If any):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. AREA PROPOSED TO BE SERVED: (Give property description sufficient for identification, including size in acres, and **attaching survey or property sketch**).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
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 permit is herewith applied. It shall be 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 Criteria Manual 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 in reference as a part of any permit which may be granted.

**STANDARD CONDITIONS ARE AS FOLLOWS:**

1. If this Permit involves the use of a right-of-way which is owned by the District, then, the Permittee acknowledges that the District title to the right-of-way which is the subject matter of this Permit is superior in right, title or dignity to the permit granted to the Permittee, and the Permittee's successors and assigns shall attorn their interest under this Permit to the district's title to this right-of-way. This Permit is subject to the right of condemnation of the right-of-way held by the District by any other authorized governmental agency; is further subject to the right of reversion held by the grantors of the right-of-way; and is subject to the continued existence of the District.
2. This Permit is not an exclusive permit and no leasehold or exclusive right is granted to the Permittee hereunder. To the extent that the permitted activity touches or affects a District's right-of-way, then the Permittee acknowledges that this Permit may be subject to the rights of other Permittee's to utilize the right-of-way. It is the obligation of the Permittee to conduct any and all surveys, title examinations, examinations of public records, to ascertain the whereabouts of any other improvements located in the right-of-way before commencing any construction in the right-of-way.
3. Should Permittee violate the terms of this Permit it may be revoked at the option of the District without notice or waiting period.
4. Should this Permit involve the use of a District right-of-way, it is limited solely to the area depicted in the permit documents and does not extend to any other landowner used by the District.
5. Except as specifically permitted herein by the permit documents, no other improvements not included in the permit shall be constructed.
6. In the event the improvements authorized by this Permit are defectively constructed or are improperly maintained or negligently operated so as to endanger or damage adjacent property owners' improvements, or damage or endanger the Works of the District, or the Permittee discharges any hazardous materials or otherwise impedes or degrades the physical condition and functioning of the water control operations of the District, the District may, at its option, revoke this Permit.
7. The District shall have the right to employ engineers or other consultant's to determine the necessary costs of cleaning up any pollutants, hazardous materials or other materials which may impede or degrade the District's waterways, to determine the necessary repairs to any Works of the District, or to correct the operating procedures of the Permittee in order to restore the District's Works. The Permittee shall be responsible to pay for any cleanup costs or repairs, together with any engineering or other consultant's costs, or any legal or other costs incurred by the District. Should the Permittee decline to perform any required cleanup work or repairs or enact new operating procedures, the District may have said cleanup work accomplished, or said repairs made at the cost of the Permittee. Upon the completion of said cleanup or repairs, the District shall provide the Permittee with a notice detailing the cost incurred by the District, including any and all necessary engineering, consultant or legal costs in connection therewith to that date. The Permittee shall have thirty days from the date of the notice to reimburse the District. In the event that the Permittee does not reimburse the District within said thirty day period, the District shall have the right to assess the

permittee to recover all of said costs incurred by it, including any engineering and consultant costs, or any attorney's fees or legal costs incurred.

