

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 invoiced by LWDD upon execution of the PPP License Agreement),

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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).

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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

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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)

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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)

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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

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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.

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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. _____.

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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.

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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.

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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-

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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 2nd 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, Florida Administrative Code, and Section 5.2 of the SOUTH

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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.

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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 (if applicable) to be included with a Permit Application
(Please check each item that is included with your 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) _____, 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

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 **Executive Director 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)