

LAKE WORTH DRAINAGE DISTRICT



LAKE WORTH DRAINAGE DISTRICT

RIGHT-OF-WAY OPERATING POLICIES EFFECTIVE DECEMBER 13, 2023

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Last Revised: 10/1/2021

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Last Revised: 10/1/2021

INTRODUCTION

The Lake Worth Drainage District (LWDD or District) is governed by a five-member Board of Supervisors who reside or own property within the boundary of the District. The Supervisors are elected to three-year terms by Landowners within the District.

This Right-of-Way Operating Policies Manual (Manual) sets forth standards for the use of LWDD Right-of-Way, as well as information regarding ownership interests and development review processes within the boundary of the LWDD.

All projects within LWDD boundaries, regardless of size or location, require review by LWDD. All plats located within LWDD's boundaries *must* be reviewed and approved by LWDD prior to recording.

Property owners who desire to connect to, place structures in or across, or make use of LWDD rights-of-way must obtain the appropriate permit from LWDD. An application for permit may be submitted through the [LWDD Citizen Portal – Online Permitting System](#) or by mailing the application package to LWDD at 13081 S Military Trail, Delray Beach, FL 33484.

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.

LWDD does not permit right-of-way uses not listed in the fee schedule shown in this Operating Policies manual (e.g., parallel fences, structures, landscaping, bike paths). Applicants requesting an alternative use or a use of the right-of-way other than the uses established in this Manual (variance) must submit an application, with applicable application fees, for staff review and consideration by the Board of Supervisors. Applicants must demonstrate a substantial hardship or a public purpose and must provide assurances that drainage works, and maintenance functions will not be harmed. If approved by the Board of Supervisors, applicable permit, and right-of-way usage (one-time and/or annual) fees will be applied and must be submitted prior to permit issuance. Application fees are non-refundable.

A petitioner/applicant always has the right to appear before the LWDD Board of Supervisors to present their request for the approval of issues that meet the requirements of this Manual.

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.

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.

The Lake Worth Drainage District (LWDD) Right-of-Way 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 on the footer of the applicable section(s) of the policies.

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.

Last Revised: 10/1/2021

1 GENERAL PROVISIONS

1.1 Definitions

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 irrigated 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.

Bulkhead: A wall or partition constructed along the side slope of a channel to hold back soil and reduce erosion.

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.

Canal Rehabilitation: Work performed on a District canal that may include removal of vegetative encroachments, removal of structural and non-structural encroachments, and earthwork to bring the existing canal section to the approved canal design section through realignment of the canal, dredging of the canal channel, and reshaping or reconstruction of the canal bank(s), along with any required channel side slope stabilization.

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.

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 is to be accomplished using either rock rubble riprap or sodding material that has been pegged, or staked, onto the surface of the side slope(s) of the channel, as approved by LWDD.

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.

Drainage Outfall Connection: That facility conveying stormwater from the internal stormwater management system to the LWDD canal beginning at and including the internal stormwater management system's discharge control structure and ending at the outfall within LWDD right-of-way. The drainage outfall connection facility includes but may not be limited to stormwater discharge control structures, swales, ditches, pipes, manholes, catchbasins, endwalls, canal berms, canal channel side slopes, and revetment for channel side slope stabilization.

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 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 (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.

EPA: Environmental Protection Agency

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.

FDEP: Florida Department of Environmental Protection

FDOT: Florida Department of Transportation

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 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 Extension: A permit that is approaching its expiration date can be extended 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 been modified, and as long as the required permit extension 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.

Right-of-Way: Right-of-Way shall mean a right-of-way, deed, plat, dedication, easement, or reservation owned by the District, dedicated to the District or the public, or for which the District holds a property interest and/or exercises rights of management or control.

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 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 rock rubble riprap and must be approved by LWDD before it is installed within LWDD right(s)-of-way.

SFWMD: South Florida Water Management District.

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.

USACE: United States Army Corps of Engineers.

Last Revised: 12/13/2023

1.2 Board of Supervisors

1.2.1 Board of Supervisors' Approval

1.2.1.A 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.

1.2.1.B 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.

1.2.1.C Time Limit Extensions

Specific Board approvals may be extended by the Executive Director 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.

1.2.1.D Board Agenda Items

Requests to be placed on the agenda of the monthly meeting of the Board of Supervisors must be submitted to 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.

1.2.1.D.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. Refer to Appendix C - [Request to Appear Before the LWDD Board of Supervisors](#).

1.2.1.D.2

Additional information requested by staff to adequately prepare the petition for presentation.

1.2.1.D.3

Any petitioner seeking to withdraw a request, which has been scheduled on a Board agenda, must make a formal written request for withdrawal.

1.2.1.D.4

Presentations for Board Agenda Items will be limited to five (5) minutes per person.

1.2.2 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 LWDD is available for public inspection at LWDD's office.

Last Revised: XX/XX/XXXX

1.3 Fees & Financial Assurance

1.3.1 Fee Guidance

Upon submittal of an application to LWDD, a Permit Coordinator will enter the fees due in the application record on the [LWDD Citizen Portal Online Permitting System](#). Payment can be made online using a credit card or by mailing a check to LWDD at 13081 S. Military Trail, Delray Beach, FL 33484. A Right-of-Way Permit will not be issued by LWDD until all permit application requirements, including all review comments, are addressed to LWDD's

satisfaction and the required application fee and one-time right-of-way usage or occupancy fees are received by LWDD.

For projects that require multiple Right-of-Way Permit types (e.g., Bridge, Drainage Outfall Connection, Sign, etc.), the Applicant can submit one application (Multiple ROW Uses) indicating each applicable permit type to be included in the application. Fee requirements will be based upon each Right-of-Way Permit type requested. If Multiple ROW Uses are requested in a single application, the fee requirement will be the total of all fees calculated for each permit type in the application. Payment submittals made by check must include a fee calculation sheet showing an itemization of the different fees paid pursuant to the individual fees shown in this fee schedule.

If partial payment is received with an application, the application will be reviewed to determine if appropriate fees were submitted. The LWDD Permit Coordinator will enter any additional or unpaid fees due in the application record on the LWDD Citizen Portal Online Permitting System. Permits will not be issued until all applicable fees are received by LWDD.

All application fees are non-refundable. In the event a permit application is denied, any usage fees paid will be refunded.

The LWDD may record a Notice of Permit with the Palm Beach County Clerk of Court for certain types of permits. In addition to application and usage fees, recording fees based upon current fees charged by the Palm Beach County Clerk of Court will be assessed and collected prior to permit issuance.

Permit fees will be doubled if improvements are constructed or installed without a permit or backfilled without inspection.

Examples of fee calculations for several different types of projects have been provided in Subsection 1.3.5 - [Fee Calculation Examples](#) of this manual.

Last Revised: 2/12/2020

1.3.2 Right-of-Way Permit Fee Schedule

Right-of-Way Permit Types	Permit Application Fee	One-Time Right-of-Way Usage or Occupancy Fee	Notes
Access Gate	\$610.00 each	Not Applicable	Access gates must be fabricated and installed according to LWDD approved plans and specifications. If the applicant requests, LWDD will supply the access gate and bollards, after the fee below is paid by the Applicant and the permit is issued. Access Gate (including bollards) \$ 2125.00 each The fees shown above for LWDD to supply the access gate and bollards includes all fees for LWDD to fabricate, deliver to the job site, and install the access gate and bollards as permitted. LWDD will not fabricate, deliver to the job site, or install any chain link fence material, even if permitted. Refer to Subsection 2.2.1 - Access Gate .
Bridge	\$0.25 per S.F. of bridge surface (min. \$300.00)	\$0.40 per S.F. of bridge surface (min. \$450.00)	Bridge surface includes the entire length of the bridge (including the length of approach slabs) multiplied by the entire bridge width. Refer to Subsection 2.2.2 - Bridge .
Bulkheads	\$10.00 per L.F. of bulkhead within canal right-of-way (min. \$500.00)	\$15.00 per L.F. of bulkhead within canal right-of-way (min. \$750.00)	Refer to Subsection 2.2.3 - Bulkheads .
Canal Rehabilitation	\$20.00 per L.F. of canal frontage (min. \$4000.00)	Not Applicable	Refer to Subsection 1.8 - Conditional Required Work within Canal Right-of-Way .
Culvert Crossing	\$9.00 per L.F. of culvert within canal right-of-way (min. \$300.00)	\$14.00 per L.F. of culvert within canal right-of-way (min. \$450.00)	Culverts 200 feet or longer (as measured along the channel) are considered to be piping of a LWDD canal and will require Board approval. Refer to Subsections 2.2.9 - Piping of Canal and 2.2.4 - Culvert Crossing .
Docks, Davits, & Boatlifts			
Docks	\$2.00 per S.F. of dock surface within canal right-of-way (min. \$300.00)	\$5.00 per S.F. of dock surface within canal right-of-way (min. \$450.00)	Dock permit application fees and one-time right-of-way usage or occupancy fees include fees to permit required erosion control such as a bulkhead or rock rubble riprap. Refer to Subsection 2.2.5 - Docks, Davits & Boatlifts .
Davits	\$300.00 per davit lift arm within canal right-of-way	\$450.00 per davit lift arm within canal right-of-way	Davit permit application fees and one-time right-of-way usage or occupancy fees include fees to permit required erosion control such as a bulkhead or rock rubble riprap. Refer to Subsection 2.2.5 - Docks, Davits & Boatlifts .
Boatlifts	\$2.00 per S.F. of boat lift platform horizontal area within canal right-of-way (min. \$300.00)	\$5.00 per S.F. of boat lift platform horizontal area within canal right-of-way (min. \$450.00)	Boat lift permit application fees and one-time right-of-way usage or occupancy fees include fees to permit required erosion control such as a bulkhead or rock rubble riprap. Refer to Subsection 2.2.5 - Docks, Davits & Boatlifts .

