

**LAKE WORTH DRAINAGE DISTRICT**  
**“LWDD”**

**Operating Policies**

The LWDD Operating Policies have been updated and approved by the Board of Supervisors effective December 12, 2012.

All future updates/revisions will be posted on the LWDD Website. The effective date of all future updates/revisions will be located in the footer of the applicable section(s) of the policies.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**TABLE OF CONTENTS**

**Chapter 1: Introduction**

**Chapter 2: Fees**

**Chapter 3: Engineering & Permitting Requirements**

Sec. 3.1	Bridges
Sec. 3.2	Bonds or Letters of Credit
Sec. 3.3	Construction Dewatering
Sec. 3.4	Culvert Crossings
Sec. 3.5	Drainage Permit Criteria
Sec. 3.6	Docks and Davits/Boat Lifts and Seawalls
Sec. 3.7	Gates
Sec. 3.8	Irrigation Connections
Sec. 3.9	Piping of Canals
Sec. 3.10	Signs
Sec. 3.11	Utility Installations
Sec. 3.12	Monitoring Wells

**Chapter 4: Restrictions & Requirements within Right-of-Way**

Sec. 4.1	Dumping Violations
Sec. 4.2	Right-of-Way Encroachments & Removal Process
Sec. 4.3	No Wake Zones
Sec. 4.4	Overhead Spraying (Irrigation)
Sec. 4.5	Spoil Material in Right-of-Way
Sec. 4.6	Tree Tags
Sec. 4.7	Unsafe Bridges
Sec. 4.8	Use of Right-of-Way as Temporary Access
Sec. 4.9	Unauthorized Use of Right-of-Way as Access
Sec. 4.10	Vendors on Right-of-Way

**Chapter 5: Right-of-Way Ownership & Interests**

Sec. 5.1	Chancery Case 407
Sec. 5.2	Development Review Process
Sec. 5.3	Temporary Easement for Ingress/Egress
Sec. 5.4	Release of Rights & Reservations
Sec. 5.5	Sale of LWDD's Interests in Real Estate
Sec. 5.6	Survey Requirements
Sec. 5.7	Conveyance of Right-of-Way to LWDD
Sec. 5.8	Petition for Annexation within the Boundaries of LWDD
Sec. 5.9	Right-of-Way Requirements for Permit Issuance
Sec. 5.10	Identification and Sale of Transfer of Development Rights (TDRs)

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**TABLE OF CONTENTS**

**Chapter 6: Board of Supervisors**

- Sec. 6.1 Board of Supervisors' Approvals
- Sec. 6.2 Authority

**Chapter 7: Procurement of Personal Property and Services**

- Sec. 7.1 Purchasing Category Thresholds
- Sec. 7.2 Acquisition of Professional Architectural, Engineering, Landscape Architectural, or Surveying and Mapping Services: Consultants Competitive Negotiations Act (CCNA)
- Sec. 7.3 Procurement of Commodities or Contractual Services

**Index**  
**Glossary**

# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## Chapter 1: Introduction

The information contained in this manual is provided to assist the public in its understanding of the requirements of Lake Worth Drainage District (LWDD). Since much of the information contained herein is highly technical in nature, it is suggested that a professional engineer and/or surveyor, or attorney licensed in the State of Florida be contacted for assistance when dealing with LWDD.

All projects within LWDD's boundaries, regardless of size or location, require review and permitting by LWDD.

All projects will be reviewed on a case by case basis with an understanding that the policies of LWDD may change and therefore the information contained herein may also change. Changes to the policies of LWDD will be made only by approval of the Board of Supervisors. The information contained herein sets forth solely the rules and regulations of LWDD and it is the applicant's/petitioner's responsibility to obtain all other governmental approvals that may be required for the applicant's/petitioner's project.

A petitioner/applicant always has the right to appear before the LWDD Board of Supervisors to present their request for approval of issues that meet the requirements of this Operating Policies manual or to request approval of a variance from the established requirements of this manual.

All plats located within LWDD's boundaries must be reviewed and approved by LWDD prior to recording.

The LWDD Board of Supervisors and LWDD staff reserve the right to deny any and all requests for permits or license agreements which may conflict with the operations of LWDD.

All waters discharged into LWDD's canal systems shall meet water quality standards in accordance with the laws of the State of Florida and the Federal Government.

The user of this manual assumes the responsibility of verifying that the manual reflects the current policies of LWDD.

LWDD disclaims any responsibility for reliance by the public on the information contained herein except solely as to how it relates to the requirements and approvals needed from LWDD.

Specific terms used in this manual are defined in the Glossary, which is located after the Index in this manual.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 2: Fees**

**2.1 Applicable Fee Guidance**

This section is a clarification of how the fee schedule is to be interpreted. The following is an explanation of how the fees are calculated by LWDD. In addition, some examples of how various projects are calculated have been included.

As can be seen, the examples capture all the fees for the project as described. Prior to submitting a check to LWDD it is suggested that LWDD be consulted for guidance and/or confirmation.

A written itemization showing the breakdown of the total fee being submitted must be included.

NOTE: When a drainage, roadway, bridge, culvert crossing, or piping of canal review is performed, utilities are not considered and must be applied for separately. Further, structural encroachments must also be separately applied for, as well as any item that is not considered part of the paving, grading and drainage portion of the project.

Basically, when a set of plans is submitted, LWDD will determine all possible fees for the type of project (e.g. drainage, sign, utility). The fees are then added and the cumulative aggregate is the total review fee. Some examples follow:

**Example 1**

Project Description: A twenty-eight acre subdivision is submitted with a culvert crossing of a LWDD canal.

Fee Calculation:

One 28 acre subdivision –		
Projects above 10 acres and less than 40 acres	=	\$3,000.00
One culvert crossing within a LWDD canal (≤ 120 LF)	=	<u>\$ 720.00</u>

THE TOTAL REVIEW FEE            \$3,720.00

**Example 2**

Project Description: 1200 LF of transmission line within the LWDD right-of-way using 24 poles (also in the LWDD right-of-way).

Fee Calculation:

1200 LF of parallel installation is 1200 LF @ \$20.00/LF	=	\$24,000.00 *
24 poles (within the right-of-way) @ \$1200/pole	=	<u>\$28,800.00</u>

THE TOTAL REVIEW FEE            \$52,800.00

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 2: Fees**

A user fee of 20% for the parallel portion of the review fee will be assessed yearly and adjusted every five (5) years using a compounded Consumer Price Index (CPI).

**\* Example: 20% of user fee (\$24,000) = \$4800 would be assessed yearly.**

**Example 3**

Project Description: A roadway project is five miles in length with seven control structures and crossing nine LWDD canals. The crossings consist of culverts less than 120 LF in length.

Fee Calculation:

Roadways with zero or one discharge structure	=	\$ 3,000.00
Six additional control structures are six @ \$1,800.00/C.S.	=	\$10,800.00
Nine culvert crossings @ \$720.00/crossing	=	<u>\$ 6,480.00</u>
THE TOTAL REVIEW FEE		\$20,280.00

**NOTE: Existing culverts for side streets and driveways that are being replaced or modified within LWDD Canal(s) for required canal relocation, as part of a road project, are included in roadway fees.**

**2.2 Permit, Inspection and Administrative Fees**

**Drainage Permits:**

Projects 10 acres or less	\$1,200.00 ea.
Projects above 10 acres and less than 40 acres	\$3,000.00 ea.
Projects 40 acres and above	\$4,200.00 ea.
Each subsequent phase of a previously approved Master Plan	\$ 240.00 ea.
Transfer Drainage Permit	\$ 250.00 ea.
<b>[REF: CHAPTER 3, SECTION 3.5]</b>	

**Roadway Projects**

Designs with zero or one proposed discharge control structure	\$3,000.00 ea.
Each additional proposed discharge control structure	\$1,800.00 ea.
<b>[REF: CHAPTER 3, SECTIONS 3.4 &amp; 3.5]</b>	

**M.S.T.U. Roadway Projects**

(Private Property Assessed Projects)	\$1,200.00 ea.
<b>[REF: CHAPTER 3, SECTIONS 3.4 &amp; 3.5]</b>	

**Bridges**

	\$ 1,200.00 ea.
<b>[REF: CHAPTER 3, SECTION 3.1]</b>	

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 2: Fees**

**Culvert Crossings**

**Box Culverts, Pipe Arch Culverts and Large  
Circular or Elliptical Culverts (Larger than  
72 Inches in Diameter)**

From 0 to 120 L.F. (as measured along  
the channel) \$ 1,200.00 ea.  
Each additional 20 L.F. or fraction thereof \$ 50.00 ea.

**NOTE:** Culverts 200 feet or longer (as measured  
along the channel) will require Board approval  
and will need to be submitted to LWDD as  
a Piping of Canal proposal.

[REF: CHAPTER 3, SECTION 3.4]

**OR**

**Circular or Elliptical Culverts (72 Inches and  
Smaller in Diameter)**

From 0 to 120 L.F. (as measured along  
the channel) \$ 720.00 ea.  
Each additional 20 L.F. or fraction thereof \$ 30.00 ea.

**NOTE:** Culverts 200 feet or longer (as measured  
along the channel) will require Board approval  
and will need to be submitted to LWDD as  
a Piping of Canal proposal.

[REF: CHAPTER 3, SECTION 3.4]

**Piping of Canal**

**(A) License Agreement Request and  
Review Fee (to be submitted  
after approval by Board)**

\$ 1,500.00 ea.

**AND**

**(B) Annual Right-of-Way Usage Fee**

The annual right-of-way usage fee for the License Area is based upon an appraisal provided at the expense of the Petitioner and approved by LWDD. Said fee will be adjusted annually by the cost of living adjustment set forth in the Southeast Consumer Price Index Card of the U.S. Department of Labor, Bureau of Labor Statistics, and adjusted every five years by a new appraisal.

Fee amount based upon approved  
appraised value per square foot of  
License Area

School District of PBC (use fee) \$ 1,800.00 ea.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 2: Fees**

**AND**

**(C) Permitting Fee**

Box Culverts, Pipe Arch Culverts and Large  
Circular or Elliptical Culverts (Larger than  
72 Inches in Diameter)  
From 0 to 120 L.F. (as measured  
along the channel) \$ 1,200.00 ea.

Each additional 20 L.F. or  
fraction thereof \$ 50.00 ea.

Circular or Elliptical Culverts (72 Inches  
and Smaller in Diameter)  
From 0 to 120 L.F. (as measured  
along the channel) \$ 720.00 ea.

Each additional 20 L.F. or  
fraction thereof \$ 30.00 ea.

(These fees do not include fees for drainage permit)

[REF: CHAPTER 3, SECTION 3.9]

**Utility Crossings**

Under or over existing culverts, attached to  
bridges, and pole to pole \$ 300.00 ea.

[REF: CHAPTER 3, SECTION 3.11]

**Conditional Permits for Utility Installations** \$1,800.00 ea.

subaqueous (directional bore, jack & bore,  
dry installations) or aerial utility crossings.

[REF: CHAPTER 3, SECTION 3.11]

**Parallel Utility Line Installations** \$ 20.00/L.F.

Utility lines running parallel and within the canal  
right-of-way (pair of lines ten feet or less apart,  
constructed at the same time, will be considered as one).

**Note: A user fee equal to 20% of the total review fee  
must be paid annually by the Permittee. Said fee will  
be adjusted every five (5) years in accordance with the  
compounded Consumer Price Index (CPI)**

[REF: CHAPTER 3, SECTION 3.11]

**Reclaimed Water Lines, Parallel Installation** \$ 3.00/L.F.

[REF: CHAPTER 3, SECTION 3.11]

**Utility Pole Installations** \$ 1,200.00/Pole

[REF: CHAPTER 3, SECTION 3.11]



**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 2: Fees**

<b>Structural and/or Paving Encroachments</b> [REF: CHAPTER 4, SECTION 4.2]	\$ 20.00/L.F.
<b>Non-Structural Encroachments</b> [REF: CHAPTER 4, SECTION 4.2]	\$ 15.00/L.F.
<b>Signs</b> [REF: CHAPTER 3, SECTION 3.10]	\$ 480.00 ea.
<b>Gate</b> Located in the right-of-way (Fee is per Gate) [REF: CHAPTER 3, SECTION 3.7]	\$ 300.00 ea.
<b>Boat Docks</b> New or transfer of ownership [RE: CHAPTER 3, SECTION 3.6]	\$ 300.00 ea.
<b>Irrigation Connection Permit (ICP)</b> Initial connection for property Additional pump connections on same parcel of property [REF: CHAPTER 3, SECTION 3.8]	\$ 600.00 ea. \$ 25.00 ea.
<b>Use of Right-of-Way as Temporary Access</b> Any use of right-of-way longer than ten (10) business days will require a one-time payment of \$5.00 per foot of right-of-way used. Bond required in amount equal to \$50.00/L.F. times the length of area to be used, plus \$500.00 for equipment mobilization. [REF: CHAPTER 4, SECTION 4.8]	\$ 500.00 ea.
<b>Temporary Easements for Ingress/Egress</b> One-time processing fee [REF: CHAPTER 5, SECTION 5.3]	\$ 480.00 ea.
<b>Temporary Monitoring Well License Agreements</b> (In addition to the required recording fees and attorney's fees)	\$ 500.00/agreement
<b>U.S.G.S Well Permit</b>	\$ 500.00 ea.

**NOTES:**

- **Permit Modification Fee: modifications and/or revisions made after the issuance of a Permit will require a \$240.00 Permit Modification Fee. If a**

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 2: Fees**

modification or revision that is made after the issuance of a Permit is deemed by LWDD to be a major modification or major revision, a new Permit must be applied for on the subject project, utilizing the current fee schedule.

- A Permit Reissue (see Glossary for definition) will require a \$240.00 fee.
- A Permit replacement (or duplicate Permit) will require a \$240.00 fee.
- Fees will be doubled if improvements are constructed or installed without a Permit or backfilled without inspection.
- A forty-eight (48) hour notice must be given to the LWDD Engineering Department prior to inspection by LWDD.
- Failure to contact the LWDD Engineering Department to schedule inspections may result in rejection of the work until visual inspection can be made where applicable. Underground installations must be uncovered for inspection.
- Record drawings are required by LWDD within sixty (60) days after the final inspection.
- Parallel installations of utility lines require approval of the Board of Supervisors. The Board of Supervisors reserves the right to deny any request. Please seek routes outside LWDD's right-of-way. Proof of denial of all other routes must be furnished prior to appearance before Board of Supervisors. See Chapter 3 – Section 3.11 – Utility Installations.

**2.3 Administrative Processing Fees**

Clerical	\$ 35.00/hour
Financial	\$ 55.00/hour
Legal Assistant	\$ 45.00/hour
Technical	\$ 65.00/hour
Attorney's Fees	\$225.00/hour
Photocopy Fees	\$ .15/ one-sided 11" x 17" or smaller
	\$ .20/ two-sided 11" x 17" or smaller
Engineering Plans	\$ 1.00/copy
Black & White	one-sided larger than 11" x 17"
Engineering Plans	\$ 5.00/copy
Color	one-sided larger than 11" x 17"
CD/DVD	\$ 10.00/disk

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 2: Fees**

<b>Recording Fee for Use Permits License Agreements, Conveyance Documents, etc.</b>	Current fees charged by Palm Beach County Clerk of the Court
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**2.4 Other Fees**

**Quit Claim Deed for release  
of LWDD interests in real estate**                      \$180.00 ea.  
[REF: CHAPTER 5, SECTION 5.5]  
[NOTE: Additional fees, such as  
attorney's fees, recording fees, etc. may apply  
See Section 2.3. Also fair-market value of right-  
of-way interests may apply See Sections 5.1  
and 5.5]

**Quit Claim Deed for release of canal reservations**  
[REF: CHAPTER 5, SECTION 5.4]  
[NOTE: Additional fees, such as  
attorney's fees, recording fees, etc. may apply  
See Section 2.3]

0.01 to 100 acres	\$180.00 ea.
100.01 to 217 acres	\$240.00 ea.
217.01 acres and up	\$360.00 ea.

**Quit Claim Deed for release of oil/mineral reservations  
or release of exploration rights**  
[REF: CHAPTER 5, SECTION 5.4]  
[NOTE: Additional fees, such as attorney's fees,  
recording fees, etc. may apply – See Section 2.3]

0.01 acre to 10.00 acres	\$180.00 ea.
10.01 acres to 75.00 acres	\$240.00 ea.
75.01 acres and up	\$420.00 ea.

<b>Agreement Reinstatement Fee or Agreement Extension Fee</b>	\$1000.00 ea.
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The fee required to reinstate or  
extend Agreements.

<b>Petition for Annexation</b>	\$ 500.00/Petition
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<b>Service Agreement</b> (In addition to the required recording fees and attorney's fees)	\$ 500.00/Agreement
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**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

**3.1 Bridges**

**3.1.1 Spans**

**3.1.1.1**

Major canals shall have a minimum of thirty-five feet (35') between spans. Clear span designs may be required, as determined by LWDD.

**3.1.1.2**

Minor canals shall have a minimum of fifteen feet (15') between spans. Minimum dimension shown is clear space from face of pile (or sheetpile) to face of pile (or sheetpile).

**3.1.1.3**

The center span shall be centered on the design section of the channel.

**3.1.1.4**

No piling shall be allowed in the center of the design channel.

**3.1.1.5**

A reasonable number of crossings will be permitted to each landowner, provided they are constructed in accordance with LWDD Policies.

**Ref: LWDD Resolution No. 87-4 – Reasonable Number of Crossings.**

**3.1.2 Low Member**

**3.1.2.1**

The lowest member of a bridge shall be no lower than forty inches (40") above the maintained water elevation or twenty-four inches (24") above the design high water elevation, whichever is the higher.

**3.1.2.2**

In the situation of a grade separation where a bridge crosses over the maintenance berm, the minimum vertical clearance between the berm elevation and the low member of the bridge shall be no less than eighteen feet (18'), unless other design and access considerations are agreed to by the Board of Supervisors. This will allow access to LWDD vehicles under a bridge with grade separation.

**3.1.3 Maintenance Access**

**3.1.3.1**

A minimum of fifteen feet (15') clear unobstructed access must be provided within existing LWDD right-of-way at all four (4) quadrants of the proposed bridge. Additional right-of-way may be required.

**3.1.3.2**

Any sidewalk or pathway that is proposed within LWDD right-of-way shall be constructed of six inch (6") thick concrete or to meet LWDD approved alternate loading and material(s). LWDD will not be held responsible or liable for any damage to the sidewalk or pathway resulting from LWDD operations and maintenance procedures, or any property damage or personal

# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## Chapter 3: Engineering & Permitting Requirements

injury resulting from any sidewalk or pathway damage. All repairs are to be the responsibility of the Permittee.

**3.1.4 Canal Cross-Sections.** For each applicable existing LWDD canal, the applicant or petitioner must provide two sets of current canal cross-sections signed and sealed by a professional surveyor and mapper licensed in the State of Florida. The canal cross-sections will be used to determine if LWDD will require the applicant or petitioner to convey any right-of-way to LWDD. Canal cross-sections at 300 foot intervals are to be provided for each canal, including at each end of the portion of the project that fronts the canal. A minimum of three canal cross-sections for each canal are to be provided. The canal cross-sections are to show, label and dimension at least the following:

- (a) channel bottom elevation and width;
- (b) location and elevation of each toe-of-slope and each top-of-bank;
- (c) existing canal right-of-way lines;
- (d) existing land lines (such as section lines, quarter-section lines, or platted block lines and tract lines within platted subdivisions, e.g., THE PALM BEACH FARMS CO. PLAT NO. 3);
- (e) property lines of subject parcel;
- (f) all easements within the limits of the canal cross-section;
- (g) existing ground elevations to a point 50 feet beyond the existing top-of-banks on each side of the channel or to a point 25 feet outside of the existing canal right-of-way lines on each side of the channel, whichever is greater, including all features that may be relevant (e.g. buildings, edges of pavement, curbs, sidewalks, guardrails and ground grade breaks).

**Note: Each cross-section is to include a sufficient number of surveyed points such that the existing canal is accurately depicted.**

Canal cross-sections are also to be provided at each end of every culvert that exists within the limits of the project for each applicable LWDD canal, with the existing culvert shown in cross-sectional view depicted on the appropriate canal cross-section.

The cross-sections are to be shown at a scale of 1 inch equals 10 feet, both horizontal and vertical, for canals with a total of 80 feet (or less) of required right-of-way width (including both heavy and light canal maintenance berms), or 1 inch equals 20 feet, both horizontal and vertical, for canals with a total of more than 80 feet of required right-of-way width (including both heavy and light canal maintenance berms). A statement must be included on

# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## Chapter 3: Engineering & Permitting Requirements

the cross-sections that the vertical datum used for the cross-sections is either the National Geodetic Vertical Datum of 1929 (NGVD 29) or the North American Vertical Datum of 1988 (NAVD 88), and if the NAVD 88 vertical datum has been used, a conversion factor between the NGVD 29 vertical datum and the NAVD 88 vertical datum for the locations where the cross-sections were taken, must be provided. A plan view must be provided that shows how the cross-sections are oriented. The cross-sections must be shown, in cross-sectional view, looking from west to east or from south to north, with the north or west right-of-way respectively being on the left side of each cross-section shown.

The requested information must be submitted to LWDD in both hardcopy format and CAD drawing files. The CAD drawing files must be in the form of AutoDesk DWG format (current and all prior versions accepted) or alternatively, in DXF format. The CAD drawing files can be submitted on either CD or DVD optical media.

**NOTE: Canal cross-sections are valid for a two year period. After that time, current canal cross-sections will be required for review by LWDD. Based upon review of current canal cross-sections, the applicant or petitioner may be required to reconstruct or reshape the existing canal, in addition to conveying right-of-way to LWDD.**

### 3.1.5 Stabilization

Erosion protection in the form of bank slope (channel side slope) stabilization shall be installed for a distance to be determined by authorized LWDD personnel.

The type of all required channel side slope stabilization is to be approved by LWDD. Types of acceptable stabilization material include, but are not limited to interlocking concrete block revetment and rubble (rock) rip-rap revetment. If interlocking concrete block revetment is required, details are to be included in the design plans to show that the last four feet (4') on each end is to be turned back into channel at a 45 degree angle. Permittee may be required to reshape or reconstruct the existing canal to match the design section. The limits of all required canal reshaping or reconstruction are to be shown and detailed on the design plans.

The material shall be sound and durable, with a specific gravity of at least 1.90. The broken stones shall be no larger than 1.0 cubic foot per piece and no smaller than .25 cubic foot per piece. It shall be free of cracks, soft seams and other structural defects. The pieces shall be roughly angular and shall be reasonably free from thin, flat elongated pieces. No protruding steel rebar will be permitted.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

The broken stones (rubble) shall be placed in such a manner that the smaller rubble pieces are not segregated, but are evenly distributed within the voids between the larger rubble pieces.

**3.1.6 Possible Permit Conditions**

**[Note: These conditions are not totally inclusive. Additional conditions may be required based upon the circumstances of the project.]**

**3.1.6.1**

Permittee shall reconstruct canal(s) to approved design section along and adjacent to the project's limits, including clearing and proper sloping of the maintenance berms. The cleared canal berms and side slopes shall be stabilized. Type of stabilization shall be approved by LWDD. This construction shall be completed prior to any building activity adjacent to LWDD rights-of-way. Please be advised that any fill material scheduled to be removed from the canal may not be relied on for site work.

**3.1.6.2**

Permittee is to construct any sidewalk or pathway that is proposed within LWDD's rights-of-way with six-inch (6") thick concrete, or to meet LWDD approved alternate loading and material(s). The LWDD will not be held responsible or liable for any damage to the sidewalk or pathway resulting from LWDD operations and maintenance procedures, or any property damage or personal injury resulting from any sidewalk or pathway damage. All repairs are to be the responsibility of the Permittee.

**3.1.6.3**

Permittee or Permittee's representative shall notify the LWDD Engineering Department forty-eight (48) hours prior to any work within LWDD rights-of-way to coordinate the extent of work to be completed. All facilities needing inspection must be observed prior to backfilling.

**3.1.6.4**

Permittee shall restore LWDD's right-of-way to its original or better condition where disturbed by construction activity.

**3.1.6.5**

LWDD cannot accept any water from dewatering either on or off-site until written notification of approval from South Florida Water Management District has been submitted to this office.

**3.1.6.6**

It shall be the responsibility of the Permittee to locate and protect any underground facilities within LWDD's rights-of-way prior to and during construction.

**3.1.6.7**

Permittee shall take all reasonable precautions necessary to prevent turbidity or silting upstream or downstream during construction.

# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## Chapter 3: Engineering & Permitting Requirements

### 3.1.6.8

At the time of installation, a permanent benchmark shall be established at 2<sup>nd</sup> order, class II or better on top of the control structure(s) with the elevation clearly defined, pursuant to the National Geodetic Survey standards and requirements for leveling.

### 3.1.6.9

Permittee shall submit record drawings within sixty (60) days of project completion. Drawings should show, as a minimum, both plan and elevation views of the installation, with low member elevation(s), and revetment limits, dimensions and details, if applicable. Failure by the Permittee to provide these drawings within the time specified may result in the LWDD requesting that all jurisdictional agencies withhold their final approvals until the drawings are received and approved by LWDD. Failure to provide record drawings within the time specified herein shall result in the permit being revoked.

### 3.1.6.10

Permittee shall obtain any and all permits required by any governmental agency and/or municipality that may be involved, prior to the commencement of any construction.

### 3.1.6.11

Permittee agrees that the stormwater discharge authorized by this permit shall comply with all applicable provisions of Part IV of Chapter 373, Florida Statutes, as well as applicable management and storage of surface water rules, including but not limited to, 40E-4.301, 40E-400.215, and 40E-400.315, Florida Administrative Code, and Section 5.2 of the SOUTH FLORIDA WATER MANAGEMENT DISTRICT Basis of Review. All costs of correcting any violations of SOUTH FLORIDA WATER MANAGEMENT DISTRICT law and rules shall be the exclusive obligation of Permittee.

### 3.1.6.12

All unpermitted drainage facilities installed before or during construction shall be removed prior to the project's final acceptance.

### 3.1.6.13

Permittee has provided a bond in favor of LWDD in the amount of 110% of the cost of the permitted facility and its installation. Bond will be released upon issuance of final inspection by LWDD and Permittee's submittal of record drawings to LWDD. The cost will be based on an estimate prepared and signed and sealed by a professional engineer registered in the State of Florida.

### 3.1.6.14

Permittee agrees that significant construction must start within two years to the date of permit issuance or this permit is void and a new permit must be applied for prior to any construction activity on site. The new application must meet current operating policies.

### 3.1.6.15

The Permittee, LWDD approved assignees, or successors in title agree to operate and maintain the drainage system in perpetuity.



# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## Chapter 3: Engineering & Permitting Requirements

### 3.1.6.16

Permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system. LWDD reserves the right to require that additional water quality treatment methods shall be incorporated into the drainage system, if such measures are shown to be necessary based on local, SFWMD, USACE, FDEP and/or EPA standards that are required.

### 3.1.7 Conditions upon which Work within LWDD Right(s)-of-Way May be Required of a Petitioner or an Applicant

Proposed improvements to property that is adjacent to a LWDD canal, or part of a parent tract (same property owner or contiguous master plat) that is adjacent to a LWDD canal, or proposed improvements within LWDD canal right(s)-of-way, may be conditioned, when and if permitted by LWDD, to do canal work. This canal work may include, but may not necessarily be limited to, canal channel and maintenance berm relocation, canal channel and maintenance berm reshaping, dredging, filling, sloping, channel side slope stabilization, sodding and/or seeding and mulching.

Projects that may be conditioned to do canal work are projects that propose to make improvements to the adjacent property and which improvements may directly affect the facilities of LWDD.

Also, projects within adjacent property that have existing conditions that have, in the past, adversely affected the facilities of LWDD, even if the proposed improvements will not directly affect the facilities of LWDD, may be required to do canal work.

Any requirements or conditions for canal work may be independent of any LWDD right-of-way ownership and interest requirements. These LWDD right-of-way ownership and interest requirements can be found in Chapter 5: Right-of-Way Ownership & Interests of the LWDD Operating Policies Manual.

Engineering and permitting requirements can be found in Chapter 3: Engineering & Permitting Requirements of the LWDD Operating Policies Manual.



**LWDD PERMIT APPLICATION**

**Project Name/Description** \_\_\_\_\_

2c. **Property Control Number (for applicable parcels)** \_\_\_\_\_

2d. **Job, Agent or Government Project Number** \_\_\_\_\_

2e. **Receiving/Adjacent Canal(s):** \_\_\_\_\_ **2f. Project Acreage:** \_\_\_\_\_

3. **Agent\*:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Job #:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_ **Phone #** \_\_\_\_\_

**Project Engineer's email address:** \_\_\_\_\_

I hereby certify that I am an authorized agent of the owner.

\_\_\_\_\_  
Signature & Printed Name of Agent

\_\_\_\_\_  
Date

\* Agent must provide letter of authorization from owner.

4. **Owner/Applicant:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

\_\_\_\_\_  
Signature & Printed Name of Owner/Applicant

\_\_\_\_\_  
Date

# LWDD PERMIT APPLICATION

Project Name/Description \_\_\_\_\_

---

## Checklist of items to be included with a Permit Application

- ( ) Two (2) sets of signed & sealed design plans.
- ( ) One (1) set of signed & sealed drainage calculations for the appropriate frequency design storm event.
- ( ) Control structure(s) shown on the detail sheet of design plans shall be a fixed metal plate or wall, moveable metal plate or a combination of both. All dimensions and elevations shall be shown on design plans.
- ( ) Discharge pipe and/or endwall shown on detail sheet of the design plans shall meet LWDD & FDOT standards and specifications.
- ( ) Existing canal cross section with canal design section overlay, if applicable.
- ( ) Check for inspection/administrative fees if required, including itemization of fees. **See Chapter 2 – Fees, of LWDD Operating Policies manual.**
- ( ) Map of Survey and/or sketch of description (signed and sealed)
- ( ) Drawing describing the proposed use or facilities (to scale if possible)
- ( ) Copy of other Agency permits (if applicable)
- ( ) Other information pertinent to the application
- ( ) A benchmark shall be provided on the discharge control structure.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

**3.2 Bonds or Letters of Credit**

**3.2.1 Cash Bonds**

Cash bonds given to LWDD shall be deposited in a LWDD approved account. LWDD will retain all interest earned during the time of investment.

**3.2.2 Bonds and Letters of Credit**

**3.2.2.1**

Letters of Credit shall be submitted to LWDD on standard bank approved performance obligation type letters. Letters of Credit must be signed by bank officers and have the appropriate bank seal affixed. **See the sample Letter of Credit at the end of this section.**

**3.2.2.2**

Bonds shall be submitted to LWDD on standard insurance approved performance obligation type bonds. Bonds must be signed by authorized agents. **See the sample Performance Bond at the end of this section.**

**3.2.2.3**

All Bonds or Letters of Credit shall be returned within ninety (90) days after acceptance, by LWDD, of record drawings for the project.

**3.2.3 Amounts**

All Bonds or Letters of Credit shall be for 110% of the construction cost. All Bonds or Letters of Credit shall be submitted with a certified construction cost estimate, signed and sealed by a Florida registered professional engineer.

To be Prepared on Surety Letterhead

PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_ (Principal) \_\_\_\_\_, having an address of \_\_\_\_\_ as ("Principal"), and \_\_\_\_\_ (Surety) \_\_\_\_\_, having an address of \_\_\_\_\_ (Local Address) \_\_\_\_\_ as ("Surety"), having heretofore complied with all requirements of the laws of the State of Florida regulating the admission of such transacted business in this State, as Surety, are held and firmly bond unto the Lake Worth Drainage District, a special taxing district of the State of Florida, having an address of 13081 Military Trail, Delray Beach, Florida 33484-1105, in the full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money funds of the United States of America, for which sum well and truly to be paid to said Lake Worth Drainage District ("LWDD"), the said Principal and the said Surety do hereby bind themselves, their heirs, executors, administrators, successors or assigns respectively, as the case may be, jointly and severally, firmly by these presents.

**WHEREAS,** the said Principal is required to furnish a Performance Bond to guarantee the completion of the project as required by the permit/agreement Principal executed with Lake Worth Drainage District.

Drafts made under this Performance Bond shall be marked as "Drawn under Performance Bond Number \_\_\_\_\_", and must be accompanied by written notice from LWDD that Principal failed to meet its obligation under the terms of its permit/agreement.

Venue for any administrative proceeding or judicial action from this Performance Bond, including any action to enforce its terms against the Surety, shall be in Palm Beach County, Florida.

This Performance Bond shall be in effect, without amendment, until the date set forth herein. If the Surety elects to terminate the Performance Bond, notice to LWDD that this Performance Bond will expire prior to performance of the Principal's obligations shall be deemed a default by the Principal.

This Performance Bond shall remain in full force until completion of the project and approval of the project by LWDD, pursuant to the terms of the Principal's permit/agreement.

**IN WITNESS WHEREOF,** the parties have hereunto set their hands and seals, by action causing their authorized representatives to sign these presents, pursuant to the authority of their governing bodies on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal Name (Printed)

Attested by: \_\_\_\_\_  
Principal's Authorized Agent

\_\_\_\_\_  
Surety Name (Printed)

Attested by: \_\_\_\_\_  
Surety's Authorized Agent

SIGNED AND SEALED  
IN THE PRESENCE OF:

\_\_\_\_\_  
Witness Name (Printed)

Witnesses: \_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name (Printed)

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

To be Prepared on Bank Letterhead

## IRREVOCABLE LETTER OF CREDIT

DATE OF ISSUE:

APPLICANT:

BENEFICIARY: Lake Worth Drainage District  
13081 Military Trail, Delray Beach, FL 33484

AMOUNT:

EXPIRATION DATE:

We hereby open our Irrevocable Letter of Credit No. \_\_\_\_\_ in favor for the account of \_\_\_\_\_, which such credit may be drawn by said Beneficiary at \_\_\_\_\_ (Address) \_\_\_\_\_ on us.

Demands on the Letter must be accompanied by a statement from the **Manager or Assistant Manager of Lake Worth Drainage District**, certifying either: (1) that said Letter of Credit is about to expire and has not been renewed; or (2) that work has not been completed in accordance with the plans, specifications and agreements (including any amendments thereof) for the following project:

\_\_\_\_\_  
(Name of Project)

The initial expiry date of this Letter of Credit is \_\_\_\_\_.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts under and in compliance with the terms of the credit, that such drafts will be duly honored upon presentation to \_\_\_\_\_ (Name of Florida Bank) \_\_\_\_\_ at \_\_\_\_\_ (address) \_\_\_\_\_, in accordance with the terms hereof. If this draft is not honored upon presentation, \_\_\_\_\_ (Name of Florida Bank) \_\_\_\_\_ agrees to pay costs incurred by the Lake Worth Drainage District in enforcing this Letter of Credit, including attorney fees.

This credit is subject to the "Uniform Customs and Practice for Documentary Credits" (1993 revision), International Chamber of Commerce Publication No. 500 and to the provisions of Florida Law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida Law should arise, Florida Law shall prevail. If a conflict between the law of another state or country and Florida Law should arise, Florida Law shall prevail.

BY: \_\_\_\_\_ (Name of Florida Bank)

\_\_\_\_\_  
(Signature of Authorized Bank Officer)

\_\_\_\_\_  
(Printed Name and Title of Officer)



**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

**3.3 Construction Dewatering**

**3.3.1 Discharge**

**3.3.1.1**

The quality of the discharge water shall be per Florida Department of Environmental Protection standards.

**3.3.1.2**

Discharge to the canal shall be designed to prevent shoaling and turbidity.

**3.3.2 Right-of-Way Condition**

**3.3.2.1**

LWDD's right-of-way shall not be obstructed, and shall be returned to the original existing or better condition at the termination of the operation.

**3.3.2.2**

Bank slopes (channel side slopes) shall not be compromised.

**3.3.3 General Conditions**

**3.3.3.1**

Proof of a permit or written approval from South Florida Water Management District and any other applicable governmental agency shall be furnished prior to commencement of the dewatering operation.

**3.3.3.2**

LWDD reserves the right to stop all operations should a breach of any of the above conditions occur.

**3.3.3.3**

LWDD reserves the right to stop all operations if warranted by adverse weather conditions.

**3.3.3.4**

Prior to any such activity a field meeting shall be held with LWDD Inspection Department.

**3.3.4 Conditions Upon Which Work Within LWDD Right(s)-of-Way May be Required of a Petitioner or an Applicant**

Proposed improvements to property that is adjacent to a LWDD canal, or part of a parent tract (same property owner or contiguous master plat) that is adjacent to a LWDD canal, or proposed improvements within LWDD canal right(s)-of-way, may be conditioned, when and if permitted by LWDD, to do canal work. This canal work may include, but may not necessarily be limited to, canal channel and maintenance berm relocation, canal channel and maintenance berm reshaping, dredging and/or filling, sloping, channel side slope stabilization, sodding, and seeding and mulching.

# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## Chapter 3: Engineering & Permitting Requirements

Projects that may be conditioned to do canal work are projects that propose to make improvements to the adjacent property and which improvements may directly affect the facilities of LWDD.

Also, projects within adjacent property that have existing conditions that have, in the past, adversely affected the facilities of LWDD, even if the proposed improvements will not directly affect the facilities of LWDD, may be required to do canal work.

Any requirements or conditions for canal work may be independent of any LWDD right-of-way ownership and interest requirements. These LWDD right-of-way ownership and interest requirements can be found in Chapter 5: Right-of-Way Ownership & Interests of the LWDD Operating Policies Manual.

Engineering and permitting requirements can be found in Chapter 3: Engineering & Permitting Requirements of the LWDD Operating Policies Manual.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

**3.4 Culvert Crossings**

**Definitions**

<b>Public Crossing:</b>	The extension of public right-of-way.
<b>Private Crossing:</b>	The entrance to privately owned property.
<b>BCCSP:</b>	Bituminous coated corrugated steel pipe
<b>CAP:</b>	Corrugated aluminum pipe
<b>RCP:</b>	Reinforced concrete pipe

**3.4.1 Culvert and End Treatment Specifications**

All pipes described above, and endwalls, shall meet or exceed the current Florida Department of Transportation (FDOT) standards and specifications.

**3.4.2 Culvert and End Treatment Requirements**

**3.4.2.1 Culvert Material Requirements**

<b>3.4.2.1.1</b>	Florida DOT Roads: Per FDOT specs
<b>3.4.2.1.2</b>	New County Roads: Per FDOT specs
<b>3.4.2.1.3</b>	County Road Replacements: BCCSP, CAP or RCP
<b>3.4.2.1.4</b>	Private Drives: BCCSP, CAP or RCP
<b>3.4.2.1.5</b>	Developers (new subdivision): RCP only

**3.4.2.2 Culvert End Treatment Requirements**

<b>3.4.2.2.1</b>	RCP: concrete endwall per FDOT Index
<b>3.4.2.2.2</b>	BCCSP: sand-cement riprap bag endwall or concrete endwall per FDOT Index
<b>3.4.2.2.3</b>	CAP: sand-cement riprap bag endwall or concrete endwall per FDOT Index

**Note:** LWDD, on a case by case basis, may approve and/or require other proposed designs, (e.g. revetment, retaining wall type headwalls). However, this in no way circumvents the above policy.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

**3.4.3 Culvert Location within LWDD Right-of-Way**

**3.4.3.1**        Horizontal: To be determined by LWDD after an existing cross-section is furnished and a design section provided.

**3.4.3.2**        Invert Elevation: To be determined by LWDD.

**3.4.3.3**        Size: To be determined by LWDD.

**3.4.3.4**

A reasonable number of crossings will be permitted to each landowner, provided they are constructed in accordance with LWDD Operating Policies.

**Ref: LWDD Resolution No. 87-4 - Reasonable Number of Crossings**

**3.4.3.5**

Demucking of the right-of-way shall be accomplished by the Permittee if determined to be necessary by LWDD.

**3.4.4 Maintenance Access**

**3.4.4.1**

A minimum of fifteen feet (15') clear unobstructed access must be provided within existing LWDD right-of-way at all four (4) quadrants of the proposed culvert crossing. Additional right-of-way may be required.

**3.4.4.2**

Any sidewalk or pathway that is proposed within LWDD right-of-way shall be constructed of six inch (6") thick concrete or to meet LWDD approved alternate loading and material(s). LWDD will not be held responsible or liable for any damage to the sidewalk or pathway resulting from LWDD operations and maintenance procedures, or any property damage or personal injury resulting from any sidewalk or pathway damage. All repairs are to be the responsibility of the Permittee.

**3.4.4.3**

Absolutely no plantings in the right-of-way of LWDD will be allowed except for grass and approved low-lying ground covering, i.e. low-growing plants may be used to blanket an area of bare ground. In no case will approved low-lying ground cover obstruct LWDD's maintenance access. Where culvert and bridge crossings are approved for ingress/egress to property(ies), larger vegetation may be allowed, but only through strict review by LWDD staff. Fifteen feet (15') of unimpeded right-of-way must exist at these types of approvals. It is strongly recommended to meet with staff to determine what may be acceptable.

**3.4.5 Canal Cross-Sections.** For each applicable existing LWDD canal, the applicant or petitioner must provide two sets of current canal cross-sections signed and sealed by a professional surveyor and mapper licensed in the State of Florida. The canal cross-sections will be used to determine if LWDD will require the applicant or petitioner to convey any right-of-way to LWDD. Canal cross-sections at 300 foot intervals are to be provided for each canal, including at each end of the portion of the project that fronts the canal. A

# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## Chapter 3: Engineering & Permitting Requirements

minimum of three canal cross-sections for each canal are to be provided. The canal cross-sections are to show, label and dimension at least the following:

- (a) channel bottom elevation and width;
- (b) location and elevation of each toe-of-slope and each top-of-bank;
- (c) existing canal right-of-way lines;
- (d) existing land lines (such as section lines, quarter-section lines, or platted block lines and tract lines within platted subdivisions, e.g., THE PALM BEACH FARMS CO. PLAT NO. 3);
- (e) property lines of subject parcel;
- (f) all easements within the limits of the canal cross-section; and
- (g) existing ground elevations to a point 50 feet beyond the existing top-of-banks on each side of the channel or to a point 25 feet outside of the existing canal right-of-way lines on each side of the channel, whichever is greater, including all features that may be relevant (e.g. buildings, edges of pavement, curbs, sidewalks, guardrails and ground grade breaks).

**Note: Each cross-section is to include a sufficient number of surveyed points such that the existing canal is accurately depicted.**

Canal cross-sections are also to be provided at each end of every culvert that exists within the limits of the project for each applicable LWDD canal, with the existing culvert shown in cross-sectional view depicted on the appropriate canal cross-section.

The cross-sections are to be shown at a scale of 1 inch equals 10 feet, both horizontal and vertical, for canals with a total of 80 feet (or less) of required right-of-way width (including both heavy and light canal maintenance berms), or 1 inch equals 20 feet, both horizontal and vertical, for canals with a total of more than 80 feet of required right-of-way width (including both heavy and light canal maintenance berms). A statement must be included on the cross-sections that the vertical datum used for the cross-sections is either the National Geodetic Vertical Datum of 1929 (NGVD 29) or the North American Vertical Datum of 1988 (NAVD 88), and if the NAVD 88 vertical datum has been used, a conversion factor between the NGVD 29 vertical datum and the NAVD 88 vertical datum for the locations where the cross-sections were taken, must be provided. A plan view must be provided that shows how the cross-sections are oriented. The cross-sections must be shown, in cross-sectional view, looking from west to east or from south to north, with

# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## Chapter 3: Engineering & Permitting Requirements

the north or west right-of-way respectively being on the left side of each cross-section shown.

The requested information must be submitted to LWDD in both hardcopy format and CAD drawing files. The CAD drawing files must be in the form of AutoDesk DWG format (current and all prior versions accepted) or alternatively, in DXF format. The CAD drawing files can be submitted on either CD or DVD optical media.

Upon receipt of the existing canal cross-section(s), LWDD will furnish the design section(s) that is (are) to be shown on the design plans.

**NOTE: Canal cross-sections are valid for a two year period. After that time, current canal cross-sections will be required for review by LWDD. Based upon review of current canal cross-sections, the applicant or petitioner may be required to reconstruct or reshape the existing canal, in addition to conveying right-of-way to LWDD.**

### 3.4.6 Length of Culvert

Culvert lengths greater than 200 feet will require LWDD Board of Supervisors' approval, and must be submitted to LWDD as a Piping of Canal proposal. Please refer to LWDD Operating Policies Section 3.9.

### 3.4.7 Possible Permit Conditions

[Note: These conditions are not totally inclusive. Additional conditions may be required based upon the circumstances of the project.]

#### 3.4.7.1

Permittee shall reconstruct canal(s) to approved design section along and adjacent to the project's limits, including clearing, stabilization, and proper sloping of the maintenance berms. The type of stabilization shall be approved by LWDD. Please be advised that any fill material scheduled to be removed from the canal may not be relied on for site work.

#### 3.4.7.2

Permittee is to construct any sidewalk or pathway that is proposed within LWDD's rights-of-way with six-inch (6") thick concrete, or to meet LWDD approved alternate loading and material(s). The LWDD will not be held responsible or liable for any damage to the sidewalk or pathway resulting from LWDD operations and maintenance procedures, or any property damage or personal injury resulting from any sidewalk or pathway damage. All repairs are to be the responsibility of the Permittee.