8. This Permit may be revoked in the event that the Permittee does not submit to the District a Construction Completion/Construction Certificate on forms approved by the District, executed by its engineer supervising the construction called for by this Permit within **180 days** from date hereof certifying that the work and construction contemplated by this Permit has been completed according to the attached specifications and the requirements and minimum standard of construction referred to above, together with an "AS-BUILT" plan, signed by the Permittee's engineer or architect. The Board of Supervisors may extend the time for completion of said construction and the delivery of the aforementioned certificate.
9. In the event the improvement being constructed pursuant to this Permit is an improvement of a type which will be dedicated to the public, such as a bridge, roadway over a culvert, or other type of improvement dedicated to the public, the District shall have the right to require the Permittee upon completion of said improvement and dedication of the same to the public to assign this Permit to the governmental body having jurisdiction over the improvement dedicated. It will also be the responsibility of the Permittee to secure the acceptance of said assignment by the appropriate governmental body indicating their agreement to accept the assignment of this Permit and to further agree to abide by the rules and regulations of the District, the conditions of this Permit and to maintain the structure, or structures, so assigned to said governmental body of no cost to the District.
10. Permittee will not do or permit any act or thing to be done which will subject the District, its employees, its supervisors, engineers or consultants to any liability or responsibility for injury or damage to persons or property or subject the District to responsibility for a violation of laws. Permittee will exercise control over its construction or the area of its permit so as to fully protect the District, its employees, its supervisors, engineers and consultants from such liability. Permittee will defend, indemnify and save the District, its employees, and supervisors, engineers and consultants harmless against any and all liabilities, suits, obligations, fines, damages, judgments, assessments, penalties, claims, costs, charges, expenses, including without limitation, court costs, deposition fees, investigative fees, expert fees and attorney's fees, which the District, its employees and its supervisors, engineers and consultants may incur as a result of any claims, lawsuits, administrative proceedings, governmental prosecution or legislative claim's bills arising out of the Permittee's use of this Permit whether at trial or upon appeal. This obligation to indemnify and hold harmless shall exist whether the acts complained of were caused by Permittee, its agents, servants, employees, independent contractors or other third parties. Additionally, Permittee shall permit no liens to be filed against any District real property or right-of-way, and shall at its own cost and expense, bond off the same and indemnify and hold the District harmless from any and all liability, suits, obligations, damages claims, costs, charges and expenses, including without limitation, court costs, investigative fees, deposition fees, engineer's fees, architect's fees, attorney's fees incurred by the District in defending such a claim, whether the same be before trial, at trial or at an appellate level.
11. Should this Permit involve a right-of-way of the District, Permittee accepts the right-of-way that is the subject of this Permit, to the extent this involves use of a right-of-way, in an "as-is" "where-is" condition, and acknowledges that no representations, statements,

warranties, or affirmations concerning these lands or their suitability have been given by the District to Permittee and that Permittee has made its own independent analysis of the suitability of accepting this Permit and utilizing any right-of-way that is the subject matter of this Permit.

12. Notwithstanding the requirement for indemnification as contained herein, nothing shall enlarge the governmental immunity granted unto the District by the laws of the State of Florida. Notwithstanding the District's governmental immunity, the indemnity provisions contained in this Agreement shall also provide for, under the same terms, indemnity in the event of any claims or proceeding in front of the Legislature of the State of Florida, and Permittee shall be obligated in accordance with its indemnity agreement to indemnify and hold harmless the District for any claim's bill proceeding brought in the State of Florida and for any claim's bill imposed against the District in such a proceeding.
13. This Permit shall be governed in accordance with the laws of the State of Florida and venue shall be in Broward County.
14. This Permit shall not be recorded in the Public Records of Broward County, Florida. In the event that it is recorded in the Public Records of Broward County, Florida by Permittee, then Permittee shall pay all costs and fees incurred in removing the permit from the Public Records of Broward County, Florida, and shall agree to execute any and all documents necessary to remove the same. If anybody not party to this Permit, records this Permit in the Public Records, the Permittee shall execute the documents necessary to remove the permit from the Public Records.
15. This Permit shall not convey to Permittee any property rights nor any rights or privileges, nor relieve the Permittee from complying with any state, federal or other applicable law, regulation or requirement. All structures and works installed by Permittee hereunder shall remain the property of the Permittee unless otherwise provided immediately below.
16. In the event the District wishes to obtain the ingress or egress to its property, easement or right-of-way affected by this Permit, for any lawful District purpose, including but not limited to maintenance of any lake, canal or other Works of the District, any removal, demolition or reconstruction of the proposed work or structure permitted hereunder shall be at the sole expense of the owner or the owner's successors or assigns.
17. Permittee agrees that during the course of construction of the permitted activity, no debris will be placed into the waterways of the District.

For this purpose Permittee has submitted a check for a Trash Bond in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) which Permittee agrees to forfeit if debris is found to have been placed into the District's waterways or damage has occurred to the District Works. Said determination to be at the sole discretion of the District and is acknowledged by Permittee to represent both actual and punitive damages for violating the provisions of this Permit and, further, the provisions of Chapter 298, Florida Statutes. If the \$2,500.00 has been forfeited due to debris or damage and if construction of the facilities called for in this Permit have not been completed within 180 days, an additional Two Thousand Five Hundred Dollars (\$2,500.00) will be submitted by Permittee to cover possible future occurrences of discharging debris into the District's waterways. Upon final completion of the project and acceptance by the District, the unused portion of the Trash Bond will be returned to the Permittee.