Right-of-Way Permit Types	Permit Application Fee	One-Time Right-of-Way Usage or Occupancy Fee	Notes
Drainage Connection.	\$500.00 per application	\$750.00 each	A drainage outfall connection is defined as that facility conveying stormwater from the internal stormwater management system to the LWDD canal beginning at and including the internal stormwater management system's discharge control structure and ending at the outfall within LWDD right-of-way. The drainage outfall connection facility includes but may not be limited to stormwater discharge control structures, swales, ditches, pipes, manholes, catchbasins, endwalls, canal berms, canal channel side slopes, and revetment for channel side slope stabilization. Refer to Subsection 2.2.6 – Drainage Connection .
Irrigation Connection	\$6.50 per L.F. of irrigation connection pipe and intake equipment within canal right-of-way (min. \$300.00)	\$10.00 per L.F. of irrigation connection pipe and intake equipment within canal right-of-way (min. \$450.00)	Refer to Subsection 2.2.7 - Irrigation Connection .
Monitoring Well	\$580.00 each	\$870.00 each (Not Applicable for U.S.G.S. Wells)	Refer to Subsection 2.2.8 - Monitoring Well .
Piping of Canal	\$9.00 per L.F. of piping (min. \$1,800.00)	\$20.00 per L.F. of piping (min. \$4,000.00)	LWDD will not consider approval to pipe a canal unless the applicant demonstrates a substantial hardship and provides reasonable assurances that drainage works and maintenance functions will not be harmed. All requests to pipe a LWDD canal require approval by the Board of Supervisors. Any pipe (culvert) 200 L.F. or longer installed parallel to, and within the channel of a LWDD canal shall pay an annual re-occurring right-of-way usage, or occupancy, fee of \$4.00 per L.F. for piping the LWDD canal channel. This annual re-occurring right-of-way usage, or occupancy, fee will be adjusted every five (5) years in accordance with the compounded Consumer Price Index (CPI). Any pipe less than 200 L.F. is considered a culvert crossing and will be subject to the appropriate culvert crossing fees. Refer to Subsection 2.2.9 - Piping of Canal .
Signs	\$610.00 each	\$915.00 each	Refer to Subsection 2.2.10 - Signs .
Temporary Access			
Temporary Access Construction	\$670.00 each	Not Applicable	Requests for an extension of temporary access will be considered a permit extension and permittees will be charged accordingly. Refer to Subsections 1.3.3 - General Permit Fees and 2.2.11 - Temporary Access .
Temporary Access Exotic/Nuisance Removal	\$100 each	Not Applicable	Refer to Subsection 2.2.11 - Temporary Access .

Right-of-Way Permit Types	Permit Application Fee	One-Time Right-of-Way Usage or Occupancy Fee	Notes
Utility Lines Running Parallel to Canal Channel (including Reclaimed (Re-Use) Water Lines)	\$2.00 per L.F. of utility line within canal right-of-way (min. \$300.00)	\$20.00 per L.F. of utility line within canal right-of-way (min. \$450.00)	<p>With the exception of reclaimed (re-use) water lines, each utility line installed within canal right-of-way and running parallel to the canal channel shall pay an annual re-occurring right-of-way usage, or occupancy, fee of \$4.00 per L.F. for the portion of the utility line is running parallel within the LWDD canal right-of-way. This annual re-occurring right-of-way usage, or occupancy, fee will be adjusted every five (5) years in accordance with the compounded Consumer Price Index (CPI).</p> <p>Two (2) utility lines running parallel, within the canal right-of-way, ten feet or less apart and constructed at the same time, will be considered as one line.</p> <p>Refer to Subsection 2.2.12 - Utility Installations.</p>
Utility Lines Running (Crossing) Perpendicular to Canal Channel			
Aerial Crossing (Pile Supported)	\$16.00 per L.F. of utility line within canal right-of-way (min. \$300.00)	\$24.00 per L.F. of utility line within canal right-of-way (min. \$450.00)	Refer to Subsection 2.2.12 - Utility Installations .
Attached-to-Bridge Crossing	\$8.50 per L.F. of utility line within canal right-of-way (min.\$300.00)	\$13.00 per L.F. of utility line within canal right-of-way (min. \$450.00)	
Pole-to-Pole Crossing	\$8.00 per L.F. of utility line within canal right-of-way (min. \$300.00)	\$12.00 per L.F. of utility line within canal right-of-way (min. \$450.00)	
Subaqueous Crossing (Directional Bore or Jack and Bore)	\$8.50 per L.F. of utility line within canal right-of-way (min.\$300.00)	\$13.00 per L.F. of utility line within canal right-of-way (min. \$450.00)	
Subaqueous Crossing – Open Channel (Dry Installation – Buried Under Bottom of Channel)	\$13.50 per L.F. of utility line within canal right-of-way (min.\$300.00)	\$21.00 per L.F. of utility line within canal right-of-way (min. \$450.00)	
Underground Crossing (Under or Over Existing Culvert)	\$8.00 per L.F. of utility line within canal right-of-way (min. \$300.00)	\$12.00 per L.F. of utility line within canal right-of-way (min. \$450.00)	
Utility Pole or Mastarm Installation	\$710.00 each pole or mastarm within canal right-of-way	\$1065.00 each pole or mastarm within canal right-of-way	<p>An annual re-occurring right-of-way usage or occupancy fee will be assessed in the amount of \$1,065.00 per pole if vacated utility poles are not removed from the LWDD canal right-of-way within one year following installation and construction completion of new poles. This annual re-occurring fee will be adjusted every five (5) years in accordance with the compounded Consumer Price Index (CPI). Refer to Subsection 2.2.12- Utility Installations.</p>

All Other Right-of-Way Authorizations
(Requests for all other right-of-way uses require Board approval)

Right-of-Way Permit Types	Permit Application Fee	One-Time Right-of-Way Usage or Occupancy Fee	Annual Re-Occurring Right-of-Way Usage or Occupancy Fee	Notes
Linear Uses	\$500.00 each	\$20.00 per L.F. (min \$1500.00)	\$4.00 per L.F. (min \$500.00)	LWDD does not permit right-of-way uses not listed in the fee schedule shown in this Operating Policies manual (e.g., parallel fences, structures, landscaping, bike paths). Applicants requesting an alternative use or a use of the right-of-way other than the uses established in this Operating Policies manual (variance) must submit an application, with applicable application fees, for staff review and consideration by the Board of Supervisors. The \$500.00 permit application fee is non-refundable and is required prior to requesting approval from the LWDD Board of Supervisors (Board) for uses of the right-of-way other than the uses established in this Operating Policies manual. The Applicants must demonstrate a substantial hardship or a public purpose and must provide assurances that drainage works, and maintenance functions will not be harmed. If approved by the Board of Supervisors, the Applicant shall pay the one-time right-of-way usage or occupancy fee and the annual re-occurring right-of-way usage, or occupancy, fee for that portion of the LWDD canal right-of-way being used or occupied, prior to permit issuance. The annual re-occurring right-of-way usage, or occupancy, fee will be adjusted every five (5) years in accordance with the compounded Consumer Price Index (CPI). In lieu of payment of the one-time right-of-way usage or occupancy fee, mitigation may be considered. The Applicant must demonstrate how this mitigation will benefit the mission of LWDD. Refer to subsection 2.2.13 – Other Permit Types .
Area Uses	\$500.00 each	\$5.00 per S.F. (min \$1500.00)	\$0.10 per S.F. (min \$500.00)	

Last Revised: 12/13/2023

1.3.3 General Permit Fees

Permit fees will be doubled if improvements are constructed or installed without a permit or backfilled without inspection.