#### 3.4.7.3

Permittee or Permittee's representative shall notify the LWDD Engineering Department forty-eight (48) hours prior to any work within LWDD rights-of-

# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## Chapter 3: Engineering & Permitting Requirements

way to coordinate the extent of work to be completed. All facilities needing inspection must be observed prior to backfilling.

### 3.4.7.4

Permittee shall restore LWDD's right-of-way to its original or better condition where disturbed by construction activity.

### 3.4.7.5

LWDD cannot accept any water from dewatering either on or off-site until written notification of approval from South Florida Water Management District has been submitted to LWDD.

### 3.4.7.6

All underground utility installations in LWDD rights-of-way must have a minimum depth (cover) of thirty-six inches (36"). All underground utilities placed within the LWDD's canal rights-of-way must be identified with LWDD approved permanent witness markers identifying utility type and location.

### 3.4.7.7

Permittee shall take all reasonable precautions necessary to prevent turbidity or silting upstream or downstream during construction.

### 3.4.7.8

At the time of installation, a permanent benchmark shall be established at 2<sup>nd</sup> order, class II or better on top of the control structure(s) with the elevation clearly defined, pursuant to the National Geodetic Survey standards and requirements for leveling.

### 3.4.7.9

Permittee shall submit record drawings within sixty (60) days of project completion. Drawings should show, as a minimum, both plan and profile views of the installation and revetment limits, dimensions, and details, as applicable. Failure of the Permittee to provide these drawings within the time specified may result in LWDD requesting that all jurisdictional agencies withhold their final approvals until the drawings are received and approved by LWDD.

### 3.4.7.10

Permittee shall obtain any and all permits required by EPA, FDEP, USACE, FDOT, SFWMD, Palm Beach County, and/or any municipality that may be involved, prior to the commencement of any construction.

### 3.4.7.11

Permittee agrees that the stormwater discharge authorized by this permit shall comply with all applicable provisions of Part IV of Chapter 373, Florida Statutes, as well as applicable management and storage of surface water rules, including but not limited to, 40E-4.301, 40E-400.215, and 40E-400.315, Florida Administrative Code, and Section 5.2 of the SOUTH FLORIDA WATER MANAGEMENT DISTRICT Basis of Review. All costs of correcting any violations of SOUTH FLORIDA WATER MANAGEMENT DISTRICT law and rules shall be the exclusive obligation of Permittee.

### 3.4.7.12

All unpermitted drainage facilities installed before or during construction shall be removed prior to the project's final acceptance.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

**3.4.7.13**

Permittee has provided a bond in favor of LWDD in the amount of 110% of the cost of the permitted facility and its installation. Bond will be released upon issuance of final inspection by LWDD and Permittee's submittal of record drawings to LWDD. The cost will be based on an estimate prepared and signed and sealed by a professional engineer registered in the State of Florida.

**3.4.7.14**

Permittee agrees that significant construction must start within two (2) years of the date of permit issuance or this permit is void and a new permit must be applied for prior to any construction activity on site. The new application must meet current operating policies.

**3.4.7.15**

The Permittee, LWDD approved assignees, or successors in title agree to operate and maintain the drainage system in perpetuity.

**3.4.7.16**

Permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system. LWDD reserves the right to require that additional water quality treatment methods shall be incorporated into the drainage system, if such measures are shown to be necessary based on local, SFWMD, USACE, FDEP and/or EPA standards that are required.

**3.4.8 Conditions upon which Work within LWDD Right(s)-of-Way May be Required of a Petitioner or an Applicant**

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**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

right-of-way ownership and interest requirements can be found in Chapter 5: Right-of-Way Ownership & Interests of the LWDD Operating Policies Manual.

Engineering and permitting requirements can be found in Chapter 3: Engineering & Permitting Requirements of the LWDD Operating Policies Manual.

LAKE WORTH DRAINAGE DISTRICT  
13081 MILITARY TRAIL, DELRAY BEACH, FL 33484-1105  
(561) 498-5363/737-3835 – FAX: (561) 495-9694  
Website: [www.lwdd.net](http://www.lwdd.net)

**LWDD GENERAL PERMIT APPLICATION**

1. **Project Name/Description:** \_\_\_\_\_  
\_\_\_\_\_

**Check all that apply:**

**Type:**  Drainage Master  Drainage Phase  Roadway or Pathway  Bridge  
 Culvert Crossing  Piping of Canal  
 Permit Modification (Permit Number being modified: LWDD Permit Number \_\_\_\_\_)

**Utility Installation:**  Aerial Crossing  Subaqueous Crossing  Directional Bore Crossing  
 Pole to Pole  Underground Crossing  Parallel Installation  
 Attached to Bridge

**R/W Encroachment:**  Sign  Utility Pole  Monitoring Well

**Other:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2a. **Project Location (Including Address)** Note: Legal description of project or property survey with legal description must be attached to this application: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Drainage Basin (Please Circle):**      C-51    C-16    C-15    Hillsboro

2b. **On applications for Drainage Outfalls, Roadways, Pathways, Bridges, Culvert Crossings, Piping of Canals, Utility Lines, Utility Poles and Monitoring Wells provide Florida State Plane Grid Coordinates (U.S. Survey Feet) based upon the North American Datum of 1983, 1990 Adjustment (NAD 83/90), or better for the proposed improvements, as follows:**

**Begin Construction Centerline Coordinates:**      N \_\_\_\_\_ E \_\_\_\_\_

and

**End Construction Centerline Coordinates:**      N \_\_\_\_\_ E \_\_\_\_\_

or

**Location Coordinates:**      N \_\_\_\_\_ E \_\_\_\_\_

**LWDD PERMIT APPLICATION**

**Project Name/Description** \_\_\_\_\_  
\_\_\_\_\_

**2c. Property Control Number (for applicable parcels)** \_\_\_\_\_

**2d. Job, Agent or Government Project Number** \_\_\_\_\_

**2e. Receiving/Adjacent Canal(s):** \_\_\_\_\_ **2f. Project Acreage:** \_\_\_\_\_

**3. Agent\*:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Job #:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_ **Phone #** \_\_\_\_\_

**Project Engineer's email address:** \_\_\_\_\_

I hereby certify that I am an authorized agent of the owner.

\_\_\_\_\_  
Signature & Printed Name of Agent

\_\_\_\_\_  
Date

\* Agent must provide letter of authorization from owner.

**4. Owner/Applicant:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

\_\_\_\_\_  
Signature & Printed Name of Owner/Applicant

\_\_\_\_\_  
Date

**Checklist of items to be included with a Permit Application**

- ( ) Two (2) sets of signed & sealed design plans.
- ( ) One (1) set of signed & sealed drainage calculations for the appropriate frequency design storm event.
- ( ) Control structure(s) shown on the detail sheet of design plans shall be a fixed metal plate or wall, moveable metal plate or a combination of both. All dimensions and elevations shall be shown on design plans.
- ( ) Discharge pipe and/or endwall shown on detail sheet of the design plans shall meet LWDD & FDOT standards and specifications.
- ( ) Existing canal cross section with canal design section overlay, if applicable.
- ( ) Check for inspection/administrative fees if required, including itemization of fees. **See Chapter 2 – Fees, of LWDD Operating Policies manual.**
- ( ) Map of Survey and/or sketch of description (signed and sealed)
- ( ) Drawing describing the proposed use or facilities (to scale if possible)
- ( ) Copy of other Agency permits (if applicable)
- ( ) Other information pertinent to the application
- ( ) A benchmark shall be provided on the discharge control structure.

RESOLUTION NO. 87-4

BE IT RESOLVED that every landowner of the Lake Worth Drainage District is entitled to a reasonable number of crossings of canals adjacent to their own lands providing the canal crossings are constructed in accordance with the current standards and policies of the Lake Worth Drainage District so as to not adversely affect the uninterrupted free flow of water in the canal system of Lake Worth Drainage District.

Authorized signatures:

LAKE WORTH DRAINAGE DISTRICT

C. Stanley Weayer  
C. Stanley Weayer  
President, Board of Supervisors

George McMurrain  
George McMurrain  
Vice-President

(Corporate Seal)

Kermit Dell  
Kermit Dell  
Supervisor

Dated this 12th day of August, 1987.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

**3.5 Drainage Permit Criteria**

**3.5.1** Allowable discharge limits apply to all drainage applications.

<u>Basin</u>	<u>Rate</u>	<u>Frequency (yrs)</u>
Hillsboro Canal	35 CSM	25
C-15	70 CSM	25
C-16	62.6 CSM	25
C-51	Subject to restrictions of SFWMD basin rule.	

**3.5.2**

Minimum discharge culvert shall be fifteen (15) inches in diameter.

**3.5.3**

Invert of the discharge orifice shall be no lower than the maintained elevation in the LWDD canal. The minimum orifice shall be triangular in shape, with a six (6) inch base and a six (6) inch height. The triangular orifice shall be inverted so as to simulate a V-notch weir at low stages.

**3.5.4**

Any emergency control type structure(s) shall remain closed at all times unless specific written approval is granted by LWDD for its operation. At no time, shall the structure(s) be operated to bypass the water quality detention requirements for the project or to lower the lake levels below the permitted control elevation for the project. If for whatever reason it is determined that the Permittee is not complying with the directives of the LWDD, and/or is operating the structure(s) contrary to their intended purpose as an emergency outflow, the structure(s) shall be modified by LWDD to render the emergency structure(s) inoperable. In addition, the emergency structure(s) shall be equipped with a lock mechanism to prevent its unauthorized use, and a staff gauge shall be installed upstream of the structure(s) so that lake levels within the project can be quickly determined. By accepting this permit, the Permittee and/or assigns agree to allow LWDD to ingress/egress and render the emergency portion of the structure(s) inoperable for non-compliance or to prevent potential or actual unacceptable adverse impacts.

**3.5.5**

Maximum allowable discharge from any newly constructed road or street, or from any road or street improvement, shall be limited to two and one-half cubic feet per second (2.5 cfs) peak allowable per half (½) mile section for the twenty-five (25) year storm frequency. This is for any lane width or number of lanes for the road cross-section.

**3.5.6**

All waters discharged into the LWDD's canal system shall meet water quality standards in accordance with the laws of the State of Florida and the United States Federal Government.

# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## Chapter 3: Engineering & Permitting Requirements

### 3.5.7 Surface Water Elevations

#### 3.5.7.1 Maintained Water Surface Elevation

This refers to the every day maintained average elevation of the water in a given canal. It varies little during normal times, since minor rainfall can be controlled or released, and during a short dry period the water in some areas can be replenished by pumping. During extreme droughts this water surface elevation cannot always be achieved.

#### 3.5.7.2 Historical Water Surface Elevation

This refers to actual readings of the water surface elevations during storms which exceed the design criteria. On occasion, personnel have observed high water elevations relative to a road surface or similar landmark. These elevations have been recorded and are available for public inspection at LWDD's office.

#### 3.5.7.3

LWDD encourages engineers to discuss each area and receiving waters with a member of LWDD's staff prior to finalizing drainage plans.

### 3.5.8 Permit Application Notes

#### 3.5.8.1 Canal Cross-Sections

LWDD may require additional right-of-way adjacent to existing right-of-way, based on the actual location of the canals. LWDD can only determine the need for additional right-of-way by reviewing signed and sealed cross-sections of the canals. Conveyances to LWDD shall be by Warranty Deed or Exclusive Perpetual Easement.

For each applicable existing LWDD canal, the applicant or petitioner must provide two sets of current canal cross-sections signed and sealed by a professional surveyor and mapper licensed in the State of Florida. The canal cross-sections will be used to determine if LWDD will require the applicant or petitioner to convey any right-of-way to LWDD. Canal cross-sections at 300 foot intervals are to be provided for each canal, including at each end of the portion of the project that fronts the canal. A minimum of three canal cross-sections for each canal are to be provided. The canal cross-sections are to show, label and dimension at least the following:

- (a) channel bottom elevation and width;
- (b) location and elevation of each toe-of-slope and each top-of-bank;
- (c) existing canal right-of-way lines;

# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## Chapter 3: Engineering & Permitting Requirements

- (d) existing land lines (such as section lines, quarter-section lines, or platted block lines and tract lines within platted subdivisions, e.g., THE PALM BEACH FARMS CO. PLAT NO. 3);
- (e) property lines of subject parcel;
- (f) all easements within the limits of the canal cross-section; and
- (g) existing ground elevations to a point 50 feet beyond the existing top-of-banks on each side of the channel or to a point 25 feet outside of the existing canal right-of-way lines on each side of the channel, whichever is greater, including all features that may be relevant (e.g. buildings, edges of pavement, curbs, sidewalks, guardrails and ground grade breaks).

**Note: Each cross-section is to include a sufficient number of surveyed points such that the existing canal is accurately depicted.**

Canal cross-sections are also to be provided at each end of every culvert that exists within the limits of the project for each applicable LWDD canal, with the existing culvert shown in cross-sectional view depicted on the appropriate canal cross-section.

The cross-sections are to be shown at a scale of 1 inch equals 10 feet, both horizontal and vertical, for canals with a total of 80 feet (or less) of required right-of-way width (including both heavy and light canal maintenance berms), or 1 inch equals 20 feet, both horizontal and vertical, for canals with a total of more than 80 feet of required right-of-way width (including both heavy and light canal maintenance berms). A statement must be included on the cross-sections that the vertical datum used for the cross-sections is either the National Geodetic Vertical Datum of 1929 (NGVD 29) or the North American Vertical Datum of 1988 (NAVD 88), and if the NAVD 88 vertical datum has been used, a conversion factor between the NGVD 29 vertical datum and the NAVD 88 vertical datum for the locations where the cross-sections were taken, must be provided. A plan view must be provided that shows how the cross-sections are oriented. The cross-sections must be shown, in cross-sectional view, looking from west to east or from south to north, with the north or west right-of-way respectively being on the left side of each cross-section shown.

The requested information must be submitted to LWDD in both hardcopy format and CAD drawing files. The CAD drawing files must be in the form of AutoDesk DWG format (current and all prior versions accepted) or alternatively, in DXF format. The CAD drawing files can be submitted on either CD or DVD optical media.



**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

**NOTE:** Canal cross-sections are valid for a two year period. After that time, current canal cross-sections will be required for review by LWDD. Based upon review of current canal cross-sections, the applicant or petitioner may be required to reconstruct or reshape the existing canal, in addition to conveying right-of-way to LWDD.

**3.5.8.2**

Minimum bleeder size shall be a 6" X 6" inverted triangular orifice or larger, if discharge requirements allow.

**3.5.8.3**

Construction dewatering will require separate SFWMD and LWDD approval prior to discharge into the canal system.

**3.5.8.4 Transfer Drainage Permit**

When ownership of property that has an existing, valid LWDD Drainage Permit is changed and the permitted site design is not being altered, the new owner shall request a Transfer Drainage Permit by completing and submitting a fully executed Request for Transfer LWDD Drainage Permit, using the form at the end of this Section, along with submitting the required \$250.00 Transfer Drainage Permit fee. If the permitted site design is to be altered, the new owner shall submit either a completed new drainage permit application or request a permit modification, depending upon the degree of alteration. Contact the LWDD Engineering and Right-of-Way Department for a determination as to whether the modification is minor enough to warrant a permit modification or if the modification is major and requires a new drainage permit.

**3.5.9 Possible Permit Conditions**

[Note: These conditions are not totally inclusive. Additional conditions may be required based upon the circumstances of the project.]

**3.5.9.1**

Permittee shall reconstruct canal(s) to approved design section along and adjacent to the project's limits, including clearing and proper sloping of the maintenance berms. The cleared canal berms and side slopes shall be stabilized. Type of stabilization shall be approved by LWDD. This construction shall be completed prior to any building activity adjacent to LWDD rights-of-way. Please be advised that any fill material scheduled to be removed from the canal may not be relied on for site work.

**3.5.9.2**

The emergency control type structure(s) shall remain closed at all times unless specific written approval is granted by LWDD for its operation. At no time, shall the structure(s) be operated to bypass the water quality detention requirements for the project or to lower the lake levels below the permitted control elevation for the project. If for whatever reason it is determined that the Permittee is not complying with the directives of the LWDD, and/or is

## LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

### Chapter 3: Engineering & Permitting Requirements

operating the structure(s) contrary to their intended purpose as an emergency outflow, the structure(s) shall be modified by LWDD to render the emergency structure(s) inoperable. In addition, the emergency structure(s) shall be equipped with a lock mechanism to prevent its unauthorized use, and a staff gauge shall be installed upstream of the structure(s) so that lake levels within the project can be quickly determined. By accepting this permit, the Permittee and/or assigns agree to allow LWDD to ingress/egress and render the emergency portion of the structure(s) inoperable for non-compliance or to prevent potential or actual unacceptable adverse impacts.

#### 3.5.9.3

Permittee is to construct any sidewalk or pathway that is proposed within LWDD's rights-of-way with six-inch (6") thick concrete, or to meet LWDD approved alternate loading and material(s). The LWDD will not be held responsible or liable for any damage to the sidewalk or pathway resulting from LWDD operations and maintenance procedures, or any property damage or personal injury resulting from any sidewalk or pathway damage. All repairs are to be the responsibility of the Permittee.

#### 3.5.9.4

Permittee or Permittee's representative shall notify the LWDD Engineering Department forty-eight (48) hours prior to any work within LWDD rights-of-way to coordinate the extent of work to be completed. All facilities needing inspection must be observed prior to backfilling.

#### 3.5.9.5

Permittee shall restore LWDD's right-of-way to its original or better condition where disturbed by construction activity.

#### 3.5.9.6

LWDD cannot accept any water from dewatering either on or off-site until written notification of approval from South Florida Water Management District has been submitted to this office.

#### 3.5.9.7

It shall be the responsibility of the Permittee to locate and protect any underground facilities within LWDD's rights-of-way prior to and during construction.

#### 3.5.9.8

All underground installations in LWDD rights-of-way must have a minimum depth (cover) of thirty-six (36) inches unless an alternate design is approved.

All underground utilities placed within LWDD's canal rights-of-way must be identified with LWDD approved permanent witness markers identifying utility type and location.

#### 3.5.9.9

Permittee shall take all reasonable precautions necessary to prevent turbidity or silting upstream or downstream during construction.

#### 3.5.9.10

At the time of installation, a permanent benchmark shall be established at 2<sup>nd</sup> order, class II or better on top of the control structure(s) with the elevation clearly defined, pursuant to the National Geodetic Survey standards and requirements for leveling.

## **LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES**

### **Chapter 3: Engineering & Permitting Requirements**

#### **3.5.9.11**

Where improvements are erected on lots or parcels contiguous to LWDD canals, the Permittee shall install gutters and downspouts eliminating surplus water overland flow, assuring the route of said water into the on-site drainage facility and/or storm sewer system.

#### **3.5.9.12**

Permittee shall submit record drawings within sixty (60) days of project completion. Drawings should show, as a minimum, perimeter grading at or above the design storm and control structure elevations. Failure of the Permittee to provide these drawings within the time specified shall result in LWDD terminating the permit and requesting that all jurisdictional agencies withhold their final approval until the drawings are received and approved by LWDD.

#### **3.5.9.13**

Permittee shall obtain any and all permits required by any governmental agency and/or municipality that may be involved, prior to the commencement of any construction.

#### **3.5.9.14**

Permittee agrees that the stormwater discharge authorized by this permit shall comply with all applicable provisions of Part IV of Chapter 373, Florida Statutes, as well as applicable management and storage of surface water rules, including but not limited to, 40E-4.301, 40E-400.215, and 40E-400.315, Florida Administrative Code, and Section 5.2 of the SOUTH FLORIDA WATER MANAGEMENT DISTRICT Basis of Review. All costs of correcting any violations of SOUTH FLORIDA WATER MANAGEMENT DISTRICT law and rules shall be the exclusive obligation of Permittee.

#### **3.5.9.15**

All unpermitted drainage facilities installed before or during construction shall be removed prior to the project's final acceptance.

#### **3.5.9.16**

Permittee has provided a bond in favor of LWDD in the amount of 110% of the cost of the permitted facility and its installation. Bond will be released upon issuance of final inspection by LWDD and Permittee's submittal of record drawings to LWDD. The cost will be based upon an estimate prepared and signed and sealed by a professional engineer registered in the State of Florida.

#### **3.5.9.17**

Permittee agrees that significant construction must start within two years to the date of permit issuance or this permit is void and a new permit must be applied for prior to any construction activity on site. The new application must meet current operating policies.

#### **3.5.9.18**

The Permittee, LWDD approved assignees, or successors in title agree to operate and maintain the drainage system in perpetuity.

#### **3.5.9.19**

Permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the

# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## **Chapter 3: Engineering & Permitting Requirements**

surface water management system. LWDD reserves the right to require that additional water quality treatment methods shall be incorporated into the drainage system, if such measures are shown to be necessary based on local, SFWMD, USACE, FDEP and/or EPA standards that are required.

### **3.5.10 Conditions upon which Work within LWDD Right(s)-of-Way May be Required of a Petitioner or an Applicant**

Proposed improvements to property that is adjacent to a LWDD canal, or part of a parent tract (same property owner or contiguous master plat) that is adjacent to a LWDD canal, or proposed improvements within LWDD canal right(s)-of-way, may be conditioned, when and if permitted by LWDD, to do canal work. This canal work may include, but may not necessarily be limited to, canal channel and maintenance berm relocation, canal channel and maintenance berm reshaping, dredging, filling, sloping, channel side slope stabilization, sodding and/or seeding and mulching.

Projects that may be conditioned to do canal work are projects that propose to make improvements to the adjacent property and which improvements may directly affect the facilities of LWDD.

Also, projects within adjacent property that have existing conditions that have, in the past, adversely affected the facilities of LWDD, even if the proposed improvements will not directly affect the facilities of LWDD, may be required to do canal work.

Any requirements or conditions for canal work may be independent of any LWDD right-of-way ownership and interest requirements. These LWDD right-of-way ownership and interest requirements can be found in Chapter 5: Right-of-Way Ownership & Interests of the LWDD Operating Policies Manual.

Engineering and permitting requirements can be found in Chapter 3: Engineering & Permitting Requirements of the LWDD Operating Policies Manual.



**LWDD PERMIT APPLICATION**

**Project Name/Description** \_\_\_\_\_

**2c. Property Control Number (for applicable parcels)** \_\_\_\_\_

**2d. Job, Agent or Government Project Number** \_\_\_\_\_

**2e. Receiving/Adjacent Canal(s):** \_\_\_\_\_ **2f. Project Acreage:** \_\_\_\_\_

**3. Agent\*:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Job #:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_ **Phone #** \_\_\_\_\_

**Project Engineer's email address:** \_\_\_\_\_

I hereby certify that I am an authorized agent of the owner.

\_\_\_\_\_  
Signature & Printed Name of Agent

\_\_\_\_\_  
Date

\* Agent must provide letter of authorization from owner.

**4. Owner/Applicant:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

\_\_\_\_\_  
Signature & Printed Name of Owner/Applicant

\_\_\_\_\_  
Date

## LWDD PERMIT APPLICATION

Project Name/Description \_\_\_\_\_

---

### Checklist of items to be included with a Permit Application

- ( ) Two (2) sets of signed & sealed design plans.
- ( ) One (1) set of signed & sealed drainage calculations for the appropriate frequency design storm event.
- ( ) Control structure(s) shown on the detail sheet of design plans shall be a fixed metal plate or wall, moveable metal plate or a combination of both. All dimensions and elevations shall be shown on design plans.
- ( ) Discharge pipe and/or endwall shown on detail sheet of the design plans shall meet LWDD & FDOT standards and specifications.
- ( ) Existing canal cross section with canal design section overlay, if applicable.
- ( ) Check for inspection/administrative fees if required, including itemization of fees. **See Chapter 2 – Fees, of LWDD Operating Policies manual.**
- ( ) Map of Survey and/or sketch of description (signed and sealed)
- ( ) Drawing describing the proposed use or facilities (to scale if possible)
- ( ) Copy of other Agency permits (if applicable)
- ( ) Other information pertinent to the application
- ( ) A benchmark shall be provided on the discharge control structure.



# LAKE WORTH DRAINAGE DISTRICT

## Request for Transfer of LWDD Drainage Permit (to be executed by the New Owner/Permittee)

LAKE WORTH DRAINAGE DISTRICT  
13081 S. Military Trail  
Delray Beach, FL 33484-1105

It is hereby requested that Permit No. \_\_\_\_\_, authorizing the construction and operation of a drainage system for the below mentioned project, be transferred from the Existing Owner/Permittee to the New Owner/Permittee.

**Project Name and Phase (if applicable):** \_\_\_\_\_

**Existing Owner/Permittee:** Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

**New Owner/Permittee:** Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Enclosed is a check in the amount of \$250.00

**The signatory, as representative for the New Owner/Permittee, hereby agrees that the New Owner/Permittee will be perpetually bound by all terms and conditions of the permit, including all compliance requirements.** Authorization for any proposed modification to the project shall be applied for and obtained prior to conducting such modification.

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date



**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

**3.6 Docks and Davits/Boat Lifts and Seawalls**

**3.6.1 Docks and Davits/Boat Lifts**

**3.6.1.1**

A permit may be issued upon receipt of all requirements contained in this section. The permit shall be temporary and may be revoked by LWDD at any time. The termination or revocation shall be at the sole discretion of LWDD. See Application for Boat Dock/Seawall/Lift Permit at the end of this section.

**3.6.1.2**

Each application shall meet LWDD's requirements of the specific location, and all Municipal, County, State and Federal permits and/or requirements. Permits will not be issued for boathouses or floating docks. Other atypical dock designs will be reviewed on a case by case basis. LWDD reserves the right to refuse permitting any applications that do not meet the criteria contained herein.

**3.6.1.3**

Docks shall only be permitted on canals with a water surface at maintained water elevation of thirty feet (30') or more.

**3.6.1.4**

Docks are prohibited within three hundred feet (300') of a control structure.

**3.6.1.5**

Docks will not be permitted in areas where unacceptable rates of bank erosion are occurring, such as areas of excessive boat traffic, high channel velocities, or existing geological conditions. LWDD reserves the right to deny new permits or revoke existing permits in these areas.

**3.6.1.6**

Docks, including appurtenances (boat lifts), shall extend waterward no more than one-fourth ( $\frac{1}{4}$ ) of the canal width, as measured from the edge of water at the maintained water elevation. Docks shall not exceed twenty-five feet (25') in width, as measured from the edge of water at the maintained water elevation, waterward, and twenty-five feet (25') in length [forty-five feet (45') in tidal], as measured along the water's edge at maintained water elevation.

**3.6.1.7**

Minimum low member elevation for docks shall be two feet (2') above maintained water elevation.

**3.6.1.8**

Erosion control, in the form of either a seawall (See Section 11.2), interlocking concrete block revetment or rubble rip-rap shall be required for a distance of thirty-five feet (35') on both sides, from the center line of the dock or from property line to property line in cases where the water frontage is less than seventy feet (70'). Specific material types and dimensions must be approved by LWDD prior to submittal of the application.

# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## Chapter 3: Engineering & Permitting Requirements

**Note:** Rubble Rip-Rap shall consist of broken stone and meet the following requirements:

The material shall be sound and durable, with a specific gravity of at least 1.90. The broken stones shall be no larger than 1.0 cubic foot per piece and no smaller than 0.25 cubic foot per piece. It shall be free of cracks, soft seams and other structural defects. The pieces shall be roughly angular and shall be reasonably free from thin, flat elongated pieces. No protruding steel rebar will be permitted.

The broken stones (rubble) shall be placed in such a manner that the smaller rubble pieces are not segregated, but are evenly distributed within the voids between the larger rubble pieces.

### 3.6.1.9

Davits and/or boat lifts may be installed but must be indicated on the application drawings and must be approved by LWDD.

### 3.6.1.10

Electrical installations must be indicated on the applicant's drawings and installed by a Florida licensed electrical contractor. Upon completion of the installation, as-built drawings shall be provided to LWDD, noting the depth and location of the electrical installations. **All electrical wiring must be buried in conduit a minimum of thirty-six inches (36").**

### 3.6.1.11

Roofs on docks may be permitted subject to the requirements contained in standard building codes for the State of Florida.

#### 3.6.1.11.1

Applicant shall provide certification by a licensed Florida professional engineer or architect confirming that the structure's proposed design conforms to the applicable Building Code.

#### 3.6.1.11.2

Removable roofs, such as canvas or other LWDD approved material, may be permitted on a case by case basis. Removable roofs must be removed at least 24 hrs. in advance of a major storm event.

#### 3.6.1.11.3

Record drawing certified by a licensed Florida professional engineer or architect confirming that the structure was constructed in accordance with the design permitted by LWDD. In the alternative, LWDD will accept written verification from authorized local government representatives that the construction meets the applicable Building Code or another more stringent local government building code. If certified record drawing is not provided within sixty (60) days from substantial completion, LWDD shall revoke permit.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

**3.6.1.12**

LWDD will NOT permit the construction of docks that incorporate walls or other similar enclosures; whether solid, partly solid, screened or transparent, regardless of the type of materials used in construction.

**3.6.1.13**

Proof of general liability insurance in the minimum amount of \$300,000.00 shall be provided to LWDD by the applicant or a letter from the applicant's insurance company (on insurance company letterhead) that insures the subject property, stating the reduced limits of General Liability Coverage for the subject property, and this amount of coverage will be provided.

**3.6.1.14**

Applicant shall indemnify and hold harmless LWDD for any liabilities arising out of the subject permit.

**3.6.1.15**

Applicant shall provide a copy of the property's recorded Warranty Deed together with a copy of the current Tax Bill or provide a copy of a search of the Property Appraiser's Public Access System.

**3.6.1.16**

Applicant shall provide a signed and sealed survey or signed and sealed sketch and legal description of the property, showing the proposed location of the dock in reference to the property line and water's edge at maintained water elevation, as well as showing LWDD's right-of-way.

**3.6.1.17**

Applicant shall provide drawing(s) and information showing the location and type of construction and materials to be used. **See Minimum Requirements shown on the application package at the end of this section.**

**3.6.1.18**

Permit fee must be included with permit application submittal. **See Chapter 2.0 - Fees**

**3.6.1.19**

Dock permits will be revoked for certain unauthorized activities, which include, but are not limited to:

**3.6.1.19.1**

Dock or any portion of dock being used either permanently or temporarily as a place of residence.

**3.6.1.19.2**

Dock being used for the mooring of houseboats, or other vessels used permanently or temporarily as a place of residence.

**3.6.1.20**

If the applicant or contractor intends to use LWDD's right-of-way for temporary construction access, approval must be obtained from LWDD. **See Section 4.8 Use of Right-of-Way as Temporary Access.**

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

**3.6.2 Seawalls**

**3.6.2.1**

A permit may be issued upon receipt of all requirements contained in this section. The permit shall be temporary and may be revoked by LWDD at any time. The termination or revocation shall be at the sole discretion of LWDD.

**See Application for Boat Dock/Seawall/Lift Permit at the end of this section.**

**It is suggested that the applicant contact LWDD prior to seeking local governmental agency approval.**

**3.6.2.2**

Each application shall meet LWDD's requirements of the specific location, and all Municipal, County, State and Federal permits and/or requirements.

**3.6.2.3**

Applicant shall provide a signed and sealed survey or signed and sealed sketch and legal description of the property, showing the proposed location of the seawall in reference to the property line and water's edge at maintained water elevation, as well as showing LWDD's right-of-way.

**3.6.2.4**

Applicant shall provide drawing(s) and information showing the location and type of construction and materials to be used. Pile penetration shall be a minimum of one-half the total length (height) of sheetpile or four feet (4'), whichever is greater, unless a licensed Florida professional engineer provides signed and sealed calculations noting the penetration is not needed to that depth.

**3.6.2.5**

Proof of general liability insurance in the minimum amount of \$300,000.00 shall be provided to LWDD by the applicant or a letter from the applicant's insurance company (on insurance company letterhead) that insures the subject property, stating the reduced limits of General Liability Coverage for the subject property, and this amount of coverage will be provided.

**3.6.2.6**

Applicant shall indemnify and hold harmless LWDD for any liabilities arising out of the subject permit.

**3.6.2.7**

Applicant shall provide a copy of the property's recorded Warranty Deed together with a copy of the current Tax Bill or provide a copy of a search of the Property Appraiser's Public Access System.

**3.6.2.8**

Permit fee must be included with permit application submittal. **See Chapter 2.0 – Fees**

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

**3.6.3 Possible Permit Conditions**

[Note: These conditions are not totally inclusive. Additional conditions may be required based upon the circumstances of the project.]

**3.6.3.1**

LWDD hereby grants a temporary permit to install the facilities as described in the approved plans on file with LWDD.

**3.6.3.2**

It is agreed that it is the sole responsibility of Permittee to maintain the facilities in a good, safe condition. It is left to the sole discretion of LWDD to determine whether or not the facilities are being maintained in a good, safe condition.

**3.6.3.3**

In the event LWDD should determine that the facilities are not being maintained in a good, safe condition, or LWDD requires removal of the facilities for any reason, the Permittee hereby agrees to remove, at the Permittee's expense, the aforementioned facilities and restore the right-of-way to its former condition, upon receiving sixty (60) days written notice. In the event of the failure on the Permittee's part to remove the items permitted and restore said right-of-way, it is mutually agreed that LWDD may thereafter remove same at Permittee's expense and recover all related expenses against the subject property through the Florida courts, by way of, but not limited to the lien laws of the State of Florida.

**3.6.3.4**

Any electrical source for the facilities shall not be located in LWDD right-of-way (permanent or semi-permanent) and any power extension hookup shall be removed after each use.

**3.6.3.5**

Lift arms shall have reflectors or reflective tape at all times, which can be easily seen at night from both upstream and downstream sides of the canal, should they extend over or into the water body.

**3.6.3.6**

Permittee agrees to indemnify and hold harmless LWDD of and from any and all losses, claims, damages, causes of action, costs and expenses of whatever kind or nature, including attorney's fees and court costs relating to or arising out of any claims against LWDD, as a result of or emanating out of the issuance of this Temporary Boat Dock/Seawall Permit and the usage of the LWDD right-of-way by the Permittee and the public.

**3.6.3.7**

Permittee acknowledges that LWDD is exempt from liability for personal injury and damages that may arise as a result of the issuance of this Permit by virtue of Laws of Florida, Chapter No. 2003-344.

**3.6.3.8**

LWDD reserves the right to terminate, amend, alter, or change the terms, conditions, or requirements contained herein at anytime and for any reason.

# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## Chapter 3: Engineering & Permitting Requirements

### 3.6.3.9

Any rights transferred herein to Permittee shall be inferior to the rights of LWDD.

### 3.6.3.10

If the ownership of the property is transferred, the new owner shall secure a new Permit from LWDD.

### 3.6.3.11

The Permittee, LWDD approved assignees, and/or successors in title agree to operate and maintain the system/facility in perpetuity.

### 3.6.3.12

It is not the intent of the Permit to alter or affect the necessity of obtaining any other permits from any other appropriate government agencies.

### 3.6.3.13

Forty-eight (48) hours notice must be given to LWDD prior to commencement of work within LWDD right-of-way.

### 3.6.4 Conditions upon which Work within LWDD Right(s)-of-Way May be Required of a Petitioner or an Applicant

Proposed improvements to property that is adjacent to a LWDD canal, or part of a parent tract (same property owner or contiguous master plat) that is adjacent to a LWDD canal, or proposed improvements within LWDD canal right(s)-of-way, may be conditioned, when and if permitted by LWDD, to do canal work. This canal work may include, but may not necessarily be limited to, canal channel and maintenance berm relocation, canal channel and maintenance berm reshaping, dredging, filling, sloping, channel side slope stabilization, sodding and/or seeding and mulching.

Projects that may be conditioned to do canal work are projects that propose to make improvements to the adjacent property and which improvements may directly affect the facilities of LWDD.

Also, projects within adjacent property that have existing conditions that have, in the past, adversely affected the facilities of LWDD, even if the proposed improvements will not directly affect the facilities of LWDD, may be required to do canal work.

Any requirements or conditions for canal work may be independent of any LWDD right-of-way ownership and interest requirements. These LWDD right-of-way ownership and interest requirements can be found in Chapter 5: Right-of-Way Ownership & Interests of the LWDD Operating Policies Manual.

Engineering and permitting requirements can be found in Chapter 3: Engineering & Permitting Requirements of the LWDD Operating Policies Manual.

**LAKE WORTH DRAINAGE DISTRICT**  
13081 Military Trail, Delray Beach, FL 33484-1105  
(561) 498-5363 or 737-3835  
Fax: (561) 495-9694

## APPLICATION FOR BOAT DOCK/SEAWALL/LIFT PERMIT

Applicant: \_\_\_\_\_  
Property Owner's Name(s)

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Canal No.: \_\_\_\_\_

Contractor: \_\_\_\_\_  
Name

Address

Phone No.

Printed Name of Applicant

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

**FOR LWDD USE ONLY:**

LWDD Permit No. \_\_\_\_\_

Date Application Received \_\_\_\_\_

Date Permit Fee Received \_\_\_\_\_

Check # \_\_\_\_\_

Receipt # \_\_\_\_\_

**APPLICATION FOR BOAT DOCK/SEAWALL/LIFT PERMIT**

Dock: Final dimensions will be \_\_\_\_\_ feet long by \_\_\_\_\_ feet wide.

Piling: Check type to be used: Wood \_\_\_\_\_ Concrete \_\_\_\_\_ Steel \_\_\_\_\_  
 How many will be used in your construction? \_\_\_\_\_  
 What size will be used: Diameter: \_\_\_\_\_ inches  
 Length: \_\_\_\_\_ feet  
 Depth of penetration of the front piling will be \_\_\_\_\_ feet  
 Depth of penetration of the rear piling will be \_\_\_\_\_ feet

Deck: Check type to be used: Wood \_\_\_\_\_ Concrete \_\_\_\_\_ Steel \_\_\_\_\_  
 State size or dimensions: \_\_\_\_\_  
[Examples: 4" x 4" Pine, 4" H-Beam]  
 Dock low member height above average water surface (minimum 2 feet) \_\_\_\_\_

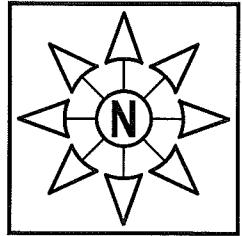
Anchor Point: If dock is to be built against a bulkhead or seawall, describe the manner of anchoring deck to the wall or bulkhead.

\_\_\_\_\_

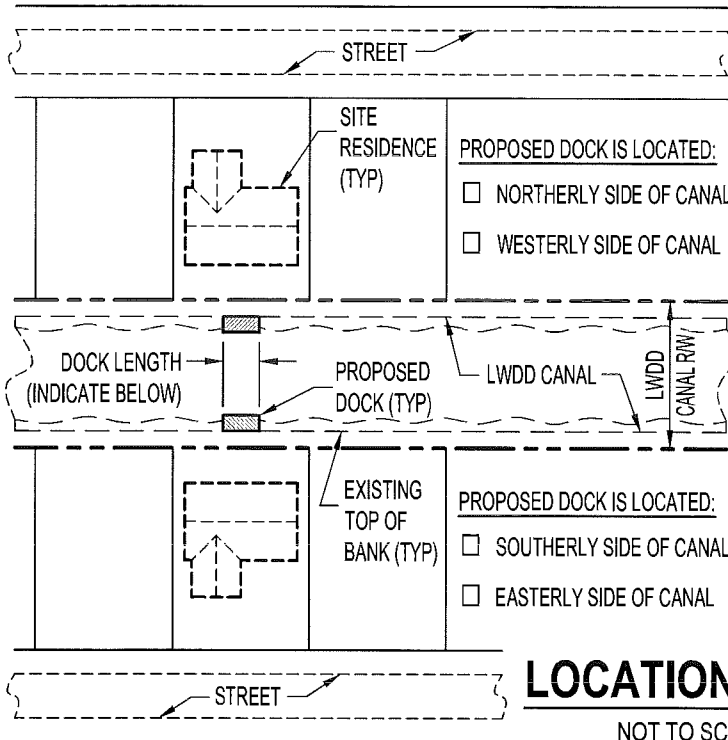
<b>FOR LWDD USE ONLY:</b>		
Item No. _____	Canal: _____	Date: _____
Deck Width: _____	Deck Length: _____	Canal Width: _____
No. of Piles: _____	Pile Type: _____	Pile Condition: _____
Decking Type: _____	Decking Condition: _____	Decking Stability: _____
Low Member Clearance: _____		
Steps/Ramp Type: _____	Steps/Ramp Condition: _____	
Steps/Ramp Stability: _____		
Seawall Condition: _____	Rip/Rap Material: _____	
Installation Approved: _____	Installation Not Approved: _____	



# LAKE WORTH DRAINAGE DISTRICT DOCK PERMIT LOCATION MAP



IDENTIFY NORTH: PLACE CHECK IN APPROPRIATE ARROWHEAD



PROPOSED DOCK IS LOCATED:  
 NORTHERLY SIDE OF CANAL  
 WESTERLY SIDE OF CANAL

PROPOSED DOCK IS LOCATED:  
 SOUTHERLY SIDE OF CANAL  
 EASTERLY SIDE OF CANAL

**REQUIRED INFORMATION:**

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

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

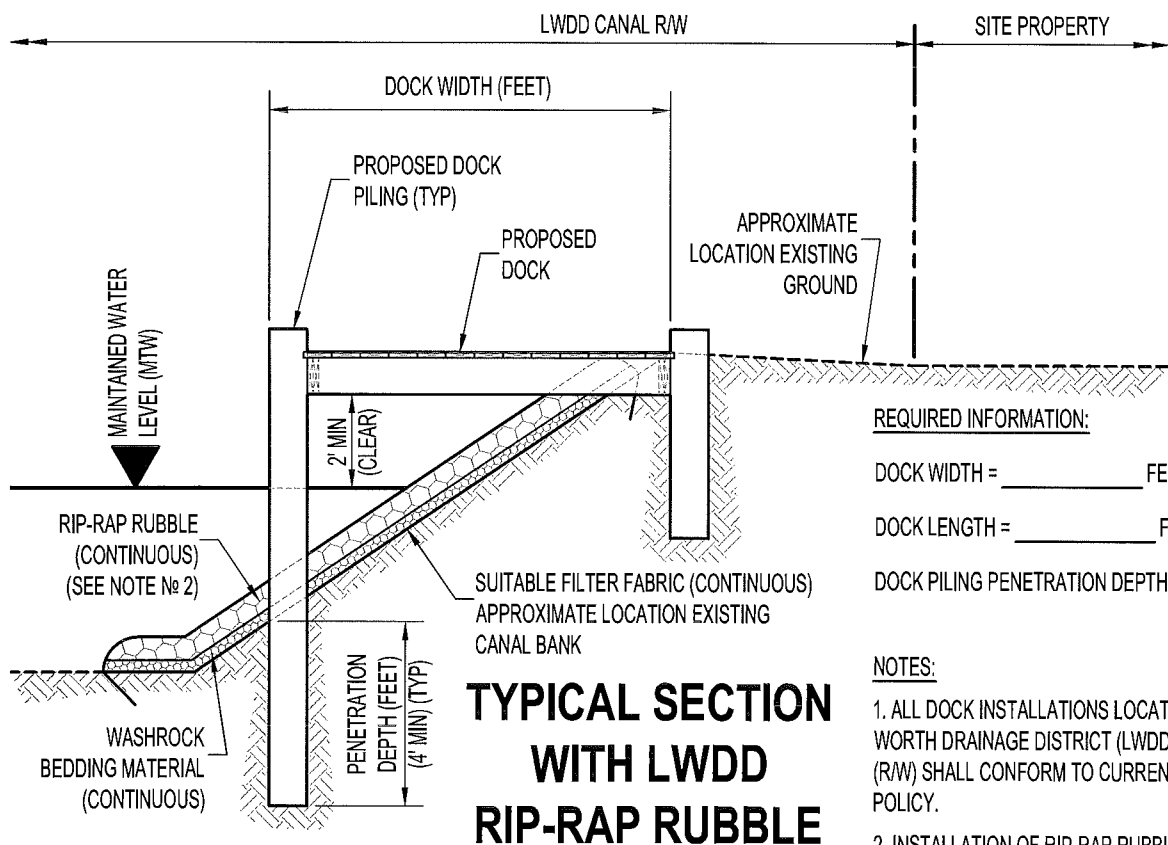
SITE ADDRESS: \_\_\_\_\_

\_\_\_\_\_

SUBDIVISION: \_\_\_\_\_

LOT NUMBER: \_\_\_\_\_ BLOCK NUMBER: \_\_\_\_\_

LWDD CANAL No: \_\_\_\_\_



## TYPICAL SECTION WITH LWDD RIP-RAP RUBBLE

NOT TO SCALE

**REQUIRED INFORMATION:**

DOCK WIDTH = \_\_\_\_\_ FEET

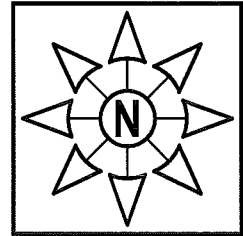
DOCK LENGTH = \_\_\_\_\_ FEET

DOCK PILING PENETRATION DEPTH = \_\_\_\_\_ FEET

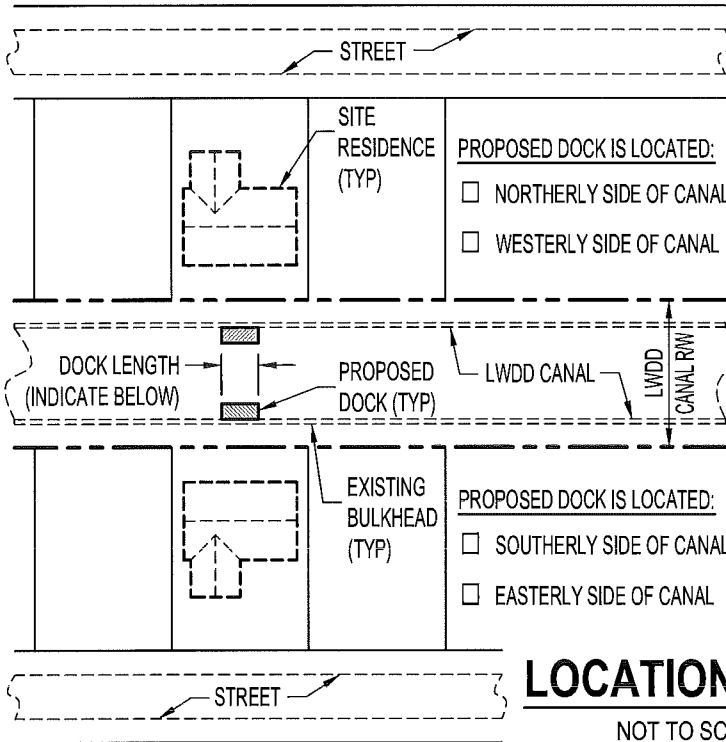
- NOTES:**
1. ALL DOCK INSTALLATIONS LOCATED WITHIN A LAKE WORTH DRAINAGE DISTRICT (LWDD) CANAL RIGHT-OF-WAY (R/W) SHALL CONFORM TO CURRENT LWDD OPERATING POLICY.
  2. INSTALLATION OF RIP-RAP RUBBLE SHALL CONFORM TO CURRENT LWDD OPERATING POLICY.