18. District permits are revocable for Permittee's failure to comply with the terms and conditions of the Permit, or the District's Policies and Procedures. If the Permittee fails to take any action required by the terms and conditions of the permit, after due notice to the Permittee, the District may take the required action and assess the Permittee for the full cost of such action.

**SPECIAL CONDITIONS WILL BE ADDED WHEN APPLICABLE:**

|  |   |
|--|---|
|  | Submitted this _____ day of _____, 20__ |
|  | Company and/or Owner: _____             |
|  | By: _____                               |
|  | Name: _____                             |
|  | Title: _____                            |
| BOARD OF SUPERVISORS<br>Reviewed and approved by Board meeting held: |   |

# Application for Permit

Requests for Permit Application forms (See Exhibit 1) can be made in person, online at [www.sunshinewcd.net](http://www.sunshinewcd.net), by email ([info@sunshinewcd.net](mailto:info@sunshinewcd.net)), by letter, or by telephone directly to:

**SUNSHINE WATER CONTROL DISTRICT  
C/O WRATHELL, HUNT & ASSOCIATES, LLC  
2300 GLADES ROAD, SUITE 410W  
BOCA RATON, FL 33431  
(561) 571-0010**

Please include the following:

## INITIAL SUBMITTAL

One (1) hardcopy set of Plans and one (1) electronic set of plans are required, including survey, calculations, geotechnical engineering reports, studies and any other supporting documentation.

Permit application fees shall be in accordance with the current District fee schedule for projects requiring District approval. In addition, the cost of outside consulting services (including but not limited to engineering services, accounting services and legal services) at the rates charged by such consultants and any other costs and expenses incurred by the District in order to review applications shall be paid by the Permittee in the form of a cost recovery fee. Additional cost recovery fees may be required for District services during construction, as necessary, depending on the nature of each project

## FINAL SUBMITTAL

Three (3) hardcopy sets of plans and one (1) electronic set of plans are required, including all other supporting documents. All plans and calculations shall be signed and sealed by a Florida licensed Professional Engineer.

## Instructions for Application

Instructions for preparing an application are as follows:

- Item (1)** - Simply state what use is intended, i.e., bridge crossing, culvert connection, beautification of right-of-way, surface water management system construction, etc.
- Item (2)** - Self-explanatory (information can be obtained from your deed or tax notice).
- Item (3)** - Refers to work involved (i.e., District Canal Name).

- Item (4)** - The person or entity responsible for maintenance of facilities after construction is completed.
- Item (5)** - The applicant may be an agent of the owner (i.e., contractor or engineer) to which correspondence will be directed during the application process. A letter of authorization from the owner may be required by the District.
- Item (6)** - Of minor importance when not affecting water control, if a bridge is to provide access to owner's property – so state. This information must be completed for culvert and/or pump installations giving capacities as well as acreage being drained or irrigated.

## **Preparation of the Drawing or Plans**

Drawings shall be to scale and properly dimensioned. To be acceptable, a drawing or sketch will show a location plan, a plan view and profile view. Drawings for a drainage outfall connection should consist of complete paving and drainage plans that depict use of District Works.

The location plan should locate the installation or construction by referencing it to a section line, a road, or some obvious and permanent landmark.

For activities within the District rights-of-way or easements, the plan and cross-section or elevation should clearly portray the construction in its relationship to the channel and/or right-of-way. Certain elevations must be designated to facilitate processing of the application. These are: canal bottom elevation, water surface elevation and ground elevation expressed in North Geodetic Vertical Datum (NGVD) or other identified vertical datum such as American Vertical Datum (NAVD). The elevation of the low member of a bridge span must be shown. For overhead wire crossings and in the case of water or gas lines, low member elevation must be indicated on the drawings.

## DISTRICT PERMIT FEE SCHEDULE

|                             |            |
|-----------------------------|------------|
| <u>APPLICATION FEE:</u>     | \$350.00   |
| <u>TRASH BOND REQUIRED:</u> | \$2,500.00 |

The application fee amount noted above is the minimum fee and represents the fee for the initial permit application review by the District, not to exceed three (3) hours. Additional fees for review by District engineering, legal, accounting or other consultants, at the consultant's standard rates, as well as other costs and expenses incurred by the District in order to review the application, shall also be paid by the permit applicant.