General Fee Type	Fee		Notes
Minor Permit Modification(s)	\$ 300.00		Minor modifications and/or revisions made may be requested by the Applicant after the issuance of a Permit. Major modifications and/or revisions will be considered new permit applications and will be subject to the current fee schedule.
Permit Transfer to New Owner	\$ 300.00		Requests for permit transfer for change of property ownership or to transfer operation/management responsibilities must be submitted within 60 days of purchase of property by new owner or assumption of operation/management responsibilities to a new entity. A new application and applicable permit fees will be required beyond this timeframe.
Transfer to Operating Entity	\$ 300.00		Requests for permit conversion and transfer from construction phase to operation phase must be submitted within 60 days after LWDD has issued a Final Acceptance to the current property owner.
Permit Extension	\$ 300.00		Requests to extend a permit must be submitted prior to permit expiration; otherwise, permittee may be required to submit a new permit application subject to applicable permit fees.
Administrative Processing Fees	Clerical	\$ 35.00/hour	Permits requiring additional administrative work or legal review may be charged additional processing fees based upon the respective rates.
	Financial	\$ 55.00/hour	
	Legal Assistant	\$ 45.00/hour	
	Technical	\$ 65.00/hour	
	Attorney's Fees	\$ 225.00/hour	
Record Copy Fees	Photocopy Fees	\$ 0.15/one-sided 11" x 17" or smaller \$ 0.20/two-sided 11" x 17" or smaller	Requests for printed copies of permits, engineering plans or other associated correspondence will be subject to the respective charges.
	Engineering Plans - Black & White	\$ 1.00/copy one-sided larger than 11" x 17"	
	Engineering Plans - Color	\$ 5.00/copy one-sided larger than 11" x 17"	
	CD/DVD	\$ 10.00/disk	
Recording Fees	The LWDD may record a Notice of Permit with the Palm Beach County Clerk of Court for certain types of permits. In addition to the application and usage fees, recording fees based upon current fees charged by the Palm Beach County Clerk of Court will be assessed and collected prior to permit issuance.		

1.3.4 Other Fees

Fee Type	Fee		Notes
Quit Claim Deed for Release of LWDD interests in real estate	\$ 250.00 each		Additional fees, such as attorney's fees, recording fees, etc. may apply (refer to Subsection 1.3.3 - General Permit Fees). Also, fair-market value of right-of-way interests may apply. Refer to Subsections 4.1 - Chancery Case 407 and 4.5 - Sale of LWDD's Interests in Real Estate .
Quit Claim Deed for release of canal reservations	Less than 100 acres	\$ 250.00 each	Additional fees, such as attorney's fees, recording fees, etc. may apply (refer to Subsection 1.3.3 - General Permit Fees).
	100 to 217 acres	\$ 350.00 each	
	More than 217 acres	\$ 500.00 each	Refer to Subsection 4.4 - Release of Rights & Reservations .
Quit Claim Deed for release of oil/mineral reservations or release of exploration rights	Less than 10 acres	\$ 250.00 each	Additional fees, such as attorney's fees, recording fees, etc. may apply (refer to Subsection 1.3.3 - General Permit Fees).
	10 acres to 75 acres	\$ 350.00 each	
	More than 75 acres	\$ 500.00 each	Refer to Subsection 4.4 - Release of Rights & Reservations .
Agreement Reinstatement Fee or Agreement Extension Fee	The fee required to reinstate or extend agreements	\$1000.00 each	
Petition for Annexation	\$ 500.00/Petition		
Service Agreement	\$ 500.00/Agreement		In addition to the required recording fees and attorney's fees
Temporary Easements for Ingress/Egress	One-time processing fee	\$ 480.00 each	Refer to Subsection 4.3 - Temporary Easement for Ingress/Egress Requirements .
Recording fees for Permits, Agreements, Conveyance Documents, etc.	Current fees charged by the Palm Beach County Clerk of Court		

Last Revised: 2/12/2020

1.3.5 Fee Calculation Examples

Example 1

Stormwater Management System with One (1) Drainage Outfall Connection and One (1) 112-Foot Culvert Crossing

Project Description: An application is received requesting a right-of-way permit for one (1) drainage outfall connection within LWDD right-of-way from an internal stormwater management system. In addition, a 112-foot culvert crossing of a LWDD canal is proposed. One application may be submitted noting both items (drainage outfall connection and culvert crossing), but fees associated with each item must be submitted and itemized by the applicant.

Right-of-Way Permit Fee Calculation:

One (1) Drainage Outfall Connection into LWDD Right-of-Way

Permit Application Fee	=	\$ 500.00
@ \$500.00 per connection		

One-time Right-of-Way Usage or Occupancy Fee	=	\$ 750.00
@ \$750.00 per connection		

AND

112-ft Culvert Crossing of a LWDD Canal

Permit Application Fee	=	\$ 1,008.00
@ \$9.00 per L.F.		

One-time Right-of-Way Usage or Occupancy Fee	=	\$ 1,568.00
@ \$14.00 per L.F.		

TOTAL RIGHT-OF-WAY PERMIT FEE	=	\$ 3,826.00
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Example 2

Parallel Utility Line and Poles

Project Description: A 1200 linear foot electric distribution line running parallel within the LWDD right-of-way using 24 poles (poles are also in the LWDD right-of-way).

Right-of-Way Permit Fee Calculation:

1200 L.F. of Parallel Utility Line Installation within LWDD Right-of-Way

Permit Application Fee @ \$2.00 per L.F.	=	\$ 2,400.00*
One-time Right-of-Way Usage or Occupancy Fee @ \$20.00 per L.F.	=	\$24,000.00*

AND

Twenty-four (24) Utility Poles Running Parallel within LWDD Right-of-Way

Permit Application Fee @ \$710.00 per pole	=	\$17,040.00
One-time Right-of-Way Usage or Occupancy Fee @ \$1065.00 per pole	=	\$25,560.00

TOTAL RIGHT-OF-WAY PERMIT FEE	=	\$69,000.00
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PLUS

***ANNUAL RIGHT-OF-WAY USAGE FEE**

(To be paid annually on the anniversary of the date of permit issuance beginning one year after the date of permit issuance and each year thereafter)

*Annual Right-of-Way Usage or Occupancy Fee @ \$4.00 per L.F. for Parallel Utility Lines	=	\$ 4,800.00
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This annual usage fee is to be adjusted every five (5) years using the compounded Consumer Price Index (CPI).

Example 3

Roadway with Multiple Seven (7) Drainage Outfall Connection and Nine (9) 120 Foot Culvert Crossings

Project Description: A new five-mile roadway project with seven (7) drainage outfall connections and culvert crossings of nine (9) LWDD canals. The crossings consist of culverts each measuring 120 L.F.

Right-of-Way Permit Fee Calculation:

Seven (7) Drainage Outfall Connections into LWDD Right-of-Way

Permit Application Fee		
@ \$500.00 per connection	=	\$ 3,500.00

One-time Right-of-Way Usage or Occupancy Fee		
@ \$750.00 per connection	=	\$ 5,250.00

AND

Nine (9) 120-ft Culvert Crossings of-LWDD Canals

Permit Application Fee		
@ \$9.00 per L.F.	=	\$ 9,720.00

One-time Right-of-Way Usage or Occupancy Fee		
@ \$14.00 per L.F.	=	\$15,120.00

TOTAL RIGHT-OF-WAY PERMIT FEE	=	\$33,590.00
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Example 4

Bridge Crossing LWDD Canal Right-of-Way

Project Description: A new bridge crossing LWDD canal right-of-way with a surface area of 6,440 S.F. (56 feet wide total bridge cross section by 115 feet long within LWDD right-of-way, including approach slabs and any portion of road within LWDD right-of-way).

Right-of-Way Permit Fee Calculation:

Bridge Crossing LWDD Canal Right-of-Way

Permit Application Fee @ \$0.25 per S.F.	=	\$ 1,610.00
One-time Right-of-Way Usage or Occupancy Fee @ \$0.40 per S.F.	=	\$ 2,576.00
TOTAL RIGHT-OF-WAY PERMIT FEE	=	\$ 4,186.00

Last Revised: 2/12/2020

1.3.6 Bonds or Letters of Credit

1.3.6.A 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.

1.3.6.B Bonds and Letters of Credit

1.3.6.B.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. Refer to Appendix O - [Irrevocable Letter of Credit](#).

Bonds shall be submitted to LWDD on standard insurance approved performance obligation type bonds. Bonds must be signed by authorized agents. Refer to Appendix M - [Performance Bond](#).

1.3.6.B.2

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

1.3.6.C 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.

Last Revised: XX/XX/XXXX

1.4 Pre-application/Pre-development Consideration

Applicants are strongly encouraged to schedule a meeting with LWDD staff prior to submitting an application for permit, initiating development review or ownership interest supporting documents.

Last Revised: XX/XX/XXXX

1.5 Survey Requirements

It is strongly recommended that prior to a Boundary 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.

1.5.1 Boundary Survey

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 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 Boundary Survey. The survey must be finalized or updated no earlier than six (6) months prior to being received by LWDD.

1.5.2 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.
- (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).

1.5.3 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 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. For a sample canal cross-section, refer to Appendix M - [Sample Canal Cross-Section](#).