R:\CAD\_projects\library\policy\_manual\LWDD\_dock\_permit\_form.dwg 8/5/2011 2:58 PM

# LAKE WORTH DRAINAGE DISTRICT DOCK PERMIT LOCATION MAP



IDENTIFY NORTH: PLACE CHECK IN APPROPRIATE ARROWHEAD



**REQUIRED INFORMATION:**

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

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

SITE ADDRESS: \_\_\_\_\_

\_\_\_\_\_

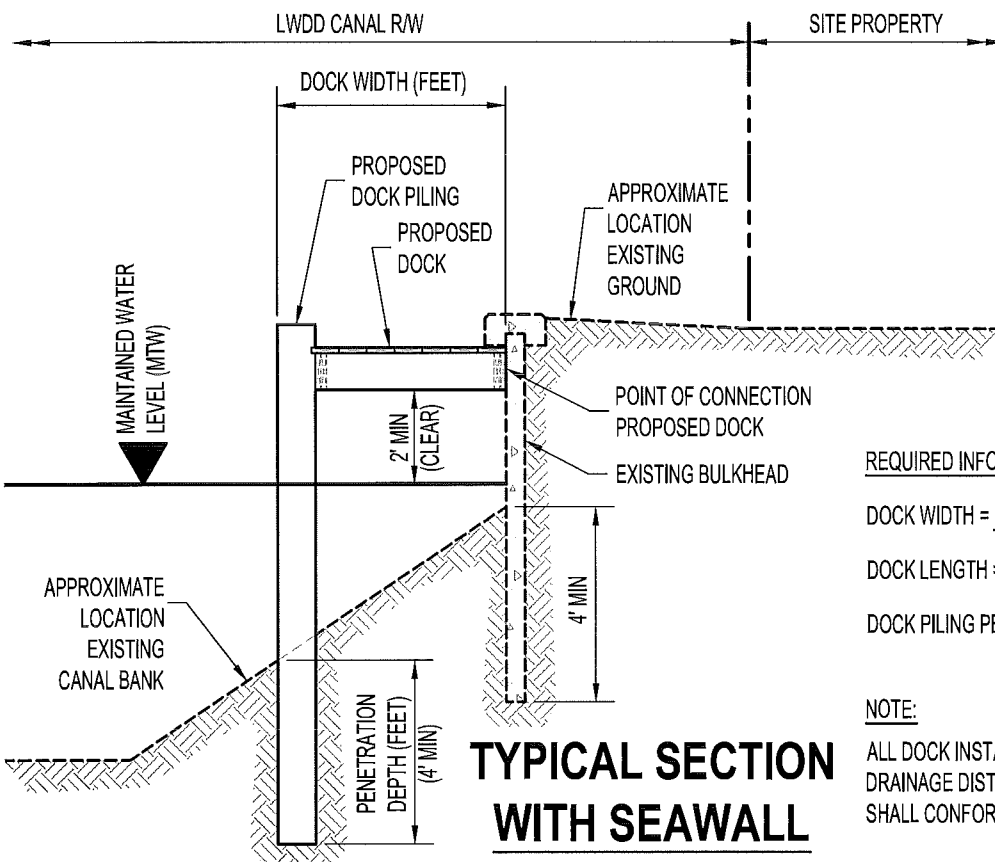
SUBDIVISION: \_\_\_\_\_

LOT NUMBER: \_\_\_\_\_ BLOCK NUMBER: \_\_\_\_\_

LWDD CANAL No: \_\_\_\_\_

## LOCATION PLAN

NOT TO SCALE



## TYPICAL SECTION WITH SEAWALL

NOT TO SCALE

**REQUIRED INFORMATION:**

DOCK WIDTH = \_\_\_\_\_ FEET

DOCK LENGTH = \_\_\_\_\_ FEET

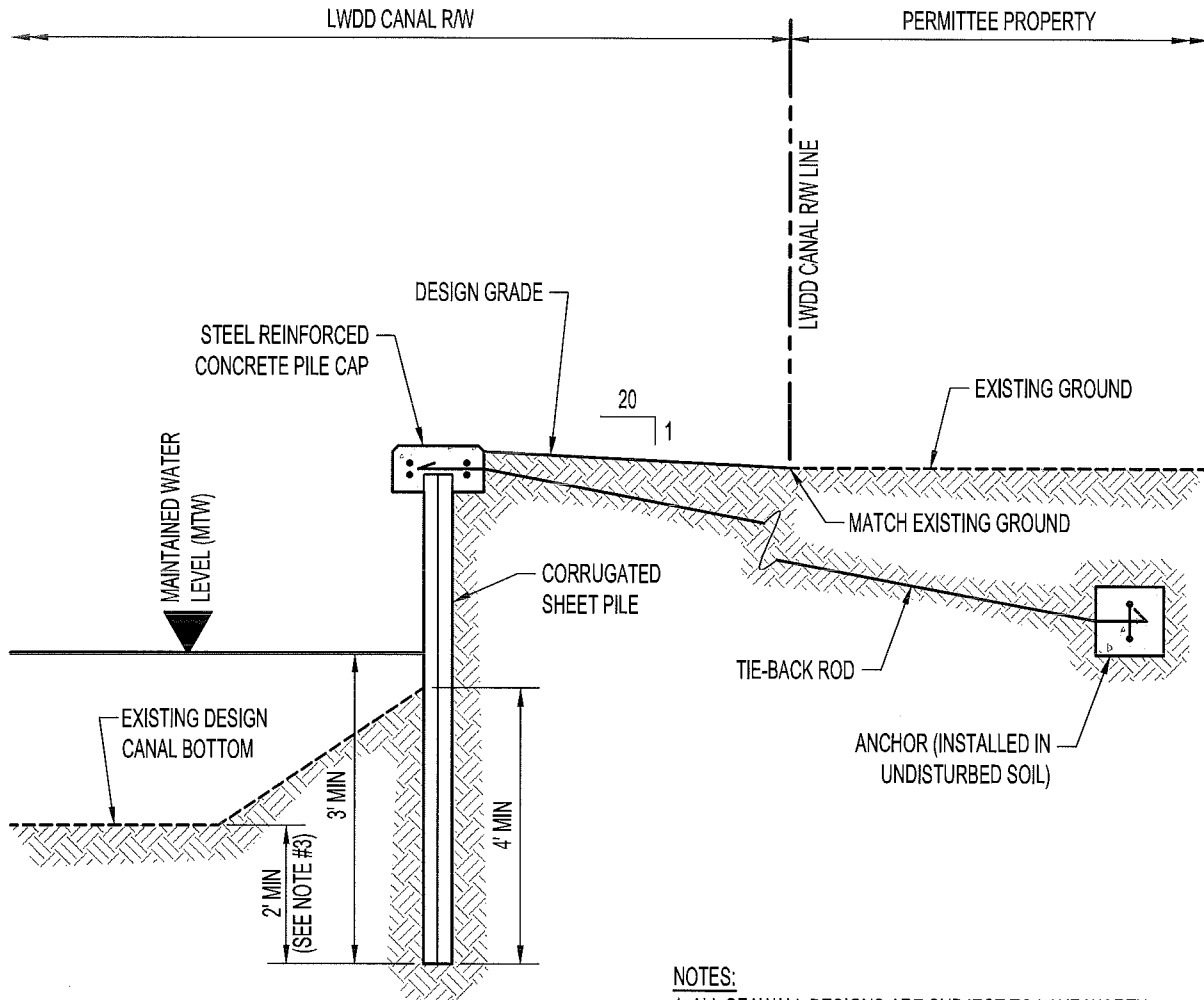
DOCK PILING PENETRATION DEPTH = \_\_\_\_\_ FEET

**NOTE:**

ALL DOCK INSTALLATIONS LOCATED WITHIN A LAKE WORTH DRAINAGE DISTRICT (LWDD) CANAL RIGHT-OF-WAY (R/W) SHALL CONFORM TO CURRENT LWDD OPERATING POLICY.

# TYPICAL CORRUGATED SEAWALL DETAIL

NOT TO SCALE



## NOTES:

1. ALL SEAWALL DESIGNS ARE SUBJECT TO LAKE WORTH DRAINAGE DISTRICT (LWDD) APPROVAL
2. LWDD MAY REQUIRE DESIGN DRAWINGS SIGNED & SEALED BY A PROFESSIONAL ENGINEER REGISTERED WITH THE STATE OF FLORIDA
3. MINIMUM SHEET PILE PENETRATION SHALL BE 2 FEET BELOW THE DESIGN CANAL BOTTOM (UNLESS OTHERWISE APPROVED BY LWDD).

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

**3.7 Gates**

**3.7.1**

A permit may be issued upon receipt of all requirements contained in this section. The permit shall be temporary and may be revoked by LWDD at any time. The termination or revocation shall be at the sole discretion of LWDD.

**3.7.2**

Gates will only be permitted at each end of a subdivision or adjacent to a road and must be installed perpendicular to the canal right-of-way.

**3.7.2.1**

Gates adjacent to a road are to be installed twenty feet (20') outside the limits of the road right-of-way. For security purposes, fencing of the same material as the gate will be allowed to run along the outside canal right-of-way line parallel to the channel of the canal for the twenty feet (20') distance.

**3.7.3**

Gates shall provide a fourteen feet (14') wide clear access when opened. Initial lock(s) to be furnished by LWDD. Subsequent lock replacement shall be subject to the Permittee notifying LWDD for replacement and payment of \$25.00 for each new lock. See access gate details at the end of this section.

**3.7.4**

Applicant shall provide proof of ownership in the form of a copy of the recorded Warranty Deed together with a copy of the current Tax Bill or provide a copy of a search of the Property Appraiser's Public Access System.

**3.7.5**

Applicant shall indemnify and hold harmless LWDD for any liabilities arising out of the subject permit.

**3.7.6**

A survey or drawing showing the location of the gate(s) must be furnished.

**3.7.7**

Permit fee must be paid when application is submitted. **See Chapter 2.0 – Fees.**

**3.7.8 Possible Permit Conditions**

[Note: These conditions are not totally inclusive. Additional conditions may be required based upon the circumstances of the project.]

**3.7.8.1**

LWDD hereby grants unto Permittee a temporary Permit to install the facilities as described in the approved plans on file with LWDD.

**3.7.8.2**

It is agreed that it is the sole responsibility of the Permittee to maintain the gate(s) in a good, safe condition. It is left to the sole discretion of LWDD to determine whether or not the gate(s) is (are) being maintained in a good, safe condition.

**3.7.8.3**

In the event LWDD should determine that the gate(s) is (are) not being maintained in a good, safe condition, or LWDD requires the removal of the gate(s) for any reason, at the sole discretion of LWDD, the Permittee hereby

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3:           Engineering & Permitting Requirements**

agrees to remove, at the Permittee's expense the gate(s) and restore LWDD'S right-of-way to its original or better condition (to be approved by LWDD), upon receiving ten (10) days written notice. In the event of the failure on the Permittee's part to remove the gate(s) and restore said right-of-way, it is mutually agreed that LWDD, may thereafter remove same at the Permittee's expense and recover all related expenses, including attorney's fees and court costs, from Permittee, by way of, but not limited to the Florida lien laws of the State of Florida. Should said gate(s) be installed adjacent to common ground of a Homeowners' Association, said gate(s) shall be subject to removal at the request of the Homeowners' Association.

**3.7.8.4**

Permittee agrees to indemnify and hold harmless LWDD from and against any and all losses, claims, damages, causes of action, costs, and expenses of whatever kind or nature, including attorney's fees and court costs relating to or arising out of any claims against LWDD, as a result of or emanating out of the issuance of this Temporary Gate Permit and the usage of the LWDD right-of-way by the Permittee and the public.

**3.7.8.5**

Permittee agrees that the minimum width of the gate(s) to be installed must be fourteen (14) feet so as to permit LWDD ready access and use to its right-of-way. Further, LWDD shall provide one (1) lock and two (2) keys to the Permittee for access when necessary. However, access requires LWDD permission.

**3.7.8.6**

LWDD reserves the right to terminate, amend, alter, or change the terms, conditions, or requirements contained herein at anytime and for any reason.

**3.7.8.7**

Any rights transferred herein to Permittee shall be inferior to the rights of LWDD.

**3.7.8.8**

If the ownership of the property is transferred, the new owner shall secure a new Permit from the LWDD.

**3.7.8.9**

The Permittee, LWDD approved assignees, and/or successors in title agree to operate and maintain the system/facility in perpetuity.

**3.7.8.10**

It is not the intent of this Permit to alter or affect the necessity of obtaining any other permits from any other appropriate government agencies.

**3.7.8.11**

Forty-eight (48) hours notice must be given prior to commencement of work within LWDD's right-of-way.

**3.7.8.12**

Gate shall be installed 20 feet outside of the adjacent road right-of-way.

**3.7.8.13**

This permit shall expire one (1) year from issuance date, should construction fail to be completed.

**LAKE WORTH DRAINAGE DISTRICT**  
13081 Military Trail, Delray Beach, FL 33484-1105  
(561) 498-5363 or 737-3835  
Fax: (561) 495-9694

## APPLICATION FOR GATE PERMIT

Applicant: \_\_\_\_\_  
Property Owner's Name(s) or Association's Name

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Canal No.: \_\_\_\_\_

Contractor: \_\_\_\_\_

Name

Address

Phone No.

Printed Name of Applicant

Signature of Applicant

Date

Property Control Number: \_\_\_\_\_

### FOR LWDD USE ONLY:

LWDD Permit No. \_\_\_\_\_

Date Application Received \_\_\_\_\_

Date Permit Fee Received \_\_\_\_\_

Check # \_\_\_\_\_

Receipt # \_\_\_\_\_

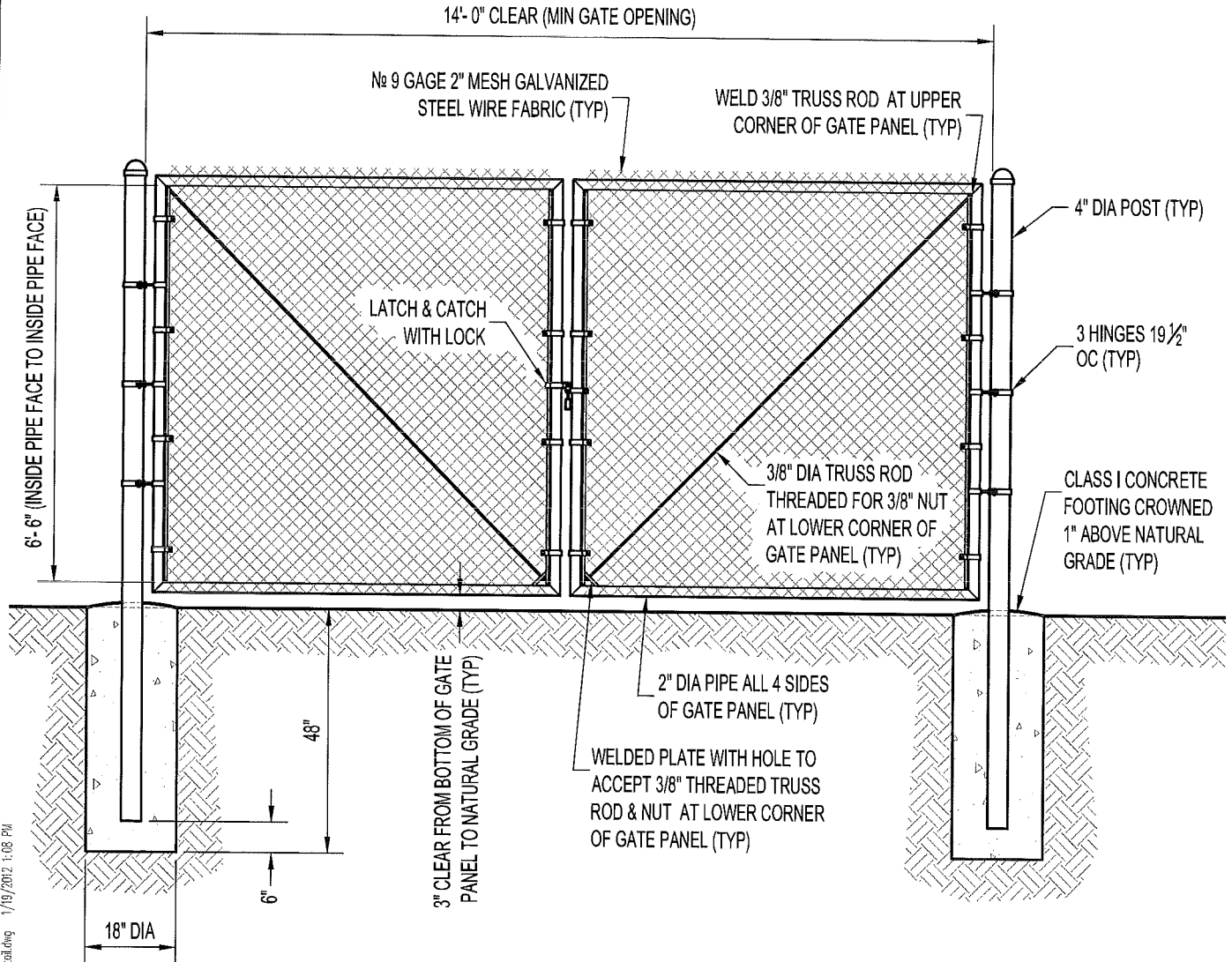
### Checklist of Items to be Included with Application:

- ( ) Survey with gate location showing setback from Palm Beach County right-of-way
- ( ) Title Certification for owner adjacent to LWDD right-of-way
- ( ) Copy of current Palm Beach County Property Tax Bill or Warranty Deed
- ( ) Drawing showing 14 ft. minimum gate opening
- ( ) Gate shown centered on right-of-way

# LAKE WORTH DRAINAGE DISTRICT ACCESS GATE DETAIL

NOT TO SCALE

## EXAMPLE



**NOTES:**

1. ALL GATE COMPONENTS SHALL MEET THE MATERIAL REQUIREMENTS SPECIFIED IN FDOT INDEX No 452 UNLESS SHOWN ABOVE.
2. LOCK TO BE PROVIDED BY LWDD & A KEY WILL BE FURNISHED TO THE PERMITTEE.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

**3.8 Irrigation Connections**

**NOTE: LWDD does not issue Irrigation Connection Permits for single family residences.**

**3.8.1 Permit Application Requirements**

LWDD's authorization to utilize lands and other works constitutes a temporary revocable permit. In consideration for receipt of the subject temporary revocable permit, the Permittee agrees to be bound by the following standard limiting conditions; unless expressly waived or modified by the LWDD Board of Supervisors, as being not in furtherance of the objectives of Chapter 298, F.S., and/or special acts creating LWDD:

**Irrigation Connection Permit Conditions:**

**[Note: These conditions are not totally inclusive. Additional conditions may be required based upon the circumstances of the project.]**

**3.8.1.1**

No open channel connections are allowed to the LWDD facilities. All connections shall be made by pipe, culverts, etc., constructed of suitable material, as approved by LWDD.

**3.8.1.2**

Cover over facilities installed within LWDD maintenance areas shall be sufficient to withstand LWDD maintenance operations. A minimum of thirty-six inches (36") of cover is required. [Soil conditions may affect the minimum cover required.]

**3.8.1.3**

All facilities on LWDD right-of-way constructed by the Permittee shall remain the property of the Permittee, who shall be solely responsible for ensuring that such facilities and other uses remain in good and safe conditions and comply with all applicable federal, state, and local safety standards. LWDD assumes no obligation with regard to ensuring that such uses are so maintained and assumes no liability with regard to injuries caused to others by any failure of the facilities. LWDD further assumes no duty to ensure that the permitted use complies with the safety standards of other governmental entities.

**3.8.1.4**

Permittee agrees to abide by all of the terms and conditions of the permit, including any representations made on the application and related documents. Permittee agrees to pay all investigative costs, court costs and reasonable attorney's fees resulting from any successful action taken by LWDD to obtain compliance with the conditions of the permit or removal of the permitted use.



**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

**3.8.1.5**

The permit does not create any vested rights, and is revocable at the sole discretion of LWDD within thirty (30) days written notice. Permittee bears all risk of loss as to monies expended regarding the use. Upon revocation, the Permittee shall promptly modify, relocate or remove the permitted use, as required by LWDD. In the event of failure to so comply within the specified time, LWDD may remove the use and Permittee shall be responsible for all removal costs.

**3.8.1.6**

The permit does not convey any property rights nor any rights or privileges other than those specified herein. LWDD approves the use only to the extent of its interest in the works of LWDD. The Permittee shall obtain all other necessary federal, state, local, special district and private authorizations prior to the start of any construction or alteration authorized by the permit. LWDD, however, assumes no duty to ensure that any such authorizations have been obtained or are required.

**3.8.1.7**

Permittee agrees to hold harmless and indemnify LWDD from any and all damages, injuries, liabilities or claims which arise from the ownership, construction, maintenance or operation of the permitted use of facilities, whether caused by the injured person or Permittee, and whether occurring within the area of the permitted use or outside such area, provided the activity originated from the permitted use. This obligation expressly includes any alleged or actual negligence by LWDD as to all permitting activities regarding the subject use, including enforcement of permit conditions.

**3.8.1.8**

Prior to construction, a copy of the Consumptive Use Permit from SFWMD shall be submitted to LWDD.

**3.8.1.9**

The Permittee shall not engage in any activity regarding the permitted use, which interferes with the construction, alteration, maintenance or operation of the works of LWDD, including, but not limited to planting trees or shrubs or erecting structures which limit or prohibit access by LWDD equipment and vehicles, except as may be authorized by the permit. Permittee shall be responsible for any costs incurred by LWDD resulting from any such interference.

**3.8.1.10**

LWDD has the right to inspect the permitted use at any time.

**3.8.1.11**

LWDD has the right to change, regulate, limit, schedule, or suspend discharges into, or withdrawals from, works of LWDD, in accordance with criteria established by LWDD and other regulatory agencies. Reasonable prior written notice shall be given to the Permittee.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

**3.8.1.12**

No encroachments shall be located within LWDD right-of-way, other than what is permitted on the design plans. Existing facilities located within LWDD right-of-way shall be relocated within thirty (30) days of written LWDD notification to relocate.

**3.8.1.13**

Permittee shall comply with any and all Limiting Conditions contained LWDD's South Florida Water Management District Consumptive Use Permit Number 50-00793-W.

**3.8.1.14**

Permittee shall comply with any and all conditions contained in LWDD's Operating Policies, Section 3.8.

**3.8.1.15**

Permittee releases and holds harmless LWDD for any damages caused by Permittee to the permitted facilities.

**3.8.1.16**

Permittee will restore right-of-way to its original or better condition where disturbed by construction activity.

**3.8.1.17**

Prior to commencement of construction, the Permittee will contact the proper authorities to locate all existing utilities that may be located in the LWDD right-of-way.

**3.8.2 Fees: See Chapter 2.0**

To be completed by LWDD only:

Subdivision Name: \_\_\_\_\_

Canal No.: \_\_\_\_\_

Permit No.: \_\_\_\_\_

Plat: \_\_\_\_\_

Location Map: \_\_\_\_\_

Check: \_\_\_\_\_

**IRRIGATION CONNECTION PERMIT  
APPLICATION and CHECKLIST**

APPLICANT(S): \_\_\_\_\_

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

CONTACT PERSON: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

LOCATION: SECTION \_\_\_\_\_ TOWNSHIP \_\_\_\_\_ RANGE \_\_\_\_\_

ADJACENT LWDD CANAL(S): \_\_\_\_\_

ADJACENT MAJOR CROSS STREETS: \_\_\_\_\_

CHECK MADE PAYABLE TO LAKE WORTH DRAINAGE DISTRICT.

PLEASE PROVIDE TWO (2) SETS OF THE PLAT OF THE PROPERTY [EXHIBIT 'A'] (SURVEY IN LIEU OF PLAT ACCEPTABLE) SHOWING THE FOLLOWING:

- LOCATION OF LWDD CANAL(S)
- APPROXIMATE LOCATION OF PUMP(S)
- LOCATION OF PROPOSED IRRIGATION LINE

PLEASE PROVIDE TWO SETS OF DESIGN DRAWINGS [EXHIBIT 'B'] SHOWING THE FOLLOWING: (See attached example.)

A CROSS SECTION VIEW OF THE PROPOSED IRRIGATION LINE WITHIN THE DISTRICT'S RIGHT-OF-WAY. SHOW ALL DIMENSIONS OF THE INSTALLATION, E.G. DEPTH OF COVER, WATERWARD EXTENT OF INTAKE LINE, DEPTH BELOW WATER OF SCREENED INTAKE.

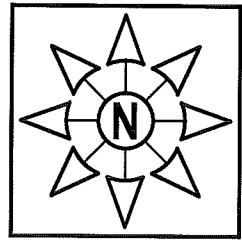
LWDD INSPECTOR SHALL HAVE THE RIGHT TO FIELD ADJUST ANY PART OF THE INSTALLATION WITHIN THE LWDD'S RIGHT-OF-WAY. A PRE-CONSTRUCTION MEETING IS MANDATORY.

ISSUANCE OF THIS PERMIT DOES NOT IMPLY OR GIVE ANY RIGHTS TO THE USE OF WATER. A SEPARATE PERMIT MUST BE OBTAINED FROM THE SFWMD. PRIOR TO ANY CONSTRUCTION, PROOF OF THE SFWMD PERMIT MUST BE SUBMITTED TO LWDD AND A COPY MUST BE FURNISHED TO THE LOCAL INSPECTOR.

PLEASE REVIEW LAKE WORTH DRAINAGE DISTRICT'S PERMIT LIMITING CONDITIONS PRIOR TO SUBMITTING.

**NOTE: IF ASSISTANCE IS REQUIRED, PLEASE CALL (561) 498-5363 OR 737-3835, AND ASK FOR ENGINEERING.**

# LAKE WORTH DRAINAGE DISTRICT IRRIGATION CONNECTION PERMIT LOCATION MAP

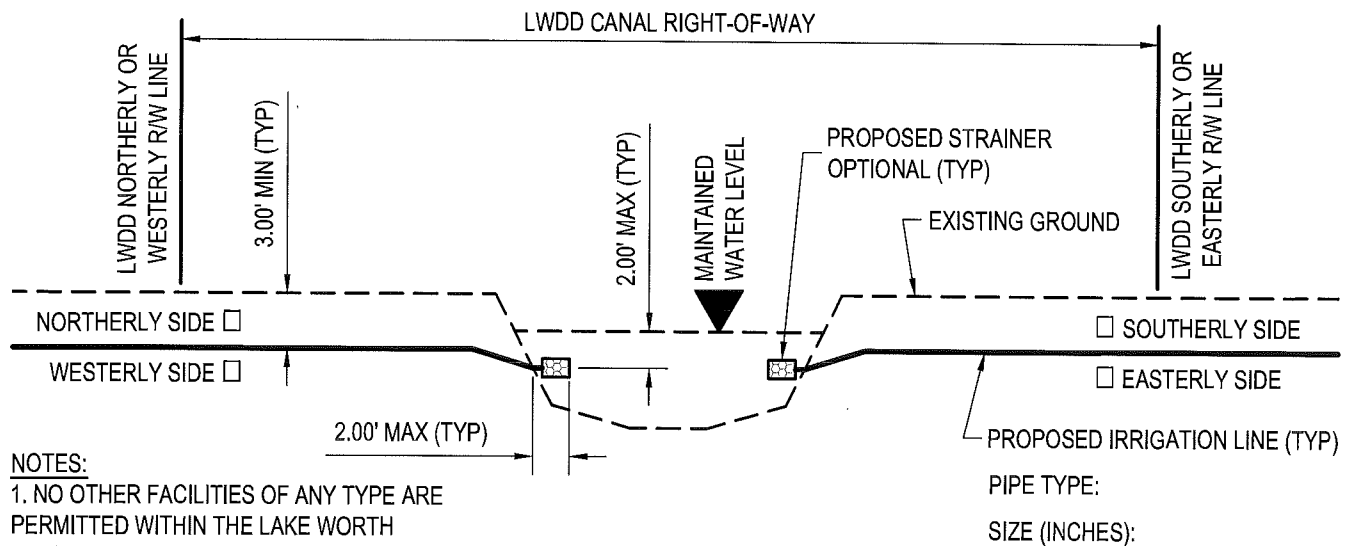


IDENTIFY NORTH:  
PLACE CHECK IN  
APPROPRIATE  
ARROWHEAD

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 SUBDIVISION: \_\_\_\_\_  
 LWDD CANAL No \_\_\_\_\_

## LOCATION SKETCH

SHOW ROUTE TO PROJECT SITE: INCLUDE NEAREST MAIN ROAD & CROSSROAD



**NOTES:**

1. NO OTHER FACILITIES OF ANY TYPE ARE PERMITTED WITHIN THE LAKE WORTH DRAINAGE DISTRICT RIGHT-OF-WAY.
2. IDENTIFY SIDE OF CANAL WHERE PROPOSED IRRIGATION CONNECTION IS LOCATED: PLACE CHECK IN APPROPRIATE BOX.

## PROFILE VIEW

LOOKING IN A NORTHERLY OR EASTERLY DIRECTION  
(NOT TO SCALE)

# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## Chapter 3: Engineering & Permitting Requirements

### 3.9 Piping of Canals

#### 3.9.1 Request to Pipe a LWDD Canal

A property owner that is adjacent to a LWDD canal can request to pipe the canal, pave a portion or all of the canal right-of-way that is piped and use this area for their parking. LWDD can only consider requests to pipe LWDD canals in areas that meet one of the following three conditions: (1) LWDD holds the entire canal right-of-way to be piped in fee simple, (2) the property owner requesting to pipe the canal, the petitioner, owns the entire canal right-of-way to be piped, or (3) the petitioner obtains written authorization (and provides to LWDD copies of each of these written authorizations) from all underlying owners of the canal area to be piped and the underlying property owner(s) shall be required to execute a Consent and Joinder of the final Piping, Paving, and Parking (PPP) License Agreement.

#### 3.9.2 Board Approval

The petitioner must obtain LWDD Board approval to pipe a portion of a LWDD canal and to use this piped canal right-of-way to pave and park on. Piping of a LWDD canal will require a PPP License Agreement for the area ("License Area") of LWDD right-of-way to be used by the petitioner. The petitioner will also be required to obtain a separate Piping of Canal Permit from LWDD along with any other individual permits required by LWDD for improvements within the License Area.

Before the Board will approve entering into a (PPP) License Agreement, the petitioner will be required to provide copies of letters to and from current owners of all property that is adjacent to the section(s) of the LWDD canal(s) that are proposed to be piped, that demonstrate that the petitioner has given each owner sufficient opportunity to participate in or object to the PPP License Agreement. LWDD suggests that all letters sent to adjacent property owners concerning whether they are interested in participating in the proposed piping of the adjacent canal, should be sent Certified Mail – Return Receipt Requested. If the property owner(s) fails to respond, a Return Receipt signed by the recipient or marked by the Post Office as "Unaccepted" will serve as proof to LWDD of the petitioner's required notification.

#### 3.9.3 Piping, Paving and Parking (PPP) License Agreement

If the Board approves the request to pipe a portion of a LWDD canal, the petitioner must enter into a PPP License Agreement with LWDD for the use of the canal right-of-way, License Area, for the specific purposes limited to paving and parking, vegetation, lighting for parking, and sign installation. All of these improvements must be applied for and permitted by LWDD through specific individual permits. The PPP License Agreement requires the following four fees: (1) a license agreement request and review fee (to be submitted by the petitioner to LWDD upon approval of the piping request by the Board), (2) an annual right-of-way usage fee per square foot of canal area or License Area, used by the petitioner (to be invoiced by LWDD upon execution of the PPP License Agreement and each subsequent year), (3) legal fees incurred by LWDD in the drafting and reviewing of the PPP License Agreement (to be

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

invoiced by LWDD upon execution of the PPP License Agreement), and (4) fees incurred by LWDD to record the executed PPP License Agreement (also to be invoiced by LWDD upon execution of the PPP License Agreement). All fees are noted in **Chapter 2.0 Fees**.

Any parcel of land, which is tied to a valid existing PPP License Agreement or Assignment of PPP License Agreement and on which ownership of the parcel of land has transferred from the individual or entity that is named in the current PPP License Agreement or Assignment of PPP License Agreement, requires a new Assignment of License Agreement to be executed by the new landowner. All successors and assigns shall be required to execute an Assignment of License Agreement with LWDD utilizing LWDD's standard form. LWDD shall have the right to approve in writing the successors and assigns of transfer of any rights or conditions contained in the current PPP License Agreement or Assignment of PPP License Agreement, which approval shall not be unreasonably withheld. Failure to enter into an Assignment of License Agreement shall be considered a default of the terms and conditions of the current PPP License Agreement or Assignment of PPP License Agreement and LWDD shall have the right to terminate the current PPP License Agreement or Assignment of License Agreement upon 10 days written notice to new landowner. All fees are noted in **Chapter 2.0 Fees**.

**3.9.4 Permits**

In addition to entering into a PPP License Agreement to use the canal right-of-way, the petitioner must also obtain a Piping of Canal Permit from LWDD for authorization to construct the required pipe(s). Proposed vegetation and lighting within the License Area must be permitted under the Piping of Canal Permit. Signs within LWDD right-of-way must be permitted under individual Sign Permits, and the required fees for those permits must be submitted. The proposed paving, grading and drainage improvements within the License Area are to be included and permitted under the drainage permit for the adjacent property which is owned by the petitioner, and which is receiving benefit of parking within the License Area. All fees are noted in **Chapter 2.0 Fees**.

**3.9.5 Initial Project Meeting**

Once the Board has approved the petitioner's request to pipe a LWDD canal, the petitioner shall meet with LWDD staff to review the proposed project and discuss requirements.

**3.9.6 Piping Requirements**

**(To be addressed in Piping of Canal Design Plans and permitted with the Piping of Canal Permit)**

**3.9.6.1**

Type, size and number of pipe(s) shall be approved by LWDD. (reinforced concrete box culvert(s) and/or reinforced concrete pipe(s) only)

**3.9.6.2**

Endwalls **(See Section 3.4)**.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

**3.9.6.3**

Location

**3.9.6.3.1**

Horizontal - To be determined by LWDD after existing cross section(s) are furnished.

**3.9.6.3.2**

**Canal Cross-Sections.**

For each applicable existing LWDD canal, the applicant or petitioner must provide two sets of current cross-sections signed and sealed by a professional surveyor and mapper licensed in the State of Florida. The canal cross-sections will be used to determine if LWDD will require the applicant or petitioner to convey any right-of-way to LWDD. Canal cross-sections at 300 foot intervals are to be provided for each canal, including at each end of the portion of the project that fronts the canal. A minimum of three cross-sections for each canal are to be provided. The canal cross-sections are to show, label and dimension at least the following:

- (a) channel bottom elevation and width;
- (b) location and elevation of each toe-of-slope and each top-of-bank;
- (c) existing canal right-of-way lines;
- (d) existing land lines (such as section lines, quarter-section lines, or platted block lines and tract lines within platted subdivisions, e.g., THE PALM BEACH FARMS CO. PLAT NO. 3);
- (e) property lines of subject parcel;
- (f) all easements within the limits of the cross-section; and
- (g) existing ground elevations to a point 50 feet beyond the existing top-of-banks on each side of the channel or to a point 25 feet outside of the existing canal right-of-way lines on each side of the channel, whichever is greater, including all features that may be relevant (e.g., buildings, edges of pavement, curbs, sidewalks, guardrails and ground grade breaks).

**Note: Each cross-section is to include a sufficient number of surveyed points such that the existing canal is accurately depicted.**

Canal cross-sections are also to be provided at each end of every culvert that exists within the limits of the project for each applicable

# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## Chapter 3: Engineering & Permitting Requirements

LWDD canal with the existing culvert shown in cross-sectional view depicted on the appropriate canal cross-section.

The canal cross-sections are to be shown at a scale of 1 inch equals 10 feet, both horizontal and vertical, for canals with a total of 80 feet (or less) of required right-of-way width (including both heavy and light canal maintenance berms), or 1 inch equals 20 feet, both horizontal and vertical, for canals with a total of more than 80 feet of required right-of-way width (including both heavy and light canal maintenance berms). A statement must be included on the canal cross-sections that the vertical datum used for the canal cross-sections is either the National Geodetic Vertical Datum of 1929 (NGVD 29) or the North American Vertical Datum of 1988 (NAVD 88), and if the NAVD 88 vertical datum has been used, a conversion factor between the NGVD 29 vertical datum and the NAVD 88 vertical datum for the locations where the canal cross-sections were taken, must be provided. A plan view must be provided that shows how the canal cross-sections are oriented. The canal cross-sections must be shown, in cross-sectional view, looking from west to east or from south to north, with the north or west right-of-way respectively being on the left side of each canal cross-section shown.

The requested information must be submitted to LWDD in both hardcopy format and CAD drawing files. The CAD drawing files must be in the form of AutoDesk DWG format (current and all prior versions accepted) or alternatively, in DXF format. The CAD drawing files can be submitted on either CD or DVD optical media.

**NOTE: Canal cross-sections are valid for a two year period. After that time, current canal cross-sections will be required for review by LWDD. Based upon review of current canal cross-sections, the applicant or petitioner may be required to reconstruct or reshape the existing canal, in addition to conveying right-of-way to LWDD.**

### **3.9.6.3.3**

Invert Elevation - To be determined by LWDD.

### **3.9.6.3.4**

Size - Flow area to be determined by LWDD.

### **3.9.6.3.5**

Demucking of the right-of-way shall be accomplished by the petitioner/applicant, if determined to be necessary by LWDD.

## **3.9.7 Paving Requirements**

**(To be addressed in Drainage Design Plans and permitted with the Drainage Permit)**



**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

**3.9.7.1**

Underground structures such as telephone manholes, pump vaults, storm sewer manholes, etc. shall be designed to withstand one hundred fifty percent (150%) of the weight of the equipment used to maintain the canal, as specified by the LWDD or DOT HS20-44 loading, whichever is heavier.

**3.9.7.2**

Paving specifications per county or local building codes.

**3.9.8 Parking Requirements**

**(To be addressed in Drainage Design Plans and with the PPP License Agreement, and permitted with the Drainage Permit)**

**3.9.8.1**

LWDD reserves the right to deny any request for failure to meet any requirement contained in this section, or if it is in conflict with the operations of LWDD.

**3.9.8.2**

Parking spaces within LWDD right-of-way cannot be included in the number of spaces required by county or local codes, unless a specific agreement is included stating LWDD will not be held liable for their removal, and petitioner/applicant assumes the risk that the site will be nonconforming.

**3.9.8.3**

Prior to commencement of any construction, the petitioner/applicant must acquire any building permits required by Palm Beach County or any other applicable municipality. If a permit is not required by these agencies, the petitioner/applicant must produce evidence of no requirement.

**3.9.8.4**

Parking spaces within the LWDD right-of-way shall be permitted only in conjunction with a Piping, Paving, and Parking License Agreement.

**3.9.9 Other Improvements (In conjunction with Piping, Paving, and Parking License Agreements)**

**3.9.9.1 Signs**

**(To be Addressed in Sign Design Plans and permitted with the Sign Permit)**

Prior to commencement of any construction, the petitioner/applicant must acquire any building permits required by Palm Beach County or the applicable municipality. If a permit is not required by these agencies, the petitioner/applicant must produce evidence of no requirement.

**3.9.9.2 Trees and Shrubs**

**(To be addressed in Landscape Design Plans and permitted with the Piping of Canal Permit)**

Landscape Design Plans, reflecting type and location of vegetation must be approved by LWDD and are in conjunction with the piping of the canal only.

**3.9.9.3 Grass and Low-Lying Ground Covering**

**(To be addressed in Landscape Design Plans and permitted with the Piping of Canal Permit)**

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

Grass and approved low-lying ground covering, i.e. low-growing plants used to blanket an area of bare ground, may be allowed within the right-of-way of LWDD. However, no approved low-lying ground covering shall obstruct LWDD's maintenance access.

**3.9.9.4 Lighting**

**(To be addressed in Lighting Design Plans and permitted with the Piping of Canal Permit)**

Lighting Design Plans, reflecting type and location of lighting must be approved by LWDD and are in conjunction with the piping of the canal only.

**3.9.10 Liability and Insurance**

**3.9.10.1**

The petitioner/applicant shall provide proof of liability insurance in the amount of \$1,000,000.00 minimum.

**3.9.10.2**

The petitioner/applicant shall enter into a legal PPP License Agreement containing an indemnification hold harmless clause in favor of LWDD, and shall pay any legal fees and expenses incurred by LWDD in the drafting and review of the necessary documents.

**3.9.11 Fees**

**3.9.11.1 Authorization to Pipe LWDD Canal and Use Piped Canal Area**

The PPP License Agreement requires the following four fees: (1) a license agreement request and review fee (to be submitted by the petitioner to LWDD upon approval of the piping request by the Board), (2) an annual right-of-way usage fee per square foot of canal area or License Area, to be used by the petitioner (to be invoiced by LWDD upon execution of the PPP License Agreement and each subsequent year), (3) legal fees incurred by LWDD in the drafting and reviewing of the PPP License Agreement (to be invoiced by LWDD upon execution of the PPP License Agreement), and (4) fees incurred by LWDD to record the executed PPP License Agreement (also to be invoiced by LWDD upon execution of the PPP License Agreement). All fees are noted in **Chapter 2.0 Fees**.

**NOTE: All of these improvements must be applied for and permitted by LWDD through specific individual permits. Fees for each individual permit shall be submitted with each individual permit application.**

The License Area is the area calculated by multiplying the length of the proposed piping, paving and/or parking area (whichever is longer, plus ten feet beyond each open pipe end, if applicable, including use of LWDD right-of-way for landscaping, lighting, signage and maintenance of said pipe and

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

appurtenances), by the total width of the LWDD canal right-of-way at the proposed piping location. If the length within the License Area varies, the longest length shall be used in the fee calculations. The annual right-of-way usage fee for the License Area is based upon an appraisal provided at the expense of the Petitioner and approved by LWDD. Said fee will be adjusted annually by the cost of living adjustment set forth in the Southeast Consumer Price Index Card of the U.S. Department of Labor, Bureau of Labor Statistics, and adjusted every five years by a new appraisal.

**3.9.11.2**

Petitioner shall pay legal fees and expenses incurred by LWDD in the drafting and review of the necessary documents.

**3.9.11.3**

Petitioner shall pay a recording processing fee as noted in **Chapter 2.0 Fees - Recording Processing Fee for Use Permits.**

**3.9.12 Certification of Title**

A certification of title signed by a Florida licensed attorney or the President or Vice President of a title company authorized to do business in the State of Florida must be provided, and this certification of title must be provided on the letterhead of the applicable attorney firm or title company. The certification of title shall include a legal description of the subject property and the owner's name(s) of the subject property, as it appears in the public records. The certification of title must be dated within six (6) months of the date of receipt by LWDD. See the sample certification of title at the end of this section.

**3.9.13 Bonds/Letters of Credit**

Landowner shall provide LWDD with an acceptable performance and completion bond equal to 110 percent of landowner's certified engineer's estimated construction cost. Bond will be released upon issuance of final inspection by LWDD and landowner's submittal of record drawings.

**3.9.14 Minimum Required Documents or Exhibits**

**3.9.14.1**

For PPP License Agreement Subsequent to Board Approval

**3.9.14.1.1**

Two (2) original signed and sealed parcel sketch and legal descriptions of the License Area.