1.5.4 Vertical Datum

Plans submitted to LWDD must clearly depict the vertical datum being used for the elevations shown on the plans. Since the LWDD stormwater conveyance system is based upon the National Geodetic Vertical Datum of 1929 (NGVD 29), if the elevations shown on the submitted plans are based upon the North American Vertical Datum of 1988 (NAVD 88), a conversion factor between the NAVD 88 vertical datum and the NGVD 29 vertical datum must be clearly shown on the plans.

Last Revised: XX/XX/XXXX

1.6 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. Refer to Appendix P - [Sample Certification of Title](#).

Last Revised: XX/XX/XXXX

1.7 Minimum Maintenance Access Requirements

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

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.

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.

Last Revised: XX/XX/XXXX

1.8 Conditional Required Work within Canal Right-of-Way

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.

Canal rehabilitation work may be required for projects that are proposed on properties that are either immediately adjacent to, crossing or hydraulically connected to a LWDD canal. Required canal rehabilitation work may include removal of vegetative encroachments, removal of structural and non-structural encroachments, and earthwork to bring the existing canal section to the approved canal design section through realignment of the canal, dredging of the canal channel,

and reshaping or reconstruction of the canal bank(s), along with any required channel side slope stabilization. On a case-by-case situation and depending upon the condition of the existing canal, in lieu of canal rehabilitation work LWDD may allow the applicant to remit a canal rehabilitation fee based upon the linear-foot of canal that the project fronts.

Projects that may be conditioned to do canal work or canal rehabilitation work are projects that propose to make improvements to the adjacent property and which improvements may directly affect the facilities of LWDD and projects that are proposing improvements within LWDD rights-of-way such as drainage outfall connections, culvert crossings, bridges, utility installations, etc.

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 4: [RIGHT-OF-WAY OWNERSHIP & INTERESTS](#).

Engineering and permitting requirements can be found in CHAPTER 2: [PERMITTING PROGRAM: ENGINEERING & PERMITTING REQUIREMENTS](#).

Last Revised: 10/17/2018

1.9 Construction Dewatering

Discharge to the canal shall be designed to prevent shoaling and turbidity, and the quality of the discharge water shall meet Florida Department of Environmental Protection standards. Bank slopes (channel side slopes) shall not be compromised, and 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.

Proof of a permit or written approval from South Florida Water Management District and any other applicable governmental agency shall be furnished to LWDD staff prior to commencement of the dewatering operation, and a field meeting shall be held with LWDD inspection staff prior to dewatering activity.

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

Refer to Subsection 1.8 – [Conditional Required Work within Canal Right-of-Way](#) for additional information.

Last Revised: 10/1/2021

1.10 Denial

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.

Last Revised: XX/XX/XXXX

2 PERMITTING PROGRAM: ENGINEERING & PERMITTING REQUIREMENTS

2.1 General Permit Conditions

All permits issued by Lake Worth Drainage District (LWDD) are subject to the following General Permit Conditions. The following general permit conditions shall be incorporated within any permit issued by LWDD. Conditions may be expressly waived as necessary or determined to be in the best interest of LWDD. Special conditions specific to the permit use type shall also be incorporated into the issued permit. With submission of a permit application, applicants certify they understand and agree to comply with the general conditions provided herein, unless expressly waived by the LWDD.

- (1) All structures and/or works located on LWDD rights-of-way constructed by permittee shall remain the property of the permittee, who shall be solely responsible for ensuring that such structures and other uses remain in good and safe condition. It is left to the sole discretion of LWDD to determine whether or not the facilities are being properly maintained. Permittees are advised that other federal, state and local safety standards may govern the occupancy and use of the LWDD's rights-of-way. The LWDD assumes no duty with regard to ensuring that such uses are so maintained and assumes no liability with regard to injuries caused to others by any such failure.
- (2) Permittee solely acknowledges and accepts the duty and all associated responsibilities to incorporate safety features, which meet applicable engineering practice and industry standards, into the design, construction, operation and continued maintenance of the permitted facilities/authorized use. This duty shall include, but not be limited to, permittee's consideration of LWDD's regulation and fluctuation, without notice, of water levels in canals and works, as well as the permittee's consideration of upgrades and modifications to the Permitted facilities/authorized use which may be necessary to meet any future changes to applicable engineering practice and accepted industry standards. Permittee acknowledges that LWDD's review and issuance of this permit, including, but not limited to, any field inspections performed by LWDD, does not in any way consider or ensure that the permitted facilities/authorized use is planned, designed, engineered, constructed, or will be operated, maintained or modified so as to meet applicable engineering practice and accepted industry standards, or otherwise provide any safety protections. Permittee further acknowledges that any inquiries, discussions, or representations, whether verbal or written, by or with any LWDD staff or representative during the application review and permit issuance process, including, but not limited to, any field inspections, shall not in any way be relied upon by permittee as LWDD's assumption of any duty to incorporate safety features, as set forth above, and shall also not be relied upon by permittee in order to meet permittee's duty to incorporate safety features, as set forth above.
- (3) Permittee agrees to abide by all terms and conditions of this permit, including any representations made on the permit applications and related documents. Permittee agrees to pay all demolition, removal and restoration costs, investigative costs, court costs and reasonably attorney's fees, including appeals, resulting from any action taken by LWDD to obtain compliance with the conditions of the permit or removal of the permitted use. If legal action is taken by LWDD, "reasonable attorney's fees" is understood to mean the fair market value of the services provided, based upon what a private attorney would charge.

- (4) This permit does not create any vested rights, and except for governmental entities and utilities, is revocable at will upon 30 days prior written notice. LWDD reserves the right to amend the terms and conditions contained herein at any time and for any reason. Permittee bears all risk of loss as to monies expended in furtherance of the permitted use. Upon revocation, the permittee shall promptly modify, relocate or remove the permitted use and properly restore the right-of-way to the LWDD's satisfaction. In the event of failure to so comply within the specified time frame, LWDD may remove the permitted use and permittee shall be responsible for all removal and restoration costs. In addition, the permittee agrees and acknowledges that any failure to comply constitutes a violation of section 298.66, Florida Statutes, and LWDD may pursue any and all remedies available under law.
- (5) This permit does not convey any property rights nor any rights or privileges other than those specified herein, and this permit shall not, in any way, be construed as an abandonment of any other such impairment or disposition of LWDD's property rights. The LWDD approves the permitted use only to the extent of its interest in the works of LWDD. 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 this permit. Permittee shall comply with any more stringent conditions or provisions which may be set forth in other required Permits or other authorizations. However, the LWDD, assumes no duty to ensure that any such authorizations have been obtained or to protect the legal rights of the underlying fee owner, in those instances where the LWDD owns less than fee.
- (6) Unless specifically prohibited or limited by statute, permittee agrees to indemnify, defend and save the LWDD (which used herein includes LWDD and its past, present and/or future employees, agents, representatives, officers and/or Board members and any of their successors and assigns) from and against any and all lawsuits, actions, claims, demands, losses, expenses, costs, attorney's fees, judgements and liabilities which arise from or may be related to the ownership, construction, maintenance or operation of the permitted use or the possession, utilization, maintenance, occupancy or ingress and egress of the LWDD's right-of-way which arise directly or indirectly and are caused in whole or in part by the acts, omissions or negligence of the permittee or of third parties. Permittee acknowledges that LWDD is exempt from liability for personal injury and damages that may occur as a result of permitted use or activity by virtue of Chapter 2009-258, Laws of Florida. Permittee agrees to provide legal counsel acceptable to the LWDD if requested for the defense of any such claims.
- (7) Permittee releases LWDD for any and all damages that may be caused by LWDD to the permitted use, while exercising its responsibilities and obligations of maintenance of its drainage system. The LWDD is not responsible for the repair of or claims of damage to any facilities and uses which may incur damage resulting from water fluctuations or flows, or by the use of LWDD's rights-of-way by LWDD or a third party. Improvements placed within the right-of-way are done so at the sole risk of the owner/permittee.
- (8) The LWDD is not responsible for any personal injury or property damage which may directly or indirectly result from the use of water from the LWDD canals or any activities which may include use of contact with water from LWDD canals, since LWDD periodically sprays its canals and/or rights-of-way for aquatic weed control purposes and uses substances which may be harmful to human health or plant life.