**3.9.14.1.2**

A legal description, including Palm Beach County Property Control Number(s), for the property owned by the petitioner that is adjacent to the canal area being piped, and which is receiving benefit of parking within the License Area.

**3.9.14.1.3**

Letters from adjacent property owners confirming whether or not they choose to participate in the proposed license agreement.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

**3.9.14.1.4**

License agreement request and review fee.

**3.9.14.2**

For Piping of Canal Permit Application Subsequent to Board Approval

**3.9.14.2.1**

Two (2) sets of signed and sealed piping of canal design plans, showing requirements and details for the pipe(s) to be constructed in the LWDD canal, along with all pipe appurtenances such as endwalls and manholes.

**3.9.14.2.2**

Two (2) sets of signed and sealed landscape design plans showing all landscaping that is proposed within the License Area (if applicable).

**3.9.14.2.3**

Two (2) sets of signed and sealed lighting design plans showing all electrical lighting and appurtenances that is proposed within the License Area (if applicable).

**3.9.14.2.4**

Piping of Canal permit application fee.

**3.9.14.3**

**All paving, grading and drainage improvements proposed within the License Area, other than those improvements associated directly with the pipe(s) being constructed in the LWDD canal, are to be permitted with the drainage design for the property owned by the petitioner that is adjacent to the canal area being piped, and which is receiving benefit of parking within the License Area.**

**3.9.14.4**

Signs proposed within the License Area are to be applied for separately through LWDD and may be permitted by Sign Permit.

**Note: All plans must be tied to horizontal control i.e. section line, quarter section line and Palm Beach Farms Company Plat tract and/or block line**

**3.9.15 Possible Terms and Conditions in PPP License Agreement:**

[Note: These conditions are not totally inclusive. Additional conditions may be required based upon the circumstances of the project.]

**3.9.15.1**

The \_\_\_\_\_ Canal within the LICENSE AREA shall be piped by LANDOWNER within one (1) year of the full execution of this LICENSE AGREEMENT, pursuant to the plans approved under LWDD Drainage Permit No. \_\_\_\_\_, LWDD Piping of Canal Permit No. \_\_\_\_\_, and LWDD Sign Permit No. \_\_\_\_\_.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

**3.9.15.2**

LANDOWNER shall pay a fee equal to \$\_\_\_\_\_ per linear foot of LICENSE AREA, being utilized by LANDOWNER. The LICENSE AREA to be used by LANDOWNER is \_\_\_\_\_ feet in length; therefore, this fee is calculated as \$\_\_\_\_\_ per linear foot multiplied by \_\_\_\_\_ feet, which equals \$\_\_\_\_\_. This fee shall be nonrefundable upon receipt by LWDD. Further, LANDOWNER shall obtain all permits required by LWDD and shall pay all associated permit fees.

**3.9.15.3**

LANDOWNER agrees to maintain the installed pipe and its endwalls, if applicable, and pay all expenses there involved so as to provide at all times that the condition of the pipe remains suitable to facilitate the free flow of water through the pipe and further to maintain and keep said PERMITTED IMPROVEMENTS in a good, safe usable condition and also to keep the PERMITTED IMPROVEMENTS in compliance with good engineering standards and to perform all acts of maintenance that the LWDD may reasonably require in writing. In the event LANDOWNER fails to effect such maintenance within 30 days after written notice from LWDD demanding same, this LICENSE AGREEMENT shall automatically be voided and all rights hereunder shall be deemed released, and LWDD shall have the authority to restore the LICENSE AREA as an open channel canal and shall have the right to reclaim ownership of any pipe salvage, and the expenses thereby reasonably incurred, including reasonable attorney's fees, shall become a lien, effective upon filing said lien, against the PROPERTY, and shall be enforceable and collectable in accordance with the laws of the State of Florida. LANDOWNER acknowledges that by the removal of the PERMITTED IMPROVEMENTS, the subject site may become non-conforming and LANDOWNER assumes all risks associated therewith and LANDOWNER releases, indemnifies and holds harmless LWDD for the removal of the PERMITTED IMPROVEMENTS and the resulting possible non-conforming use of the site.

**3.9.15.4**

LANDOWNER shall provide a report to LWDD every five years, prepared and signed and sealed by a professional Florida engineer as to the structural integrity of the pipe.

**3.9.15.5**

LANDOWNER shall obtain any and all permits required by any governmental agency and/or any municipality that may be involved, prior to the commencement of any construction.

**3.9.15.6**

LANDOWNER agrees to indemnify and hold harmless LWDD of and from any and all liability which LWDD may or could sustain as a result of or emanating out of the piping and usage of its canal right-of-way, the same including, but not limited to damage or injury to the actual PERMITTED IMPROVEMENTS, or to the public arising out of the public's use thereof.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

**3.9.15.7**

LANDOWNER shall hold harmless LWDD for any and all damages that may be caused by LWDD to the PERMITTED IMPROVEMENTS in the proper exercise of its responsibilities and obligations of maintenance of its drainage system.

**3.9.15.8**

LANDOWNER shall insure LWDD against any and all liabilities by a general liability policy naming the Lake Worth Drainage District as an additional named insured in the amount of \$1,000,000.00, and that such insurance policy shall be kept in full force and effect during the term of this LICENSE AGREEMENT and the expenses of same shall be borne by LANDOWNER or its successors and/or assigns. The required insurance coverage shall be provided to LWDD upon the full execution of this LICENSE AGREEMENT. Proof of such coverage shall be delivered to LWDD within 30 days prior to the annual renewal date of the policy. In the event LANDOWNER allows said insurance policy to expire, the LICENSE AGREEMENT shall be in default and LWDD shall have the right to terminate this LICENSE AGREEMENT. The required insurance coverage shall be provided to LWDD prior to the commencement of any improvement to the LICENSE AREA.

**3.9.15.9**

LANDOWNER agrees that the transfer of any rights, title or interests of the PROPERTY ownership shall require an Assignment of License Agreement. All successors and assigns shall be required to execute an Assignment of License Agreement with LWDD utilizing LWDD's standard form. LWDD shall have the right to approve in writing the successors and assigns of transfer of any rights or conditions contained in this LICENSE AGREEMENT, which approval shall not be unreasonably withheld. Failure to enter into an Assignment of License Agreement shall be considered a default of the terms and conditions of this LICENSE AGREEMENT and LWDD shall have the right to terminate the subject LICENSE AGREEMENT upon 10 days written notice to LANDOWNER.

**3.9.15.10**

LWDD may, for reasons constituting unforeseen or changed circumstances, at any time in the future, demand upon LANDOWNER or their successors and/or assigns, that they immediately remove the pipe and PERMITTED IMPROVEMENTS located within the LICENSE AREA, the same to be accomplished at the sole expense of LANDOWNER and such expense shall include reasonable legal expenses and costs that LWDD may incur to enforce its rights involved herein. Such notice shall be accomplished by LWDD giving to LANDOWNER six-(6) months prior written notice of removal, and this LICENSE AGREEMENT shall terminate.

**3.9.15.11**

The parties hereby agree to execute and deliver from time to time such other transfers, assignments, and documents and to do all matters and things, which may be convenient to more effectively and completely carry out the intentions of this LICENSE AGREEMENT.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

**3.9.15.12**

LANDOWNER agrees to pay the reasonable attorney's fees incurred by LWDD in the drafting, reviewing and enforcement of the terms and conditions of the subject LICENSE AGREEMENT.

**3.9.15.13**

LANDOWNER agrees to pay the reasonable costs, expenses, and reimbursement for LWDD staff time in the enforcement and possible litigation of the terms and conditions of this LICENSE AGREEMENT.

**3.9.15.14**

Except as modified herein, this LICENSE AGREEMENT shall be subject to all applicable provisions of Florida law. An original of this LICENSE AGREEMENT shall be recorded in the Public Records of Palm Beach County, Florida.

**3.9.15.15**

All notices required or allowed by this LICENSE AGREEMENT shall be delivered in person or mailed by Priority Mail Flat Rate, postage prepaid, to the party upon whom such notice is to be given at the appropriate respective addresses.

**3.9.16 Possible Terms and Conditions in Piping of Canal Permit:**

[Note: These conditions are not totally inclusive. Additional conditions may be required based upon the circumstances of the project.]

**3.9.16.1**

Permittee shall reconstruct canal(s) to approved design section along and adjacent to the project's limits, including clearing and proper sloping of the maintenance berms. The cleared canal berms and side slopes shall be stabilized. The type of stabilization shall be approved by LWDD. This construction shall be completed prior to any building activity adjacent to LWDD rights-of-way. Please be advised that any fill material scheduled to be removed from the canal may not be relied on for site work.

**3.9.16.2**

Permittee shall provide a report to LWDD every five years, prepared and signed and sealed by a professional Florida engineer as to the structural integrity of the pipe.

**3.9.16.3**

Permittee is to construct any sidewalk or pathway that is proposed within LWDD's rights-of-way with six-inch (6") thick concrete, or to meet LWDD approved alternate loading and material(s). The LWDD will not be held responsible or liable for any damage to the sidewalk or pathway resulting from LWDD operations and maintenance procedures, or any property damage or personal injury resulting from any sidewalk or pathway damage. All repairs are to be the responsibility of the Permittee.

**3.9.16.4**

Permittee or Permittee's representative shall notify the LWDD Engineering Department forty-eight (48) hours prior to any work within LWDD rights-of-

## LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

### Chapter 3: Engineering & Permitting Requirements

way to coordinate the extent of work to be completed. All facilities needing inspection must be observed prior to backfilling.

#### **3.9.16.5**

Permittee shall restore LWDD's right-of-way to its original or better condition where disturbed by construction activity.

#### **3.9.16.6**

LWDD cannot accept any water from dewatering either on or off-site until written notification of approval from South Florida Water Management District has been submitted to LWDD.

#### **3.9.16.7**

It shall be the responsibility of the Permittee to locate and protect any underground facilities within LWDD's rights-of-way prior to and during construction.

#### **3.9.16.8**

All underground utility installations in LWDD rights-of-way must have a minimum depth (cover) of (36) inches unless an alternate design is approved.

#### **3.9.16.9**

All underground utilities placed within LWDD's canal rights-of-way must be identified with LWDD approved permanent witness markers identifying utility type and location.

#### **3.9.16.10**

Permittee shall take all reasonable precautions necessary to prevent turbidity or silting upstream or downstream during construction.

#### **3.9.16.11**

At the time of installation, a permanent benchmark shall be established at 2<sup>nd</sup> order, class II or better on top of the control structure(s) with the elevation clearly defined, pursuant to the National Geodetic Survey standards and requirements for leveling.

#### **3.9.16.12**

Permittee shall submit record drawings within sixty (60) days of project completion. Drawings should show, as a minimum, both plan and profile views of the installation and revetment limits, dimensions, and details, as applicable. Failure of the Permittee to provide these drawings within the time specified may result in LWDD requesting that all jurisdictional agencies withhold their final approvals until the drawings are received and approved by LWDD.

#### **3.9.16.13**

Permittee shall obtain any and all permits required by any governmental agency and/or municipality that may be involved, prior to the commencement of any construction.

#### **3.9.16.14**

Permittee agrees that the stormwater discharge authorized by this permit shall comply with all applicable provisions of Part IV of Chapter 373, Florida Statutes, as well as applicable management and storage of surface water rules, including but not limited to, 40E-4.301, 40E-400.215, and 40E-400.315,



**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

Florida Administrative Code, and Section 5.2 of the SOUTH FLORIDA WATER MANAGEMENT DISTRICT Basis of Review. All costs of correcting any violations of SOUTH FLORIDA WATER MANAGEMENT DISTRICT law and rules shall be the exclusive obligation of Permittee.

**3.9.16.15**

All unpermitted drainage facilities installed before or during construction shall be removed prior to the project's final acceptance.

**3.9.16.16**

Permittee has provided a bond in favor of LWDD in the amount of 110% of the cost of the permitted facility and its installation. Bond will be released upon issuance of final inspection by LWDD and Permittee's submittal of record drawings to LWDD. The cost will be based upon an estimate prepared and signed and sealed by a professional engineer registered in the State of Florida.

**3.9.16.17**

Permittee agrees that significant construction must start within two years to the date of permit issuance or this permit is void and a new permit must be applied for prior to any construction activity on site. The new application must meet current operating policies.

**3.9.16.18**

The Permittee, LWDD approved assignees, or successors in title agree to operate and maintain the drainage system in perpetuity.

**3.9.16.19**

The Permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system. LWDD reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary based on local, SFWMD, USACE, FDEP and/or EPA standards that are required.

**3.9.17 Conditions upon which Work within LWDD Right(s)-of-Way May be Required of a Petitioner or an Applicant**

Proposed improvements to property that is adjacent to a LWDD canal, or part of a parent tract (same property owner or contiguous master plat) that is adjacent to a LWDD canal, or proposed improvements within LWDD canal right(s)-of-way, may be conditioned, when and if permitted by LWDD, to do canal work. This canal work may include, but may not necessarily be limited to, canal channel and maintenance berm relocation, canal channel and maintenance berm reshaping, dredging, filling, sloping, channel side slope stabilization, sodding and/or seeding and mulching.

Projects that may be conditioned to do canal work are projects that propose to make improvements to the adjacent property and which improvements may directly affect the facilities of LWDD.

# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## Chapter 3: Engineering & Permitting Requirements

Also, projects within adjacent property that have existing conditions that have, in the past, adversely affected the facilities of LWDD, even if the proposed improvements will not directly affect the facilities of LWDD, may be required to do canal work.

Any requirements or conditions for canal work may be independent of any LWDD right-of-way ownership and interest requirements. These LWDD right-of-way ownership and interest requirements can be found in Chapter 5: Right-of-Way Ownership & Interests of the LWDD Operating Policies Manual.

Engineering and permitting requirements can be found in Chapter 3: Engineering & Permitting Requirements of the LWDD Operating Policies Manual.

**LAKE WORTH DRAINAGE DISTRICT**  
**13081 MILITARY TRAIL, DELRAY BEACH, FL 33484-1105**  
**(561) 498-5363/737-3835 - FAX: (561) 495-9694**  
 Website: [www.lwdd.net](http://www.lwdd.net)

**LWDD GENERAL PERMIT APPLICATION**

1. **Project Name/Description:** \_\_\_\_\_  
 \_\_\_\_\_

**Check all that apply:**

**Type:**  Drainage Master  Drainage Phase  Roadway or Pathway  Bridge  
 Culvert Crossing  Piping of Canal  
 Permit Modification (Permit Number being modified: LWDD Permit Number \_\_\_\_\_)

**Utility Installation:**  Aerial Crossing  Subaqueous Crossing  Directional Bore Crossing  
 Pole to Pole  Underground Crossing  Parallel Installation  
 Attached to Bridge

**R/W Encroachment:**  Sign  Utility Pole  Monitoring Well

**Other:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2a. **Project Location (Including Address) Note:** Legal description of project or property survey with legal description must be attached to this application: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Drainage Basin (Please Circle):**      C-51    C-16    C-15    Hillsboro

2b. **On applications for Drainage Outfalls, Roadways, Pathways, Bridges, Culvert Crossings, Piping of Canals, Utility Lines, Utility Poles and Monitoring Wells provide Florida State Plane Grid Coordinates (U.S. Survey Feet) based upon the North American Datum of 1983, 1990 Adjustment (NAD 83/90), or better for the proposed improvements, as follows:**

**Begin Construction Centerline Coordinates:**        N                          E  

and

**End Construction Centerline Coordinates:**        N                          E  

or

**Location Coordinates:**                                        N                          E

**LWDD PERMIT APPLICATION**

**Project Name/Description** \_\_\_\_\_  
\_\_\_\_\_

**2c. Property Control Number (for applicable parcels)** \_\_\_\_\_

**2d. Job, Agent or Government Project Number** \_\_\_\_\_

**2e. Receiving/Adjacent Canal(s):** \_\_\_\_\_ **2f. Project Acreage:** \_\_\_\_\_

**3. Agent\*:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Job #:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_ **Phone #** \_\_\_\_\_

**Project Engineer's email address:** \_\_\_\_\_

I hereby certify that I am an authorized agent of the owner.

\_\_\_\_\_  
Signature & Printed Name of Agent

\_\_\_\_\_  
Date

\* Agent must provide letter of authorization from owner.

**4. Owner/Applicant:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

\_\_\_\_\_  
Signature & Printed Name of Owner/Applicant

\_\_\_\_\_  
Date

**LWDD PERMIT APPLICATION**

**Project Name/Description** \_\_\_\_\_

---

**Checklist of items to be included with a Permit Application**

- ( ) Two (2) sets of signed & sealed design plans.
- ( ) One (1) set of signed & sealed drainage calculations for the appropriate frequency design storm event.
- ( ) Control structure(s) shown on the detail sheet of design plans shall be a fixed metal plate or wall, moveable metal plate or a combination of both. All dimensions and elevations shall be shown on design plans.
- ( ) Discharge pipe and/or endwall shown on detail sheet of the design plans shall meet LWDD & FDOT standards and specifications.
- ( ) Existing canal cross section with canal design section overlay, if applicable.
- ( ) Check for inspection/administrative fees if required, including itemization of fees. **See Chapter 2 – Fees, of LWDD Operating Policies manual.**
- ( ) Map of Survey and/or sketch of description (signed and sealed)
- ( ) Drawing describing the proposed use or facilities (to scale if possible)
- ( ) Copy of other Agency permits (if applicable)
- ( ) Other information pertinent to the application
- ( ) A benchmark shall be provided on the discharge control structure.

**SAMPLE CERTIFICATION OF TITLE**  
**THE CERTIFICATION OF TITLE MUST BE PROVIDED ON THE TITLE**  
**COMPANY'S LETTERHEAD OR THE ATTORNEY'S LETTERHEAD**

Lake Worth Drainage District (LWDD) requires a Certification of Title in conjunction with conveyances to and from LWDD, agreements, releases, and annexation within the boundaries of LWDD. A Certification of Title must be addressed to:

LAKE WORTH DRAINAGE DISTRICT  
Attn: Legal Department  
13081 Military Trail  
Delray Beach, FL 33484-1105

I hereby certify that I have examined the Public Records of Palm Beach County, Florida regarding the following described property:

**Provide Full Legal Description and  
Property Control Number**

and as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, find the last owner of record to be \_\_\_\_\_

\_\_\_\_\_ whose  
mailing

address is \_\_\_\_\_.

**Please identify any encumbrances, mortgages and any petroleum, phosphate, minerals and/or metals affecting the property.**

**(Name of Law Firm or Name of Title Company)**

By: \_\_\_\_\_

\_\_\_\_\_  
Attorney's Name if prepared by Law Firm

Name of President/Vice-President if prepared by Title Company

## SAMPLE CERTIFICATION OF TITLE

### Additional Requirements

If you are required to **convey right-of-way** to Lake Worth Drainage District, you must provide the following information:

**Existing Easements:** If there are existing easements or agreements that affect the parcel to be conveyed to LWDD, please identify them on the sketch of description required by LWDD for the proposed conveyance document. **If there are no existing easements or agreements, please confirm that in the certification of title.**

**Mortgage Holder:** If the parcel to be conveyed to LWDD is encumbered, it will be necessary to provide a Consent and Subordination of Mortgage. A sample form is provided herewith. Please provide the mortgage information in the certification.

If you are requesting a **release of reservations** from LWDD, you must provide the following information:

**Existing Easements:** If there are existing easements and or agreements that affect the parcel to be released by LWDD, **please provide a boundary survey with all easements and/or agreements plotted thereon. In addition, please provide copies of the corresponding documents.**

**SAMPLE FORM - THIS MUST BE PREPARED ON LENDER STATIONERY**

**CONSENT AND SUBORDINATION OF MORTGAGE**

\_\_\_\_\_, whose address is \_\_\_\_\_  
\_\_\_\_\_, pursuant to that Mortgage dated \_\_\_\_  
\_\_\_\_\_ and recorded in Official Record Book \_\_\_\_\_, Page \_\_\_\_\_, of the  
Public Records of Palm Beach County, Florida, (the "Mortgage"), which Mortgage  
encumbers the property described on Exhibit "A" attached hereto, consents to the Easement  
Deed dated \_\_\_\_\_ from \_\_\_\_\_  
\_\_\_\_\_, to LAKE WORTH DRAINAGE DISTRICT, to which this Consent and  
Subordination is attached (the "Easement), and subordinates the lien of the Mortgage to  
the Easement.

IN WITNESS WHEREOF, the Mortgagee has executed this Consent and Subordination as  
of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Mortgagee

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Address

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as President of \_\_\_\_\_  
\_\_\_\_\_. He/She (\_\_\_\_) is personally known  
to me or (\_\_\_\_) produced \_\_\_\_\_ as  
identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Stamp or Seal



To be Prepared on Surety Letterhead

PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_ (Principal),  
having an address of \_\_\_\_\_ as  
("Principal"), and \_\_\_\_\_ (Surety),  
\_\_\_\_\_ (Local Address) as ("Surety"), having  
heretofore complied with all requirements of the laws of the State of Florida regulating the  
admission of such transacted business in this State, as Surety, are held and firmly bond unto the  
Lake Worth Drainage District, a special taxing district of the State of Florida, having an address of  
13081 Military Trail, Delray Beach, Florida 33484-1105, in the full and just sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money funds of the  
United States of America, for which sum well and truly to be paid to said Lake Worth Drainage  
District ("LWDD"), the said Principal and the said Surety do hereby bind themselves, their heirs,  
executors, administrators, successors or assigns respectively, as the case may be, jointly and  
severally, firmly by these presents.

**WHEREAS,** the said Principal is required to furnish a Performance Bond to guarantee the  
completion of the project as required by the permit/agreement Principal executed with Lake  
Worth Drainage District.

Drafts made under this Performance Bond shall be marked as "Drawn under Performance Bond  
Number \_\_\_\_\_", and must be accompanied by written notice from LWDD that Principal  
failed to meet its obligation under the terms of its permit/agreement.

Venue for any administrative proceeding or judicial action from this Performance Bond, including  
any action to enforce its terms against the Surety, shall be in Palm Beach County, Florida.

This Performance Bond shall be in effect, without amendment, until the date set forth herein. If  
the Surety elects to terminate the Performance Bond, notice to LWDD that this Performance Bond  
will expire prior to performance of the Principal's obligations shall be deemed a default by the  
Principal.

This Performance Bond shall remain in full force until completion of the project and approval of  
the project by LWDD, pursuant to the terms of the Principal's permit/agreement.

**IN WITNESS WHEREOF,** the parties have hereunto set their hands and seals, by action causing  
their authorized representatives to sign these presents, pursuant to the authority of their  
governing bodies on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal Name (Printed)

Attested by: \_\_\_\_\_  
Principal's Authorized Agent

\_\_\_\_\_  
Surety Name (Printed)

Attested by: \_\_\_\_\_  
Surety's Authorized Agent

SIGNED AND SEALED  
IN THE PRESENCE OF:

\_\_\_\_\_  
Witness Name (Printed)

Witnesses: \_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name (Printed)

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

**IRREVOCABLE LETTER OF CREDIT**

DATE OF ISSUE:

APPLICANT:

BENEFICIARY: Lake Worth Drainage District  
13081 Military Trail, Delray Beach, FL 33484

AMOUNT:

EXPIRATION DATE:

We hereby open our Irrevocable Letter of Credit No. \_\_\_\_\_ in favor for the account of \_\_\_\_\_, which such credit may be drawn by said Beneficiary at \_\_\_\_\_ (Address) \_\_\_\_\_ on us.

Demands on the Letter must be accompanied by a statement from the **Manager or Assistant Manager of Lake Worth Drainage District**, certifying either: (1) that said Letter of Credit is about to expire and has not been renewed; or (2) that work has not been completed in accordance with the plans, specifications and agreements (including any amendments thereof) for the following project:

\_\_\_\_\_ (Name of Project) \_\_\_\_\_

The initial expiry date of this Letter of Credit is \_\_\_\_\_.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts under and in compliance with the terms of the credit, that such drafts will be duly honored upon presentation to \_\_\_\_\_ (Name of Florida Bank) \_\_\_\_\_ at \_\_\_\_\_ (address) \_\_\_\_\_, in accordance with the terms hereof. If this draft is not honored upon presentation, \_\_\_\_\_ (Name of Florida Bank) \_\_\_\_\_ agrees to pay costs incurred by the Lake Worth Drainage District in enforcing this Letter of Credit, including attorney fees.

This credit is subject to the "Uniform Customs and Practice for Documentary Credits" (1993 revision), International Chamber of Commerce Publication No. 500 and to the provisions of Florida Law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida Law should arise, Florida Law shall prevail. If a conflict between the law of another state or country and Florida Law should arise, Florida Law shall prevail.

BY: \_\_\_\_\_ (Name of Florida Bank) \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Bank Officer)

\_\_\_\_\_  
(Printed Name and Title of Officer)

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

**3.10 Signs**

**Requests for Use of LWDD's Right-of-Way for Sign Construction**

All requests must be considered by the Board of Supervisors on an individual basis. If approval is granted, the following guidelines apply:

**3.10.1 Application for Permit**

A drawing showing the proposed location of the sign related to the right-of-way and a cross section of the canal shall be provided. This sign location canal cross-section is to show, label and dimension the required canal right-of-way lines(s) and the existing channel top-of-bank(s) closest to the proposed sign, along with an existing land line (such as a section line, quarter-section line, or platted block line or tract line within a platted subdivision, such as THE PALM BEACH FARMS CO. PLAT NO. 3). The drawing shall show all dimensions of the sign, including height, and shall also state materials the sign is to be made from and any other pertinent construction details.

**3.10.2 Proof of Permit from Other Agencies**

Prior to commencement of any construction, the Permittee must acquire any building permits required by Palm Beach County or any other applicable municipality.

**3.10.3 Time Limit**

Any sign permit issued by LWDD will be a temporary permit that may be terminated at any time by LWDD. If no substantial construction has begun within one (1) year of issuance, the permit shall be automatically revoked.

**3.10.4 Removal**

The owner of any sign within the LWDD's right-of-way shall pay all expenses incurred with the removal of the sign.

**3.10.5 Fees - See Chapter 2.0**

**3.10.6 Liability Protection**

The Permittee shall execute a Permit containing an indemnification and hold harmless clause in favor of LWDD, and furnish proof of liability insurance in the minimum amount of \$1,000,000.00, and that such insurance policy shall be kept in full force and effect during the term of this Permit and the expenses of same shall be borne by the Permittee or its successors and/or assigns. The required insurance coverage shall be provided to LWDD upon the full execution of this Permit. Proof of such coverage shall be delivered to LWDD within 30 days prior to the annual renewal date of the policy. In the event Permittee allows said insurance policy to expire, the Permit shall be in default and LWDD shall have the right to terminate this Permit. The required insurance coverage shall be provided to LWDD prior to the commencement of any improvement to LWDD right-of-way.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

**3.10.7 Certification of Title**

The Permittee shall furnish proper certification of title of ownership, signed by an attorney licensed to practice in the State of Florida, or by the President or Vice-President of a title company authorized to do business in the State of Florida, and containing a complete legal description of the property and the owner's name(s) as it appears in the public records. The certification of title must be dated within six (6) months of the date of receipt by LWDD and provided on the letterhead of the applicable attorney firm or title company. See the end of this section for sample certification of title.

**3.10.8 Notification of Adjacent Property Owners**

The permittee shall provide proof of notification of all property owners within one hundred fifty feet (150') of the proposed sign.

**3.10.9 Denial**

LWDD reserves the right to deny any and all requests for sign permits.

**3.10.10 Possible Permit Conditions**

[Note: These conditions are not totally inclusive. Additional conditions may be required based upon the circumstances of the project.]

**3.10.10.1**

LWDD may at any time in the future, by giving written notice to have the sign(s) removed within 30 days, demand upon the Permittee or its successors and/or assigns, for the immediate removal of the sign(s), the same to be accomplished at the sole expense of the Permittee, which expense shall include legal expenses and costs that LWDD may incur to enforce its rights involved herein. In the event it should become necessary for LWDD to remove the subject sign(s), LWDD shall have the right to remove the sign(s) and to place a lien upon the property owned by the Permittee and its successors and/or assigns for the expenses incurred by LWDD, which shall include but not be limited to legal costs and court costs. LWDD shall have the right to enforce collection on the subject lien in accordance with Florida Law.

**3.10.10.2**

Permittee or Permittee's representative shall notify the LWDD Engineering Department forty-eight (48) hours prior to any work within LWDD rights of way or easements to coordinate the extent of work to be completed. All underground installations must be inspected prior to backfilling.

**3.10.10.3**

Permittee will restore right-of-way to its original or better conditions where disturbed by construction activity.

**3.10.10.4**

It shall be the responsibility of the Permittee to locate and protect the underground facilities of LWDD or those of others prior to construction.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

**3.10.10.5**

Permittee shall take all reasonable precautions necessary to prevent turbidity or silting upstream or downstream during construction.

**3.10.10.6**

All unpermitted facilities installed before or during construction must be removed prior to the project's final acceptance.

**3.10.10.7**

Permittee agrees that significant construction must start within one (1) year from the date of permit issuance or this permit will become void and a new permit must be issued prior to any construction activity on site.

**3.10.10.8**

The Permittee, LWDD approved assignees, and/or successors in title agree to operate and maintain the system/facility in perpetuity.

**3.10.10.9**

The Permittee shall furnish continuing proof of insurance in the minimum amount of \$1,000,000.00, listing LWDD as an additional named insured, and such insurance policy shall be kept in full force and effect during the term of this Permit and the expenses of same shall be borne by the Permittee or its successors and/or assigns. The required insurance coverage shall be provided to LWDD upon the full execution of this Permit. Proof of such coverage shall be delivered to LWDD within 30 days prior to the annual renewal date of the policy. In the event Permittee allows said insurance policy to expire, the Permit shall be in default and LWDD shall have the right to terminate this Permit. The required insurance coverage shall be provided to LWDD prior to the commencement of any improvement to LWDD right-of-way.

LWDD GENERAL PERMIT APPLICATION

1. Project Name/Description: \_\_\_\_\_

Check all that apply:

Type:  Drainage Master  Drainage Phase  Roadway or Pathway  Bridge  
 Culvert Crossing  Piping of Canal  
 Permit Modification (Permit Number being modified: LWDD Permit Number \_\_\_\_\_)

Utility Installation:  Aerial Crossing  Subaqueous Crossing  Directional Bore Crossing  
 Pole to Pole  Underground Crossing  Parallel Installation  
 Attached to Bridge

R/W Encroachment:  Sign  Utility Pole  Monitoring Well

Other: \_\_\_\_\_

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

2a. Project Location (Including Address) Note: Legal description of project or property survey with legal description must be attached to this application: \_\_\_\_\_

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

Drainage Basin (Please Circle): C-51 C-16 C-15 Hillsboro

2b. On applications for Drainage Outfalls, Roadways, Pathways, Bridges, Culvert Crossings, Piping of Canals, Utility Lines, Utility Poles and Monitoring Wells provide Florida State Plane Grid Coordinates (U.S. Survey Feet) based upon the North American Datum of 1983, 1990 Adjustment (NAD 83/90), or better for the proposed improvements, as follows:

Begin Construction Centerline Coordinates: N \_\_\_\_\_ E \_\_\_\_\_

and

End Construction Centerline Coordinates: N \_\_\_\_\_ E \_\_\_\_\_

or

Location Coordinates: N \_\_\_\_\_ E \_\_\_\_\_

**LWDD PERMIT APPLICATION**

**Project Name/Description** \_\_\_\_\_

**2c. Property Control Number (for applicable parcels)** \_\_\_\_\_

**2d. Job, Agent or Government Project Number** \_\_\_\_\_

**2e. Receiving/Adjacent Canal(s):** \_\_\_\_\_ **2f. Project Acreage:** \_\_\_\_\_

**3. Agent\*:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Job #:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_ **Phone #** \_\_\_\_\_

**Project Engineer's email address:** \_\_\_\_\_

I hereby certify that I am an authorized agent of the owner.

\_\_\_\_\_  
Signature & Printed Name of Agent

\_\_\_\_\_  
Date

\* Agent must provide letter of authorization from owner.

**4. Owner/Applicant:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

\_\_\_\_\_  
Signature & Printed Name of Owner/Applicant

\_\_\_\_\_  
Date



**Checklist of items to be included with a Permit Application**

- ( ) Two (2) sets of signed & sealed design plans.
- ( ) One (1) set of signed & sealed drainage calculations for the appropriate frequency design storm event.
- ( ) Control structure(s) shown on the detail sheet of design plans shall be a fixed metal plate or wall, moveable metal plate or a combination of both. All dimensions and elevations shall be shown on design plans.
- ( ) Discharge pipe and/or endwall shown on detail sheet of the design plans shall meet LWDD & FDOT standards and specifications.
- ( ) Existing canal cross section with canal design section overlay, if applicable.
- ( ) Check for inspection/administrative fees if required, including itemization of fees. **See Chapter 2 – Fees, of LWDD Operating Policies manual.**
- ( ) Map of Survey and/or sketch of description (signed and sealed)
- ( ) Drawing describing the proposed use or facilities (to scale if possible)
- ( ) Copy of other Agency permits (if applicable)
- ( ) Other information pertinent to the application
- ( ) A benchmark shall be provided on the discharge control structure.

**SAMPLE CERTIFICATION OF TITLE**  
**THE CERTIFICATION OF TITLE MUST BE PROVIDED ON THE TITLE**  
**COMPANY'S LETTERHEAD OR THE ATTORNEY'S LETTERHEAD**

Lake Worth Drainage District (LWDD) requires a Certification of Title in conjunction with conveyances to and from LWDD, agreements, releases, and annexation within the boundaries of LWDD. A Certification of Title must be addressed to:

LAKE WORTH DRAINAGE DISTRICT  
Attn: Legal Department  
13081 Military Trail  
Delray Beach, FL 33484-1105

I hereby certify that I have examined the Public Records of Palm Beach County, Florida regarding the following described property:

**Provide Full Legal Description and  
Property Control Number**

and as of the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, find the last owner of record to be \_\_\_\_\_

\_\_\_\_\_ whose  
mailing

address is \_\_\_\_\_.

**Please identify any encumbrances, mortgages and any petroleum, phosphate, minerals and/or metals affecting the property.**

**(Name of Law Firm or Name of Title Company)**

By: \_\_\_\_\_

\_\_\_\_\_  
Attorney's Name if prepared by Law Firm

Name of President/Vice-President if prepared by Title Company

## SAMPLE CERTIFICATION OF TITLE

### Additional Requirements

If you are required to convey right-of-way to Lake Worth Drainage District, you must provide the following information:

**Existing Easements:** If there are existing easements or agreements that affect the parcel to be conveyed to LWDD, please identify them on the sketch of description required by LWDD for the proposed conveyance document. If there are no existing easements or agreements, please confirm that in the certification of title.

**Mortgage Holder:** If the parcel to be conveyed to LWDD is encumbered, it will be necessary to provide a Consent and Subordination of Mortgage. A sample form is provided herewith. Please provide the mortgage information in the certification.

If you are requesting a release of reservations from LWDD, you must provide the following information:

**Existing Easements:** If there are existing easements and or agreements that affect the parcel to be released by LWDD, please provide a boundary survey with all easements and/or agreements plotted thereon. In addition, please provide copies of the corresponding documents.

**SAMPLE FORM - THIS MUST BE PREPARED ON LENDER STATIONERY**

**CONSENT AND SUBORDINATION OF MORTGAGE**

\_\_\_\_\_, whose address is \_\_\_\_\_  
\_\_\_\_\_, pursuant to that Mortgage dated \_\_\_\_  
\_\_\_\_\_ and recorded in Official Record Book \_\_\_\_\_, Page \_\_\_\_\_, of the  
Public Records of Palm Beach County, Florida, (the "Mortgage"), which Mortgage  
encumbers the property described on Exhibit "A" attached hereto, consents to the Easement  
Deed dated \_\_\_\_\_ from \_\_\_\_\_  
\_\_\_\_\_, to LAKE WORTH DRAINAGE DISTRICT, to which this Consent and  
Subordination is attached (the "Easement), and subordinates the lien of the Mortgage to  
the Easement.

IN WITNESS WHEREOF, the Mortgagee has executed this Consent and Subordination as  
of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Mortgagee

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Address

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as President of \_\_\_\_\_  
\_\_\_\_\_. He/She (\_\_\_\_) is personally known  
to me or (\_\_\_\_) produced \_\_\_\_\_ as  
identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Stamp or Seal

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

**3.11 Utility Installations**

**NOTES:**

1. It is recommended that utility crossings be located adjacent to road crossings.
2. All underground utilities placed within the LWDD's canal rights-of-way must be identified with LWDD approved permanent witness markers identifying utility type and location.
3. Any utility line, including above or below ground that is being proposed to be installed parallel to and within the right-of-way of a LWDD canal must receive approval from the Board. Before a request to appear before the Board is added to the Agenda for an upcoming regularly scheduled monthly Board meeting, the applicant must provide to LWDD staff (Staff) a response, along with adequate supporting information for each of the seven (7) items (a through g) shown in this Operating Policies Manual (Manual). **See Section 3.11.1.6**

**NOTE:** A parallel utility line is one that is running (length-wise) parallel to the channel of a LWDD canal, and located within LWDD right-of-way.

4. All utility permits issued to public and private agencies will contain a provision, within the limits of the law, to indemnify and hold the LWDD harmless from any and all liability stemming from the authorized installation.
5. The design plans for each proposed utility line must include State Plane Coordinates (based on the North American Datum of 1983, 1990 adjustment [NAD 83/90] East Zone), in feet (U.S.), at the location where each proposed utility line enters and leaves the LWDD right-of-way, at each end of any proposed parallel utility line, and every three hundred feet (300') on utility lines that are proposed to be in LWDD right-of-way for more than three hundred feet (300').
6. The design plans for each proposed utility line include existing land lines (such as section lines, quarter-section lines, or platted block lines and tract lines within platted subdivision, e.g., the PALM BEACH FARMS CO. PLAT NO. 3) with horizontal dimension ties from the existing land line(s) to the proposed utility line.

**3.11.1 Specific Design Criteria**

**3.11.1.1 Aerial Crossings**

Generally described as utility lines which are buried within the right-of-way, but which span the canal above the water surface. (Typically attached to a bridge or pile supported).

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

**3.11.1.1.1**

Aerial crossings shall be no closer than fifteen feet (15') from bridges, or shall be located immediately adjacent to the bridge. Any new aerial crossings must not be lower than any adjacent existing bridges.

**3.11.1.1.2**

Aerial crossings shall adhere to the same low member elevations as bridges. **See Section 3.1.**

**3.11.1.1.3**

Bank stabilization shall be installed for the limits of the disturbed area of right-of-way, or as determined by Staff.

**3.11.1.1.4**

Location of all underground utilities shall be marked with a permanent witness marker at least four feet (4') high. Marker shall be placed at the right-of-way line and shall identify the underground line. Maintenance of these markers shall be the responsibility of the installing utility in perpetuity.

**3.11.1.2 Subaqueous Crossings**

**3.11.1.2.1**

Subaqueous crossings shall be installed a minimum of sixty inches (60") below the design bottom of the canal, and a minimum of thirty-six inches (36") below all berms and side slopes.

**3.11.1.2.2**

Each subaqueous crossing shall be encased in steel reinforced concrete, and/or a steel sleeve structurally designed to withstand excavations of the canal and to protect the crossings within the limits of the channel bottom (between toe of slope and toe of slope).

**3.11.1.2.3**

Bank stabilization shall be installed for the limits of the disturbed area of right-of-way, or as determined by Staff.

**3.11.1.2.4**

Location of all lines shall be marked with a permanent witness marker at least four feet (4') high. Marker shall be placed at the right-of-way line and shall identify the underground line.

**3.11.1.2.5** See Note 1 at the beginning of Section 3.11 for desired locations.

**3.11.1.3 Directional Bore Crossings**

**3.11.1.3.1**

Directional bore crossings of a canal must be made so as at all times a minimum of thirty-six inches (36") of buried casing from both side slopes and berm areas as well as ten feet (10') below the design bottom of the canal is provided.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

**3.11.1.3.2**

For each directional bore crossing the Permittee must either submit to LWDD a certification from a surveyor or professional engineer registered in the State of Florida certifying to the location and depth of the constructed utility line permitted or submit to LWDD a copy of the contractor's bore log along with a letter of acceptance of the permitted utility line as constructed from the utility owner. The bore log submitted to LWDD must show at least the depth below the top-of-bank of the canal design section of the permitted utility line as constructed and the depth below the centerline of the channel of the canal design section of the permitted utility line as constructed.

**3.11.1.4 Pole to Pole Crossings (All Lines)**

**3.11.1.4.1**

No poles or above ground appurtenances shall be allowed within LWDD right-of-way unless approved by the Board.

**3.11.1.4.2**

Clearances shall be from low point in line to top of bank.

<u>Canal</u>	<u>Minimum height above ground</u>	
	Phone/Power Lines	Cable/Lines
E-4	45'	40'
Boynton Canal	45'	40'
L-14	45'	40'
L-30	45'	40'
L-30-W	45'	40'
L-36½-W	45'	40'
L-38	45'	40'
E-1-W-N	40'	35'
E-1-W-S	40'	35'
E-1	40'	35'
E-1-E	40'	35'
E-1½	40'	35'
E-2	40'	35'
E-2-W	40'	35'
E-2-E	40'	35'
E-3	40'	35'
All Others	35'	30'

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

**3.11.1.5 Underground Crossings**

Underground utility crossings are utility crossings over or under a proposed or an existing culvert.

**3.11.1.5.1**

Utility lines placed over existing or proposed culverts shall have a minimum of thirty-six inches (36") of cover within the limits of the right-of-way. Utility lines placed under existing or proposed culverts shall be constructed a minimum of five feet (5') below the design bottom elevation of the canal or five feet (5') below the bottom of the culvert, whichever is lower.

**3.11.1.6 Parallel Utility Lines**

**3.11.1.6.1**

Utility lines installed in and parallel to a right-of-way shall be installed no more than five feet (5') from the right-of-way.

**3.11.1.6.2**

A permit to construct a parallel installation must be approved by the Board.

**3.11.1.6.3**

It shall be the responsibility of the petitioner to provide the following seven (7) items for consideration by the Board in determining its decision to approve the permit to construct the parallel installation:

- (a) Can the proposed utility line be installed within the petitioner's property?
- (b) Does an easement(s) currently exist in adjacent plats and/or developments for the installation of the proposed utility line?
- (c) Can the proposed utility line be installed within road rights-of-way within the proposed area?
- (d) Can the proposed utility line be installed within the required landscape buffer(s) of adjacent plats and/or developments?
- (e) Have other alternate routes for the installation of the proposed utility line been investigated?
- (f) Are there any undeveloped parcels of land in which the proposed utility line can be installed?
- (g) Has each adjacent property owner, or the adjacent Homeowners' Association(s) (HOA), if applicable, provided a letter of denial to allow the proposed utility line to be installed within their property?

**NOTE:** A parallel utility line is one that is running (length-wise) parallel to the channel of a LWDD canal, and located within LWDD right-of-way.



# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## Chapter 3: Engineering & Permitting Requirements

### 3.11.2 General Design Criteria

#### 3.11.2.1 Cover Requirements for Underground Facilities

Cover over facilities installed within LWDD maintenance areas shall be sufficient to withstand LWDD maintenance operations. A minimum of thirty-six inches (36") is required. Soil conditions may adversely affect the minimum cover required, proper backfilling and/or compaction shall be required.

#### 3.11.2.2 Canal Cross-Sections:

**Note: With respect to this Section (Section 3.11 Utility Installations) of this LWDD Operating Policies Manual, the canal cross-section requirements that follow are only for proposed aerial utility line crossings or proposed subaqueous utility line crossings.**

For each applicable existing LWDD canal, the applicant or petitioner must provide two sets of current canal cross-sections that have been signed and sealed by a professional surveyor and mapper licensed in the State of Florida. The canal cross-sections will be used to determine if LWDD will require the applicant or petitioner to convey an exclusive easement to LWDD and/or perform canal work. Canal cross-sections at 300 foot intervals are to be provided for each canal, including at each end of the portion of the project that fronts the canal. A minimum of three canal cross-sections for each canal are to be provided. The canal cross-sections are to show, label and dimension at least the following:

- (a) channel bottom elevation and width;
- (b) location and elevation of each toe-of-slope and each top-of-bank;
- (c) existing canal right-of-way lines;
- (d) existing land lines (such as section lines, quarter-section lines, or platted block lines and tract lines within platted subdivisions, e.g., the PALM BEACH FARMS CO. PLAT NO. 3);
- (e) property lines of subject parcel;
- (f) all easements within the limits of the canal cross-section; and
- (g) existing ground elevations to a point 50 feet beyond the existing top-of-banks on each side of the channel or to a point 25 feet outside of the existing canal right-of-way lines on each side of the channel, whichever is greater, including all features that may be relevant (e.g., buildings, edges of pavement, curbs, sidewalks, guardrails and ground grade breaks).

# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## Chapter 3: Engineering & Permitting Requirements

**Note: Each cross-section is to include a sufficient number of surveyed points such that the existing canal is accurately depicted.**

Canal cross-sections are also to be provided at each end of every culvert that exists within the limits of the project for each applicable LWDD canal, with the existing culvert shown in cross-sectional view depicted on the appropriate canal cross-section.