- (9) The LWDD does not waive sovereign immunity, per section 768.28, Florida Statutes.
- (10) As specified by LWDD, permittee shall maintain insurance coverage to the required amounts and limits throughout the duration of the permit.
- (11) 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: a) discharging of debris or aquatic weeds into the works of LWDD; b) causing erosion or shoaling within the works of LWDD; c) planting trees or shrubs or erecting structures which limit or prohibit access by LWDD equipment and vehicles, except as authorized by the permit; d) leaving construction or other debris on the LWDD right-of-way or waterway; e) damaging LWDD berms and levees; f) removing of LWDD owned spoil material; g) removing or damaging LWDD locks, gates, and fencing; h) opening of LWDD rights-of-way to unauthorized vehicular access; or i) running or allowing livestock on the LWDD rights-of-way.
- (12) Permittee shall allow all LWDD staff the right to inspect the permitted use at any reasonable time.
- (13) Permittee shall allow, without charge or any interference, the LWDD, its employees, agents, and contractors, to utilize the permitted facilities before, during and after construction for the purpose of conducting LWDD's routine and emergency, canal operation, maintenance, and construction activities. To the extent there is a conflicting use, the LWDD's use shall have priority over the permittee's use.
- (14) This permit is non-exclusive and revocable. Permittee shall not interfere with any other existing or future permitted uses or facilities authorized by the LWDD.
- (15) If the use involves the construction of facilities for a non-exempt water withdrawal or surface water discharge, the permittee must apply for and obtain the appropriate water management permit before or concurrently with any activities which may be conducted pursuant to this permit.
- (16) Permittee authorizes the LWDD to record the permit through filing the appropriate notice in the public records of Palm Beach County. Governmental entities and utilities are not subject to this provision.
- (17) Permittee shall be responsible for the repair or replacement of any existing facilities located within the LWDD right-of-way which are damaged as a result of construction or maintenance of the authorized facility.
- (18) If determined that the permitted use interferes with LWDD's canal maintenance, operations or rehabilitation efforts, permittee agrees that all or part of the permitted use must be removed and/or reconstructed at permittees expense.
- (19) The Permittee, assigns or successors in title shall operate and maintain the permitted facilities in perpetuity, and shall be responsible for removal of all facilities and restoration of LWDD's right-of-way if the permit is not transferred. Permittee shall provide prior written notice to their successors in title of the permit and its terms and conditions. As the LWDD has no control over the sale or transfer of real or personal property, it is the sole obligation

of a permittee to disclose the existence of an LWDD right-of-way permit, its terms and conditions to prospective purchasers.

- (20) Permittee agrees that the transfer of any rights, title or interests of the property or facility ownership referenced in this permit herein shall require a transfer of permit. Within thirty (30) days of any transfer of interest or control of the subject property, the permittee must notify the LWDD in writing of the property transfer. Notification of the transfer does not by itself constitute a permit transfer. All successors and assigns shall be required to apply for a transfer of permit with LWDD within 60 days of obtaining property or facility. LWDD shall have the right to approve in writing the successors and assigns of transfer of any rights or conditions contained in this permit, which approval shall not be unreasonably withheld. Failure to submit a transfer of permit shall be considered a default of the terms and conditions of this permit and LWDD shall have the right to terminate this permit upon 10 days written notice to permittee. Failure to timely transfer the permit will necessitate Permittee, assigns or successors in title to remove all of the facilities and restore LWDD's right-of-way.
- (21) This permit is issued by the LWDD as a license to use or occupy LWDD works or lands. It does not create any right of entitlement, either legal or equitable, to the continued use of the LWDD works or lands. Since this permit conveys no right to the continued use of the works or lands, the LWDD is under no obligation to transfer this permit to any subsequent owner. By acceptance of this permit, the permittee expressly acknowledges that the permittee bears all risks of loss as a result of the revocation of this permit. The permittee, assigns or successors shall be responsible for removal of all facilities and restoration of LWDD's right-of-way if the permit is not transferred.
- (22) Permittee agrees that no other encroachments and/or facilities shall be located within the right-of-way without prior authorization from LWDD.
- (23) It shall be the responsibility of the permittee to locate and protect the underground facilities of the LWDD or those of others prior to and during construction.
- (24) Permittee shall take the necessary precautions to prevent turbidity and/or silting upstream or downstream during construction.
- (25) All unpermitted facilities installed prior to or during construction must be removed prior to the project's final approval.
- (26) The permittee must make a copy of this permit available and/or post at the job site prior to and during any construction. Failure to comply may result in suspension of construction.
- (27) Permittee agrees that significant construction shall commence within one year and construction be completed within two (2) years from the date of permit issuance, or the permit may terminate, and a new permit application must be submitted. The new application must meet current operating policies including current applicable fees. Prior to the expiration date, the permittee may submit a request in writing for an extension of time to commence or complete construction.

- (28) Permittee or permittee's representative shall notify the LWDD construction inspector at least forty-eight (48) hours prior to any work to be undertaken within LWDD rights-of-way. All underground installations must be inspected prior to backfilling.
- (29) No dewatering into LWDD canals is authorized until written notification of approval from South Florida Water Management District has been submitted to LWDD.
- (30) Any non-compliance by the permittee of any condition listed herein will result in the termination of this permit, removal of permitted uses or facilities at the permittees expense, and/or LWDD requesting other jurisdictional agencies to withhold their final approvals.
- (31) Permittee shall submit record drawings within sixty (60) days of project completion. Drawings shall be signed and sealed by a Florida Professional Engineer and shall include sufficient information to show that the permitted facilities have been installed or constructed in substantial compliance with the plans and design approved by the LWDD. All elevations shall be referenced to N.G.V.D. 1929 (adjusted). In lieu of signed and sealed record drawings, utility cable companies may submit, within sixty (60) days of project completion, a project certification stating that the permitted facilities have been installed or constructed in substantial compliance with the plans and design approved by the LWDD. Failure of the Permittee to provide these drawings or certification within the time specified may result in LWDD revoking this permit and requesting that all jurisdictional agencies withhold their final approval until the drawings are received and approved by LWDD.
- (32) Special Conditions that are specific to the project site and right-of-way usage shall be incorporated into this permit as may be necessary in the best interest of the LWDD.

Last Revised: 08/17/2022

2.2 Permit Types and Requirements

2.2.1 Access Gate

2.2.1.A Engineering Requirements

2.2.1.A.1

Gates may only be permitted on canal maintenance berms (areas existing between the top of bank of the channel and the corresponding canal right-of-way line on either side of the channel) for either side of a road at locations where the road is crossing a LWDD canal. Each gate that is permitted must be installed perpendicular to the canal right-of-way.

2.2.1.A.2

Gates that are permitted by LWDD are to be installed a minimum of 50 feet outside the limits of the road right-of-way, as determined by LWDD. Any tie-in or barrier desired by the Applicant for security purposes must be outside of the canal right-of-way.

2.2.1.A.3

Gates shall provide a 14-foot-wide clear access when fully opened. Applicant will be responsible to provide one lock for each gate, and LWDD will provide any additional locks necessary to secure the gate. If the requested gate(s) is(are) approved and permitted by LWDD, the Applicant has the option to either supply fabricated gate(s) and required bollards to meet all specifications and materials shown on the Access Gate Details (refer to Appendix I - [Access Gate Details](#)), as prepared by LWDD and included in the Appendix of this Operating Policies Manual, or request LWDD to supply fabricated gate(s) and bollards. For either option, LWDD will install both gate(s) and bollards. If the Applicant is supplying the fabricated gate(s) and required bollards, the Applicant is responsible for the gate(s) and bollards to be delivered to the project site. In all cases, the Applicant must coordinate with LWDD for the installation and inspection by LWDD.

Applicant may install a chain link fence gate panel on the approved access gate(s). The chain link fence panel shall be the dimensions and constructed of the materials shown on the Access Gate Details (refer to Appendix I - [Access Gate Details](#)) and shall be mounted to the access gate using the chain link fence panel connection plates that are part of the access gate, as shown on the Access Gate Details. If so desired, Applicant may also install chain link fencing immediately behind the required bollards within the canal right-of-way outside the limits of the access gate. This chain link fence shall be six feet in height and shall be of No. 9 gage two-inch mesh zinc-coated steel wire fabric with schedule 40 galvanized steel pipe for fence posts. Barbed wire is not allowed on the access gate(s) or fencing within LWDD right of way.

LWDD will be responsible only for the maintenance and operation of the installed gate(s) and bollards. Applicant shall be responsible for the maintenance and operation of all chain link fencing.

As stated previously, LWDD will install the permitted gate(s) and bollards. Applicant will be responsible for the installation of any permitted chain link fencing material pursuant to the Access Gate Details in Appendix I - [Access Gate Details](#).

2.2.1.B Permitting Requirements

2.2.1.B.1

A permit may be issued for an access gate on LWDD right-of-way 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.

2.2.1.B.2

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.

2.2.1.B.3

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

2.2.1.B.4

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

2.2.1.B.5

Application fee(s) must be submitted prior to issuance of the permit. Fees for LWDD to supply gate(s) and bollards must be received prior to LWDD commencing fabrication of gate(s) and bollards. The schedule for LWDD to fabricate gate(s) and bollards is the sole discretion of LWDD pursuant to labor and material allocations and availability. Permit fees and associated costs to have LWDD supply access gate(s) and bollards are shown in the fee breakdown in Subsection 1.3 - [Fees & Financial Assurance](#). There is no charge for LWDD to install gate(s) and bollards.

2.2.1.B.6 Special Conditions

In addition to the General Conditions found in Subsection 2.1 - [General Permit Conditions](#), the following Special Conditions may be added to the permit. The following conditions are not totally inclusive. Additional Conditions may be required based upon the circumstances of the project. The Permittee is the Applicant subsequent to issuance of the Permit.