The canal cross-sections are to be shown at a scale of 1 inch equals 10 feet, both horizontal and vertical, for canals with a total of 80 feet (or less) of required right-of-way width (including both heavy and light canal maintenance berms), or 1 inch equals 20 feet, both horizontal and vertical, for canals with a total of more than 80 feet of required right-of-way width (including both heavy and light canal maintenance berms). A statement must be included on the canal cross-sections that the vertical datum used for the canal cross-sections is either the National Geodetic Vertical Datum of 1929 (NGVD 29) or the North American Vertical Datum of 1988 (NAVD 88), and if the NAVD 88 vertical datum has been used, a conversion factor between the NGVD 29 vertical datum and the NAVD 88 vertical datum for the locations where the canal cross-sections were taken, must be provided. A plan view must be provided that shows how the cross-sections are oriented. The canal cross-sections must be shown, in cross-sectional view, looking from west to east or from south to north, with the north or west right-of-way respectively being on the left side of each canal cross-section shown.

The requested information must be submitted to LWDD in both hardcopy format and CAD drawing files. The CAD drawing files must be in the form of AutoDesk DWG format (current and all prior versions accepted) or alternatively, in DXF format. The CAD drawing files can be submitted on either CD or DVD optical media.

Upon receipt of the existing canal cross section(s), LWDD will furnish the design section(s) that is (are) to be shown on the design plans.

**NOTE: Canal cross-sections are valid for a two year period. After that time, current canal cross-sections will be required for review by LWDD. Based upon review of current canal cross-sections, the applicant or petitioner may be required to reconstruct or reshape the existing canal, in addition to conveying right-of-way to LWDD.**

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

**3.11.2.3 Valve Boxes**

Valve boxes within LWDD right-of-way will be reviewed and approved or denied on a case by case basis. **See 3.11.3.17**

**3.11.2.4 Demucking**

Demucking of right-of-way shall be accomplished by the permittee if determined to be necessary by Staff.

**3.11.2.5 Witness Markers**

See Note 2 at the beginning of Section 3.11 for permanent witness markers.

**3.11.2.6 Right to Deny Request**

LWDD reserves the right to deny any request for failure to meet any requirement contained in this section, or if it is in conflict with the operations of LWDD.

**3.11.2.7 Canal Construction to Design Section**

For each aerial crossing or subaqueous crossing the permittee may be required to construct the existing canal to its design section. If so, the design plans for the proposed crossing are to include this work.

**3.11.2.8 Encroachments Within LWDD Right-of-Way**

LWDD does not assume maintenance or replacement responsibility for any encroachment within LWDD's right-of-way.

**3.11.2.9 Performance Bonds**

The Permittee or Permittee's installing contractor shall furnish a performance bond, cash or other acceptable form of surety in an amount equal to 110% of the engineer's certified cost estimate or the actual contract price to LWDD, to guarantee the timely installation and completion of the utility crossing as designed and approved. **See Chapter 3, Section 3.2 – Bonds or Letters of Credit**

**3.11.2.10 Liability Insurance**

The Permittee shall provide continuing proof of liability insurance in the amount of \$1,000,000.00 minimum, listing LWDD as an additional named insured.

**3.11.2.11 Indemnification and Hold Harmless Clause**

The permit shall contain an indemnification hold harmless clause in favor of LWDD, and Permittee shall pay any legal fees and expenses incurred by LWDD in the drafting and review of the necessary documents.

**3.11.2.12 Right to Terminate**

LWDD reserves, at all times, the right to terminate all permits.

**3.11.3 Possible Permit Conditions**

**[Note: These conditions are not totally inclusive. Additional conditions may be required based upon the circumstances of the project.]**

**3.11.3.1**

In the event it becomes necessary for LWDD to expand or further utilize its facilities within its right-of-way, the Permittee shall after reasonable notice (the same not to exceed sixty (60) days) effect such removal of the permitted facility as LWDD may reasonably require from time to time so as to allow

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

and not delay LWDD canal or right-of-way improvements; and further, the Permittee shall maintain in good safe operating condition the facility permitted and involved herein.

**3.11.3.2**

This permit may not be assigned to other than an affiliate of the Permittee without the written consent of LWDD.

**3.11.3.3**

Permittee may, at its sole expense, modify the facility involved and installed herein under the condition that same does not unreasonably interfere with LWDD's use of its right-of-way and under the condition that the plans and specifications for such modification have been approved in writing by LWDD's staff.

**3.11.3.4**

No sampling points, corporation stops (air release valves), valve boxes or other appurtenances will be permitted within the LWDD right-of-way unless specifically shown and dimensioned on the plans and designed to withstand the normal and routine maintenance of LWDD.

**3.11.3.5**

At the time of installation, a permanent benchmark shall be established at 2<sup>nd</sup> order, class II or better on top of the control structure(s) with the elevation clearly defined, pursuant to the National Geodetic Survey Standards and requirements for leveling.

**3.11.3.6**

Facilities backfilled prior to receiving LWDD approval will be uncovered for visual inspection.

**3.11.3.7**

It is not the intention of this permit to approve of the construction methods for the installation of the herein approved utility facilities. It shall be the responsibility of the Permittee or the Permittee's contractor(s) installing the above described facility to maintain the continuous uninterrupted free flow of water in the canal. It shall further be the duty of the Permittee to obtain the approval of LWDD for any construction methods, which would be contrary to the above. The Permittee shall also be responsible for the installation of silt screens and/or turbidity barriers, as necessary, to maintain the clarity of the water. PERMITTEE'S FAILURE TO COMPLY WITH WRITTEN NOTICE OF A VIOLATION OF THE CONDITIONS OF THIS PERMIT SHALL, AFTER FIVE (5) WORKING DAYS, AUTOMATICALLY WITHOUT FURTHER NOTICE VOID THIS PERMIT, BUT NOT THE PERMITTEE'S LIABILITY HERE INVOLVED. ANY BOND CONDITIONED BY THIS PERMIT SHALL BE UTILIZED FOR THE RESTORATION OF ANY DAMAGES DONE TO THE CANAL RIGHT-OF-WAY BY THE PERMITTEE OR THE PERMITTEE'S CONTRACTOR(S).

# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## Chapter 3: Engineering & Permitting Requirements

### 3.11.3.8

Permittee agrees to indemnify and hold harmless LWDD from and against any and all losses, claims, demands, damages, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees, related to or arising out of any claims against LWDD as a result of Permittee's use of the facility permitted and involved herein.

### 3.11.3.9.

Permittee acknowledges that LWDD is exempt from liability for personal injury and damages that may arise as a result of the issuance of this Permit by virtue of Florida Statute, Chapter No. 2003-344.

### 3.11.3.10

Permittee shall reconstruct canal(s) to approved design section along and adjacent to the project's limits, including clearing and proper sloping of the maintenance berms. The cleared canal berms and side slopes shall be stabilized. The type of stabilization shall be approved by Staff. The permitted construction shall be completed prior to any building activity adjacent to LWDD rights-of-way. Please be advised that any fill material scheduled to be removed from the canal may not be relied on for site work.

### 3.11.3.11

Permittee is to construct any sidewalk or pathway that is proposed within LWDD's rights-of-way with six-inch (6") thick concrete, or to meet LWDD approved alternate loading and material(s). LWDD will not be held responsible or liable for any damage to the sidewalk or pathway resulting from LWDD operations and maintenance procedures, or any property damage or personal injury resulting from any sidewalk or pathway damage. All repairs are to be the responsibility of the Permittee.

### 3.11.3.12

Permittee or Permittee's representative shall notify LWDD Engineering Department 48 hours prior to any work within LWDD rights-of-way to coordinate the extent of work to be completed. All facilities needing inspection must be observed prior to backfilling.

### 3.11.3.13

Permittee shall restore LWDD's right-of-way to its original or better condition where disturbed by construction activity.

### 3.11.3.14

LWDD cannot accept any water from dewatering either on or off-site until written notification of approval from SFWMD has been submitted to LWDD.

### 3.11.3.15

It shall be the responsibility of the Permittee to locate and protect any underground facilities within LWDD right-of-way prior to construction.

### 3.11.3.16

Permittee shall take all reasonable precautions necessary to prevent turbidity or silting upstream or downstream prior to and during construction.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

**3.11.3.17**

Should any valves or valve boxes be permitted in LWDD's right-of-way, they shall have a minimum HS-20 (traffic bearing) load rating.

**3.11.3.18**

All underground utility installations in LWDD right-of-way must have a minimum depth (cover) of thirty-six inches (36") unless an alternate design is approved. All underground utilities placed within LWDD's canal right-of-way must be identified with LWDD approved permanent witness markers identifying utility type and location.

**3.11.3.19**

Permittee shall submit record drawings/project certification within sixty (60) days of project completion. Drawings should show, as a minimum, location, depth of cover, elevations referenced to N.G.V.D. 1929 (adjusted). Failure of the Permittee to provide these drawings/certification within the time specified may result in LWDD requesting that all jurisdictional agencies withhold their final approval until the drawings/certification are received and approved by LWDD.

**3.11.3.20**

The permitted crossing shall be a minimum height/depth of \_\_\_\_\_ above/below the canal maintenance berm/channel bottom.

**3.11.3.21**

Permittee shall obtain any and all permits required by any governmental agency and/or any municipality that may be involved, prior to the commencement of any construction.

**3.11.3.22**

Permittee agrees that the stormwater discharge authorized by this permit shall comply with all applicable provisions of Part IV of Chapter 373, Florida Statutes, as well as applicable management and storage of surface water rules, including but not limited to, 40E-4.301, 40E-400.215, and 40E-400.315, Florida Administrative Code, and Section 5.2 of the SOUTH FLORIDA WATER MANAGEMENT DISTRICT Basis of Review. All costs of correcting any violations of SOUTH FLORIDA WATER MANAGEMENT DISTRICT law and rules shall be the exclusive obligation of Permittee.

**3.11.3.23**

All unpermitted facilities installed before or during construction shall be removed prior to the project's final acceptance by LWDD.

**3.11.3.24**

Permittee has provided a bond in favor of LWDD in the amount of 110% of the cost of the permitted facility and its installation. Bond can be released upon issuance of final inspection by LWDD and Permittee's submittal of record drawings/project certification to LWDD. The cost will be based on an estimate prepared and signed and sealed by a professional engineer registered in the State of Florida.

# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## Chapter 3: Engineering & Permitting Requirements

### 3.11.3.25

Permittee agrees that significant construction must start within two years from the date of permit issuance or this permit is void and a new permit must be applied for prior to any construction activity on site. Construction must be completed within the time period set in the permit. The new application must meet current operating policies.

### 3.11.3.26

Permittee has six (6) months after commencement of construction (as determined by LWDD) to complete the construction authorized by this Permit.

### 3.11.3.27

Permittee, LWDD approved assignees, and/or successors in title agree to operate and maintain the system/facility in perpetuity, including correction of any damages caused as a result of this installation.

### 3.11.3.28

Permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the facility. LWDD reserves the right to require that additional water quality or erosion control treatment methods be incorporated into the facility if such measures are shown to be necessary based on local, SFWMD, USACE, FDEP and/or EPA standards that are required.

### 3.11.4 Fees See Chapter 2.0

### 3.11.5 Conditions upon which Work within LWDD Right(s)-of-Way May be Required of a Petitioner or an Applicant

Proposed improvements to property that is adjacent to a LWDD canal, or part of a parent tract (same property owner or contiguous master plat) that is adjacent to a LWDD canal, or proposed improvements within LWDD canal right(s)-of-way, may be conditioned, when and if permitted by LWDD, to do canal work. This canal work may include, but may not necessarily be limited to, canal channel and maintenance berm relocation, canal channel and maintenance berm reshaping, dredging, filling, sloping, channel side slope stabilization, sodding and/or seeding and mulching.

Projects that may be conditioned to do canal work are projects that propose to make improvements to the adjacent property and which improvements may directly affect the facilities of LWDD.

# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## Chapter 3: Engineering & Permitting Requirements

Also, projects within adjacent property that have existing conditions, that have in the past adversely affected the facilities of LWDD, even if the proposed improvements will not directly affect the facilities of LWDD, may be required to do canal work.

Any requirements or conditions for canal work may be independent of any LWDD right-of-way ownership and interest requirements. These LWDD right-of-way ownership and interest requirements can be found in **Chapter 5: Right-of-Way Ownership & Interests** of the LWDD Operating Policies Manual.

Engineering and permitting requirements can be found in **Chapter 3: Engineering & Permitting Requirements** of the LWDD Operating Policies Manual.



LWDD GENERAL PERMIT APPLICATION

1. **Project Name/Description:** \_\_\_\_\_  
\_\_\_\_\_

**Check all that apply:**

**Type:**  Drainage Master  Drainage Phase  Roadway or Pathway  Bridge  
 Culvert Crossing  Piping of Canal  
 Permit Modification (Permit Number being modified: LWDD Permit Number \_\_\_\_\_)

**Utility Installation:**  Aerial Crossing  Subaqueous Crossing  Directional Bore Crossing  
 Pole to Pole  Underground Crossing  Parallel Installation  
 Attached to Bridge

**R/W Encroachment:**  Sign  Utility Pole  Monitoring Well

**Other:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2a. **Project Location (Including Address)** Note: Legal description of project or property survey with legal description must be attached to this application: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Drainage Basin (Please Circle):**      C-51    C-16    C-15    Hillsboro

2b. **On applications for Drainage Outfalls, Roadways, Pathways, Bridges, Culvert Crossings, Piping of Canals, Utility Lines, Utility Poles and Monitoring Wells provide Florida State Plane Grid Coordinates (U.S. Survey Feet) based upon the North American Datum of 1983, 1990 Adjustment (NAD 83/90), or better for the proposed improvements, as follows:**

**Begin Construction Centerline Coordinates:**        N                          E   \_\_\_\_\_

and

**End Construction Centerline Coordinates:**        N                          E   \_\_\_\_\_

or

**Location Coordinates:**                                        N                          E   \_\_\_\_\_

**LWDD PERMIT APPLICATION**

**Project Name/Description** \_\_\_\_\_

**2c. Property Control Number (for applicable parcels)** \_\_\_\_\_

**2d. Job, Agent or Government Project Number** \_\_\_\_\_

**2e. Receiving/Adjacent Canal(s):** \_\_\_\_\_ **2f. Project Acreage:** \_\_\_\_\_

**3. Agent\*:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Job #:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_ **Phone #** \_\_\_\_\_

**Project Engineer's email address:** \_\_\_\_\_

I hereby certify that I am an authorized agent of the owner.

\_\_\_\_\_  
Signature & Printed Name of Agent

\_\_\_\_\_  
Date

\* Agent must provide letter of authorization from owner.

**4. Owner/Applicant:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

\_\_\_\_\_  
Signature & Printed Name of Owner/Applicant

\_\_\_\_\_  
Date

**Checklist of items to be included with a Permit Application**

- ( ) Two (2) sets of signed & sealed design plans.
- ( ) One (1) set of signed & sealed drainage calculations for the appropriate frequency design storm event.
- ( ) Control structure(s) shown on the detail sheet of design plans shall be a fixed metal plate or wall, moveable metal plate or a combination of both. All dimensions and elevations shall be shown on design plans.
- ( ) Discharge pipe and/or endwall shown on detail sheet of the design plans shall meet LWDD & FDOT standards and specifications.
- ( ) Existing canal cross section with canal design section overlay, if applicable.
- ( ) Check for inspection/administrative fees if required, including itemization of fees. **See Chapter 2 – Fees, of LWDD Operating Policies manual.**
- ( ) Map of Survey and/or sketch of description (signed and sealed)
- ( ) Drawing describing the proposed use or facilities (to scale if possible)
- ( ) Copy of other Agency permits (if applicable)
- ( ) Other information pertinent to the application
- ( ) A benchmark shall be provided on the discharge control structure.

To be Prepared on Surety Letterhead

PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_ (Principal) \_\_\_\_\_, having an address of \_\_\_\_\_ as ("Principal"), and \_\_\_\_\_ (Surety) \_\_\_\_\_, having an address of \_\_\_\_\_ (Local Address) \_\_\_\_\_ as ("Surety"), having heretofore complied with all requirements of the laws of the State of Florida regulating the admission of such transacted business in this State, as Surety, are held and firmly bond unto the Lake Worth Drainage District, a special taxing district of the State of Florida, having an address of 13081 Military Trail, Delray Beach, Florida 33484-1105, in the full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money funds of the United States of America, for which sum well and truly to be paid to said Lake Worth Drainage District ("LWDD"), the said Principal and the said Surety do hereby bind themselves, their heirs, executors, administrators, successors or assigns respectively, as the case may be, jointly and severally, firmly by these presents.

**WHEREAS**, the said Principal is required to furnish a Performance Bond to guarantee the completion of the project as required by the permit/agreement Principal executed with Lake Worth Drainage District.

Drafts made under this Performance Bond shall be marked as "Drawn under Performance Bond Number \_\_\_\_\_", and must be accompanied by written notice from LWDD that Principal failed to meet its obligation under the terms of its permit/agreement.

Venue for any administrative proceeding or judicial action from this Performance Bond, including any action to enforce its terms against the Surety, shall be in Palm Beach County, Florida.

This Performance Bond shall be in effect, without amendment, until the date set forth herein. If the Surety elects to terminate the Performance Bond, notice to LWDD that this Performance Bond will expire prior to performance of the Principal's obligations shall be deemed a default by the Principal.

This Performance Bond shall remain in full force until completion of the project and approval of the project by LWDD, pursuant to the terms of the Principal's permit/agreement.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals, by action causing their authorized representatives to sign these presents, pursuant to the authority of their governing bodies on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal Name (Printed)

Attested by: \_\_\_\_\_  
Principal's Authorized Agent

\_\_\_\_\_  
Surety Name (Printed)

Attested by: \_\_\_\_\_  
Surety's Authorized Agent

SIGNED AND SEALED  
IN THE PRESENCE OF:

\_\_\_\_\_  
Witness Name (Printed)

Witnesses: \_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name (Printed)

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

To be Prepared on Bank Letterhead

## IRREVOCABLE LETTER OF CREDIT

DATE OF ISSUE:

APPLICANT:

BENEFICIARY: Lake Worth Drainage District  
13081 Military Trail, Delray Beach, FL 33484

AMOUNT:

EXPIRATION DATE:

We hereby open our Irrevocable Letter of Credit No. \_\_\_\_\_ in favor for the account of \_\_\_\_\_, which such credit may be drawn by said Beneficiary at \_\_\_\_\_ (Address) \_\_\_\_\_ on us.

Demands on the Letter must be accompanied by a statement from the **Manager or Assistant Manager of Lake Worth Drainage District**, certifying either: (1) that said Letter of Credit is about to expire and has not been renewed; or (2) that work has not been completed in accordance with the plans, specifications and agreements (including any amendments thereof) for the following project:

\_\_\_\_\_  
(Name of Project)

The initial expiry date of this Letter of Credit is \_\_\_\_\_.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts under and in compliance with the terms of the credit, that such drafts will be duly honored upon presentation to \_\_\_\_\_ (Name of Florida Bank) \_\_\_\_\_ at \_\_\_\_\_ (address) \_\_\_\_\_, in accordance with the terms hereof. If this draft is not honored upon presentation, \_\_\_\_\_ (Name of Florida Bank) \_\_\_\_\_ agrees to pay costs incurred by the Lake Worth Drainage District in enforcing this Letter of Credit, including attorney fees.

This credit is subject to the "Uniform Customs and Practice for Documentary Credits" (1993 revision), International Chamber of Commerce Publication No. 500 and to the provisions of Florida Law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida Law should arise, Florida Law shall prevail. If a conflict between the law of another state or country and Florida Law should arise, Florida Law shall prevail.

BY: \_\_\_\_\_ (Name of Florida Bank)

\_\_\_\_\_  
(Signature of Authorized Bank Officer)

\_\_\_\_\_  
(Printed Name and Title of Officer)

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

**3.12 Monitoring Wells**

**3.12.1 U.S.G.S. (United States Geological Survey) Wells**

Monitoring of groundwater table elevations

**3.12.1.1**

If the Board grants approval for a well to be constructed within LWDD right-of-way, Staff will issue a Well Permit with a maximum time limit of two (2) years and one (1) additional two (2) year extension.

**3.12.1.2**

Staff will require an on-site inspection of the proposed location prior to approval.

**3.12.1.3**

All permits shall contain a condition for removal by U.S.G.S. or applicable party within sixty (60) days of receipt of written notice from LWDD.

**3.12.1.4**

Temporary caps shall be eighteen inches (18") below natural ground.

**3.12.1.5**

Permanent caps shall be thirty-six inches (36") below natural ground and in accordance with all other existing rules and regulations.

**3.12.1.6**

Petitioner/Applicant shall pay all applicable fees for well permit.  
**See Chapter 2.0 Fees.**

**3.12.2 Temporary Monitoring Well Encroachment License Agreement**

Monitoring of groundwater contamination

**3.12.2.1**

Each monitoring well encroachment must be approved by the Board and shall require a Temporary Monitoring Well Encroachment License Agreement.

**3.12.2.2**

Plans for the installation and removal of the monitoring well shall be submitted and approved by authorized personnel. Permit plans shall include removal or capping of wells when terminated. Well capping shall meet South Florida Water Management District well abandonment procedures.

**3.12.2.3**

Petitioner shall submit to LWDD all monitoring well reports.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 3: Engineering & Permitting Requirements**

**3.12.2.4**

Petitioner shall provide LWDD One Million Dollars (\$1,000,000.00) liability insurance coverage listing LWDD as an **additional named insured**.

**3.12.2.5**

Petitioner shall indemnify and hold harmless LWDD.

**3.12.2.6**

Petitioner shall provide LWDD with proof of Workers' Compensation Insurance coverage, if applicable.

**3.12.2.7**

Petitioner shall not obstruct or interfere with LWDD'S maintenance, construction and improvements.

**3.12.2.8**

License may be terminated at any time by LWDD, at its sole discretion and by written notice.

**3.12.2.9**

Petitioner shall pay all applicable fees for license agreements, administration fees and attorneys' fees. **See Chapter 2.0 Fees**

**3.12.2.10**

All monitoring wells shall be designed to withstand one hundred fifty percent (150%) of the weight of the equipment used to maintain the canal or FDOT HS-20 (traffic bearing) load rating, whichever is heavier.



LWDD GENERAL PERMIT APPLICATION

1. **Project Name/Description:** \_\_\_\_\_  
\_\_\_\_\_

**Check all that apply:**

**Type:**  Drainage Master  Drainage Phase  Roadway or Pathway  Bridge  
 Culvert Crossing  Piping of Canal  
 Permit Modification (Permit Number being modified: LWDD Permit Number \_\_\_\_\_)

**Utility Installation:**  Aerial Crossing  Subaqueous Crossing  Directional Bore Crossing  
 Pole to Pole  Underground Crossing  Parallel Installation  
 Attached to Bridge

**R/W Encroachment:**  Sign  Utility Pole  Monitoring Well

**Other:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2a. **Project Location (Including Address)** Note: Legal description of project or property survey with legal description must be attached to this application: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Drainage Basin (Please Circle):**      C-51    C-16    C-15    Hillsboro

2b. **On applications for Drainage Outfalls, Roadways, Pathways, Bridges, Culvert Crossings, Piping of Canals, Utility Lines, Utility Poles and Monitoring Wells provide Florida State Plane Grid Coordinates (U.S. Survey Feet) based upon the North American Datum of 1983, 1990 Adjustment (NAD 83/90), or better for the proposed improvements, as follows:**

**Begin Construction Centerline Coordinates:**      N \_\_\_\_\_ E \_\_\_\_\_

and

**End Construction Centerline Coordinates:**      N \_\_\_\_\_ E \_\_\_\_\_

or

**Location Coordinates:**      N \_\_\_\_\_ E \_\_\_\_\_

**LWDD PERMIT APPLICATION**

**Project Name/Description** \_\_\_\_\_

**2c. Property Control Number (for applicable parcels)** \_\_\_\_\_

**2d. Job, Agent or Government Project Number** \_\_\_\_\_

**2e. Receiving/Adjacent Canal(s):** \_\_\_\_\_ **2f. Project Acreage:** \_\_\_\_\_

**3. Agent\*:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Job #:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_ **Phone #** \_\_\_\_\_

**Project Engineer's email address:** \_\_\_\_\_

I hereby certify that I am an authorized agent of the owner.

\_\_\_\_\_  
Signature & Printed Name of Agent

\_\_\_\_\_  
Date

\* Agent must provide letter of authorization from owner.

**4. Owner/Applicant:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

\_\_\_\_\_  
Signature & Printed Name of Owner/Applicant

\_\_\_\_\_  
Date

**Checklist of items to be included with a Permit Application**

- ( ) Two (2) sets of signed & sealed design plans.
- ( ) One (1) set of signed & sealed drainage calculations for the appropriate frequency design storm event.
- ( ) Control structure(s) shown on the detail sheet of design plans shall be a fixed metal plate or wall, moveable metal plate or a combination of both. All dimensions and elevations shall be shown on design plans.
- ( ) Discharge pipe and/or endwall shown on detail sheet of the design plans shall meet LWDD & FDOT standards and specifications.
- ( ) Existing canal cross section with canal design section overlay, if applicable.
- ( ) Check for inspection/administrative fees if required, including itemization of fees. **See Chapter 2 – Fees, of LWDD Operating Policies manual.**
- ( ) Map of Survey and/or sketch of description (signed and sealed)
- ( ) Drawing describing the proposed use or facilities (to scale if possible)
- ( ) Copy of other Agency permits (if applicable)
- ( ) Other information pertinent to the application
- ( ) A benchmark shall be provided on the discharge control structure.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 4: Restrictions & Requirements within Right-of-Way**

**4.1 Dumping Violations**

(Ref. Florida Statutes, Section 403.413)

(Ref. Florida Statutes, Section 298.66)

LWDD does not allow dumping of any type of materials within its canal rights-of-way and on lands owned by LWDD.

LWDD will prosecute any violator to the fullest extent of the law, in accordance with all local, state and federal laws and ordinances.

**4.1.2 Procedures for Reporting of Dumping of Building Materials, Grass Clippings, Tree Trimmings, Household Garbage and Debris of Any Type and Materials on LWDD Canal Right-Of-Way:**

**4.1.2.1**

LWDD Employee discovers violation:

- a. Document violation and contact adjacent land owner/agent
- b. Report Notice of Violation directly to Director of Operations

**4.1.2.2**

Construction Inspector sends written Notice of Violation (N.O.V.) to adjacent property owner by regular mail.

- a. N.O.V. must contain the following information:
  - i. Detailed description of violation
  - ii. Demand for removal of dumped material(s) within ten business (10) days of receipt of N.O.V.

**4.1.2.3**

LWDD is primarily funded with taxpayer dollars. In order to make efficient use of LWDD resources the N.O.V. will contain the following options:

a. Upon receipt of the N.O.V., if the violator cannot remove the dumped materials, the violator can contact LWDD to remove the violation as a service to the violator, and LWDD shall assess the violator for the actual cost to LWDD.

b. If the violator elects not to remove the violations (dumped materials) within the ten (10) days LWDD will proceed to cause compliance. In order to cause compliance and efficient operation and maintenance of the canal rights-of-way, LWDD will assess the violator for the actual cost to LWDD for clean up/removal of the violations. If the violator does not remit the clean up/removal costs for this matter, it will be turned over to the LWDD Legal Department for collection including, but not limited to attorney's fees, possible liens, court costs and administrative fees.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 4: Restrictions & Requirements within Right-of-Way**

- c. If the violator removes the violation within the ten (10) days of the N.O.V., and the right-of-way is restored to its original or better condition, LWDD will consider the matter closed.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 4: Restrictions & Requirements within Right-of-Way**

**4.2 Right-of-Way Encroachments & Removal Process**

**Encroachment:** Any object, structural or non-structural, within existing LWDD right-of-way, above ground, below ground or at ground level, that does not constitute a LWDD facility or a LWDD permitted facility (i.e. outfall pipe, endwall, etc.), including but not limited to, canal channels and maintenance berms, canal control structures, LWDD gates, staff gauges, etc. Encroachments may be permitted, licensed, authorized under agreements, or exist as unauthorized encroachments as described above.

**4.2.1 Right-of-Way Encroachments**

**4.2.1.1**

LWDD does not allow encroachments within LWDD canal rights-of-way unless authorized and permitted through the requirements of other sections of this Operating Policies manual, including, but not limited to: bridges, culverts, docks, boat lifts, seawalls, gates, signs, utility lines and facilities.

**4.2.1.2**

LWDD reserves the right to deny any request for failure to meet any requirement contained in this or any other section of this Operating Policies manual, or if it is in conflict with the operations of LWDD.

**4.2.1.3**

The canal shall remain clear of all construction. There shall be no trees, shrubs, etc. within the right-of-way.

**4.2.1.4**

LWDD does not assume maintenance or replacement responsibility for any encroachment within LWDD's right-of-way.

**4.2.1.5**

The petitioner/applicant always has the right to appear before the LWDD Board of Supervisors to present their request for a variance to the established operating policies.

**4.2.2 Right-of-Way Encroachment Removal Process**

**4.2.2.1**

LWDD inspector verifies encroachment(s) and takes photographs of encroachment(s).

**4.2.2.2**

LWDD inspector notifies adjacent property owner in writing (sent via Priority Mail Flat Rate, postage prepaid, and/or hand delivery by LWDD) of encroachment violation, advising that encroachment(s) must be removed within sixty (60) calendar days from the date of the letter of notification; and provide a date certain for removal. Contact with adjacent property owner shall be made prior to removal of encroachment(s). Further, if personal

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 4: Restrictions & Requirements within Right-of-Way**

contact is not made the encroachment(s) will be tagged and a door tag will be placed on the front door with the proper contact information.

**4.2.2.3**

Once the sixty (60) calendar days have elapsed, the LWDD Engineering Department shall conduct an inspection of the encroachment area.

**4.2.2.4**

LWDD inspector provides a copy of the written notice of encroachment violation for remaining encroachment(s) together with the Encroachment Removal Report to Operations for removal by LWDD field staff.

**4.2.2.5**

Encroachment(s) shall be removed by LWDD field staff; unless otherwise directed by the Manager of LWDD.

**4.2.2.6**

After removal of encroachment(s) by LWDD field staff, Operations will finalize the Encroachment Removal Report and forward to LWDD Records Department.

**4.2.2.7**

LWDD is primarily funded with taxpayer dollars. In order to make efficient use of LWDD resources the Notice of Violation (N.O.V.) will contain the following options:

a. Upon receipt of the N.O.V., if the adjacent property owner cannot remove the encroachment(s), the adjacent property owner may contact LWDD to remove the encroachment(s) as a service to the adjacent property owner and LWDD shall assess the adjacent property owner for the actual cost to LWDD for the removal.

b. If the adjacent property owner elects not to remove the violation(s) (encroachment(s)) within the ten (10) days LWDD will proceed to cause compliance. In order to cause compliance and efficient operation and maintenance of the canal rights-of-way, LWDD will assess the adjacent property owner for the actual cost to LWDD for clean up/removal of the violation(s) (encroachment(s)). If the adjacent property owner does not remit the clean up/removal costs for this matter, it will be turned over to the LWDD Legal Department for collection including, but not limited to attorney's fees, possible liens, court costs and administrative fees.

c. If the adjacent property owner removes the violation (encroachment(s)) within the ten (10) days of the N.O.V., and the right-of-way is restored to its original or better condition, LWDD will consider the matter closed.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 4: Restrictions & Requirements within Right-of-Way**

**4.3 No Wake Zones**

(Ref: LWDD Resolution No. 86-4)

(Ref: Florida Statutes, Chapter 298) See [www.leg.state.fl.us/STATUTES](http://www.leg.state.fl.us/STATUTES)

LWDD has the responsibility and authority to identify and post as "No Wake Zones" any areas in LWDD's canals which are being damaged by boat wakes. Any person, group or entity in violation of the posting may be guilty of a felony of the third degree.



**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 4: Restrictions & Requirements within Right-of-Way**

**4.4 Overhead Spraying (Irrigation)**

(Ref. LWDD Resolution Nos. 78-2 & 90-4)

Due to the use of unauthorized or illegal chemicals by others, which may cause the waters of LWDD to be harmful to plant life, it is directed to the public not to use these waters if sprayed or applied directly via overhead sprinkler systems, or mixed in spray tanks for direct application and that any individual or corporate person using the water in the canals of LWDD as aforesaid do the same at their own risk, and any and all parties so engaged are hereby highly advised to cease and desist from such operation.

Any permits issued shall provide for indemnification, hold harmless and release from Permittee to LWDD. A copy of LWDD Board of Supervisors' Resolution 90-4 shall be attached to each Irrigation Connection Permit (ICP) issued. **See Section 3.8**

RESOLUTION NO. 90-4  
AMENDMENT TO  
RESOLUTION NO. 78-2

WHEREAS, the LAKE WORTH DRAINAGE DISTRICT owns, manages and operates approximately 500 miles of canals within the boundaries of the LAKE WORTH DRAINAGE DISTRICT, and

WHEREAS, herbicides are used by the LAKE WORTH DRAINAGE DISTRICT under the direct supervision of licensed applicators, for aquatic weed control, and

WHEREAS, lands in the LAKE WORTH DRAINAGE DISTRICT are used for a variety of purposes; namely, residential, farming, cattle ranching, dairies, nurseries, golf courses, and park and recreational areas, all of whom may from time to time use herbicides, pesticides, insecticides, etc. which are detrimental to the purity of the water within the canals of the LAKE WORTH DRAINAGE DISTRICT, and

WHEREAS, regular chemical analysis tests of the waters within the canals of the LAKE WORTH DRAINAGE DISTRICT have determined that illegal and harmful chemicals have been detected in the canal waters of the LAKE WORTH DRAINAGE DISTRICT making said water potentially harmful to plant life if sprayed and applied directly via overhead sprinkling systems or used and mixed in spray tanks for direct application, and

WHEREAS, the Lake Worth Drainage District Board of Supervisors adopted Resolution 78-2 which forbids overhead spraying, and

WHEREAS, it is the intent of the Board of Supervisors to amend Resolution 78-2 in its entirety to provide specifically as contained herein.

NOW THEREFORE be it known that any individual or corporate person using the water in the canals of the LAKE WORTH DRAINAGE DISTRICT as aforesaid do the same at their own risk, and any and all parties so engaged are hereby highly advised to cease and desist from such operation.

This Resolution passed at regular session this 12 day of

September, 1990.

C. Stanley Weaver  
by Kenneth Dell

RESOLUTION NO. 78-2

WHEREAS, the LAKE WORTH DRAINAGE DISTRICT owns, manages and operates approximately 500 miles of canals within the boundaries of the LAKE WORTH DRAINAGE DISTRICT, and

WHEREAS, herbicides are used by the LAKE WORTH DRAINAGE DISTRICT under the direct supervision of licensed applicators, for aquatic weed control, and

WHEREAS, lands in the LAKE WORTH DRAINAGE DISTRICT are used for a variety of purposes; namely, residential, farming, cattle ranching, dairies, nurseries, golf courses, and park and recreational areas, all of whom may from time to time use herbicides, pesticides, insecticides, etc. which are detrimental to the purity of the water within the canals of the LAKE WORTH DRAINAGE DISTRICT, and

WHEREAS, regular chemical analysis tests of the waters within the canals of the LAKE WORTH DRAINAGE DISTRICT have determined that illegal pesticides/<sup>herbicides and insecticides</sup> have been detected in the canal waters of the LAKE WORTH DRAINAGE DISTRICT making said water potentially harmful to plant life if sprayed and applied directly via overhead sprinkling systems or used and mixed in spray tanks for direct application.

NOW THEREFOR, be it known that it is forbidden to utilize the water direct from the canals of the LAKE WORTH DRAINAGE DISTRICT for overhead sprinkling purposes or for use of said water as a diluent for spraying purposes.

Be it known that any individual or corporate person using the water in the canals of the LAKE WORTH DRAINAGE DISTRICT as aforesaid do the same at their own risk, and any and all parties so engaged are hereby directed to cease and desist from such operation.

This Resolution passed at regular session this 26th day of April, 1978.

C Stanley Weaver  
Albert F. Machek  
3

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 4: Restrictions & Requirements within Right-of-Way**

**4.5 Spoil Material in Right-of-Way**

All material excavated will be the property of LWDD and disposed of by LWDD within two (2) years of the completed excavation. If the material is to be sold, the adjacent landowner shall be offered first right of refusal to purchase at a negotiated price, but not less than fair-market value.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 4: Restrictions & Requirements within Right-of-Way**

**4.6 Tree Tags**

A “tree tag” is a specially printed sign to be attached to trees or large shrubs which are planted within LWDD’s right-of-way without a permit, and requiring removal of the tree or shrub within sixty (60) days.

**4.6.1 Use**

Any employee of LWDD may attach a tree tag to any incorrectly placed tree or shrub, provided the employee dates and signs the tag.

**4.6.2 Action**

LWDD is primarily funded with taxpayer dollars. In order to make efficient use of LWDD resources the tree tags will contain the following options:

- a. Upon receipt of the tree tag, if the violator cannot remove the tree or shrub, the violator can contact LWDD to remove the violation as a service to the violator, and LWDD shall assess the violator for the actual cost to LWDD.
- b. If the violator elects not to remove the violations (trees and shrubs) within the sixty (60) days, LWDD will proceed to cause compliance. In order to cause compliance and efficient operation and maintenance of the canal rights-of-way, LWDD will assess the violator for the actual cost to LWDD for clean up/removal of the violations. If the violator does not remit the clean up/removal costs for this matter, it will be turned over to LWDD Legal Department for collection including, but not limited to attorney’s fees, possible liens, court costs and administrative fees.
- c. If the violator removes the violation within the sixty (60) days of the tree tag, and the right-of-way is restored to its original or better condition the LWDD will consider the matter closed.

LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES

Chapter 4: Restrictions & Requirements within Right-of-Way

**SAMPLE NOTICE CARD**

[Front Side of Card]

**Dear Owner**

**PLEASE HELP ME!**

**I Have Been Planted in the Wrong Place**

**Lake Worth Drainage District  
[LWDD]**

[Back Side of Card]

Dear Landowner:

It appears that you have mistakenly  
planted this tree within LWDD's  
Canal Right-of-Way, which is to remain clear.  
Please replant this tree on your property outside of LWDD's  
Right-of-Way within \_\_\_\_\_ days of the date of this notice.  
If this tree is not replanted by you within the time specified,  
It will be removed by LWDD.

Date of Notice: \_\_\_\_\_

By: \_\_\_\_\_

Phone:  
561-498-5363 or 561-737-3835

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 4: Restrictions & Requirements within Right-of-Way**

**4.7 Unsafe Bridges**

**4.7.1. Structural Integrity of Bridge**

LWDD shall notify the landowner adjacent to any bridge, which LWDD deems to be unsafe, that the bridge must be repaired or removed within thirty (30) days from the delivery of the notice.

**4.7.2 Notification**

If no response is received from the owner, LWDD shall obtain a letter under seal from a registered Florida professional engineer, stating whether the bridge is safe or unsafe for vehicular and/or pedestrian traffic. Upon receipt of a letter certifying a bridge to be unsafe, LWDD shall remove the unsafe bridge and bill the owner for the expenses involved.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 4: Restrictions & Requirements within Right-of-Way**

**4.8 Use of Right-of-Way as Temporary Access**

**Requests for Use of LWDD's Right-of-Way as Temporary Access**

All requests will be considered by the LWDD Board of Supervisors (Board) on an individual basis. If approved by the Board, the following guidelines apply:

**4.8.1**

The petitioner shall enter into a license agreement to indemnify and hold harmless LWDD from any damages resulting from the use of the right-of-way.

**4.8.2**

Proof of minimum of \$1,000,000.00 liability must be furnished to LWDD.

**4.8.3**

The petitioner shall pay any legal fees incurred by LWDD in drafting and review of the necessary documents.

**4.8.4**

The petitioner shall furnish a bond or letter of credit equal to \$50.00 per linear foot of right-of-way to be used, plus \$500.00 for equipment mobilization, to guarantee the return of the right-of-way to its original condition.

**4.8.5**

The License Agreement may be terminated orally or in writing immediately at the sole discretion of the LWDD Manager, Assistant Manager or Board of Supervisors.

**4.8.6**

Based upon time constraints, the manager is authorized to allow temporary access within LWDD rights-of-way; however, the manager shall report to the Board at the next regularly scheduled Board meeting.

**4.8.7**

**Fees** (See Chapter 2.0 – Fees)



To be Prepared on Surety Letterhead

PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_ (Principal),  
having an address of \_\_\_\_\_ as  
("Principal"), and \_\_\_\_\_ (Surety),  
\_\_\_\_\_ (Local Address) \_\_\_\_\_ as ("Surety"), having  
heretofore complied with all requirements of the laws of the State of Florida regulating the  
admission of such transacted business in this State, as Surety, are held and firmly bond unto the  
Lake Worth Drainage District, a special taxing district of the State of Florida, having an address of  
13081 Military Trail, Delray Beach, Florida 33484-1105, in the full and just sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money funds of the  
United States of America, for which sum well and truly to be paid to said Lake Worth Drainage  
District ("LWDD"), the said Principal and the said Surety do hereby bind themselves, their heirs,  
executors, administrators, successors or assigns respectively, as the case may be, jointly and  
severally, firmly by these presents.

**WHEREAS**, the said Principal is required to furnish a Performance Bond to guarantee the  
completion of the project as required by the permit/agreement Principal executed with Lake  
Worth Drainage District.

Drafts made under this Performance Bond shall be marked as "Drawn under Performance Bond  
Number \_\_\_\_\_", and must be accompanied by written notice from LWDD that Principal  
failed to meet its obligation under the terms of its permit/agreement.

Venue for any administrative proceeding or judicial action from this Performance Bond, including  
any action to enforce its terms against the Surety, shall be in Palm Beach County, Florida.

This Performance Bond shall be in effect, without amendment, until the date set forth herein. If  
the Surety elects to terminate the Performance Bond, notice to LWDD that this Performance Bond  
will expire prior to performance of the Principal's obligations shall be deemed a default by the  
Principal.

This Performance Bond shall remain in full force until completion of the project and approval of  
the project by LWDD, pursuant to the terms of the Principal's permit/agreement.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals, by action causing  
their authorized representatives to sign these presents, pursuant to the authority of their  
governing bodies on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal Name (Printed)

Attested by: \_\_\_\_\_  
Principal's Authorized Agent

\_\_\_\_\_  
Surety Name (Printed)

Attested by: \_\_\_\_\_  
Surety's Authorized Agent

SIGNED AND SEALED  
IN THE PRESENCE OF:

\_\_\_\_\_  
Witness Name (Printed)

Witnesses: \_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name (Printed)

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

To be Prepared on Bank Letterhead

**IRREVOCABLE LETTER OF CREDIT**

DATE OF ISSUE:

APPLICANT:

BENEFICIARY: Lake Worth Drainage District  
13081 Military Trail, Delray Beach, FL 33484

AMOUNT:

EXPIRATION DATE:

We hereby open our Irrevocable Letter of Credit No. \_\_\_\_\_ in favor for the account of \_\_\_\_\_, which such credit may be drawn by said Beneficiary at \_\_\_\_\_ (Address) \_\_\_\_\_ on us.

Demands on the Letter must be accompanied by a statement from the **Manager or Assistant Manager of Lake Worth Drainage District**, certifying either: (1) that said Letter of Credit is about to expire and has not been renewed; or (2) that work has not been completed in accordance with the plans, specifications and agreements (including any amendments thereof) for the following project:

\_\_\_\_\_ (Name of Project)

The initial expiry date of this Letter of Credit is \_\_\_\_\_.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts under and in compliance with the terms of the credit, that such drafts will be duly honored upon presentation to \_\_\_\_\_ (Name of Florida Bank) at \_\_\_\_\_ (address) \_\_\_\_\_, in accordance with the terms hereof. If this draft is not honored upon presentation, \_\_\_\_\_ (Name of Florida Bank) agrees to pay costs incurred by the Lake Worth Drainage District in enforcing this Letter of Credit, including attorney fees.

This credit is subject to the "Uniform Customs and Practice for Documentary Credits" (1993 revision), International Chamber of Commerce Publication No. 500 and to the provisions of Florida Law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida Law should arise, Florida Law shall prevail. If a conflict between the law of another state or country and Florida Law should arise, Florida Law shall prevail.

BY: \_\_\_\_\_ (Name of Florida Bank)

\_\_\_\_\_  
(Signature of Authorized Bank Officer)

\_\_\_\_\_  
(Printed Name and Title of Officer)

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 4: Restrictions & Requirements within Right-of-Way**

**4.9 Unauthorized Use of Right-of-Way as Access**

All motorized vehicles, other than those that are performing maintenance and/or operational tasks upon LWDD facilities or those vehicles that have prior authorization from LWDD, are prohibited from being on the dry ground areas of LWDD Canals.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 4: Restrictions & Requirements within Right-of-Way**

**4.10 Vendors on Right-of-Way**

**4.10.1**

Vendors are not permitted on any LWDD right-of-way.

**4.10.2**

If necessary, assistance from the applicable local law enforcement will be requested to remove vendors from the right-of-way.

# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## Chapter 5: Right-of-Way Ownership & Interests

### 5.1 Chancery Case 407

Chapter 6458, Laws of Florida (1913) authorized the creation of water control districts by Chancery Court proceedings.

In the Chancery Court proceeding (hereafter referred to as Chancery Case 407) the Lake Worth Drainage District (LWDD) was created on June 15, 1915, pursuant to the Decree Creating and Incorporating the LWDD.

In accordance with Chapter 6458, commissioners appointed by LWDD identified and appraised real property to be acquired by LWDD to be used for right-of-way, holding basins, and other drainage works of LWDD. The commissioners also assessed the benefits and damages accruing to all lands within LWDD under the planned reclamation.

The Palm Beach County Court of Chancery, in Chancery Case 407, approved the report prepared by the commissioners and subsequent amended reports on July 17, 1917. As a result and in accordance with Chapter 6458, any assessment owed to a property owner for property acquired in fee simple by LWDD was credited toward the assessment owed by the property owner to LWDD and fee simple title to the acquired property was vested in the name of LWDD.

In an effort to make Chancery Case 407 a more accessible document to the public, LWDD recorded Chancery Case 407 on June 22, 1990, which can be found in Official Record Book 6495, Page 761. The recording of this document in the public records on June 22, 1990 does not change the fact that title to the acquired property was vested in the name of LWDD on June 17, 1917. Chapter 6458, Laws of Florida, required the Chancery Court proceedings to be filed with the Clerk of the Court and not in the public records.

The Board may authorize the sale of LWDD's interests in real estate to the adjacent land owner (refer to Section 5.5 – Sale of LWDD's Interests in Real Estate).

#### 5.1.1 Quit Claim of Ownership Interests of Property Acquired from Chancery Case 407 within Platted Subdivisions

The Board may authorize to quit claim ownership interests acquired from Chancery Case 407 within subdivisions that have been platted and recorded in the public records for 30 years or more, provided the platted subdivision was not part of the original Chancery Case 407 proceeding. Each petitioner's case will be reviewed by LWDD staff and LWDD's general counsel on a case-by-case basis. Staff will then make a recommendation to the Board to either quit claim LWDD's interest for a processing fee or require fair-market value. The LWDD staff may also recommend to the Board that LWDD should require an exclusive easement from the property owner(s) so that adequate area is available for canal maintenance purposes.

Once the Board has made a determination to either quit claim all or a portion of LWDD's right-of-way ownership interest to an adjacent property owner for a

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 5: Right-of-Way Ownership & Interests**

processing fee, or to sell all or a portion of LWDD's right-of-way ownership interest to an adjacent property owner for fair-market value, and the subject area is within a platted subdivision meeting the 30-year requirements shown in the previous paragraph, LWDD staff will send written notifications to all other adjacent property owners within the same subdivision offering each adjacent property owner the same opportunity to acquire the equivalent width of right-of-way from LWDD as was acquired by the adjacent property owner with the recent Board action. These written notifications are to stipulate that this offer will become null and void six (6) months after the date of the recent Board action.

**NOTE: For additional information regarding requirements prior and subsequent to appearing before the Board, refer to Section 5.5 – Sale of LWDD's Interests in Real Estate.**

**SAMPLE CERTIFICATION OF TITLE**  
**THE CERTIFICATION OF TITLE MUST BE PROVIDED ON THE TITLE**  
**COMPANY'S LETTERHEAD OR THE ATTORNEY'S LETTERHEAD**

Lake Worth Drainage District (LWDD) requires a Certification of Title in conjunction with conveyances to and from LWDD, agreements, releases, and annexation within the boundaries of LWDD. A Certification of Title must be addressed to:

LAKE WORTH DRAINAGE DISTRICT  
Attn: Legal Department  
13081 Military Trail  
Delray Beach, FL 33484-1105

I hereby certify that I have examined the Public Records of Palm Beach County, Florida regarding the following described property:

**Provide Full Legal Description and  
Property Control Number**

and as of the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, find the last owner of record to be \_\_\_\_\_

\_\_\_\_\_ whose  
mailing

address is \_\_\_\_\_.

**Please identify any encumbrances, mortgages and any petroleum, phosphate, minerals and/or metals affecting the property.**

**(Name of Law Firm or Name of Title Company)**

By: \_\_\_\_\_

\_\_\_\_\_  
Attorney's Name if prepared by Law Firm

Name of President/Vice-President if prepared by Title Company



## SAMPLE CERTIFICATION OF TITLE

### Additional Requirements

If you are required to convey right-of-way to Lake Worth Drainage District, you must provide the following information:

**Existing Easements:** If there are existing easements or agreements that affect the parcel to be conveyed to LWDD, please identify them on the sketch of description required by LWDD for the proposed conveyance document. If there are no existing easements or agreements, please confirm that in the certification of title.

**Mortgage Holder:** If the parcel to be conveyed to LWDD is encumbered, it will be necessary to provide a Consent and Subordination of Mortgage. A sample form is provided herewith. Please provide the mortgage information in the certification.

If you are requesting a release of reservations from LWDD, you must provide the following information:

**Existing Easements:** If there are existing easements and or agreements that affect the parcel to be released by LWDD, please provide a boundary survey with all easements and/or agreements plotted thereon. In addition, please provide copies of the corresponding documents.

**SAMPLE FORM – THIS MUST BE PREPARED ON LENDER STATIONERY**

**CONSENT AND SUBORDINATION OF MORTGAGE**

\_\_\_\_\_, whose address is \_\_\_\_\_  
\_\_\_\_\_, pursuant to that Mortgage dated \_\_\_\_  
\_\_\_\_\_ and recorded in Official Record Book \_\_\_\_\_, Page \_\_\_\_\_, of the  
Public Records of Palm Beach County, Florida, (the "Mortgage"), which Mortgage  
encumbers the property described on Exhibit "A" attached hereto, consents to the Easement  
Deed dated \_\_\_\_\_ from \_\_\_\_\_  
\_\_\_\_\_, to LAKE WORTH DRAINAGE DISTRICT, to which this Consent and  
Subordination is attached (the "Easement), and subordinates the lien of the Mortgage to  
the Easement.

IN WITNESS WHEREOF, the Mortgagee has executed this Consent and Subordination as  
of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Mortgagee

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Address

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as President of \_\_\_\_\_  
\_\_\_\_\_. He/She (\_\_\_\_) is personally known  
to me or (\_\_\_\_) produced \_\_\_\_\_ as  
identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Stamp or Seal

# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## Chapter 5: Right-of-Way Ownership & Interests

### 5.2 Development Review Process

#### Introduction

Lake Worth Drainage District (LWDD) reviews and provides comments on all projects going through the development review process with Palm Beach County and municipalities located within the LWDD boundaries in order to protect LWDD's interests. LWDD works closely with these governmental agencies, reviews supporting documentation, and performs additional research based on the proximity of a LWDD canal to the project. Once a project comes into LWDD for review, part of staff's review is to make sure that there is adequate right-of-way for canal maintenance. The amount of right-of-way is determined by staff based on review of signed and sealed canal cross-sections of canals adjacent to the subject property. Staff also refers to the Required Right-of-Way Maps recorded in Official Record Book 1732, Page 612 (aka: Mock-Roos Study). These maps are a notice to the public and did not convey ownership or interest to LWDD. Once staff determines the amount of right-of-way needed based upon the above information, a letter is sent to the appropriate governmental agency. The property owner can then either convey this right-of-way in fee simple or as an exclusive easement to LWDD. LWDD will require a minimum of 35 feet of dry ground on the heavy maintenance side and 15 feet of dry ground on the light maintenance side for canals with existing top-of-bank to top-of-bank channel widths less than 50 feet. LWDD will require a minimum of 45 feet of dry ground on both sides for canals with existing top-of-bank to top-of-bank channel widths of 50 feet or more. dry ground is defined as the area between the canal top-of-bank and the right-of-way line, to be used for canal maintenance operations.

#### 5.2.1 Requirements for Projects Adjacent to LWDD Canals

**It is strongly recommended that prior to a map of survey, canal cross-sections and/or site plan being submitted to LWDD, the applicant or petitioner meet with the appropriate LWDD personnel to discuss and understand all requirements relative to LWDD canals and rights-of-way regarding the proposed project or subject property.**

##### 5.2.1.1 Map of Survey

The map of survey shall be performed by a professional surveyor and mapper licensed in the State of Florida, in compliance with Chapter 5J-17.05, Minimum Technical Standards, pursuant to Florida Statutes Chapter 472 F.A.C. The map of survey must also meet the following LWDD requirements:

- (a) All horizontal data shall be based on the North American Datum of 1983, 1990 adjustment (NAD 83/90) East Zone.
- (b) The survey must delineate and label all easements evidenced by documents recorded in the Public Records, which have been provided to the surveyor.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 5: Right-of-Way Ownership & Interests**

- (c) The surveyor is also responsible to show unrecorded evidence of occupation, such as fences and roads being used both publicly and privately within LWDD right-of-way.
- (d) The survey must show existing features, encroachments, or encumbrances located adjacent to, or within LWDD right-of-way.
- (e) The canal right-of-way must be labeled, tied and dimensioned to horizontal control line(s) either sectional or plat.
- (f) Provide two (2) original signed and sealed prints of the map of survey. The survey must be finalized or updated no earlier than six (6) months prior to being received by LWDD.

**5.2.1.2 Canal Cross-Sections**

For each applicable existing LWDD canal, the applicant or petitioner must provide two sets of current canal cross-sections signed and sealed by a professional surveyor and mapper licensed in the State of Florida. The canal cross-sections will be used to determine if LWDD will require the applicant or petitioner to convey any right-of-way to LWDD. Canal cross-sections at 300 foot intervals are to be provided for each canal, including at each end of the portion of the project that fronts the canal. A minimum of three canal cross-sections for each canal are to be provided. The canal cross-sections are to show, label and dimension at least the following:

- (a) channel bottom elevation and width;
- (b) location and elevation of each toe-of-slope and each top-of-bank;
- (c) existing canal right-of-way lines;
- (d) existing land lines (such as section lines, quarter-section lines, or platted block lines and tract lines within platted subdivisions, e.g., THE PALM BEACH FARMS CO. PLAT NO. 3);
- (e) property lines of subject parcel;
- (f) all easements within the limits of the canal cross-section;
- (g) existing ground elevations to a point 50 feet beyond the existing top-of-banks on each side of the channel or to a point 25 feet outside of the existing canal right-of-way lines on each side of the channel, whichever is greater, including all features that may be relevant (e.g. buildings, edges of pavement, curbs, sidewalks, guardrails and ground grade breaks).

**Note: Each cross-section is to include a sufficient number of surveyed points such that the existing canal is accurately depicted.**

# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## Chapter 5: Right-of-Way Ownership & Interests

Canal cross-sections are also to be provided at each end of every culvert that exists within the limits of the project for each applicable LWDD canal, with the existing culvert shown in cross-sectional view depicted on the appropriate canal cross-section.

The cross-sections are to be shown at a scale of 1 inch equals 10 feet, both horizontal and vertical, for canals with a total of 80 feet (or less) of required right-of-way width (including both heavy and light canal maintenance berms), or 1 inch equals 20 feet, both horizontal and vertical, for canals with a total of more than 80 feet of required right-of-way width (including both heavy and light canal maintenance berms). A statement must be included on the cross-sections that the vertical datum used for the cross-sections is either the National Geodetic Vertical Datum of 1929 (NGVD 29) or the North American Vertical Datum of 1988 (NAVD 88), and if the NAVD 88 has been used, a conversion factor between the NGVD 29 and the NAVD 88 for the locations where the cross-sections were taken, must be provided. A plan view must be provided that shows how the cross-sections are oriented. The cross-sections must be shown, in cross-sectional view, looking from west to east or from south to north, with the north or west right-of-way respectively being on the left side of each cross-section shown.

The requested canal cross-section information must be submitted to LWDD in both hardcopy format and CAD drawing files. The CAD drawing files must be in the form of AutoDesk DWG format (current and all prior versions accepted) or alternatively, in DXF format. The CAD drawing files can be submitted on either CD or DVD optical media.

**NOTE: Canal cross-sections are valid for a two year period. After that time, current canal cross-sections will be required for review by LWDD. Based upon review of current canal cross-sections, the applicant or petitioner may be required to reconstruct or reshape the existing canal, in addition to conveying right-of-way to LWDD.**

### 5.2.1.3 Conveyance

Based on existing canal cross-sections the adjacent property owner may be required to convey right-of-way to LWDD. The property owner can convey the right-of-way to LWDD either in fee simple or as an exclusive easement. Alternatively, upon LWDD approval, the property owner has the option of filling the canal to the ultimate design section identified for a specific area of a LWDD canal, and stabilizing the canal bank. The construction method for stabilization of the canal bank will need prior approval from LWDD's engineering department. The property owner must notify LWDD, in writing, which option they choose, either conveyance of the necessary right-of-way to LWDD or filling the canal channel to the ultimate design section and stabilizing the canal banks, as approved by LWDD. Note: in some situations a combination of filling (and stabilizing) the existing canal channel and conveying additional right-of-way may be required.

# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## Chapter 5: Right-of-Way Ownership & Interests

When an adjacent property owner is required to convey right-of-way to LWDD by either a warranty deed or an exclusive easement and there are existing easements on, over, and/or across (overlapping) the proposed right-of-way, the existing easements might be required to be extinguished prior to conveyance.

If at any time during review LWDD staff determines an easement(s) overlaps existing LWDD right-of-way, whether fee or easement, the overlapping easement may be required to be extinguished.

### 5.2.1.4 Site Plan

LWDD will require one (1) original site plan. The site plan must indicate all existing features, easements, or other encumbrances located adjacent to, or within LWDD right-of-way. Site plans for projects that are either adjacent to and/or crossing LWDD right-of-way must show the complete LWDD right-of-way within the limits of the project. All plan-view sheets that depict LWDD right-of-way will label all LWDD right-of-way including, but not necessarily limited to, LWDD right-of-way ownership and easement rights, as well as all recording information. Also, each plan-view sheet must tie and dimension all LWDD right-of-way information to the Public Land Survey System (PLSS) retraceable land line, such as section line, quarter-section line, or platted block lines and tract lines within platted subdivisions, i.e., THE PALM BEACH FARMS CO. PLAT NO. 3.

### 5.2.2 Plat Review Process

LWDD also reviews and provides comments on all new plats (and replats) for Palm Beach County and municipalities located within LWDD boundaries. All LWDD rights-of-way must be clearly delineated and properly annotated with all recording information shown. All LWDD easements within a plat must be added to the dedication portion of the plat with the following language added: Tract \_\_\_ is subject to the restrictions set forth in Official Record Book \_\_\_, Page \_\_\_ in favor of the Lake Worth Drainage District.

### 5.2.3 Conditions upon which Work within LWDD Right(s)-of-Way May be Required of a Petitioner or an Applicant

Proposed improvements to property that is adjacent to a LWDD canal, or part of a parent tract (same property owner or contiguous master plat) that is adjacent to a LWDD canal, or proposed improvements within LWDD canal right(s)-of-way, may be conditioned, when and if permitted by LWDD, to do canal work. This canal work may include, but may not necessarily be limited to, canal channel and maintenance berm relocation, canal channel and maintenance berm reshaping, dredging and/or filling, sloping, channel side slope stabilization, sodding, and seeding and mulching.

Projects that may be conditioned to do canal work are projects that propose to make improvements to the adjacent property and which improvements may directly affect the facilities of LWDD.

# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## Chapter 5: Right-of-Way Ownership & Interests

Also, projects within adjacent property that have existing conditions that have, in the past, adversely affected the facilities of LWDD, even if the proposed improvements will not directly affect the facilities of LWDD, may be required to do canal work.

Any requirements or conditions for canal work may be independent of any LWDD right-of-way ownership and interest requirements. These LWDD right-of-way ownership and interest requirements can be found in Chapter 5: Right-of-Way Ownership & Interests of the LWDD Operating Policies Manual.

Engineering and permitting requirements can be found in Chapter 3: Engineering & Permitting Requirements of the LWDD Operating Policies Manual.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 5: Right-of-Way Ownership & Interests**

**5.3 Temporary Easement for Ingress/Egress**

Temporary Easement for Ingress/Egress grants access on, over, and/or across Lake Worth Drainage District (LWDD) rights-of-way.

**5.3.1 Requirements**

**5.3.1.1**

A bridge or culvert crossing permit from LWDD must be issued prior to any temporary easement being granted. In the event conditions of the crossing permit cause the permit to be voided, the holder of the temporary easement (Grantee) must extinguish the temporary easement by a recorded document.

**5.3.1.2**

The width of the temporary easement crossing LWDD right-of-way shall not exceed one hundred twenty feet (120').

**5.3.1.3**

The granting of a Temporary Easement for Ingress/Egress will require approval by LWDD Board. The Temporary Easement for Ingress/Egress may be extinguished at any time by the Board.

**5.3.1.4**

The sketch of description shall be prepared by a professional surveyor and mapper, licensed in the State of Florida, in compliance with Chapter 5J-17.05, Minimum Technical Standards, pursuant to Florida Statutes Chapter 472 F.A.C. The sketch of description must also meet the following LWDD requirements:

- (a) Provide the definitive identification of boundary lines by a metes and bounds description of the perimeter of the subject parcel to be conveyed on the first sheet with a location sketch (vicinity map), with the section, township and range shown.
- (b) Show the square footage and/or acreage at the end of the description.
- (c) Cite the basis of bearings.
- (d) Include a note stating this is not a boundary survey.
- (e) The sketch shall be scaled no smaller than 1"= 60'.
- (f) Must delineate and label all LWDD right-of-way interest(s).
- (g) Show existing easements and encroachments, which may encumber the parcel to be conveyed.
- (h) Provide bold outline of the area, and the area's acreage to be conveyed.



**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 5: Right-of-Way Ownership & Interests**

- (i) Do not label the easements as proposed but call for its size (i.e. 15' Easement).
- (j) Provide the property control number (PCN) of the parcel.
- (k) All text shall be at least 0.10" in height.
- (l) The sketch of description must be submitted on 8 ½" X 11" media.
- (m) Provide two signed and sealed prints of the sketch of description.
- (n) Provide point of commencement (POC).

**5.3.1.5 Certification of Title**

A certification of title signed by a Florida licensed attorney or the President or Vice President of a title company authorized to do business in the State of Florida must be provided, and this certification of title must be provided on the letterhead of the applicable attorney firm or title company. The certification of title shall include a legal description of the subject property and the owner's name(s) of the subject property, as it appears in the public records. The certification of title must be dated within six (6) months of the date of receipt by LWDD. See the sample certification of title at the end of this section.

**5.3.1.6**

The Temporary Easement for Ingress/Egress document will be prepared by LWDD's attorney.

**5.3.1.7**

Refer to Chapter 2 for applicable fees.

**SAMPLE CERTIFICATION OF TITLE**  
**THE CERTIFICATION OF TITLE MUST BE PROVIDED ON THE TITLE**  
**COMPANY'S LETTERHEAD OR THE ATTORNEY'S LETTERHEAD**

Lake Worth Drainage District (LWDD) requires a Certification of Title in conjunction with conveyances to and from LWDD, agreements, releases, and annexation within the boundaries of LWDD. A Certification of Title must be addressed to:

LAKE WORTH DRAINAGE DISTRICT  
Attn: Legal Department  
13081 Military Trail  
Delray Beach, FL 33484-1105

I hereby certify that I have examined the Public Records of Palm Beach County, Florida regarding the following described property:

**Provide Full Legal Description and  
Property Control Number**

and as of the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, find the last owner of record to be \_\_\_\_\_

\_\_\_\_\_ whose  
mailing

address is \_\_\_\_\_.

**Please identify any encumbrances, mortgages and any petroleum, phosphate, minerals and/or metals affecting the property.**

**(Name of Law Firm or Name of Title Company)**

By: \_\_\_\_\_

\_\_\_\_\_  
Attorney's Name if prepared by Law Firm

Name of President/Vice-President if prepared by Title Company

## SAMPLE CERTIFICATION OF TITLE

### Additional Requirements

If you are required to **convey right-of-way** to Lake Worth Drainage District, you must provide the following information:

**Existing Easements:** If there are existing easements or agreements that affect the parcel to be conveyed to LWDD, please identify them on the sketch of description required by LWDD for the proposed conveyance document. **If there are no existing easements or agreements, please confirm that in the certification of title.**

**Mortgage Holder:** If the parcel to be conveyed to LWDD is encumbered, it will be necessary to provide a Consent and Subordination of Mortgage. A sample form is provided herewith. Please provide the mortgage information in the certification.

If you are requesting a **release of reservations** from LWDD, you must provide the following information:

**Existing Easements:** If there are existing easements and or agreements that affect the parcel to be released by LWDD, **please provide a boundary survey with all easements and/or agreements plotted thereon. In addition, please provide copies of the corresponding documents.**

**SAMPLE FORM – THIS MUST BE PREPARED ON LENDER STATIONERY**

**CONSENT AND SUBORDINATION OF MORTGAGE**

\_\_\_\_\_, whose address is \_\_\_\_\_  
\_\_\_\_\_, pursuant to that Mortgage dated \_\_\_\_  
\_\_\_\_\_ and recorded in Official Record Book \_\_\_\_\_, Page \_\_\_\_\_, of the  
Public Records of Palm Beach County, Florida, (the "Mortgage"), which Mortgage  
encumbers the property described on Exhibit "A" attached hereto, consents to the Easement  
Deed dated \_\_\_\_\_ from \_\_\_\_\_  
\_\_\_\_\_, to LAKE WORTH DRAINAGE DISTRICT, to which this Consent and  
Subordination is attached (the "Easement), and subordinates the lien of the Mortgage to  
the Easement.

IN WITNESS WHEREOF, the Mortgagee has executed this Consent and Subordination as  
of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Mortgagee

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Address

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as President of \_\_\_\_\_  
\_\_\_\_\_. He/She (\_\_\_\_) is personally known  
to me or (\_\_\_\_) produced \_\_\_\_\_ as  
identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Stamp or Seal

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 5: Right-of-Way Ownership & Interests**

**5.4 Release of Rights & Reservations**

**5.4.1 Release of Canal Reservations**

**5.4.1.1**

**Reservations adjacent to Lake Worth Drainage District (LWDD)** canal rights-of-way, as well as reservations held by others (such as the South Florida Water Management District), cannot be released until LWDD determines if additional right-of-way will be needed. If additional right-of-way is needed, the conveyance of the right-of-way will be finalized prior to any releases. **(See Section 5.7 - Conveyance of Right-of-Way to LWDD).**

Prior to LWDD releasing canal reservations adjacent to LWDD canal rights-of-way, the following items are required:

**5.4.1.1.1 Certification of Title**

A certification of title signed by a Florida licensed attorney or the President or Vice-President of a title company authorized to do business in the State of Florida must be provided, and this certification of title must be provided on the letterhead of the applicable attorney firm or title company. The certification of title shall include a legal description of the subject property and the owner's name(s) of the subject property, as it appears in the public records, along with a list of any encumbrances, mortgages and any petroleum, phosphate, minerals and/or metals. The certification of title must be dated within six (6) months of the date of receipt by LWDD. See the sample certification of title at the end of this section.

**5.4.1.1.2**

The request for a release shall be accompanied by the appropriate fee. **(See Chapter 2 - Fees).**

**5.4.1.1.3 Boundary Survey**

A boundary survey performed by a professional surveyor and mapper licensed in the State of Florida, in compliance with Chapter 5J-17.05, Minimum Technical Standards, pursuant to Florida Statutes Chapter 472 F.A.C. must be provided. The boundary survey must also meet the following LWDD requirements:

**(a)** All horizontal data shall be based on the North American Datum of 1983, 1990 adjustment (NAD 83/90) East Zone.

**(b)** The survey must delineate and label all easements evidenced by documents recorded in the Public Records which have been provided to the surveyor.

**(c)** The surveyor is also responsible to show unrecorded evidence of occupation, such as fences and roads being used both publicly and privately within LWDD right-of-way.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 5: Right-of-Way Ownership & Interests**

(d) The survey must show existing features, encroachments, or encumbrances located adjacent to, or within LWDD right-of-way.

(e) The canal right-of-way must be labeled, tied and dimensioned to horizontal control line(s) either sectional or plat.

(f) Provide two (2) original signed and sealed prints of the boundary survey. The survey must be finalized or updated no earlier than six (6) months prior to being received by LWDD.

**5.4.1.1.4**

Approval by the LWDD Board of Supervisors (Board).

**5.4.1.1.5**

The Release of Canal Reservations document will be prepared by LWDD's attorney.

**5.4.1.2**

**Reservations not adjacent to LWDD** canal rights-of-way, as well as reservations held by others (such as South Florida Water Management District), can be released.

Prior to LWDD releasing canal reservations not adjacent to LWDD canal rights-of-way, the following items are required:

**5.4.1.2.1 Certification of Title**

A certification of title signed by a Florida licensed attorney or the President or Vice-President of a title company authorized to do business in the State of Florida must be provided, and this certification of title must be provided on the letterhead of the applicable attorney firm or title company. The certification of title shall include a legal description of the subject property and the owner's name(s) of the subject property, as it appears in the public records, along with a list of any encumbrances, mortgages and any petroleum, phosphate, minerals and/or metals. The certification of title must be dated within six (6) months of the date of receipt by LWDD. See the sample certification of title at the end of this section.

**5.4.1.2.2**

The request for a release shall be accompanied by the appropriate fee (see Chapter 2 - Fees).

**5.4.1.2.3**

Approval by the LWDD Board of Supervisors (Board).

**5.4.1.2.4**

The Release of Canal Reservations document will be prepared by LWDD's attorney.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 5: Right-of-Way Ownership & Interests**

**5.4.2 Release of Exploration Rights**

The Lake Worth Drainage District (LWDD) can release exploration rights on property that has petroleum, phosphate, mineral and metal reservations contained in LWDD deeds. Prior to LWDD releasing exploration rights, the following items are required:

**5.4.2.1 Certification of Title**

A certification of title signed by a Florida licensed attorney or the President or Vice-President of a title company authorized to do business in the State of Florida must be provided, and this certification of title must be provided on the letterhead of the applicable attorney firm or title company. The certification of title shall include a legal description of the subject property and the owner's name(s) of the subject property, as it appears in the public record, along with a list of any encumbrances, mortgages and any petroleum, phosphate, minerals and/or metals. The certification of title must be dated within six (6) months of the date of receipt by LWDD. See the sample certification of title at the end of this section.

**5.4.2.2**

The request for a release shall be accompanied by the appropriate fee (**See Chapter 2 - Fees**).

**5.4.2.3 Boundary Survey**

A boundary survey of the subject parcel shall be submitted to LWDD staff. The boundary survey shall be performed by a professional surveyor and mapper licensed in the State of Florida, in compliance with Chapter 61G17-6, Minimum Technical Standards, pursuant to Florida Statutes Chapter 472 F.A.C. The boundary survey must also meet the following LWDD requirements:

- (a) All horizontal data shall be based on the North American Datum of 1983, 1990 adjustment (NAD 83/90) East Zone.
- (b) The survey must delineate and label all easements evidenced by documents recorded in the Public Records which have been provided to the surveyor.
- (c) The surveyor is also responsible to show unrecorded evidence of occupation, such as fences and roads being used both publicly and privately within LWDD right-of-way.
- (d) The survey must show existing features, encroachments, or encumbrances located adjacent to, or within LWDD right-of-way.
- (e) The canal right-of-way must be labeled, tied and dimensioned to horizontal control line(s) either sectional or plat.
- (f) Provide two (2) original signed and sealed prints of boundary survey. The survey must be finalized or updated no earlier than six (6) months prior to being received by LWDD.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 5: Right-of-Way Ownership & Interests**

**5.4.2.4**

Approval by the LWDD Board of Supervisors (Board).

**5.4.2.5**

The Release of Exploration Rights document will be prepared by LWDD's attorney.

**5.4.2.6**

A release of exploration rights will not reflect a release of mineral royalties pertinent to the existence of petroleum, phosphate, minerals and/or metals.

**5.4.3 Release of Rights of Petroleum, Phosphate, Minerals and/or Metals**

The Lake Worth Drainage District (LWDD) can release rights of petroleum, phosphate, minerals and/or and metals contained in LWDD deeds. Prior to LWDD releasing rights of petroleum, phosphate, minerals and/or metals, the following items are required:

**5.4.3.1 Certification of Title**

A certification of title signed by a Florida licensed attorney or the President or Vice-President of a title company authorized to do business in the State of Florida must be provided, and this certification of title must be provided on the letterhead of the applicable attorney firm or title company. The certification of title shall include a legal description of the subject property and the owner's name(s) of the subject property, as it appears in the public record, along with a list of any encumbrances, mortgages and any petroleum, phosphate, minerals and/or metals. The certification of title must be dated within six (6) months of the date of receipt by LWDD. See the sample certification of title at the end of this section.

**5.4.3.2**

The request for a release shall be accompanied by the appropriate fee (**See Chapter 2 - Fees**).

**5.4.3.3 Boundary Survey**

A boundary survey of the subject parcel shall be submitted to LWDD staff. The boundary survey shall be performed by a professional surveyor and mapper licensed in the State of Florida, in compliance with Chapter 61G17-6, Minimum Technical Standards, pursuant to Florida Statutes Chapter 472 F.A.C. The boundary survey must also meet the following LWDD requirements:

**(a)** All horizontal data shall be based on the North American Datum of 1983, 1990 adjustment (NAD 83/90) East Zone.

**(b)** The survey must delineate and label all easements evidenced by documents recorded in the Public Records which have been provided to the surveyor.



**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 5: Right-of-Way Ownership & Interests**

(c) The surveyor is also responsible to show unrecorded evidence of occupation, such as fences and roads being used both publicly and privately within LWDD right-of-way.

(d) The survey must show existing features, encroachments, or encumbrances located adjacent to, or within LWDD right-of-way.

(e) The canal right-of-way must be labeled, tied and dimensioned to horizontal control line(s) either sectional or plat.

(f) Provide two (2) original signed and sealed prints of boundary survey. The survey must be finalized or updated no earlier than six (6) months prior to being received by LWDD.

**5.4.3.4**

Rights of petroleum, phosphate, minerals and/or metals require a geological survey in order to be released. The geological survey shall reflect the existence (or lack thereof) of petroleum, phosphate, minerals and/or metals.

**5.4.3.5**

Approval by the LWDD Board of Supervisors (Board).

**5.4.3.6**

The Release of Rights of Petroleum, Phosphate, Minerals and/or Metals document will be prepared by LWDD's attorney.

**5.4.3.7**

A release of rights of petroleum, phosphate, minerals and/or metals will not reflect a release of mineral royalties pertinent to the existence of petroleum, phosphate, minerals and/or metals.

**SAMPLE CERTIFICATION OF TITLE**  
**THE CERTIFICATION OF TITLE MUST BE PROVIDED ON THE TITLE**  
**COMPANY'S LETTERHEAD OR THE ATTORNEY'S LETTERHEAD**

Lake Worth Drainage District (LWDD) requires a Certification of Title in conjunction with conveyances to and from LWDD, agreements, releases, and annexation within the boundaries of LWDD. A Certification of Title must be addressed to:

LAKE WORTH DRAINAGE DISTRICT  
Attn: Legal Department  
13081 Military Trail  
Delray Beach, FL 33484-1105

I hereby certify that I have examined the Public Records of Palm Beach County, Florida regarding the following described property:

**Provide Full Legal Description and  
Property Control Number**

and as of the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, find the last owner of record to be \_\_\_\_\_

\_\_\_\_\_ whose  
mailing

address is \_\_\_\_\_.

**Please identify any encumbrances, mortgages and any petroleum, phosphate, minerals and/or metals affecting the property.**

**(Name of Law Firm or Name of Title Company)**

By: \_\_\_\_\_

\_\_\_\_\_  
Attorney's Name if prepared by Law Firm

Name of President/Vice-President if prepared by Title Company

## SAMPLE CERTIFICATION OF TITLE

### Additional Requirements

If you are required to convey right-of-way to Lake Worth Drainage District, you must provide the following information:

**Existing Easements:** If there are existing easements or agreements that affect the parcel to be conveyed to LWDD, please identify them on the sketch of description required by LWDD for the proposed conveyance document. If there are no existing easements or agreements, please confirm that in the certification of title.

**Mortgage Holder:** If the parcel to be conveyed to LWDD is encumbered, it will be necessary to provide a Consent and Subordination of Mortgage. A sample form is provided herewith. Please provide the mortgage information in the certification.

If you are requesting a release of reservations from LWDD, you must provide the following information:

**Existing Easements:** If there are existing easements and or agreements that affect the parcel to be released by LWDD, please provide a boundary survey with all easements and/or agreements plotted thereon. In addition, please provide copies of the corresponding documents.

**SAMPLE FORM – THIS MUST BE PREPARED ON LENDER STATIONERY**

**CONSENT AND SUBORDINATION OF MORTGAGE**

\_\_\_\_\_, whose address is \_\_\_\_\_  
\_\_\_\_\_, pursuant to that Mortgage dated \_\_\_\_  
\_\_\_\_\_ and recorded in Official Record Book \_\_\_\_\_, Page \_\_\_\_\_, of the  
Public Records of Palm Beach County, Florida, (the "Mortgage"), which Mortgage  
encumbers the property described on Exhibit "A" attached hereto, consents to the Easement  
Deed dated \_\_\_\_\_ from \_\_\_\_\_  
\_\_\_\_\_, to LAKE WORTH DRAINAGE DISTRICT, to which this Consent and  
Subordination is attached (the "Easement), and subordinates the lien of the Mortgage to  
the Easement.

IN WITNESS WHEREOF, the Mortgagee has executed this Consent and Subordination as  
of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Mortgagee

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Address

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as President of \_\_\_\_\_  
\_\_\_\_\_. He/She (\_\_\_\_) is personally known  
to me or (\_\_\_\_) produced \_\_\_\_\_ as  
identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Stamp or Seal

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 5: Right-of-Way Ownership & Interests**

**5.5 Sale of LWDD's Interests in Real Estate**

**5.5.1 Eligible Right-of-Way**

Eligible right-of-way is defined as existing Lake Worth Drainage District (LWDD) right-of-way interest(s), either fee simple ownership or easement, that has been requested to be purchased by an applicant or petitioner and determined by LWDD to exceed LWDD's minimum requirements for canal maintenance and operations, as described/defined below. All sales of LWDD's interests in real estate must be approved by the LWDD Board. On a case by case basis, LWDD Board will consider selling LWDD right-of-way determined to be in excess of LWDD right-of-way requirements for the specific canal.

**5.5.1.1**

LWDD's desire is to retain its current ownership, or other right-of-way interest(s), unless releasing this interest(s) would benefit LWDD in terms of liability, ease of maintenance, or other such benefit.

**5.5.1.2**

Relative to LWDD's minimum requirements for canal maintenance and operations, the following information is provided as a guideline for LWDD staff. As stated previously, each request will be reviewed on a case by case basis and more right-of-way may be required than the minimums shown below. LWDD's minimum requirements for canal maintenance and operations are as follows: (1) for major canals – LWDD requires a minimum of 45 feet of dry ground from the top-of-bank of the channel of the canal to the canal right-of-way line on the same side of the channel as the top-of-bank, this 45 feet of dry ground is required on both sides of the channel; and (2) for minor canals – LWDD requires a minimum of 35 feet of dry ground from the top-of-bank of the channel to the canal right-of-way line on the heavy maintenance side of the channel and a minimum of 15 feet of dry ground from the top-of-bank of the channel to the canal right-of-way line on the light maintenance side of the channel.

**5.5.1.3**

Eligible right-of-way can only be purchased by the owner of property that is adjacent to the canal and that is within the same parent tract as the eligible right-of-way, and all sales of eligible right-of-way must be approved by the LWDD Board of Supervisors. If a sale is approved by the LWDD Board, the existing right-of-way interest(s), or portions thereof, will be declared surplus by the Board, as exceeding LWDD's minimum right-of-way requirements, and sold at fair-market value. At the time the subject right-of-way interest(s) is sold to the adjacent property owner, an easement may be required to be conveyed to LWDD, using the standard LWDD easement form, from the adjacent property owner that is purchasing the eligible right-of-way. Eligible right-of-way will be one of the following two types: (1) right-of-way that is owned in fee simple by LWDD and all or a portion of LWDD's underlying fee ownership is declared by the Board to be surplus, or (2) right-of-way of which

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 5: Right-of-Way Ownership & Interests**

LWDD has easement interests that all or a portion of is declared by the Board to be surplus.

**5.5.1.4**

Prior to appearing before the Board, the following will be required to determine if LWDD will need to have the adjacent landowner convey an easement back to LWDD:

**5.5.1.4.1 Map of Survey**

The map of survey shall be performed by a professional surveyor and mapper licensed in the State of Florida, in compliance with Chapter 5J-17.05, Minimum Technical Standards, pursuant to Florida Statutes Chapter 472 F.A.C. The map of survey must also meet the following LWDD requirements:

(a) All horizontal data shall be based on the North American Datum of 1983, 1990 adjustment (NAD 83/90) East Zone.

(b) The survey must delineate and label all easements evidenced by documents recorded in the Public Records, which have been provided to the surveyor.

(c) The surveyor is also responsible to show unrecorded evidence of occupation, such as fences and roads being used both publicly and privately within LWDD right-of-way.

(d) The survey must show existing features, encroachments, or encumbrances located adjacent to, or within LWDD right-of-way.

(e) The canal right-of-way must be labeled, tied and dimensioned to horizontal control line(s) either sectional or plat.

(f) Provide two (2) original signed and sealed prints of the map of survey. The survey must be finalized or updated no earlier than six (6) months prior to being received by LWDD.

**5.5.1.4.2. Canal Cross-Sections**

For each applicable existing LWDD canal, the applicant or petitioner must provide two sets of current canal cross-sections signed and sealed by a professional surveyor and mapper licensed in the State of Florida. The canal cross-sections will be used to determine if there is eligible LWDD right-of-way for sale and to determine if LWDD will require the applicant or petitioner to convey any right-of-way to LWDD. Canal cross-sections at 300 foot intervals are to be provided for each canal, including at each end of the portion of the project that fronts the canal. A minimum of three canal cross-sections for each canal are to be provided. The canal cross-sections are to show, label and dimension at least the following:

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 5: Right-of-Way Ownership & Interests**

- (a) channel bottom elevation and width;
- (b) location and elevation of each toe-of-slope and each top-of-bank;
- (c) existing canal right-of-way lines;
- (d) existing land lines (such as section lines, quarter-section lines, or platted block lines and tract lines within platted subdivisions, e.g., THE PALM BEACH FARMS CO. PLAT NO. 3);
- (e) property lines of subject parcel;
- (f) all easements within the limits of the canal cross-section;
- (g) existing ground elevations to a point 50 feet beyond the existing top-of-banks on each side of the channel or to a point 25 feet outside of the existing canal right-of-way lines on each side of the channel, whichever is greater, including all features that may be relevant (e.g. buildings, edges of pavement, curbs, sidewalks, guardrails and ground grade breaks).

**Note: Each cross-section is to include a sufficient number of surveyed points such that the existing canal is accurately depicted.**

Canal cross-sections are also to be provided at each end of every culvert that exists within the limits of the project for each applicable LWDD canal, with the existing culvert shown in cross-sectional view depicted on the appropriate canal cross-section.

The canal cross-sections are to be shown at a scale of 1 inch equals 10 feet, both horizontal and vertical, for canals with a total of 80 feet (or less) of required right-of-way width (including both heavy and light canal maintenance berms), or 1 inch equals 20 feet, both horizontal and vertical, for canals with a total of more than 80 feet of required right-of-way width (including both heavy and light canal maintenance berms). A statement must be included on the canal cross-sections that the vertical datum used for the canal cross-sections is either the National Geodetic Vertical Datum of 1929 (NGVD 29) or the North American Vertical Datum of 1988 (NAVD 88), and if the NAVD 88 has been used, a conversion factor between the NGVD 29 and the NAVD 88 for the locations where the canal cross-sections were taken, must be provided. A plan view must be provided that shows how the canal cross-sections are oriented. The canal cross-sections must be shown, in cross-sectional view, looking from west to east or from south to

# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## Chapter 5: Right-of-Way Ownership & Interests

north, with the north or west right-of-way respectively being on the left side of each canal cross-section shown.

The requested canal cross-section information must be submitted to LWDD in both hardcopy format and CAD drawing files. The CAD drawing files must be in the form of AutoDesk DWG format (current

and all prior versions accepted) or alternatively, in DXF format. The CAD drawing files can be submitted on either CD or DVD optical media.

**NOTE: Canal cross-sections are valid for a two year period. After that time, current canal cross-sections will be required for review by LWDD. Based upon review of current canal cross-sections, the applicant or petitioner may be required to reconstruct or reshape the existing canal, in addition to conveying right-of-way to LWDD.**

### 5.5.1.4.3 Proof of Notification to Other Adjacent Property Owners

Before the Board will approve the sale of property to an adjacent property owner, the property owner (petitioner) will be required to provide copies of letters to and from current owners of all property that is adjacent to and fronting the portions of the LWDD right(s)-of-way in question, that demonstrate that the petitioner has given each owner sufficient opportunity to participate in the proposed acquisition of the right(s)-of-way in question. Each letter must be signed by either the adjacent property owner, if privately owned, or an authorized representative from the governmental agency, if the adjacent property is publicly owned. All signatures must be notarized.

All letters sent to property owners as defined above, concerning whether they are interested in participating in the proposed acquisition of the adjacent canal right(s)-of-way in question, should be sent Certified Mail – Return Receipt Requested. If the property owner(s) fails to respond, a Return Receipt signed by the recipient or marked by the Post Office as Unaccepted will serve as proof to LWDD of the petitioner's required notification.

### 5.5.1.4.4 Appraisal of Eligible Right-of-Way

Any LWDD canal right-of-way, either fee simple or easement, may be determined by the LWDD Board to be eligible for sale. Eligible right-of-way, either fee simple, easement, or other interests, may be offered for sale at the fair-market value of the ownership as established by a current (within 6 months) appraisal acceptable to LWDD. Fair-market



# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## Chapter 5: Right-of-Way Ownership & Interests

value of ownership may also be established by a current sales contract, of real estate adjacent to the eligible right-of-way site and/or the eligible right-of-way site itself, which has not yet closed or which has closed within six (6) months from the Board action. Approved sales with LWDD must close within six (6) months of Board approval or a new appraisal must be approved by the Board.

**NOTE: It is strongly recommended that prior to a map of survey and/or canal cross-sections being submitted to LWDD, the applicant or petitioner meet with the appropriate LWDD personnel to discuss and understand all requirements relative to LWDD canals and rights-of-way regarding the proposed project or subject property.**

### 5.5.1.5

In those instances when the Board declares the fee simple, easement, or other interests as eligible right-of-way and sells it for fair-market value, an easement to LWDD may be required based on signed and sealed canal cross-sections and as determined by the Board. Further, the property owner will not receive any compensation from LWDD for the required easement or receive a reduction of fair-market value of the eligible right-of-way.

### 5.5.1.6

Based on existing canal cross-sections the adjacent property owner may be required to convey right-of-way to LWDD. The property owner shall convey the right-of-way to LWDD either in fee simple or as an exclusive easement. Alternatively, upon LWDD approval, the property owner has the option of filling the canal to the ultimate design section identified for a specific area of a LWDD canal, and stabilizing the canal bank. The construction method for stabilization of the canal bank will need prior approval from LWDD's Engineering Department. The property owner must notify LWDD, in writing, which option they choose, either conveyance of the necessary right-of-way to LWDD or filling the canal channel to the ultimate design section and stabilizing the canal banks, as approved by LWDD. Note: in some situations a combination of filling (and stabilizing) the existing canal channel and conveying additional right-of-way may be required.

When an adjacent property owner is required to convey right-of-way to LWDD by either a warranty deed or an exclusive easement and there are existing easements on, over, and/or across (overlapping) the proposed right-of-way, the existing easements may be required to be extinguished prior to conveyance.

If at any time during review LWDD staff determines an easement(s) overlaps existing LWDD right-of-way, whether fee or easement, the overlapping easement may be required to be extinguished.

### 5.5.1.7

Subsequent to Board approval, the following items will be required for review:

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 5: Right-of-Way Ownership & Interests**

**5.5.1.7.1 Sketch of Description**

The sketch of description shall be prepared by a professional surveyor and mapper, licensed in the State of Florida, in compliance with Chapter 5J-17.05, Minimum Technical Standards, pursuant to Florida Statutes Chapter 472 F.A.C. The sketch of description must also meet the following LWDD requirements:

- (a) Provide the definitive identification of boundary lines by a metes and bounds description of the perimeter of the subject parcel to be conveyed on the first sheet with a location sketch (vicinity map), with the section, township and range shown.
- (b) Show the square footage and/or acreage at the end of the description.
- (c) Cite the basis of bearings.
- (d) Include a note stating this is not a boundary survey.
- (e) The sketch shall be scaled no smaller than 1"= 60'.
- (f) Must delineate and label all LWDD right-of-way interest(s).
- (g) Show existing easements and encroachments, which may encumber the parcel to be conveyed.
- (h) Provide bold outline of the area, and the area's acreage to be conveyed.
- (i) Do not label the easements as proposed but call for its size (i.e. 15' Easement).
- (j) Provide the property control number (PCN) of the parcel.
- (k) All text shall be at least 0.10" in height.
- (l) The sketch of description must be submitted on 8 ½" X 11" media.
- (m) Provide two signed and sealed prints of the sketch of description.
- (n) Provide point of commencement (POC).