2.2.1.B.6.1

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

2.2.1.B.6.2

It is agreed that LWDD will be responsible only for the maintenance and operation of the installed gate(s) and bollards. Permittee shall be responsible for the maintenance and operation of all chain link fencing and chain link fencing materials. It is left to the sole discretion of LWDD to determine whether or not the gate(s) and fencing are being maintained in a good, safe condition.

2.2.1.B.6.3

In the event LWDD should determine that the chain link fencing is not being maintained in a good, safe condition, or LWDD requires the removal of the fencing for any reason, at the sole discretion of LWDD, the Permittee hereby agrees to remove, at the Permittee's expense all chain link fencing materials 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 from LWDD. In the event of the failure on the Permittee's part to remove the fencing 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 fencing be installed adjacent to common ground of a Homeowners' Association, said

fencing shall be subject to removal at the request of the Homeowners' Association.

2.2.1.B.6.4

This Permit is temporary and may be terminated by LWDD at any time. In the event LWDD terminates this permit, LWDD will remove the gate(s) and bollards, and the Permittee will be required to remove any chain link fencing material that was constructed with this Permit. The Permittee will be required to 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 chain link material 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), bollards and chain link material be installed adjacent to common ground of a Homeowners' Association, said gate(s), bollards and chain link material shall be subject to removal at the request of the Homeowners' Association. Permittee will be provided at least 30-days' notice of LWDD's intent.

2.2.1.B.6.5

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 Right-of-Way Permit and the usage of the LWDD right-of-way by the Permittee and the public.

2.2.1.B.6.6

Permittee agrees that the minimum width of the gate(s) to be installed must be fourteen (14) feet so as to allow LWDD ready access and use to its right-of-way. Further, Permittee is to provide one lock for each gate, and LWDD is to provide any additional locks necessary to secure the gate. However, access requires LWDD permission.

2.2.1.B.6.7

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

2.2.1.B.6.8

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

2.2.1.B.6.9

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

2.2.1.B.6.10

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

2.2.1.B.6.11

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.

2.2.1.B.6.12

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

2.2.1.B.6.13

Gates that are permitted by LWDD are to be installed a minimum of 50 feet outside the limits of the road right-of-way, or as determined by LWDD.

2.2.1.B.6.14

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

Last Revised: 3/15/2017

2.2.2 Bridge**2.2.2.A Engineering Requirements****2.2.2.A.1 Spans****2.2.2.A.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.

2.2.2.A.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).

2.2.2.A.1.3

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

2.2.2.A.1.4

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

2.2.2.A.1.5

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

Refer to Appendix F - [LWDD Resolution No. 87-4 \(Reasonable Number of Crossings\)](#).

2.2.2.A.2 Low Member

2.2.2.A.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.

2.2.2.A.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.

2.2.2.A.3 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.

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.

2.2.2.A.4 Maintenance Access

Refer to Subsection 1.7 - [Minimum Maintenance Access Requirements](#).

2.2.2.B Permitting Requirements

2.2.2.B.1 Canal Cross-Sections

Refer to Subsection 1.5.3 - [Canal Cross-Sections](#).

2.2.2.B.2 Special Conditions

In addition to the General Conditions found in Subsection 2.1 - [General Permit Conditions](#), the following Special Conditions may be added to the permit. The following conditions are not totally inclusive. Additional Conditions may be required based upon the circumstances of the project. The Permittee is the Applicant subsequent to issuance of the Permit.

2.2.2.B.2.1

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.

2.2.2.B.2.2

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.

2.2.2.B.2.3

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.

2.2.2.B.2.4

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

2.2.2.B.2.5

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.

2.2.2.B.2.6

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.

2.2.2.B.2.7

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

2.2.2.B.2.8

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.

2.2.2.B.2.9

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.

2.2.2.B.2.10

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.

2.2.2.B.2.11

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.

2.2.2.B.2.12

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

2.2.2.B.2.13

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.

2.2.2.B.2.14

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.

2.2.2.B.2.15

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

2.2.2.B.2.16

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.

2.2.2.B.3 Conditional Required Work within Canal Right-of-Way

Refer to Subsection 1.8 - [Conditional Required Work within Canal Right-of-Way](#).

Last Revised: XX/XX/XXXX

2.2.3 Bulkheads

2.2.3.A Permitting Requirements

2.2.3.A.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.

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

2.2.3.A.2

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

2.2.3.A.3

Applicant shall provide a survey of the property, showing the proposed location of the bulkhead in reference to the lot's property line and canal water's edge at maintained water elevation, as well as showing LWDD's right-of-way. The survey provided to LWDD is to be signed and sealed by a professional land surveyor licensed in the State of Florida.

2.2.3.A.4

Applicant shall provide drawing(s) and information showing the location and type of construction and materials to be used. Drawings and design information must be signed and sealed by a professional engineer licensed in the State of Florida. At a minimum the drawings are to show the depth of the bulkhead sheet pile penetration into the undisturbed ground of the canal (in feet). Refer to Appendix L - [Guidelines For Bulkheads](#).

2.2.3.A.5

Prior to permit issuance, residential Permittees must furnish to LWDD proof of liability insurance in the minimum amount of \$300,000.00 naming LWDD as a certificate holder or “additional interest.” Commercial Permittees must furnish to LWDD proof of liability insurance in the minimum amount of \$1,000,000 naming LWDD as “additional insured.” Such insurance policies shall be kept in full force and effect during the term of the permit authorizing the facility within LWDD right-of-way. The Permittee or its successors and/or assigns is responsible for all costs to provide this insurance. Proof of such coverage shall be provided to LWDD annually and as requested any time during the permit duration. 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.

2.2.3.A.6

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

2.2.3.A.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 to demonstrate that he/she is the current owner of the property.

2.2.3.A.8

Permit application fee and one-time right-of-way usage or occupancy fee must be submitted prior to permit issuance. Refer to Subsection 1.3 - [Fees & Financial Assurance](#).

2.2.3.A.9

To confirm structural stability of a permitted bulkhead, LWDD may at any time require the Permittee to obtain a structural inspection at the Permittee’s expense, from a licensed professional engineer registered in the State of Florida.

2.2.3.A.10

If the property on which the permitted bulkhead exists is sold, the new owner submits a request for permit transfer with applicable fees within 60 days of property purchase. Failure to request a permit transfer within the allowed time may result in the permit being revoked.

2.2.3.A.11

The Permittee will be required to provide record drawings certified by a licensed Florida professional engineer confirming that the facilities were 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 drawings are not provided within sixty (60) days from substantial completion, LWDD shall revoke permit and the facilities shall be removed at the owner’s expense.

2.2.3.A.12 Special Conditions

In addition to the General Conditions found in Subsection 2.1 - [General Permit Conditions](#), the following Special Conditions may be added to the permit. The following conditions are not totally inclusive. Additional Conditions may be required based upon the circumstances of the project. The Permittee is the Applicant subsequent to issuance of the Permit.

2.2.3.A.12.1

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

2.2.3.A.12.2

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.

2.2.3.A.12.3

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.

2.2.3.A.12.4

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 Right-of-Way Permit and the usage of the LWDD right-of-way by the Permittee and the public.

2.2.3.A.12.5

Prior to permit issuance, residential Permittees must furnish to LWDD proof of liability insurance in the minimum amount of \$300,000.00 naming LWDD as a certificate holder or "additional interest." Commercial Permittees must furnish to LWDD proof of liability insurance in the minimum amount of \$1,000,000 naming LWDD as "additional insured." Such insurance policies shall be kept in full force and effect during the term of the permit authorizing the facility within LWDD right-of-way. The Permittee or its successors and/or assigns is responsible for all costs to provide this insurance. Proof of such coverage shall be provided to LWDD annually and as requested any time during the permit duration. 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.

2.2.3.A.12.6

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

2.2.3.A.12.7

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

2.2.3.A.12.8

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

2.2.3.A.12.9

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

2.2.3.A.12.10

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.

2.2.3.A.12.11

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

2.2.3.A.12.12

The Permittee will be required to provide record drawings certified by a licensed Florida professional engineer confirming that the facilities were 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 drawings are not provided within sixty (60) days from substantial completion, LWDD shall revoke permit and the facilities shall be removed at the owner's expense.

2.2.3.A.13 Conditional Required Work within Canal Right-of-Way
Refer to Subsection 1.8 - [Conditional Required Work within Canal Right-of-Way](#).

Last Revised: 2/14/2018

2.2.4 Culvert Crossing

2.2.4.A Engineering Requirements

2.2.4.A.1 Culvert and End Treatment Specifications

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

2.2.4.A.2 Culvert and End Treatment Requirements

2.2.4.A.2.1 Culvert Material Requirements

Florida DOT Roads: Per FDOT specs

New County Roads: Per FDOT specs

County Road Replacements: BCCSP, CAP or RCP

Private Drives: BCCSP, CAP or RCP

Developers (new subdivision): RCP only

2.2.4.A.2.2 Culvert End Treatment Requirements

RCP: concrete endwall per FDOT Index

BCCSP: sand-cement riprap bag endwall or concrete endwall per FDOT Index

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.