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 5: Right-of-Way Ownership & Interests**

**5.5.1.7.2 Certification of Title**

A certification of title signed by a Florida licensed attorney or the President or Vice-President of a title company authorized to do business in the State of Florida must be provided, and this certification of title must be provided on the letterhead of the applicable attorney firm or title company. The certification of title shall include a legal description of the subject property adjacent to the LWDD eligible right-of-way being purchased and the owner's name(s) of the subject property, as it appears in the public records. The certification of title must be dated within six (6) months of the date of receipt by LWDD. See the sample certification of title at the end of this section.

**NOTE: It is strongly recommended that prior to a sketch of description and/or certification of title being submitted to LWDD, the applicant or petitioner meet with the appropriate LWDD personnel to discuss and understand all requirements relative to LWDD canals and rights-of-way regarding the proposed project or subject property.**

**5.5.1.8**

All sales of interests in real estate shall be for cash or other good and valuable consideration, as determined by the Board.

**5.5.1.9**

Board approval to sell eligible right-of-way is valid for one (1) year.

**5.5.1.10**

LWDD shall transfer title of ownership by Quit-Claim Deed.

**5.5.2 Marketable Record Title Act (MRTA)**

**(Ref: F.S. Chapter 712)**

Any real estate that is encumbered by LWDD's ownership or interests without evidence of a physical use by LWDD may fall under MRTA guidelines. The decision to clear title under MRTA or to sell LWDD's interests for fair-market value to the adjacent property owner shall be determined by the Board.

The adjacent property owner will be required to provide the following:

**5.5.2.1 Proof of Chain of Title**

A chain of title for thirty years, or more, showing that the property owner individually, or the property owner together with property owner's predecessors in title, own the land(s) relative to the request. This chain of title must be certified by a Florida licensed attorney or the President or Vice President of a title company authorized to do business in the State of Florida. This certification must be on the letterhead of the applicable attorney firm or title company, and must be dated within six (6) months of the date of receipt by LWDD. This certification shall include a legal description of the land(s) relative to the request.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 5: Right-of-Way Ownership & Interests**

**5.5.2.2 Certification of Title**

A certification of title signed by a Florida licensed attorney or the President or Vice President of a title company authorized to do business in the State of Florida must be provided, and this certification of title must be provided on the letterhead of the applicable attorney firm or title company. The certification of title shall include a legal description of the subject property adjacent to the encumbered real estate and the owner's name(s) of the subject property, as it appears in the public records. The certification of title must be dated within six (6) months of the date of receipt by LWDD. See the sample certification of title at the end of this section.

**5.5.2.3 Proof of Notification to Other Adjacent Property Owners**

Before the Board will approve the sale of property to an adjacent property owner, the property owner (petitioner) will be required to provide copies of letters to and from current owners of all property that is adjacent to the section(s) of the LWDD right(s)-of-way in question, that demonstrate that the petitioner has given each owner sufficient opportunity to participate in the proposed acquisition of the right(s)-of-way in question. Each letter must be signed by either the adjacent property owner, if privately owned, or an authorized representative from the municipality or agency, if the adjacent property is publically owned. All signatures must be notarized.

LWDD suggests that all letters sent to adjacent property owners concerning whether they are interested in participating in the proposed acquisition of the adjacent canal right(s)-of-way in question, should be sent Certified Mail – Return Receipt Requested. If the property owner(s) fails to respond, a Return Receipt signed by the recipient or marked by the Post Office as Unaccepted will serve as proof to LWDD of the petitioner's required notification.

**5.5.2.4 Proof of Physical Use by LWDD**

The adjacent property owner will also need to prove to LWDD that there has not been any physical use by LWDD along that portion of the property for at least 30 years.

**5.5.2.5 Transfer of Title**

LWDD shall transfer title of ownership by Quit-Claim Deed.

**5.5.3 Properties or Interests Other than LWDD Canal Right-of-Way**

Before selling any real estate or interests, other than canal rights-of-way, it shall be the duty of LWDD to publish a notice of intention (notice) to sell said real estate or interests in a Palm Beach County newspaper once per week for 3 consecutive weeks (three insertions being sufficient). The first publication shall be not less than 30 days or more than 45 days prior to any sale. The notice shall set forth the time and place of the sale and a description of real estate or interests to be offered for sale.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 5: Right-of-Way Ownership & Interests**

All sales shall be conducted by sealed bid, to be received at the LWDD office in accordance with the time and items specified in the notice.

LWDD shall transfer title of ownership by Quit-Claim Deed.

**5.5.4 Fees**

For all applicable fees refer to Chapter 2.

**SAMPLE CERTIFICATION OF TITLE**  
**THE CERTIFICATION OF TITLE MUST BE PROVIDED ON THE TITLE**  
**COMPANY'S LETTERHEAD OR THE ATTORNEY'S LETTERHEAD**

Lake Worth Drainage District (LWDD) requires a Certification of Title in conjunction with conveyances to and from LWDD, agreements, releases, and annexation within the boundaries of LWDD. A Certification of Title must be addressed to:

LAKE WORTH DRAINAGE DISTRICT  
Attn: Legal Department  
13081 Military Trail  
Delray Beach, FL 33484-1105

I hereby certify that I have examined the Public Records of Palm Beach County, Florida regarding the following described property:

**Provide Full Legal Description and  
Property Control Number**

and as of the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, find the last owner of record to be \_\_\_\_\_

\_\_\_\_\_ whose  
mailing

address is \_\_\_\_\_.

**Please identify any encumbrances, mortgages and any petroleum, phosphate, minerals and/or metals affecting the property.**

**(Name of Law Firm or Name of Title Company)**

By: \_\_\_\_\_

\_\_\_\_\_  
Attorney's Name if prepared by Law Firm

Name of President/Vice-President if prepared by Title Company

## SAMPLE CERTIFICATION OF TITLE

### Additional Requirements

If you are required to convey right-of-way to Lake Worth Drainage District, you must provide the following information:

**Existing Easements:** If there are existing easements or agreements that affect the parcel to be conveyed to LWDD, please identify them on the sketch of description required by LWDD for the proposed conveyance document. If there are no existing easements or agreements, please confirm that in the certification of title.

**Mortgage Holder:** If the parcel to be conveyed to LWDD is encumbered, it will be necessary to provide a Consent and Subordination of Mortgage. A sample form is provided herewith. Please provide the mortgage information in the certification.

If you are requesting a release of reservations from LWDD, you must provide the following information:

**Existing Easements:** If there are existing easements and or agreements that affect the parcel to be released by LWDD, please provide a boundary survey with all easements and/or agreements plotted thereon. In addition, please provide copies of the corresponding documents.

**SAMPLE FORM – THIS MUST BE PREPARED ON LENDER STATIONERY**

**CONSENT AND SUBORDINATION OF MORTGAGE**

\_\_\_\_\_, whose address is \_\_\_\_\_  
\_\_\_\_\_, pursuant to that Mortgage dated \_\_\_\_  
\_\_\_\_\_ and recorded in Official Record Book \_\_\_\_\_, Page \_\_\_\_\_, of the  
Public Records of Palm Beach County, Florida, (the "Mortgage"), which Mortgage  
encumbers the property described on Exhibit "A" attached hereto, consents to the Easement  
Deed dated \_\_\_\_\_ from \_\_\_\_\_  
\_\_\_\_\_, to LAKE WORTH DRAINAGE DISTRICT, to which this Consent and  
Subordination is attached (the "Easement), and subordinates the lien of the Mortgage to  
the Easement.

IN WITNESS WHEREOF, the Mortgagee has executed this Consent and Subordination as  
of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Mortgagee

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Address

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as President of \_\_\_\_\_  
\_\_\_\_\_. He/She (\_\_\_\_) is personally known  
to me or (\_\_\_\_) produced \_\_\_\_\_ as  
identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Stamp or Seal



**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 5: Right-of-Way Ownership & Interests**

**5.6 Survey Requirements**

**It is strongly recommended that prior to a map of survey, sketch of description or canal cross-sections being submitted to LWDD, the applicant or petitioner meet with the appropriate LWDD personnel to discuss and understand all requirements relative to LWDD survey requirements regarding the proposed project or subject property.**

**5.6.1 Map of Survey**

The map of survey shall be performed by a professional surveyor and mapper licensed in the State of Florida, in compliance with Chapter 61G17-6, Minimum Technical Standards, pursuant to Florida Statutes Chapter 472 F.A.C. The map of survey must also meet the following LWDD requirements:

- (a) All horizontal data shall be based on the North American Datum of 1983, 1990 adjustment (NAD 83/90) East Zone.
- (b) The survey must delineate and label all easements evidenced by a record document which have been provided to the surveyor.
- (c) The surveyor is also responsible to show unrecorded evidence of occupation, such as fences and roads being used both publicly and privately within LWDD right-of-way.
- (d) The survey must show existing features, encroachments, or encumbrances located adjacent to, or within LWDD right-of-way.
- (e) The canal right-of-way must be labeled, tied and dimensioned to horizontal control line(s) either sectional or plat.
- (f) Provide two (2) original signed and sealed prints of the map of survey. The survey must be finalized or updated no earlier than six (6) months prior to being received by LWDD.

**5.6.2 Sketch of Description**

The sketch of description shall be prepared by a professional surveyor and mapper, licensed in the State of Florida, in compliance with Chapter 5J-17.05, Minimum Technical Standards, pursuant to Florida Statutes Chapter 472 F.A.C. The sketch of description must also meet the following LWDD requirements:

- (a) Provide definitive identification of boundary lines by a metes and bounds description of the perimeter of the subject parcel to be conveyed on the first sheet with a location sketch (vicinity map), with the section, township and range shown.
- (b) Show the square footage and/or acreage at the end of the description.
- (c) Cite the basis of bearings.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 5: Right-of-Way Ownership & Interests**

- (d) Include a note stating this is not a boundary survey.
- (e) The sketch shall be scaled no smaller than 1"=60'.
- (f) Must delineate and label all LWDD right-of-way interest(s).
- (g) Show existing easements and encroachments which may encumber the parcel to be conveyed.
- (h) Provide bold outline of the area, and the area's acreage to be conveyed.
- (i) Do not label the easements as proposed but call for its size (i.e.: 15' Easement).
- (j) Provide the property control number (PCN) of the parcel.
- (k) All text shall be at least 0.10" in height.
- (l) The sketch of description must be submitted on 8 ½" x 11" media.
- (m) Provide two signed and sealed prints of the sketch of description.
- (n) Provide point of commencement (POC).

**5.6.3 Canal Cross-Sections**

For each applicable existing LWDD canal, the applicant or petitioner must provide two sets of current canal cross-sections that have been signed and sealed by a professional surveyor and mapper licensed in the State of Florida. The canal cross-sections will be used to determine if LWDD will require the applicant or petitioner to convey an exclusive easement to LWDD. Canal cross-sections at 300 foot intervals are to be provided for each canal, including at each end of the portion of the project that fronts the canal. A minimum of three canal cross-sections for each canal are to be provided. The canal cross-sections are to show, label and dimension at least the following:

- (a) channel bottom elevation and width;
- (b) location and elevation of each toe-of-slope and each top-of-bank;
- (c) existing canal right-of-way lines;
- (d) existing land lines (such as section lines, quarter-section lines, or platted block lines and tract lines within platted subdivisions, e.g., THE PALM BEACH FARMS CO. PLAT NO. 3);
- (e) property lines of subject parcel;
- (f) all easements within the limits of the canal cross-section;
- (g) existing ground elevations to a point 50 feet beyond the existing top-of-banks on each side of the channel or to a point 25 feet outside of the existing

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 5: Right-of-Way Ownership & Interests**

canal right-of-way lines on each side of the channel, whichever is greater, including all features that may be relevant (e.g., buildings, edges of pavement, curbs, sidewalks, guardrails and ground grade breaks).

**Note: Each cross-section is to include a sufficient number of surveyed points such that the existing canal is accurately depicted.**

Canal cross-sections are also to be provided at each end of every culvert that exists within the limits of the project for each applicable LWDD canal, with the existing culvert shown in cross-sectional view depicted on the appropriate canal cross-section.

The canal cross-sections are to be shown at a scale of 1 inch equals 10 feet, both horizontal and vertical, for canals with a total of 80 feet (or less) of required right-of-way width (including both heavy and light canal maintenance berms), or 1 inch equals 20 feet, both horizontal and vertical, for canals with a total of more than 80 feet of required right-of-way width (including both heavy and light canal maintenance berms). A statement must be included on the canal cross-sections that the vertical datum used for the cross-sections is either the National Geodetic Vertical Datum of 1929 (NGVD 29) or the North American Vertical Datum of 1988 (NAVD 88), and if the NAVD 88 has been used, a conversion factor between the NGVD 29 and the NAVD 88 for the locations where the canal cross-sections were taken, must be provided. A plan view must be provided that shows how the canal cross-sections are oriented. The canal cross-sections must be shown, in cross-sectional view, looking from west to east or from south to north, with the north or west right-of-way respectively being on the left side of each canal cross-section shown.

The requested canal cross-section information must be submitted to LWDD in both hardcopy format and CAD drawing files. The CAD drawing files must be in the form of AutoDesk DWG format (current and all prior versions accepted) or alternatively, in DXF format. The CAD drawing files can be submitted on either CD or DVD optical media.

**NOTE: Canal cross-sections are valid for a two year period. After that time, current canal cross-sections will be required for review by LWDD. Based upon review of current canal cross-sections, the applicant or petitioner may be required to reconstruct or reshape the existing canal, in addition to conveying right-of-way to LWDD.**

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 5: Right-of-Way Ownership & Interests**

**5.7 Conveyance of Right-of-Way to LWDD**

**Introduction**

Once a project comes into LWDD for review, part of staff's review is to make sure that there is adequate right-of-way for canal maintenance. The amount of right-of-way is determined by staff based on review of signed and sealed canal cross-sections of canals adjacent to the subject property. Staff also refers to the Required Right-of-Way Maps recorded in Official Record Book 1732, Page 612 (aka: Mock-Roos Study). These maps are a Notice to the Public and did not convey ownership or interest to LWDD. Once staff determines the amount of right-of-way needed based upon the above information, a letter is sent to the appropriate governmental agency. The property owner can then either convey this right-of-way in fee simple or as an exclusive easement to LWDD. LWDD will require a minimum of 35 feet of dry ground on the heavy maintenance side and 15 feet of dry ground on the light maintenance side for canals with existing top-of-bank to top-of-bank channel widths less than 50 feet. LWDD will require a minimum of 45 feet of dry ground on both sides for canals with existing top-of-bank to top-of-bank channel widths of 50 feet or more. Dry ground is defined as the area between the canal top-of-bank and the right-of-way line, to be used for canal maintenance operations.

**5.7.1 Requirements**

**It is strongly recommended that prior to canal cross-sections, certification of title, and/or sketch of description being submitted to LWDD, the applicant or petitioner meet with the appropriate LWDD personnel to discuss and understand all requirements relative to LWDD canals and rights-of-way regarding the proposed project or subject property.**

**5.7.1.1 Canal Cross-Sections**

LWDD may require additional right-of-way adjacent to existing right-of-way, based on the actual location of the canals. LWDD can only determine the need for additional right-of-way by reviewing signed and sealed cross-sections of the canals. Conveyances to LWDD shall be by Warranty Deed or Exclusive Perpetual Easement.

For each applicable existing LWDD canal, the applicant or petitioner must provide two sets of current cross-sections that have been signed and sealed by a professional surveyor and mapper licensed in the State of Florida. The cross-sections will be used to determine if LWDD will require the applicant or petitioner to convey an exclusive easement to LWDD. Cross-sections at 300 foot intervals are to be provided for each canal, including at each end of the portion of the project that fronts the canal. A minimum of three cross-sections for each canal are to be provided. The cross-sections are to show, label and dimension at least the following:

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 5: Right-of-Way Ownership & Interests**

- (a) channel bottom elevation and width;
- (b) location and elevation of each toe-of-slope and each top-of-bank;
- (c) existing canal right-of-way lines;
- (d) existing land lines (such as section lines, quarter-section lines, or platted block lines and tract lines within platted subdivisions, e.g., THE PALM BEACH FARMS CO. PLAT NO. 3);
- (e) property lines of subject parcel;
- (f) all easements within the limits of the cross-section;
- (g) existing ground elevations to a point 50 feet beyond the existing top-of-banks on each side of the channel or to a point 25 feet outside of the existing canal right-of-way lines on each side of the channel, whichever is greater, including all features that may be relevant (e.g., buildings, edges of pavement, curbs, sidewalks, guardrails and ground grade breaks).

**Note: Each cross-section is to include a sufficient number of surveyed points such that the existing canal is accurately depicted.**

Canal cross-sections are also to be provided at each end of every culvert that exists within the limits of the project for each applicable LWDD canal, with the existing culvert shown in cross-sectional view depicted on the appropriate canal cross-section.

The canal cross-sections are to be shown at a scale of 1 inch equals 10 feet, both horizontal and vertical, for canals with a total of 80 feet (or less) of required right-of-way width (including both heavy and light canal maintenance berms), or 1 inch equals 20 feet, both horizontal and vertical, for canals with a total of more than 80 feet of required right-of-way width (including both heavy and light canal maintenance berms). A statement must be included on the canal cross-sections that the vertical datum used for the canal cross-sections is either the National Geodetic Vertical Datum of 1929 (NGVD 29) or the North American Vertical Datum of 1988 (NAVD 88), and if the NAVD 88 vertical datum has been used, a conversion factor between the NGVD 29 vertical datum and the NAVD 88 vertical datum for the locations where the canal cross-sections were taken, must be provided. A plan view must be provided that shows how the canal cross-sections are oriented. The canal cross-sections must be shown, in cross-sectional view, looking from west to east or from south to north, with the north or west right-of-way respectively being on the left side of each canal cross-section shown.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 5: Right-of-Way Ownership & Interests**

The requested information must be submitted to LWDD in both hardcopy format and CAD drawing files. The CAD drawing files must be in the form of AutoDesk DWG format (current and all prior versions accepted) or alternatively, in DXF format. The CAD drawing files can be submitted on either CD or DVD optical media.

**NOTE:** Canal cross-sections are valid for a two year period. After that time, current canal cross-sections will be required for review by LWDD. Based upon review of current canal cross-sections, the applicant or petitioner may be required to reconstruct or reshape the existing canal, in addition to conveying right-of-way to LWDD.

**5.7.1.2 Certification of Title**

A certification of title signed by a Florida licensed attorney or the President or Vice President of a title company authorized to do business in the State of Florida must be provided, and this certification of title must be provided on the letterhead of the applicable attorney firm or title company. The certification of title shall include a legal description of the subject property and the owner's name(s) of the subject property, as it appears in the public records. The certification of title must be dated within six (6) months of the date of receipt by LWDD. See the sample certification of title at the end of this section.

**5.7.1.3 Sketch of Description**

The sketch of description shall be prepared by a professional surveyor and mapper, licensed in the State of Florida, in compliance with Chapter 5J-17.05, Minimum Technical Standards, pursuant to Florida Statutes Chapter 472 F.A.C. The sketch of description must also meet the following LWDD requirements:

- (a) Provide definitive identification of boundary lines by a metes and bounds description of the perimeter of the subject parcel to be conveyed on the first sheet with a location sketch (vicinity map), with the section, township and range shown.
- (b) Show the square footage and/or acreage at the end of the description;
- (c) Cite the basis of bearings.
- (d) Include a note stating this is not a boundary survey.
- (e) The sketch shall be scaled no smaller than 1"=60'.
- (f) Must delineate and label all LWDD right-of-way interest(s).

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 5: Right-of-Way Ownership & Interests**

- (g) Show existing easements and encroachments which may encumber the parcel to be conveyed.
- (h) Provide bold outline of the area, and the area's acreage to be conveyed.
- (i) Do not label the easements as proposed but call for its size (i.e.: 15' Easement).
- (j) Provide the property control number (PCN) of the parcel.
- (k) All text shall be at least 0.10" in height.
- (l) The sketch of description must be submitted on 8 ½" x 11" media.
- (m) Provide two signed and sealed prints of the sketch of description.
- (n) Provide point of commencement (POC).

**5.7.2 Conveyance**

Based on existing canal cross-sections the adjacent property owner may be required to convey right-of-way to LWDD. The property owner can convey the right-of-way to LWDD either in fee simple or as an exclusive easement. Alternatively, upon LWDD approval, the property owner has the option of filling the canal to the ultimate design section identified for a specific area of a LWDD canal, and stabilizing the canal bank. The construction method for stabilization of the canal bank will need prior approval from LWDD's engineering department. The property owner must notify LWDD, in writing, which option they choose, either conveyance of the necessary right-of-way to LWDD or filling the canal channel to the ultimate design section and stabilizing the canal banks, as approved by LWDD. Note: in some situations a combination of filling (and stabilizing) the existing canal channel and conveying additional right-of-way may be required.

When an adjacent property owner is required to convey right-of-way to LWDD by either a warranty deed or an exclusive easement and there are existing easements on, over, and/or across (overlapping) the proposed right-of-way, the existing easements may be required to be extinguished prior to conveyance.

If at any time during review LWDD staff determines an easement(s) overlaps existing LWDD right-of-way, whether fee or easement, the overlapping easement may be required to be extinguished.

**SAMPLE CERTIFICATION OF TITLE**  
**THE CERTIFICATION OF TITLE MUST BE PROVIDED ON THE TITLE**  
**COMPANY'S LETTERHEAD OR THE ATTORNEY'S LETTERHEAD**

Lake Worth Drainage District (LWDD) requires a Certification of Title in conjunction with conveyances to and from LWDD, agreements, releases, and annexation within the boundaries of LWDD. A Certification of Title must be addressed to:

LAKE WORTH DRAINAGE DISTRICT  
Attn: Legal Department  
13081 Military Trail  
Delray Beach, FL 33484-1105

I hereby certify that I have examined the Public Records of Palm Beach County, Florida regarding the following described property:

**Provide Full Legal Description and  
Property Control Number**

and as of the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, find the last owner of record to be \_\_\_\_\_

\_\_\_\_\_ whose  
mailing

address is \_\_\_\_\_.

**Please identify any encumbrances, mortgages and any petroleum, phosphate, minerals and/or metals affecting the property.**

**(Name of Law Firm or Name of Title Company)**

By: \_\_\_\_\_

\_\_\_\_\_  
Attorney's Name if prepared by Law Firm

Name of President/Vice-President if prepared by Title Company



## **SAMPLE CERTIFICATION OF TITLE**

### **Additional Requirements**

If you are required to convey right-of-way to Lake Worth Drainage District, you must provide the following information:

**Existing Easements:** If there are existing easements or agreements that affect the parcel to be conveyed to LWDD, please identify them on the sketch of description required by LWDD for the proposed conveyance document. If there are no existing easements or agreements, please confirm that in the certification of title.

**Mortgage Holder:** If the parcel to be conveyed to LWDD is encumbered, it will be necessary to provide a Consent and Subordination of Mortgage. A sample form is provided herewith. Please provide the mortgage information in the certification.

If you are requesting a release of reservations from LWDD, you must provide the following information:

**Existing Easements:** If there are existing easements and or agreements that affect the parcel to be released by LWDD, please provide a boundary survey with all easements and/or agreements plotted thereon. In addition, please provide copies of the corresponding documents.

**SAMPLE FORM – THIS MUST BE PREPARED ON LENDER STATIONERY**

**CONSENT AND SUBORDINATION OF MORTGAGE**

\_\_\_\_\_, whose address is \_\_\_\_\_  
\_\_\_\_\_, pursuant to that Mortgage dated \_\_\_\_  
\_\_\_\_\_ and recorded in Official Record Book \_\_\_\_\_, Page \_\_\_\_\_, of the  
Public Records of Palm Beach County, Florida, (the "Mortgage"), which Mortgage  
encumbers the property described on Exhibit "A" attached hereto, consents to the Easement  
Deed dated \_\_\_\_\_ from \_\_\_\_\_  
\_\_\_\_\_, to LAKE WORTH DRAINAGE DISTRICT, to which this Consent and  
Subordination is attached (the "Easement), and subordinates the lien of the Mortgage to  
the Easement.

IN WITNESS WHEREOF, the Mortgagee has executed this Consent and Subordination as  
of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Mortgagee

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Address

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ as President of \_\_\_\_\_  
\_\_\_\_\_. He/She (\_\_\_\_) is personally known  
to me or (\_\_\_\_) produced \_\_\_\_\_ as  
identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Stamp or Seal

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 5: Right-of-Way Ownership & Interests**

**5.8 Petition for Annexation within the Boundaries of LWDD**

**Introduction**

Any parcel of land that is not within the boundaries of LWDD and drains into the LWDD canal system, either directly or indirectly, will be required to petition LWDD to be annexed within its boundaries (lands to be annexed).

If the subject parcel of land does not annex into LWDD boundaries, the existing drainage of this parcel of land must be modified such that it does not drain directly or indirectly into the LWDD canal system.

**5.8.1**

The property owner (petitioner) must request (petition) to appear before LWDD's Board of Supervisors (Board) in order to have its request for annexation approved. The petitioner must include a completed Petition for Annexation within the Boundaries of LWDD (see form at the end of this section), which must include a sketch of description of the lands to be annexed, with the request to appear before the Board. In addition, the petitioner must provide fees associated with a Petition for Annexation and a Service Agreement (see Chapter 2 – Fees). LWDD will prepare a Board Resolution for presentation to the Board with the landowner's Petition for Annexation within the Boundaries of LWDD.

The petitioner must provide the following information relative to the lands the petitioner is requesting to annex:

**5.8.1.1. Sketch of Description of Lands to be Annexed**

The sketch of description shall be prepared by a professional surveyor and mapper, licensed in the State of Florida, in compliance with Chapter 5J-17.05, Minimum Technical Standards, pursuant to Florida Statutes Chapter 472 F.A.C. The sketch of description must also meet the following LWDD requirements:

- (a) Provide definitive identification of boundary lines by a metes and bounds description of the perimeter of the subject parcel to be conveyed on the first sheet with a location sketch (vicinity map), with the section, township and range shown.
- (b) Show the square footage and/or acreage at the end of the description.
- (c) Cite the basis of bearings.
- (d) Include a note stating this is not a boundary survey.
- (e) The sketch shall be scaled no smaller than 1"=60'.
- (f) Must delineate and label all LWDD right-of-way interest(s).

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 5: Right-of-Way Ownership & Interests**

- (g) Show existing easements and encroachments which may encumber the parcel to be conveyed.
- (h) Provide bold outline of the area, and the area's acreage to be conveyed.
- (i) Do not label the easements as proposed but call for its size (i.e.: 15' Easement).
- (j) Provide the property control number (PCN) of the parcel.
- (k) All text shall be at least 0.10" in height.
- (l) The sketch of description must be submitted on 8 ½" x 11" media.
- (m) Provide two signed and sealed prints of the sketch of description.
- (n) Provide point of commencement (POC).

**5.8.1.2 Map of Survey(s) of Lands to be Annexed**

The map of survey shall be performed by a professional surveyor and mapper licensed in the State of Florida, in compliance with Chapter 5J-17.05, Minimum Technical Standards, pursuant to Florida Statutes Chapter 472 F.A.C. The map of survey must also meet the following LWDD requirements:

- (a) All horizontal data shall be based on the North American Datum of 1983, 1990 adjustment (NAD 83/90) East Zone.
- (b) The survey must delineate and label all easements evidenced by a record document which have been provided to the surveyor.
- (c) The surveyor is also responsible to show unrecorded evidence of occupation, such as fences and roads being used both publicly and privately within LWDD right-of-way.
- (d) The survey must show existing features, encroachments, or encumbrances located adjacent to, or within LWDD right-of-way.
- (e) The canal right-of-way must be labeled, tied and dimensioned to horizontal control line(s) either sectional or plat.
- (f) Provide two (2) original signed and sealed prints of the map of survey. The survey must be finalized or updated no earlier than six (6) months prior to being received by LWDD.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 5: Right-of-Way Ownership & Interests**

**5.8.1.3 Certification of Title**

A certification of title signed by a Florida licensed attorney or the President or Vice President of a title company authorized to do business in the State of Florida must be provided, and this certification of title must be provided on the letterhead of the applicable attorney firm or title company. The certification of title shall include a legal description of the subject property and the owner's name(s) of the subject property, as it appears in the public records. The certification of title must be dated within six (6) months of the date of receipt by LWDD. See the sample certification of title at the end of this section.

**5.8.1.4 Canal Cross-Sections**

If the parcel of land which has been requested to be annexed within the boundaries of LWDD is adjacent to an existing LWDD canal(s), canal cross-sections of the existing adjacent LWDD canal(s) may be required.

For each applicable existing LWDD canal, the applicant or petitioner must provide two sets of current canal cross-sections that have been signed and sealed by a professional surveyor and mapper licensed in the State of Florida. The canal cross-sections will be used to determine if LWDD will require the applicant or petitioner to convey an exclusive easement to LWDD. Canal cross-sections at 300 foot intervals are to be provided for each canal, including at each end of the portion of the project that fronts the canal. A minimum of three canal cross-sections for each canal are to be provided. The canal cross-sections are to show, label and dimension at least the following:

- (a) channel bottom elevation and width;
- (b) location and elevation of each toe-of-slope and each top-of-bank;
- (c) existing canal right-of-way lines;
- (d) existing land lines (such as section lines, quarter-section lines, or platted block lines and tract lines within platted subdivisions, e.g., THE PALM BEACH FARMS CO. PLAT NO. 3);
- (e) property lines of subject parcel;
- (f) all easements within the limits of the cross-section;
- (g) existing ground elevations to a point 50 feet beyond the existing top-of-banks on each side of the channel or to a point 25 feet outside of the existing canal right-of-way lines on each side of the channel, whichever is greater, including all features that may be relevant (e.g.,

# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## Chapter 5: Right-of-Way Ownership & Interests

buildings, edges of pavement, curbs, sidewalks, guardrails and ground grade breaks).

**Note: Each cross-section is to include a sufficient number of surveyed points such that the existing canal is accurately depicted.**

Canal cross-sections are also to be provided at each end of every culvert that exists within the limits of the project for each applicable LWDD canal, with the existing culvert shown in cross-sectional view depicted on the appropriate canal cross-section.

The canal cross-sections are to be shown at a scale of 1 inch equals 10 feet, both horizontal and vertical, for canals with a total of 80 feet (or less) of required right-of-way width (including both heavy and light canal maintenance berms), or 1 inch equals 20 feet, both horizontal and vertical, for canals with a total of more than 80 feet of required right-of-way width (including both heavy and light canal maintenance berms). A statement must be included on the canal cross-sections that the vertical datum used for the canal cross-sections is either the National Geodetic Vertical Datum of 1929 (NGVD 29) or the North American Vertical Datum of 1988 (NAVD 88), and if the NAVD 88 has been used, a conversion factor between the NGVD 29 and the NAVD 88 for the locations where the canal cross-sections were taken, must be provided. A plan view must be provided that shows how the canal cross-sections are oriented. The canal cross-sections must be shown, in cross-sectional view, looking from west to east or from south to north, with the north or west right-of-way respectively being on the left side of each canal cross-section shown.

The requested canal cross-section information must be submitted to LWDD in both hardcopy format and CAD drawing files. The CAD drawing files must be in the form of AutoDesk DWG format (current and all prior versions accepted) or alternatively, in DXF format. The CAD drawing files can be submitted on either CD or DVD optical media.

**NOTE: Canal cross-sections are valid for a two year period. After that time, current canal cross-sections will be required for review by LWDD. Based upon review of current canal cross-sections, the applicant or petitioner may be required to reconstruct or reshape the existing canal, in addition to conveying right-of-way to LWDD.**

### 5.8.1.5 Conveyance

Based on existing canal cross-sections the adjacent property owner may be required to convey right-of-way to LWDD. The property owner can convey the right-of-way to LWDD either in fee simple or as an exclusive easement.

# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## Chapter 5: Right-of-Way Ownership & Interests

Alternatively, upon LWDD approval, the property owner has the option of filling the canal to the ultimate design section identified for a specific area of a LWDD canal, and stabilizing the canal bank. The construction method for stabilization of the canal bank will need prior approval from LWDD's engineering department. The property owner must notify LWDD, in writing, which option they choose, either conveyance of the necessary right-of-way to LWDD or filling the canal channel to the ultimate design section and stabilizing the canal banks, as approved by LWDD. Note: in some situations a combination of filling (and stabilizing) the existing canal channel and conveying additional right-of-way may be required.

When an adjacent property owner is required to convey right-of-way to LWDD by either a warranty deed or an exclusive easement and there are existing easements on, over, and/or across (overlapping) the proposed right-of-way, the existing easements might be required to be extinguished prior to conveyance.

If at any time during review LWDD staff determines an easement(s) overlaps existing LWDD right-of-way, whether fee or easement, the overlapping easement might be required to be extinguished.

### **5.8.2 Non-Ad Valorem Assessment**

Once the petitioner's annexation has been approved by the Board, the Board Resolution is recorded in the Public Records of Palm Beach County, Florida. The recorded Board Resolution thereby notifies the Palm Beach County Property Appraiser to assess the annexed property for the LWDD non-ad valorem tax.

### **5.8.3 Codification of LWDD Boundaries**

LWDD will submit a Legislative Bill to the Florida Legislature codifying the boundaries of LWDD, which will include all properties annexed within the boundaries of LWDD since the last codification.

### **5.8.4 Service Agreement**

Petitioner is required to enter into a Service Agreement with LWDD confirming that the petitioner agrees to receive services from LWDD, pending approval of a Special Act by the Florida Legislature changing the jurisdictional drainage district boundaries to include the petitioner's property. The Service Agreement will expire when the property is added to the Palm Beach County tax roll and the property is being assessed. See sample Service Agreement at the end of this section.

**SAMPLE CERTIFICATION OF TITLE**  
**THE CERTIFICATION OF TITLE MUST BE PROVIDED ON THE TITLE**  
**COMPANY'S LETTERHEAD OR THE ATTORNEY'S LETTERHEAD**

Lake Worth Drainage District (LWDD) requires a Certification of Title in conjunction with conveyances to and from LWDD, agreements, releases, and annexation within the boundaries of LWDD. A Certification of Title must be addressed to:

LAKE WORTH DRAINAGE DISTRICT  
Attn: Legal Department  
13081 Military Trail  
Delray Beach, FL 33484-1105

I hereby certify that I have examined the Public Records of Palm Beach County, Florida regarding the following described property:

**Provide Full Legal Description and  
Property Control Number**

and as of the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, find the last owner of record to be \_\_\_\_\_

\_\_\_\_\_ whose  
mailing

address is \_\_\_\_\_.

**Please identify any encumbrances, mortgages and any petroleum, phosphate, minerals and/or metals affecting the property.**

**(Name of Law Firm or Name of Title Company)**

By: \_\_\_\_\_

\_\_\_\_\_  
Attorney's Name if prepared by Law Firm

Name of President/Vice-President if prepared by Title Company



## SAMPLE CERTIFICATION OF TITLE

### Additional Requirements

If you are required to convey right-of-way to Lake Worth Drainage District, you must provide the following information:

**Existing Easements:** If there are existing easements or agreements that affect the parcel to be conveyed to LWDD, please identify them on the sketch of description required by LWDD for the proposed conveyance document. If there are no existing easements or agreements, please confirm that in the certification of title.

**Mortgage Holder:** If the parcel to be conveyed to LWDD is encumbered, it will be necessary to provide a Consent and Subordination of Mortgage. A sample form is provided herewith. Please provide the mortgage information in the certification.

If you are requesting a release of reservations from LWDD, you must provide the following information:

**Existing Easements:** If there are existing easements and or agreements that affect the parcel to be released by LWDD, please provide a boundary survey with all easements and/or agreements plotted thereon. In addition, please provide copies of the corresponding documents.

**SAMPLE FORM - THIS MUST BE PREPARED ON LENDER STATIONERY**

**CONSENT AND SUBORDINATION OF MORTGAGE**

\_\_\_\_\_, whose address is \_\_\_\_\_  
\_\_\_\_\_, pursuant to that Mortgage dated \_\_\_\_  
\_\_\_\_\_ and recorded in Official Record Book \_\_\_\_\_, Page \_\_\_\_\_, of the  
Public Records of Palm Beach County, Florida, (the "Mortgage"), which Mortgage  
encumbers the property described on Exhibit "A" attached hereto, consents to the Easement  
Deed dated \_\_\_\_\_ from \_\_\_\_\_  
\_\_\_\_\_, to LAKE WORTH DRAINAGE DISTRICT, to which this Consent and  
Subordination is attached (the "Easement), and subordinates the lien of the Mortgage to  
the Easement.

IN WITNESS WHEREOF, the Mortgagee has executed this Consent and Subordination as  
of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Mortgagee

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Address

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as President of \_\_\_\_\_  
\_\_\_\_\_. He/She (\_\_\_\_) is personally known  
to me or (\_\_\_\_) produced \_\_\_\_\_ as  
identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Stamp or Seal

**PETITION AND CONSENT FOR ANNEXATION WITHIN  
THE BOUNDARIES OF THE  
LAKE WORTH DRAINAGE DISTRICT**

**COMES NOW** \_\_\_\_\_

whose mailing address is \_\_\_\_\_

and petitions the **LAKE WORTH DRAINAGE DISTRICT**, a corporation organized and existing under the Laws of the State of Florida, and doing business in Palm Beach County, Florida, to have annexed and included within the boundaries of the **LAKE WORTH DRAINAGE DISTRICT** as provided in Chapter 09-258, Laws of Florida 2009, as the same has been from time to time amended, land located in Palm Beach County, Florida, described in the attached Exhibit "A".

Petitioner would show that said land is contiguous to the present boundaries of the **LAKE WORTH DRAINAGE DISTRICT** and Petitioner represents that the Petitioner is the sole fee simple, unencumbered title holder of said land and is willing and desirous to have said land included within the boundaries and jurisdiction of the said **LAKE WORTH DRAINAGE DISTRICT**, and further consents to the levy and payment of all non-ad valorem assessments levied on the subject property by the **LAKE WORTH DRAINAGE DISTRICT**. If said land is encumbered, holder of the encumbrance must also execute a like Petition for Inclusion.

Petitioner hereby acknowledges that said land (is) (is not) encumbered, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest:

PETITIONER:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Post Office Address

\_\_\_\_\_  
Post Office Address

**Corporate Form**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Before me personally appeared \_\_\_\_\_  
\_\_\_\_\_ to me well known and known to me to be the President  
and Secretary of \_\_\_\_\_, respectively, and  
who executed the foregoing instrument, and acknowledged that they executed said instrument for  
the purposes therein expressed.

Witness my hand and official seal, this the \_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Stamp or Seal

Corporate Form

**PETITION AND CONSENT FOR ANNEXATION WITHIN THE  
BOUNDARIES**

**OF THE LAKE WORTH DRAINAGE DISTRICT**

**EXHIBIT 'A'**

**Sketch of Description**

**To be provided by**

**Petitioner**

**JOINDER TO PETITION AND CONSENT FOR  
ANNEXATION WITHIN THE BOUNDARIES OF THE  
LAKE WORTH DRAINAGE DISTRICT**

**COMES NOW** \_\_\_\_\_

whose mailing address is \_\_\_\_\_

and petitions the **LAKE WORTH DRAINAGE DISTRICT**, a corporation organized and existing under the Laws of the State of Florida, and doing business in Palm Beach County, Florida, to have annexed and included within the boundaries of the **LAKE WORTH DRAINAGE DISTRICT** as provided in Chapter 09-258, Laws of Florida 2009, as the same has been from time to time amended, land located in Palm Beach County, Florida, described in the attached Exhibit "A".

Petitioner would show that said land is contiguous to the present boundaries of the **LAKE WORTH DRAINAGE DISTRICT** and Petitioner represents that the Petitioner is the holder of an encumbrance on said land and is willing and desirous to have said land included within the boundaries and jurisdiction of the said **LAKE WORTH DRAINAGE DISTRICT**, and further consents to the levy and payment of all non-ad valorem assessments levied on the subject property by the **LAKE WORTH DRAINAGE DISTRICT**.

Petitioner hereby acknowledges that said land (is) (is not) encumbered, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest:

PETITIONER:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Post Office Address

\_\_\_\_\_  
Post Office Address

(CORPORATE SEAL)

STATE OF )  
COUNTY OF )

Before me personally appeared \_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_ to me well known and known to me to be the President and  
Secretary of \_\_\_\_\_, respectively, and who  
executed the foregoing instrument, and acknowledged that they executed said  
instrument for the purposes therein expressed.

Witness my hand and official seal, this the \_\_\_\_ day \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Stamp or Seal

**PETITION AND CONSENT FOR ANNEXATION WITHIN THE  
BOUNDARIES**

**OF THE LAKE WORTH DRAINAGE DISTRICT**

**EXHIBIT 'A'**



**PETITION AND CONSENT FOR ANNEXATION WITHIN THE  
BOUNDARIES OF THE  
LAKE WORTH DRAINAGE DISTRICT**

**COMES NOW,** \_\_\_\_\_  
and petitions the **LAKE WORTH DRAINAGE DISTRICT**, a corporation organized and existing under the Laws of the State of Florida, and doing business in Palm Beach County, Florida, to have annexed and included within the boundaries of the **LAKE WORTH DRAINAGE DISTRICT** as provided in Chapter 09-258, Laws of Florida 2009, as the same has been from time to time amended, land located in Palm Beach County, Florida, described in the attached Exhibit "A".

Petitioner would show that said land is contiguous to the present boundaries of the **LAKE WORTH DRAINAGE DISTRICT** and Petitioner represents that the Petitioner is the sole fee simple, unencumbered title holder of said land and is willing and desirous to have said land included within the boundaries and jurisdiction of the said **LAKE WORTH DRAINAGE DISTRICT**, and further consents to the levy and payment of all non-ad valorem assessments levied on the subject property by the **LAKE WORTH DRAINAGE DISTRICT**. If said land is encumbered, holder of the encumbrance must also execute a like Petition for Inclusion.

Petitioner hereby acknowledges that said land (is) (is not) encumbered, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESSES:

PETITIONER:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Individual Form

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Before me personally appeared \_\_\_\_\_  
\_\_\_\_\_, to me well known and known to me to be the person described in and  
who executed the foregoing instrument, and acknowledged that he/she/they  
executed said instrument for the purposes therein expressed.

Witness my hand and official seal, this \_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Stamp or Seal

**PETITION AND CONSENT FOR ANNEXATION WITHIN THE  
BOUNDARIES OF THE  
LAKE WORTH DRAINAGE DISTRICT**

**EXHIBIT "A"**

**Sketch of Description**

**To be provided by**

**Petitioner**

**JOINER TO PETITION AND CONSENT FOR  
ANNEXATION WITHIN THE BOUNDARIES OF THE  
LAKE WORTH DRAINAGE DISTRICT**

**COMES NOW** \_\_\_\_\_

whose mailing address is \_\_\_\_\_

and petitions the **LAKE WORTH DRAINAGE DISTRICT**, a corporation organized and existing under the Laws of the State of Florida, and doing business in Palm Beach County, Florida, to have annexed and included within the boundaries of the **LAKE WORTH DRAINAGE DISTRICT** as provided in Chapter 09-258, Laws of Florida 2009, as the same has been from time to time amended, land located in Palm Beach County, Florida, described in the attached Exhibit "A".

Petitioner would show that said land is contiguous to the present boundaries of the **LAKE WORTH DRAINAGE DISTRICT** and Petitioner represents that the Petitioner is the holder of an encumbrance on said land and is willing and desirous to have said land included within the boundaries and jurisdiction of the said **LAKE WORTH DRAINAGE DISTRICT**, and further consents to the levy and payment of all non-ad valorem assessments levied on the subject property by the **LAKE WORTH DRAINAGE DISTRICT**.

Petitioner hereby acknowledges that said land (is) (is not) encumbered, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESSES:

PETITIONER:

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

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

STATE OF )  
COUNTY OF )

Before me personally appeared \_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_ to me well known and known to me to be the President and  
Secretary of \_\_\_\_\_, respectively, and who  
executed the foregoing instrument, and acknowledged that they executed said  
instrument for the purposes therein expressed.

Witness my hand and official seal, this the \_\_\_\_ day \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Stamp or Seal

**PETITION AND CONSENT FOR ANNEXATION WITHIN THE  
BOUNDARIES**

**OF THE LAKE WORTH DRAINAGE DISTRICT**

**EXHIBIT 'A'**

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 5: Right-of-Way Ownership & Interests**

**5.9 Right-of-Way Requirements for Permit Issuance**

It is strongly recommended that prior to an individual (applicant) submitting an application to the Lake Worth Drainage District (LWDD) to obtain a permit for any proposed improvements on, or an individual (petitioner) submitting a petition that is to be presented to the LWDD Board relative to properties adjacent to and/or crossing one or more LWDD canals, the applicant or petitioner meet with the appropriate LWDD personnel to discuss and understand all requirements relative to LWDD canals and rights-of-way regarding the proposed project or subject property.

Prior to the issuance of any LWDD permit, the Right-of-Way Department must approve (right-of-way sign-off) all canal right-of-way issues. The following requirements must be met prior to the Right-of-Way Department's review:

**5.9.1**

All right-of-way conveyances, by either warranty deed or by exclusive easement deed, must be finalized and the recording information must be shown on the design plans.

**5.9.2**

If the property owner chooses to convey by warranty deed rather than easement deed, LWDD strongly recommends that the property owner convey the right-of-way during the early stages of the project since the lands conveyed will need to be excluded from the project's boundaries. If the property owner waits until platting to resolve this matter, LWDD will be required to sign the plat as an owner. However, LWDD does not sign plats and therefore this will cause delays to the property owner.

**5.9.3**

If the property owner applies to an agency that gives LWDD the opportunity to review site plans, and plats, i.e. Palm Beach County or a municipality within LWDD boundaries, then all right-of-way issues defined in a LWDD Letter of Objection (if a letter has been issued) must be resolved before right-of-way sign-off can be given.

If the property owner applies to an agency that does not give LWDD the opportunity to review site plans and plats, the property owner must comply with Section 5.2 – Development Review Process.

**5.9.4**

Design plans for projects that are either adjacent to and/or crossing LWDD right-of-way must show the complete LWDD right-of-way within the limits of the project. All plan-view sheets that depict LWDD right-of-way will label all LWDD right-of-way including, but not necessarily limited to, LWDD right-of-way ownership and easement rights, as well as all recording information.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 5: Right-of-Way Ownership & Interests**

Also, each plan view sheet must tie and dimension all LWDD right-of-way information to the Public Land Survey System (PLSS) retraceable land line, such as section line, quarter-section line, or platted block lines and tract lines within platted subdivisions, e.g., THE PALM BEACH FARMS CO. PLAT NO. 3.

**5.9.5**

If the property owner is required to plat their project, then prior to right-of-way sign-off and permit issuance, all right-of-way issues will need to be resolved and a Letter of No Objection by LWDD will need to be issued to the appropriate platting agency.

**5.9.6**

If the property owner is not required to plat their project, then a letter must be issued to LWDD stating that the applicant is not required to plat or proof of a plat waiver must be submitted to LWDD.

**5.9.7 Conditions upon which Work within LWDD Right(s)-of-Way May be Required of a Petitioner or an Applicant**

Proposed improvements to property that is adjacent to a LWDD canal, or part of a parent tract (same property owner or contiguous master plat) that is adjacent to a LWDD canal, or proposed improvements within LWDD canal right(s)-of-way, may be conditioned, when and if permitted by LWDD, to do canal work. This canal work may include, but may not necessarily be limited to, canal channel and maintenance berm relocation, canal channel and maintenance berm reshaping, dredging, filling, sloping, channel side slope stabilization, sodding and/or seeding and mulching.

Projects that may be conditioned to do canal work are projects that propose to make improvements to the adjacent property and which improvements may directly affect the facilities of LWDD.

Also, projects within adjacent property that have existing conditions that have, in the past, adversely affected the facilities of LWDD, even if the proposed improvements will not directly affect the facilities of LWDD, may be required to do canal work.

Any requirements or conditions for canal work may be independent of any LWDD right-of-way ownership and interest requirements. These LWDD right-of-way ownership and interest requirements can be found in Chapter 5: Right-of-Way Ownership & Interests of the LWDD Operating Policies Manual.

Engineering and permitting requirements can be found in Chapter 3: Engineering & Permitting Requirements of the LWDD Operating Policies Manual.



# LAKE WORTH DRAINAGE DISTRICT

## OPERATING POLICIES

### Chapter 5: Right-of-Way Ownership and Interests

#### 5.10 Identification and Sale of Transfer of Development Rights (TDRs)

LWDD recognizes TDRs as an asset, which has value when sold. LWDD also recognizes that TDRs are not necessary for the fulfillment of its statutory obligations.

5.10.1 The sale of TDRs shall only be accomplished through a formal Request for TDR Bid (RTDRB). LWDD shall prepare a RTDRB on each TDR parcel previously identified by staff and as approved by the Board.

5.10.2 LWDD shall advertise for the sale of TDR parcels by a RTDRB, and establish a minimum low bid, based upon an appraisal performed within ninety (90) days of said bid.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 6: Board of Supervisors**

**6.1 Board of Supervisors' Approvals**

**6.1.1 Operating Policies – Time Limits**

Some operating policies concerning permits have a specific time limit for commencement of construction. If not specified, the time limit is two (2) years from date of permit issuance. Upon request to the Board of Supervisors, the time limit can be extended once. Thereafter, the permit shall be void if construction has not begun within the extended time limit.

**6.1.2 Specific Board Approvals – Time Limits**

Specific approvals by the Board of Supervisors on items not covered by operating policy or specific amendments to operating policies shall be effective for a period of twelve months, unless revoked by the Board of Supervisors.

**6.1.3 Time Limit Extensions**

Specific Board approvals may be extended by the manager for an additional three (3) months. If construction has not begun before the end of that period, a new approval must be obtained from the Board.

**6.1.4 Board Agenda Items**

Requests to be placed on the agenda of the monthly meeting of the Board of Supervisors must be submitted to Lake Worth Drainage District (LWDD) in writing. All efforts will be made to schedule the petitioner for the next available Board meeting, subject to LWDD staff having sufficient time to prepare the petition for presentation to the Board of Supervisors. The petitioner is responsible for providing the following items to LWDD staff and the scheduling of its petition at a Board meeting is dependent upon the timely receipt of these items.

**6.1.4.1**

All parties petitioning the Board of Supervisors, as a representative of another individual or company/corporation that owns the property or is under contract to purchase, must provide a **Letter of Authorization** and **Affidavit of Authorization** (Supplied by LWDD). Properly executed forms must be returned to LWDD no later than the close of business on the Tuesday immediately preceding the Board Workshop; otherwise, the petitioner will not be allowed to proceed on the Board Agenda.

**6.1.4.2**

Additional information requested by staff to adequately prepare the petition for presentation.

**6.1.4.3**

Any petitioner seeking to withdraw a request, which has been scheduled on a Board agenda, must make a formal written request for withdrawal.

**6.1.4.4**

Presentations for Board Agenda items will be limited to five (5) minutes per person.

# [TO BE TYPED ON COMPANY LETTERHEAD]

Date

LWDD Staff Member (if known)  
Lake Worth Drainage District  
13081 Military Trail  
Delray Beach, Florida 33484

Re: **Request to Appear Before the LWDD Board of Supervisors**

Dear \_\_\_\_\_:

This is a request for **(Company, Representative, or Homeowner)** to appear before the Lake Worth Drainage District's Board of Supervisors at the next available Board meeting.

**(Company, Representative, or Homeowner)** would like to appear in order to seek approval for **(reason for Board appearance)**.

The following information is provided, as requested:

**Project Name**

**LWDD Project Number (if known)**

**Property Owner Name and Address**

**Property Location (Address)**

**PCN Number and Legal Description of Project (if known)**

**Brief Description of Project**

**LWDD Canal Number (if known)**

**LWDD Staff Contact (if known)**

**Any Other Pertinent Information**

Sincerely,

Name/Title

LETTER OF AUTHORIZATION

TO: The Board of Supervisors of the Lake Worth Drainage District

The undersigned hereby appoints \_\_\_\_\_ to act as agent to prepare and submit all necessary documentation and attend all Lake Worth Drainage District Board of Supervisors' meetings, regarding \_\_\_\_\_

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

[Description of Subject Matter]

Further, the undersigned agrees to accept any and all terms and conditions required by the District's Board of Supervisors, which are approved by the undersigned's agent, which shall include but not be limited to the payment of administration fees, charges, expenses, costs and attorney's fees, which may be assessed by the Lake Worth Drainage District in reference to the subject matter, whether or not the undersigned proceeds further on the project.

OWNER(S) NAME:

\_\_\_\_\_

Owner's Signature

Street Address

City, State and Zip Code

Telephone Number & Area Code

STATE OF FLORIDA :  
COUNTY OF PALM BEACH :

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_, known to me, or who produced \_\_\_\_\_ as identification, and who did (did not) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Stamp or Seal

**AFFIDAVIT OF AUTHORIZATION**

**Project Name:** \_\_\_\_\_

**Project Number:** \_\_\_\_\_

I, \_\_\_\_\_, do hereby swear/affirm  
that I am submitting this request for approval of: \_\_\_\_\_

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

with the full knowledge and consent of all owners of record of the property that is the subject of this request. I understand that Lake Worth Drainage District, in processing the approval of this request, is relying on my assurance that all owners of record are aware of this request and approve of my acting as agent. As agent, I have the authority to agree to conditions that may be imposed.

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone Number including area code

STATE OF FLORIDA :  
COUNTY OF PALM BEACH :

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_, known to me, or who produced \_\_\_\_\_ as identification, and who did (did not) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Notary Stamp or Seal

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 6: Board of Supervisors**

**6.2 Authority**

Authority is derived from Chancery Case 407 with exhibits and from Chapter 61-1747, Laws of Florida, Acts of 1961, and amendments thereto, as listed below:

Chapter 63-616, Laws of Florida, Acts of 1963  
Chapter 63-618, Laws of Florida, Acts of 1963  
Chapter 65-2065, Laws of Florida, Acts of 1965 (Repealed by Chapter 71-830)  
Chapter 67-867, Laws of Florida, Acts of 1967  
Chapter 71,830, Laws of Florida, Acts of 1971  
Chapter 75-472, Laws of Florida, Acts of 1975  
Chapter 81-460, Laws of Florida, Acts of 1981  
Chapter 82-353, Laws of Florida, Acts of 1982  
Chapter 83-493, Laws of Florida, Acts of 1983  
Chapter 84-496, Laws of Florida, Acts of 1984  
Chapter 87-521, Laws of Florida, Acts of 1987  
Chapter 90-416, Laws of Florida, Acts of 1990  
Chapter 90-480, Laws of Florida, Acts of 1990  
Chapter 96-478, Laws of Florida, Acts of 1996  
Chapter 98-525, Laws of Florida, Acts of 1998 (Codification of all Special Acts from Ch. 61-1747)  
Chapter 99-422, Laws of Florida, Acts of 1999  
Chapter 03-344, Laws of Florida, Acts of 2003  
Chapter 2009-258, Laws of Florida, Acts of 2009 (Codification of LWDD boundaries)  
Chapter 2011-249, Laws of Florida, Acts of 2011  
Chapter 298, Florida Statutes  
Chapter 189, Florida Statutes

A copy of Chancery Case No. 407 with exhibits and all laws relating to the Lake Worth Drainage District (LWDD) is available for public inspection at LWDD's office.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 7: Procurement of Personal Property and Services**

**Introduction:**

The Florida Legislature has provided a procedure for procurement of personal property and services in Florida Statutes, Chapter 287. Florida Statutes, Chapter 287 should be referred to while reviewing Chapter 7 of the LWDD Operating Policies. Florida Statutes, Chapter 287, shall supersede any contradiction between the statute and the Lake Worth Drainage District Operating Policies, Chapter 7.

**7.1 Purchasing Category Thresholds**

The procedures established herein shall be applied to all LWDD procurements of personal property and services, which exceed purchasing category thresholds established by Florida Statutes, Chapter 287, and as amended or otherwise required by the Board. The current purchasing threshold categories are:

- |     |                 |            |
|-----|-----------------|------------|
| (1) | CATEGORY ONE:   | \$ 20,000. |
| (2) | CATEGORY TWO:   | \$ 35,000. |
| (3) | CATEGORY THREE: | \$ 65,000. |
| (4) | CATEGORY FOUR:  | \$195,000. |
| (5) | CATEGORY FIVE:  | \$325,000. |

**7.2 Acquisition of Professional Architectural, Engineering, Landscape Architectural, or Surveying and Mapping Services: Consultants Competitive Negotiation Act (CCNA) – Florida Statutes Chapter 287, Section 287.055**

**7.2.1 Public Announcement and Qualification Procedures**

**7.2.1.1**

LWDD shall publicly announce, in a uniform and consistent manner, each occasion when architectural, engineering, landscape architectural, or survey and mapping services (professional services) must be procured for a project the basic construction cost of which is estimated by LWDD to exceed \$325,000 or for a planning or study activity when the fee for professional services exceeds \$35,000, except in cases of valid public emergencies certified by LWDD Management. The public notice must include a general description of the project and must indicate how interested consultants may apply for consideration.

**7.2.1.2**

LWDD shall provide a good faith estimate in determining whether the proposed activity meets the threshold amounts referred to in **Section 7.2.1.1** herein.

**7.2.1.3 Board Appointed Professional Services Selection Committee**

**7.2.1.3.1**

The Board shall select the necessary individuals to serve on the Professional Services Selection Committee (Committee) to assist in the selection of the most qualified respondents to perform the required services.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 7: Procurement of Personal Property and Services**

**7.2.1.3.2**

Meetings of the Committee shall be publicly noticed. Minutes shall be kept of all such meetings and the meetings will be open to the public.

**7.2.1.3.3**

At the first meeting of the Committee, a chairperson shall be selected or determined.

**7.2.1.3.4**

Any firm or individual desiring to provide professional services to LWDD must first be certified by LWDD as qualified pursuant to Florida law and the regulations of LWDD. LWDD must find that the firm or individual to be employed is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual.

**7.2.1.3.5**

LWDD shall evaluate professional services, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Act, and other factors determined by LWDD to be applicable to its particular requirements. When securing professional services, LWDD must endeavor to meet the minority business enterprise procurement goals under Florida Statutes, Section 287.09451.

**7.2.2 Competitive Selection**

**7.2.2.1**

For each proposed project, the Committee shall evaluate current statements of qualifications and performance data regarding the proposed project, and shall conduct discussions with, and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.

If less than three responses are received, LWDD may negotiate on the best terms and conditions. LWDD shall document the reasons that such action is in the best interest of LWDD in lieu of resoliciting for qualifications. LWDD shall report all such actions to the State of Florida Department of Management Services (Department) on a quarterly basis, in a manner and form prescribed by the Department.

**7.2.2.2**

The Committee shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the Committee shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by LWDD, with the object of effecting an equitable distribution of contracts among



**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 7: Procurement of Personal Property and Services**

qualified firms, providing such distribution does not violate the principle of selection of the most highly qualified firms. LWDD may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under **Section 7.2.3** herein.

**7.2.2.3**

This competitive selection requirement does not apply to a professional service contract for a project of which the basic construction cost is estimated by LWDD to be not in excess of \$325,000 or for a planning or study activity when the fee for professional services is not in excess of \$35,000.

**7.2.2.4**

Nothing in this chapter shall be construed to prohibit a continuing contract, as defined in Florida Statutes, Section 287.055, between a firm and LWDD.

**7.2.3 Competitive Negotiation**

**7.2.3.1**

The chairperson for the Committee shall submit the recommendation of the Committee to the Board. The Board shall rank the qualified firms and authorize the Committee to negotiate a contract with the selected firm in accordance with the Board approved ranking.

**7.2.3.2**

Pursuant to the rankings approved by the Board, Committee shall negotiate a contract with the highest ranked firm for professional services at compensation which Committee determines is fair, competitive, and reasonable. In making such determination, Committee shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract over \$195,000, Committee shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which Committee determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

**7.2.3.3**

Should Committee be unable to negotiate a satisfactory contract with the highest ranked firm, in accordance with the process set forth in **Sections 7.2.2 and 7.2.3** herein, at a price Committee determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. Committee shall then undertake negotiations with the second highest ranked firm. Failing accord with the second highest ranked firm, Committee must terminate negotiations. Committee shall then undertake negotiations with the third highest ranked firm, in accordance with the process set forth in **Sections 7.2.2 and 7.2.3** herein.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 7: Procurement of Personal Property and Services**

**7.2.3.4**

Should Committee be unable to negotiate a satisfactory contract with any of the selected firms, Committee shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with **Section 7.2.3** herein until an agreement is reached.

**7.2.3.5**

When negotiations have been completed, the contract(s) will be submitted to the Board for approval and execution.

**7.2.4 Prohibition Against Contingent Fees**

Each contract entered into by LWDD for professional services must contain a prohibition against contingent fees as follows: "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, LWDD shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**7.3 Procurement of Commodities or Contractual Services**

The competitive solicitation processes authorized in this section shall be used for procurement of commodities or contractual services in excess of \$35,000, which does not include contracts for professional services (CCNA), as shown in **Section 7.2** herein. Any competitive solicitation shall be made available simultaneously to all vendors, must include the time and date for the receipt of bids, proposals, or replies and of the public opening, and must include all contractual terms and conditions applicable to the procurement, including the criteria to be used in determining acceptability and relative merit of the bid, proposal, or reply.

**7.3.1 Invitation to Bid**

The invitation to bid shall be used when LWDD is capable of specifically defining the scope of work for which a contractual service is required or when LWDD is capable of establishing precise specifications defining the actual commodity or group of commodities required.

**7.3.1.1**

Invitation to bid shall be made available simultaneously to all vendors and must include:

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 7: Procurement of Personal Property and Services**

**7.3.1.1.1**

A detailed description of the commodities or contractual services sought

**7.3.1.1.2**

If LWDD contemplates renewal of the contract, a statement to that effect

**7.3.1.2**

Bids submitted in response to an invitation to bid in which LWDD contemplates renewal of the contract must include the price for each year for which the contract may be renewed.

**7.3.1.3**

Evaluation of bids shall include consideration of the total cost for each year of the contract, including renewal years, as submitted by the vendor.

**7.3.2 Request for Proposals**

LWDD shall use a request for proposals when the purposes and uses for which the commodity, group of commodities, or contractual service being sought can be specifically defined and LWDD is capable of identifying necessary deliverables. Various combinations or versions of commodities or contractual services may be proposed by a responsive vendor to meet the specifications of the solicitation document.

**7.3.2.1**

Before issuing a request for proposals, LWDD must determine and specify in writing the reasons that procurement by invitation to bid is not practicable.

**7.3.2.2**

Requests for proposals shall be made available simultaneously to all vendors and must include:

**7.3.2.2.1**

A statement describing the commodities or contractual services sought;

**7.3.2.2.2**

The relative importance of price and other evaluation criteria;

**7.3.2.2.3**

If LWDD contemplates renewal of the contract, a statement to that effect.

**7.3.2.3**

Criteria that will be used for evaluation of proposals shall include, but are not limited to:

**7.3.2.3.1**

Price, which must be specified in the proposal;

**7.3.2.3.2**

If LWDD contemplates renewal of the contract, the price for each year for which the contract may be renewed;

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 7: Procurement of Personal Property and Services**

**7.3.2.3.3**

Consideration of the total cost for each year of the contract, including renewal years, as submitted by the vendor.

**7.3.2.4**

The contract shall be awarded by written notice to the responsible and responsive vendor whose proposal is determined in writing to be the most advantageous to LWDD, taking into consideration the price and other criteria set forth in the request for proposals. The contract file shall contain documentation supporting the basis on which the award is made.

**7.3.3 Invitation to Negotiate**

The invitation to negotiate is a solicitation used by LWDD which is intended to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive vendors with which the agency may negotiate in order to receive the best value.

**7.3.3.1**

Before issuing an invitation to negotiate, LWDD must determine and specify in writing the reasons that procurement by an invitation to bid or a request for proposal is not practicable.

**7.3.3.2**

The invitation to negotiate must describe the questions being explored, the facts being sought, and the specific goals or problems that are the subject of the solicitation.

**7.3.3.3**

The criteria that will be used for determining the acceptability of the reply and guiding the selection of the vendors with which the agency will negotiate must be specified.

**7.3.3.4**

LWDD shall evaluate replies against all evaluation criteria set forth in the invitation to negotiate in order to establish a competitive range of replies reasonably susceptible of award. LWDD may select one or more vendors within the competitive range with which to commence negotiations. After negotiations are conducted, LWDD shall award the contract to the responsible and responsive vendor that LWDD determines will provide the best value to LWDD, based on the selection criteria.

**7.3.3.5**

The contract file for a vendor selected through an invitation to negotiate must contain a short plain statement that explains the basis for the selection of the vendor and that sets forth the vendor's deliverables and price, pursuant to the contract, along with an explanation of how these deliverables and price provide the best value to LWDD.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 7: Procurement of Personal Property and Services**

**7.3.4 Pre-Bid, Pre-Proposal and Pre-Negotiation Conference**

Prior to the time for receipt of bids, proposals, or replies, LWDD may conduct a conference or written question and answer period for purposes of assuring the vendor's full understanding of the solicitation requirements. The vendors shall be accorded fair and equal treatment.

**7.3.5 Board Appointed Selection Committee**

**7.3.5.1**

The Board shall select the necessary individuals to serve on the Selection Committee (Committee) to assist in the selection of the vendor to provide commodities or contractual services.

**7.3.5.2**

Meetings of the Committee shall be publicly noticed. Minutes shall be kept of all such meetings and the meetings will be open to the public.

**7.3.5.3**

At the first meeting of the Committee, a chairperson shall be selected or determined.

**7.3.5.4**

For a contract in excess of \$195,000, LWDD shall appoint:

(a) At least three persons to evaluate proposals and replies who collectively have experience and knowledge in the program areas and service requirements for which commodities or contractual services are sought.

(b) At least three persons who conduct negotiations during a competitive sealed reply procurement who collectively have experience and knowledge in negotiating contracts, contract procurement, and the program areas and service requirements for which commodities or contractual services are sought. When the value of a contract is in excess of \$1 million in any fiscal year, at least one of the persons conducting negotiations must be certified as a contract negotiator based upon rules adopted by the Department in order to ensure that certified contract negotiators are knowledgeable about effective negotiation strategies, capable of successfully implementing those strategies, and involved appropriately in the procurement process. At a minimum, the rules must address the qualifications required for certification, the method of certification, and the procedure for involving the certified negotiator. If the value of a contract is in excess of \$10 million in any fiscal year, at least one of the persons conducting negotiations must be a Project Management Professional, as certified by the Project Management Institute.

**7.3.6 Exception to the Competitive Solicitation Process**

When the purchase price of commodities or contractual services exceeds \$35,000, no purchase of commodities or contractual services may be made without receiving competitive sealed bids, competitive sealed proposals, or competitive sealed replies unless:

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 7: Procurement of Personal Property and Services**

**7.3.6.1 - Emergency**

LWDD determines in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to LWDD requires emergency action. After LWDD makes such a written determination, LWDD may proceed with the procurement of commodities or contractual services necessitated by the immediate danger, without receiving competitive sealed bids, competitive sealed proposals, or competitive sealed replies. However, such emergency procurement shall be made by obtaining pricing information from at least two prospective vendors, which must be retained in the contract file, unless LWDD determines in writing that the time required to obtain pricing information will increase the immediate danger to the public health, safety, or welfare or other substantial loss to LWDD. LWDD shall furnish copies of all written determinations certified under oath and any other documents relating to the emergency action to the Department. A copy of the statement shall be furnished to the Chief Financial Officer of the State of Florida with the voucher authorizing payment. The individual purchase of personal clothing, shelter, or supplies which are needed on an emergency basis to avoid institutionalization or placement in a more restrictive setting is an emergency for the purposes of this paragraph, and the filing with the Department of such statement is not required in such circumstances. In the case of the emergency purchase of insurance, the period of coverage of such insurance shall not exceed a period of 30 days, and all such emergency purchases shall be reported to the Department.

**7.3.6.2 - State Term Contract**

The purchase is made by LWDD from a state term contract procured, pursuant to this chapter by the Department or by LWDD, after receiving approval from the Department, from a contract procured, pursuant to **Section 7.3** herein, by another agency.

**7.3.6.3 - Single Source**

Commodities or contractual services available only from a single source may be excepted from the competitive-solicitation requirements. When LWDD believes that commodities or contractual services are available only from a single source, LWDD shall electronically post a description of the commodities or contractual services sought for a period of at least 7 business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If it is determined in writing by LWDD, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, LWDD shall:

**7.3.6.3.1**

Provide notice of its intended decision to enter a single-source purchase contract in the manner specified in Florida Statutes,

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 7: Procurement of Personal Property and Services**

Section 120.57(3), if the amount of the contract does not exceed \$195,000.

**7.3.6.3.2**

Request approval from the Department for the single-source purchase, if the amount of the contract exceeds \$195,000. LWDD shall initiate its request for approval in a form prescribed by the Department, which request may be electronically transmitted. The failure of the Department to approve or disapprove LWDD's request for approval within 21 days after receiving such request shall constitute prior approval of the Department. If the Department approves LWDD's request, LWDD shall provide notice of its intended decision to enter a single-source contract in the manner specified in Florida Statutes, Section 120.57(3).

**7.3.6.4 - Insurance by Negotiation**

When it is in the best interest of LWDD, the secretary of the Department or his or her designee may authorize the purchase of insurance by negotiation, but such purchase shall be made only under conditions most favorable to the public interest.

**7.3.7**

If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, LWDD may negotiate on the best terms and conditions. LWDD shall document the reasons that such action is in the best interest of LWDD in lieu of resoliciting competitive sealed bids, proposals, or replies. LWDD shall report all such actions to the Department on a quarterly basis, in a manner and form prescribed by the Department.

**7.3.8**

Upon issuance of any solicitation, LWDD shall, upon request by the Department, forward to the Department one copy of each solicitation for all commodity and contractual services purchases in excess of \$35,000. LWDD shall also, upon request, furnish a copy of all competitive-solicitation tabulations. The Department's Office of Supplier Diversity may also request from LWDD any information submitted to the Department pursuant to Florida Statutes, Section 287.057(6).

**7.3.9 Minority Business Enterprises**

**7.3.9.1**

In order to strive to meet the minority business enterprise procurement goals set forth in Florida Statutes, Section 287.09451, LWDD may reserve any contract for competitive solicitation only among certified minority business enterprises. LWDD shall review all its contracts each fiscal year and shall determine which contracts may be reserved for solicitation only among certified minority business enterprises. This reservation may only be used when it is determined, by reasonable and objective means, before the solicitation that there are capable, qualified certified minority business enterprises available

# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## Chapter 7: Procurement of Personal Property and Services

to submit a bid, proposal, or reply on a contract to provide for effective competition. The Department's Office of Supplier Diversity shall consult with any agency in reaching such determination when deemed appropriate.

### **7.3.9.2**

Before a contract may be reserved for solicitation only among certified minority business enterprises, LWDD must find that such a reservation is in the best interests of LWDD. All determinations shall be subject to Florida Statutes, Section 287.09451(5). Once a decision has been made to reserve a contract, but before sealed bids, proposals, or replies are requested, LWDD shall estimate what it expects the amount of the contract to be, based on the nature of the services or commodities involved and their value under prevailing market conditions. If all the sealed bids, proposals, or replies received are over the estimate, LWDD may reject the bids, proposals, or replies and request new ones from certified minority business enterprises, or LWDD may reject the bids, proposals, or replies and reopen the bidding to all eligible vendors.

### **7.3.9.3**

LWDD shall consider the use of price preferences of up to 10 percent, weighted preference formulas, or other preferences for vendors as determined appropriate pursuant to guidelines established in accordance with Florida Statutes, Section 287.09451(4) to increase the participation of minority business enterprises.

### **7.3.9.4**

LWDD shall avoid any undue concentration of contracts or purchases in categories of commodities or contractual services in order to meet the minority business enterprise purchasing goals in Florida Statutes, Section 287.09451.

### **7.3.10**

LWDD may reserve any contract for competitive solicitation only among vendors who agree to use certified minority business enterprises as subcontractors or subvendors. The percentage of funds, in terms of gross contract amount and revenues, which must be expended with the certified minority business enterprise subcontractors and subvendors shall be determined by LWDD before such contracts may be reserved. In order to bid on a contract so reserved, the vendor shall identify those certified minority business enterprises which will be utilized as subcontractors or subvendors by sworn statement. At the time of performance or project completion, the contractor shall report by sworn statement the payments and completion of work for all certified minority business enterprises used in the contract.

### **7.3.11**

LWDD shall not divide the solicitation of commodities or contractual services so as to avoid the requirements of **Section 7.3** herein.



**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 7: Procurement of Personal Property and Services**

**7.3.12**

A contract for commodities or contractual services may be awarded without competition if state or federal law prescribes with whom LWDD must contract or if the rate of payment is established during the appropriations process.

**7.3.13**

If two equal responses to a solicitation or a request for quote are received and one response is from a certified minority business enterprise, LWDD shall enter into a contract with the certified minority business enterprise.

**7.3.14**

Extension of a contract for contractual services shall be in writing for a period not to exceed 6 months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the contractor.

**7.3.15**

Contracts for commodities or contractual services may be renewed for a period that may not exceed 3 years or the term of the original contract, whichever period is longer. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. If the commodity or contractual service is purchased as a result of the solicitation of bids, proposals, or replies, the price of the commodity or contractual service to be renewed shall be specified in the bid, proposal, or reply. A renewal contract may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by LWDD and subject to the availability of funds. Exceptional purchase contracts pursuant to **Sections 7.3.6.1 and 7.3.6.3** herein may not be renewed. With the exception of **Section 7.3.14** above, if a contract amendment results in a longer contract term or increased payments, a state agency may not renew or amend a contract for the outsourcing of a service or activity that has an original term value exceeding the sum of \$10 million before submitting a written report concerning contract performance to the Governor, the President of the Senate, and the Speaker of the House of Representatives at least 90 days before execution of the renewal or amendment.

**7.3.16**

For each contractual services contract, LWDD shall designate an employee to function as contract manager who shall be responsible for enforcing performance of the contract terms and conditions and serve as a liaison with the contractor. Each contract manager who is responsible for contracts in excess of \$35,000 must attend training conducted by the Chief Financial Officer for accountability in contracts and grant management. The Chief Financial Officer shall establish and disseminate uniform procedures pursuant to Florida Statutes, Section 17.03(3) to ensure that contractual

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 7: Procurement of Personal Property and Services**

services have been rendered in accordance with the contract terms before the agency processes the invoice for payment. The procedures shall include, but need not be limited to, procedures for monitoring and documenting contractor performance, reviewing and documenting all deliverables for which payment is requested by vendors, and providing written certification by contract managers of LWDD's receipt of goods and services.

**7.3.17**

LWDD shall designate at least one employee who shall serve as a contract administrator responsible for maintaining a contract file and financial information on all contractual service contracts and who shall serve as a liaison with the contract managers and the Department.

**7.3.18 Conflicts**

(a) 1. LWDD must avoid, neutralize, or mitigate significant potential organizational conflicts of interest before a contract is awarded. If LWDD elects to mitigate the significant potential organizational conflict or conflicts of interest, an adequate mitigation plan, including organizational, physical, and electronic barriers, shall be developed.

2. If a conflict cannot be avoided or mitigated, LWDD may proceed with the contract award if LWDD certifies that the award is in the best interests of LWDD. LWDD must specify in writing the basis for the certification.

(b) 1. LWDD may not proceed with a contract award under subparagraph (a) 2. if a conflict of interest is based upon the vendor gaining an unfair competitive advantage.

2. An unfair competitive advantage exists when the vendor competing for the award of a contract obtained:

a. Access to information that is not available to the public and would assist the vendor in obtaining the contract; or

b. Source selection information that is relevant to the contract but is not available to all competitors and that would assist the vendor in obtaining the contract.

(c) A person who receives a contract that has not been procured pursuant to **Section 7.3** herein to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with LWDD.

**7.3.19**

LWDD shall establish a review and approval process for all contractual services contracts costing more than the threshold amount of \$65,000, which shall include, but not be limited to, program, financial, and legal review and approval. Such reviews and approvals shall be obtained before the contract is executed.

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Chapter 7: Procurement of Personal Property and Services**

**7.3.20**

In any procurement that costs more than \$35,000 and is accomplished without competition, the individuals taking part in the development or selection of criteria for evaluation, the evaluation process, and the award process shall attest in writing that they are independent of, and have no conflict of interest in, the entities evaluated and selected.

**7.3.21**

Nothing in this section shall affect the validity or effect of any contract in existence on October 1, 1990.

**7.3.22**

Each solicitation for the procurement of commodities or contractual services shall include the following provision: "Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following LWDD's posting of the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response."

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Index**

	<b>Chapter</b>	<b>Section</b>
Authority	6	6.2
Acquisition of Professional Architectural, Engineering, Landscape Architectural, or Surveying and Mapping Services: Consultants Competitive Negotiations Act (CCNA)	7	7.2
Board of Supervisors' Approvals	6	6.1
Bonds or Letters of Credit	3	3.2
Bridges	3	3.1
Chancery Case 407	5	5.1
Construction Dewatering	3	3.3
Consultant Competitive Negotiations	7	7.1
Conveyance of Right-of-Way to LWDD	5	5.7
Culvert Crossings	3	3.4
Development Review Process	5	5.2
Docks and Davits/Boat Lifts and Seawalls	3	3.6
Drainage Permit Criteria (Including Roadways & Pathways)	3	3.5
Dumping Violations	4	4.1
Fees	2	
Gates	3	3.7
Glossary (Located after Index in the manual)		
Identification and Sale of Transfer of Development Rights (TDRs)	5	5.10
Introduction	1	
Irrigation Connections	3	3.8
Monitoring Wells	3	3.12
No Wake Zones	4	4.3
Overhead Spraying (Irrigation)	4	4.4
Petition for Annexation within the Boundaries of LWDD	5	5.8
Piping of Canals	3	3.9
Procurement of Commodities or Contractual Services	7	7.3
Purchasing Category Thresholds	7	7.1
Release of Rights & Reservations	5	5.4
Right-of-Way Encroachments & Removal Process	4	4.2
Right-of-Way Requirements for Permit Issuance	5	5.9
Sale of LWDD's Interests in Real Estate	5	5.5
Signs	3	3.10
Spoil Material in Right-of-Way	4	4.5
Survey Requirements	5	5.6
Temporary Easement for Ingress/Egress	5	5.3
Tree Tags	4	4.6
Unauthorized Use of Right-of-Way as Access	4	4.9
Unsafe Bridges	4	4.7
Use of Other Public Entity Contract	7	7.3

**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Index**

	<b>Chapter</b>	<b>Section</b>
Use of Right-of-Way as Temporary Access	4	4.8
Utility Installations (Including Conditional Permits)	3	3.11
Vendors on Right-of-Way	4	4.10

# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## Glossary

**Agreement:** A written document that shows that LWDD has authorized the construction, installation or use of LWDD right(s)-of-way or facilities that are referenced in the agreement document. An agreement is not valid until the written agreement document is fully executed by all required parties (this includes notarization and recording if applicable to the type of agreement as required by LWDD). An agreement will typically include limiting terms and conditions that must be satisfied by the appropriate party.

**Applicant:** An individual, company, organization, agency or government entity that submits a permit application to LWDD.

**Authorized LWDD Personnel:** Any LWDD staff member, unless specifically stated.

**BCCSP:** Bituminous coated corrugated steel pipe.

**Board:** LWDD Board of Supervisors.

**Board Meeting:** A regularly scheduled monthly meeting of the LWDD Board of Supervisors to hear, discuss, and vote on requests from Petitioners and Staff, and to hear presentations of updates on LWDD business. These meetings are public and are to be advertised.

**Canal:** The entire canal right-of-way area including the channel and the dry ground areas adjacent to both sides of the channel.

**Canal Design Section:** The proposed ground surface running perpendicular to the channel, or flow of water in the channel, at a specific location along the channel. The canal design section is depicted vertically looking along the horizontal plane in a direction that is parallel to the channel. The canal design section shows all grade breaks of the proposed ground surface between the two established endpoints. The canal design section typically includes the dry ground areas adjacent to both sides of the channel, both channel side slopes and the channel bottom. The canal design section is established from design criteria for standard canals along with information relative to the specific location along the channel.

**Canal Maintenance Operations:** Maintenance work performed within LWDD canal right(s)-of-way upon a LWDD canal, including its channel bottom, channel side slopes, and canal maintenance areas adjacent to one or both sides of the channel, by LWDD employees and equipment (or persons and/or equipment contracted by LWDD) so that the LWDD canal operates as it was designed and constructed.

**CAP:** Corrugated aluminum pipe.

**Chancery Case 407:** The Chancery Court decree creating and incorporating the Lake Worth Drainage District on June 15, 1915. See the section on Chancery Case 407 in this Operating Policies Manual.

# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## Glossary

**Channel:** The area along the ground surface within the canal right-of-way between the two top-of-banks of the canal, including the side slopes and the channel bottom, which is used to convey water.

**Channel Bottom:** The area along the ground surface within the channel between the two toe-of-slopes of the channel, and is typically under water, that is the lowest point of the channel, and is basically level or flat.

**Channel Side Slope:** The ground area between the toe-of-slope at the channel bottom and the top-of-bank.

**Channel Side Slope (Bank) Stabilization:** A method used to stabilize the side slope(s) of the channel of a LWDD canal to help reduce the chances that the earth material within the side slope(s) will erode into the channel. Channel side slope stabilization can be accomplished using a number of different materials, such as, interconnected concrete block revetment mats, rock rubble riprap, and sodding material that has been pegged, or staked, onto the surface of the side slope(s) of the channel.

**Discharge:** Stormwater that flows from a stormwater management system into a LWDD canal. This can be direct or indirect discharge. Direct discharge flows from a stormwater management system directly into a LWDD canal. Indirect discharge flows from a stormwater management system through one or more other stormwater management systems, then into a LWDD canal.

**Discharge Control Structure:** Any one of a variety of structures, natural or man-made, that are used to control the amount, and level, of stormwater that is discharged into a LWDD canal.

**Dry Ground:** The area between the canal right-of-way line and the top-of-bank, which includes but is not limited to, the heavy canal maintenance berm or the light canal maintenance berm for a LWDD canal.

**Eligible Right-of-Way:** Existing Lake Worth Drainage District (LWDD) right-of-way interest(s), either fee simple ownership or easement, that has been requested to be purchased by an applicant or petitioner and determined by LWDD to exceed LWDD's minimum requirements for canal maintenance and operations.

**Emergency (Discharge) Control Structure:** A discharge control structure that has been designed and constructed so that it can temporarily be "opened" to allow more stormwater than authorized, under normal storm event conditions, to be discharged from a stormwater management system into a LWDD canal, for a very short period of time. The "opening" of an emergency (discharge) control structure is typically accomplished through a screw gate weir, and must be authorized by LWDD. The "opening" of an emergency

# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## Glossary

(discharge) control structure will typically be authorized by LWDD only for extreme storm event conditions, such as a tropical storm or a hurricane.

**Encroachment:** Any object, structural or non-structural, within existing LWDD right-of-way above, below or at ground level, that does not constitute a LWDD facility or a LWDD permitted facility (i.e. outfall pipe, endwall, etc.), including but not limited to, canal channels and maintenance berms, canal control structures, LWDD gates, staff gauges, etc. Encroachments may be permitted, licensed, authorized under agreements, or exist as unauthorized encroachments as described above.

**Existing Canal Cross Section:** The existing ground surface running perpendicular to the channel, or flow of water in the channel, at a specific location along the channel. The existing canal cross section is depicted vertically looking along the horizontal plane in a direction that is parallel to the channel. The existing canal cross section shows all grade breaks of the existing ground surface between the two established cross section endpoints. The existing canal cross section typically includes the dry ground areas adjacent to both sides of the channel, both channel side slopes and the channel bottom.

**Heavy Canal Maintenance Berm:** The area within existing or required LWDD canal right-of-way, and located adjacent to the channel of the canal, consisting of shallowly sloped (or flat) ground higher than the maintained water elevation of the canal, and upon which the larger LWDD maintenance vehicles can travel and operate safely to do the required maintenance of the canal.

**Light Canal Maintenance Berm:** The area within existing or required LWDD canal right-of-way, and located adjacent to the channel of the canal, consisting of shallowly sloped (or flat) ground higher than the maintained water elevation of the canal, and upon which the smaller LWDD maintenance vehicles can travel and operate safely to do the required maintenance of the canal.

**LWDD:** Lake Worth Drainage District.

**LWDD Existing Canal Right-of-Way:** The area to be used by LWDD personnel for canal maintenance and operations. This area may be made up solely, or by a combination of the following right-of-way interests: fee simple ownership, easement(s), indentures, or agreements.

**LWDD Required Canal Right-of-Way:** Areas that have been defined for possible canal maintenance and operation needs. The areas defined are in no way a complete inventory of required needs by LWDD, and should not be considered as such. The required canal right-of-way values and locations are preliminary only, actual canal right-of-way needs can only be determined by review of cross sections, received by LWDD, of the existing canal at the specific location(s).

**Maintenance Access:** The area that LWDD employees, other individuals authorized by LWDD, and any necessary equipment traverse to get from a public area, such as a road, to



**LAKE WORTH DRAINAGE DISTRICT  
OPERATING POLICIES**

**Glossary**

either the heavy canal maintenance berm or the light canal maintenance berm of a LWDD canal to perform maintenance operations to that canal.

**Major Canal:** A LWDD canal with a total of more than 80 feet of required right-of-way width (including both heavy and light canal maintenance berms).

**Major Permit Modification:** A modification to the original design that was previously authorized or permitted by LWDD, and which modification is determined by LWDD to be major in nature. A major modification, as determined by LWDD, is to be considered a new permit application to LWDD, and must meet all current permit application requirements, including fees.

**Master Drainage Plan:** If a project is to be permitted in phases, a master drainage plan showing all the individual phases for the project must be provided to LWDD. This master drainage plan is to be applied for and permitted separately from the phases. All canal work required by LWDD for the entire project must be addressed on the master drainage plan and each drainage phase plan, as they are submitted, that is immediately adjacent to a LWDD canal, is to also show the canal work that is required by LWDD for each adjacent canal.

**Minor Canal:** A LWDD canal with a total of 80 feet or less of required right-of-way width (including both heavy and light canal maintenance berms).

**Minor Permit Modification:** A modification to the original design that was previously authorized, or permitted, by LWDD, of which modification is determined by LWDD to be minor in nature. A minor modification, as determined by LWDD, will be addressed through the original permit.

**Parent Tract:** The original tract from which a parcel has been taken (a/k/a: tract with senior or stronger/superior rights).

**Permit:** A written document which shows that LWDD has authorized the construction, installation or use of LWDD right(s)-of-way or facilities that are referenced in the permit document. A permit is not valid and has not been issued until the written permit document is fully executed by all required parties (this includes notarization and recording if applicable to the type of permit as required by LWDD). A permit will typically include conditions that must be satisfied by the appropriate party.

**Permit Expiration:** When a permit expires, as determined by LWDD, a new permit application for the proposed design must be submitted to LWDD, along with all permit application requirements. The new permit application package must be approved before a new permit will be issued and the work authorized by LWDD.

**Permit Reissue:** A permit that is approaching its expiration date can be reissued by LWDD to provide a new expiration date, as long as the Permittee provides sufficient documentation to LWDD that the design that was previously permitted by LWDD has not

# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## Glossary

been modified, and as long as the required permit reissue fee has been submitted by the Permittee and received by LWDD.

**Permit Replacement:** An original permit document that was previously fully executed and issued, can be replaced for the Permittee, as long as the Permittee provides sufficient documentation to LWDD that the design that was previously authorized by LWDD has not been modified, and as long as the required permit replacement fee has been submitted by the Permittee and received by LWDD.

**Permittee:** An individual, company, organization, agency or government entity to whom or to which a LWDD permit has been issued. The individual or an authorized individual of the company, organization, agency or government entity must sign the LWDD permit. The permittee will be responsible to see that all applicable conditions of the permit are adequately fulfilled.

**Permitter:** LWDD.

**Petitioner:** An individual, company, organization, agency or government entity that submits a written request to appear before the LWDD Board.

**Private Crossing:** The entrance that crosses LWDD right-of-way to a single family home, duplex, triplex, quadruplex, residential community, one owner warehouse or a private agricultural property.

**Project Certification:** A written document prepared on an Engineering company's letterhead that includes a statement from a professional engineer licensed in the State of Florida that a completed project that was permitted by LWDD has been constructed in substantial compliance to the design plans that were approved and permitted by LWDD. This document must be signed and sealed by the professional engineer that is making the statement.

**Public Crossing:** The extension of a public right-of-way across LWDD right-of-way or the entrance to a public facility, such as a shopping center, public park, etc. that crosses LWDD right-of-way.

**Public Notice:** A notice to the public or persons, usually published in newspapers or posted on the LWDD website.

**RCP:** Reinforced concrete pipe.

**Record Drawings:** Drawings furnished to LWDD by an engineering company upon completion of a project that was permitted by LWDD that show the actual elevations, dimensions and/or other information required by LWDD of specific items as the items have been constructed. The minimum requirements for the record drawings depend upon the type of project that has been permitted, and will typically be specified in the permit. Record drawings must be signed and sealed by a professional engineer licensed in the State of

# LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

## Glossary

Florida that is employed by the engineering company that prepared the record drawings. Record Drawings may also be referred to as as-built drawings, as-built plans or just as-builts.

**Regulations:** Officially adopted LWDD Operating Policies and Board Resolutions

**Revetment:** The material used to stabilize the channel side slope of a LWDD canal to help reduce the possibility that earth material within the side slope(s) will erode into the channel. This material is typically interconnected concrete block mats, rock rubble riprap, or sodding with pegs (or stakes), and must be approved by LWDD before it is installed within LWDD right(s)-of-way.

**Staff:** LWDD employee(s).

**“Surplus” Right-of-Way Interest(s):** Eligible right-of-way that the LWDD Board has declared “surplus” to allow this right-of-way to be sold to an adjacent property owner at fair-market value.

**Toe-of-Slope:** The point along the ground surface at which the channel side slope and the channel bottom intersect, typically resulting in a distinct change in angle from a somewhat steep slope along the channel side slope to basically level, or flat, along the channel bottom.

**Top-of-Bank:** The point along the ground surface at which the dry ground of the canal intersects the channel side slope, typically resulting in a distinct change in angle from a shallow slope along the dry ground to a steeper slope along the channel side slope.