2.2.4.A.3 Culvert Location within LWDD Right-of-Way

2.2.4.A.3.1

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

2.2.4.A.3.2

Invert Elevation: To be determined by LWDD.

2.2.4.A.3.3

Size: To be determined by LWDD.

2.2.4.A.3.4

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

Refer to Appendix F - [LWDD Resolution No. 87-4 \(Reasonable Number of Crossings\)](#).

2.2.4.A.3.5

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

2.2.4.A.4 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. Refer to Subsection 2.2.9 - [Piping of Canal](#).

2.2.4.A.5 Maintenance Access

Refer to Subsection 1.7 - [Minimum Maintenance Access Requirements](#).

2.2.4.B Permitting Requirements

2.2.4.B.1 Canal Cross-Sections

Refer to Subsection 1.5.3 - [Canal Cross-Sections](#).

2.2.4.B.2 Special Conditions

In addition to the General Conditions found in Subsection 2.1 - [General Permit Conditions](#), the following Special Conditions may be added to the permit. The following conditions are not totally inclusive. Additional Conditions may be required based upon the circumstances of the project. The Permittee is the Applicant subsequent to issuance of the Permit.

2.2.4.B.2.1

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.

2.2.4.B.2.2

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.

2.2.4.B.2.3

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.

2.2.4.B.2.4

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

2.2.4.B.2.5

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.

2.2.4.B.2.6

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.

2.2.4.B.2.7

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

2.2.4.B.2.8

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.

2.2.4.B.2.9

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.

2.2.4.B.2.10

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.

2.2.4.B.2.11

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.

2.2.4.B.2.12

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

2.2.4.B.2.13

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.

2.2.4.B.2.14

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.

2.2.4.B.2.15

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

2.2.4.B.2.16

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.

2.2.4.B.3 Conditional Required Work within Canal Right-of-Way
Refer to Subsection 1.8 - [Conditional Required Work within Canal Right-of-Way](#).

Last Revised: XX/XX/XXXX

2.2.5 Docks, Davits & Boatlifts**2.2.5.A Engineering Requirements****2.2.5.A.1**

Boathouses and floating docks are prohibited.

2.2.5.A.2

Docks are prohibited for multifamily structures such as townhomes, duplexes, villas, etc.

2.2.5.A.3

Only one dock, davit and/or boat lift is allowed per lot.

2.2.5.A.4

Docks are prohibited for lots that have less than seventy-five feet (75') of canal frontage.

2.2.5.A.5

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

2.2.5.A.6

Docks may 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.

2.2.5.A.7

The dock surface, including the surface of all appurtenant structures (boat lifts, davits, stairs/steps, etc.) shall not exceed a total horizontal area of 250 square feet. The total dock surface area is to include all portions of the dock and the areas between portions of the dock.

The dock, boat and appurtenant structures shall not exceed more than one-fourth ($\frac{1}{4}$) of the canal width, as measured from the edge of water at the maintained water elevation. In addition, the dock, boat and appurtenant structures 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, as measured along the water's edge at maintained water elevation. Any dock less than six feet (6') in width must include a handrail along the water's edge of the dock.

Refer to Appendix J - [Guidelines For Docks](#) and Appendix L - [Guidelines For Bulkheads](#).

2.2.5.A.8

Docks must be centered within the lot's canal frontage. If the dock cannot be centered within the lot's canal frontage, the dock must be located a minimum of 15' from any property line.

2.2.5.A.9

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

2.2.5.A.10

Erosion control, in the form of either a bulkhead (Refer to Subsection 2.2.3 - [Bulkheads](#)) or rip-rap rubble shall be required for a distance of fifty feet (50') on both sides, from the center line of the dock or from lot property line to lot property line in cases where the lot's water frontage is one hundred feet (100') or less. Specific material types and dimensions must be approved by LWDD prior to submittal of the application. The design and construction of a bulkhead for erosion control within LWDD right-of-way is to meet the requirements shown in Subsection 2.2.3 - [Bulkheads](#), as well in Appendix L – [Guidelines For Bulkheads](#). The design and construction of rip-rap rubble for erosion control is to meet the requirements shown in Appendix K - [Rip-Rap Rubble Erosion Control Detail](#).

Any earthwork that is needed to properly construct the required erosion control, including earthwork within the channel and its side slopes or on the canal maintenance berms, will be the Applicant/Permittee's responsibility. Earthwork requirements may be a condition of a Permit.

2.2.5.A.11

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

2.2.5.A.12

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 facilities associated with a dock and/or a boat lift (including but not limited to lights, electrical fixtures, electrical outlets, etc.) must be securely attached to the dock or the boat lift. **Regardless of other agency building code requirements, any electrical wiring within the canal right-of-way must be buried in conduit a minimum of thirty-six inches (36") below the surface of the ground.**

2.2.5.A.13

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.

2.2.5.A.14

No roofs, roofing material, or coverings of any kind will be allowed on docks, davits or boat lifts.

2.2.5.A.15

Docks shall not be used either permanently or temporarily as a place of residence.

2.2.5.A.16

Docks shall not be used for the mooring of houseboats, or other vessels used permanently or temporarily as a place of residence.

2.2.5.A.17

If the applicant or contractor intends to use LWDD's right-of-way for temporary construction access outside the limits of the applicant's lot, approval must be obtained from LWDD. Refer to Subsection 2.2.11 - [Temporary Access](#).

2.2.5.A.18

To confirm structural stability of a permitted dock, LWDD may at any time require the Permittee to obtain a structural inspection at the Permittee's expense, from a licensed professional engineer registered in the State of Florida.

2.2.5.A.19

If the property on which the permitted dock, davit and/or boatlift exists is sold, the new owner shall submit a request for permit transfer with applicable fees within 60 days of property purchase. Failure to request a permit transfer within the allowed time may result in the permit being revoked.

2.2.5.A.20

Modifications of permitting criteria such as roofing, square footage and fees, may be considered for public purpose docks.

2.2.5.A.21

The Permittee will be required to provide record drawings certified by a licensed Florida professional engineer confirming that the facilities were 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 drawings are not provided within sixty (60) days from substantial completion, LWDD shall revoke permit and the facilities shall be removed at the owner's expense.

2.2.5.B Permitting Requirements**2.2.5.B.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.

2.2.5.B.2

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

2.2.5.B.3

Docks may be permitted only for properties contiguous to the adjacent canal right-of-way. Docks may be permitted only on canals where the width of the water surface at the maintained water elevation is forty feet (40') or more and only within the following listed canal sections:

L-7 Canal (Downstream, or east of Pine Tree Lane)

L-8 Canal (Downstream, or east of West Lake Drive)

L-9 Canal (Downstream, or east of West Lake Drive)

L-10 Canal (Downstream, or east of Florida Mango Road)

L-14 Canal (Downstream, or east of Control Structure No. 8)

L-17 Canal (Downstream, or east of Congress Avenue)

L-24 Canal (From approximately 950 feet west of E-4 Canal to E-4 Canal)

L-27 Canal (Downstream, or east of Congress Avenue)

L-28 Canal (Downstream, or east of Congress Avenue)

L-30 Canal (Downstream, or east of Control Structure No. 11)
L-38 Canal (Downstream, or east of Control Structure No. 12)
L-48 Canal (Tidal area only; SW 8th Terrace east to E-4 Canal)
L-49 Canal (Tidal area only; SW 9th Avenue east to E-4 Canal)
L-50 Canal (Tidal area only; SW 14th Drive east to E-4 Canal)
C. Stanley Weaver Canal (Downstream, or east of Control Structure No. 9)
E-4 Canal (Authorization not required from LWDD for docks south of the existing salinity structure which is approximately 1,700 feet north of Glades Road) *

***This does not relieve the property owner from obtaining any permits or authorizations required from Palm Beach County, Municipalities or other regulatory agencies for docks south of the existing salinity structure.**

At the discretion of LWDD, docks may be permitted within canals not listed above that have a direct connection to a lake or the E-4 Canal

2.2.5.B.4

Prior to permit issuance, residential Permittees must furnish to LWDD proof of liability insurance in the minimum amount of \$300,000.00 naming LWDD as a certificate holder or “additional interest.” Commercial Permittees must furnish to LWDD proof of liability insurance in the minimum amount of \$1,000,000 naming LWDD as “additional insured.” Such insurance policies shall be kept in full force and effect during the term of the permit authorizing the facility within LWDD right-of-way. The Permittee or its successors and/or assigns is responsible for all costs to provide this insurance. Proof of such coverage shall be provided to LWDD annually and as requested any time during the permit duration. 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.

2.2.5.B.5

Applicant shall indemnify and hold harmless LWDD for any liabilities arising out of the issuance of a permit for the subject dock, davits and/or boat lift.

2.2.5.B.6

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 to demonstrate that he/she is the current owner of the property.

2.2.5.B.7

Applicant shall provide a survey of the property, showing the proposed location of the dock, davits and/or boat lift in reference to the lot’s property line and canal water’s edge at maintained water elevation, as well as showing LWDD’s right-of-way. The survey provided to LWDD is to be signed and sealed by a professional land surveyor licensed in the State of Florida.

2.2.5.B.8

Applicant shall provide drawing(s) and information showing the location and type of construction and materials to be used. Drawings and design information must be signed and sealed by a professional engineer licensed in the State of Florida. At a minimum the drawings are to show the dock width (in feet), dock length (in feet) and the depth of the piling penetration into the undisturbed ground of the canal (in feet). Refer to Appendix J - [Guidelines For Docks](#) and Appendix L - [Guidelines For Bulkheads](#).

2.2.5.B.9

Permit application fee and one-time right-of-way usage or occupancy fee must be submitted prior to permit issuance. Refer to Subsection 1.3 - [Fees & Financial Assurance](#).

2.2.5.B.10 Special Conditions

In addition to the General Conditions found in Subsection 2.1 - [General Permit Conditions](#), the following Special Conditions may be added to the permit. The following conditions are not totally inclusive. Additional Conditions may be required based upon the circumstances of the project. The Permittee is the Applicant subsequent to issuance of the Permit.

2.2.5.B.10.1

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

2.2.5.B.10.2

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.

2.2.5.B.10.3

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.

2.2.5.B.10.4

Docks, davits and/or 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.

2.2.5.B.10.5

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 Right-of-Way Permit and the usage of the LWDD right-of-way by the Permittee and the public.

2.2.5.B.10.6

Prior to permit issuance, residential Permittees must furnish to LWDD proof of liability insurance in the minimum amount of \$300,000.00 naming LWDD as a certificate holder or "additional interest." Commercial Permittees must furnish to LWDD proof of liability insurance in the minimum amount of \$1,000,000 naming LWDD as "additional insured." Such insurance policies shall be kept in full force and effect during the term of the permit authorizing the facility within LWDD right-of-way. The Permittee or its successors and/or assigns is responsible for all costs to provide this insurance. Proof of such coverage shall be provided to LWDD annually and as requested any time during the permit duration. 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.

2.2.5.B.10.7

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

2.2.5.B.10.8

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

2.2.5.B.10.9

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

2.2.5.B.10.10

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

2.2.5.B.10.11

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.

2.2.5.B.10.12

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

2.2.5.B.10.13

The Permittee will be required to provide record drawings certified by a licensed Florida professional engineer confirming that the facilities were 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 drawings are not provided within sixty (60) days from substantial completion, LWDD shall revoke permit and the facilities shall be removed at the owner's expense.

Last Revised: XX/XX/XXXX

2.2.6 Drainage Connection

2.2.6.A Engineering Requirements

2.2.6.A.1

A drainage outfall connection is defined as that facility conveying stormwater from the internal stormwater management system to the LWDD canal beginning at and including the internal stormwater management system's discharge control structure and ending at the outfall within LWDD right-of-way. The drainage outfall connection facility includes but may not be limited to stormwater discharge control structures, swales, ditches, pipes, manholes, catchbasins, endwalls, canal berms, canal channel side slopes, and revetment for channel side slope stabilization.

2.2.6.A.2

Canal rehabilitation work may be required for projects being proposed on properties that are either immediately adjacent to, crossing, or hydraulically connected to a LWDD canal (Refer to Subsection 1.8 - [Conditional Required Work within Canal Right-of-Way](#)).

2.2.6.A.3

For projects that are proposed on properties that are either immediately adjacent to, crossing or hydraulically connected to a LWDD canal, additional canal right-of-way may be required from the adjacent property. The amount of additional canal right-of-way that is needed is to be determined from review of submitted acceptable cross sections of the existing canal (Refer to Subsection 1.5.3 - [Canal Cross-Sections](#)). during the Palm Beach County Development Review Officer (DRO) process or other zoning/site plan approval process through the appropriate municipality (Refer to Subsection 4.2 – [Development Review Process](#)). The conveyance to LWDD of any required additional canal right-of-way must be finalized prior to site plan approval.

2.2.6.A.4

Drainage outfall connection discharge pipes shall be sized to provide the required hydraulic capacity but must be at least eighteen (18) inches in diameter.

2.2.6.A.5

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

2.2.6.A.6

An emergency, or operable, control type structure may be authorized by SFWMD or FDEP in accordance with LWDD operating policies. An emergency control type structure is 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 an internal stormwater management system into a LWDD canal, for a very short period. The “opening” of an emergency (discharge) control type structure is typically accomplished through a screw gate weir or some other mechanism and must be authorized by LWDD each time it is opened. The “opening” of an emergency (discharge) control type structure will typically be authorized by LWDD only to address extreme storm event conditions, such as a tropical storm or a hurricane. Any emergency control type structure(s) shall always remain closed 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 issuance of 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. Also, by issuance of this permit, the Permittee and/or assigns agree to notify LWDD upon receipt of a Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity from the South Florida Water Management District.

2.2.6.A.7

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

2.2.6.A.8 Surface Water Elevations

2.2.6.A.8.1 Maintained Water Surface Elevation

This refers to typical maintained average elevation of the water in each 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. However, surface water elevations may fluctuate due to droughts or heavy rainfall events.

2.2.6.A.8.2

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

2.2.6.B Permitting Requirements

2.2.6.B.1

LWDD will issue a Right-of-Way Permit for a drainage outfall connection to its right-of-way if the applicant meets all applicable LWDD criteria and as long as the applicant provides written authorization from either the South Florida Water Management District (SFWMD) or the Florida Department of Environmental Protection (FDEP) complying with all applicable provisions of Part IV of Chapter 373, Florida Statutes, as well as applicable management and storage of surface water rules pursuant to current Chapter 62-330, Florida Administrative Code. Note, pursuant to Part IV of Chapter 373, Florida Statutes the applicant must include submergence calculations with the design information provided to SFWMD or FDEP for approval of the proposed stormwater management system.

2.2.6.B.2 Canal Cross-Sections

Refer to Subsection 1.5.3 - [Canal Cross-Sections](#).

2.2.6.B.3 Vertical Datum Used for Design Plans

Refer to Subsection 1.5.4 - [Vertical Datum](#).

2.2.6.B.4

Construction dewatering will require separate SFWMD written approval and LWDD written approval prior to discharge into the canal system. LWDD will issue written approval for construction dewatering only after the applicant, engineer or contractor has provided LWDD with a copy of SFWMD's written approval for the construction dewatering.

2.2.6.B.5 Transfer to Operating Entity

Refer to Subsection 2.6.2 - [Transfer to Operating Entity](#).

2.2.6.B.6 Transfer to New Owner

Refer to Subsection 2.6.1 - [Transfer to New Owner](#).

2.2.6.B.7 Special Conditions

In addition to the General Conditions found in Subsection 2.1 - [General Permit Conditions](#), the following Special Conditions may be added to the permit. The following conditions are not totally inclusive. Additional Conditions may be required based upon the circumstances of the project. The Permittee is the Applicant subsequent to issuance of the Permit.

2.2.6.B.7.1

This permit authorizes the installation of a Drainage Outfall Connection to LWDD right-of-way from the proposed internal stormwater management system discharge control structure to the outfall within LWDD ____-____ Canal right-of-way (consisting of the discharge control structure and all other appurtenances to convey the stormwater to LWDD ____-____ Canal, including but not be limited to swales, ditches, pipes, manholes, catchbasins, endwalls, canal berms, canal channel side slopes, and revetment for channel side slope stabilization) and _____ as represented on the application, plans and/or specs submitted by [authorized agent] on [DATE Final Plans Received].

2.2.6.B.7.2

If applicable, pursuant to the approved plans, the 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.

2.2.6.B.7.3

If applicable, pursuant to the approved plans, the emergency control type structure(s) shall always remain closed 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 issuance of 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. Also, by issuance of this permit, the Permittee and/or assigns agree to notify LWDD upon receipt of a Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity from the South Florida Water Management District.

2.2.6.B.7.4

If authorized pursuant to the approved plans, 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.

2.2.6.B.7.5

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

2.2.6.B.7.6

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.

2.2.6.B.7.7

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.

2.2.6.B.7.8

All underground utility installations in LWDD rights-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 rights-of-way must be identified with LWDD approved permanent witness markers identifying utility type and location.

2.2.6.B.7.9

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 pursuant to current Chapter 62-330, Florida Administrative Code. All costs of correcting any violations shall be the exclusive obligation of permittee.

2.2.6.B.7.10

The 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 because of this installation. Pursuant to General Conditions of this permit, the Permittee agrees that the transfer of any rights, title or interests of the property or facility ownership referenced in this permit herein shall require a transfer of this permit.

2.2.6.B.7.11

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 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.

2.2.6.B.7.12

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 permitted by LWDD through application of a permit modification.

2.2.6.B.7.13

It shall be the responsibility of the Permittee or 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 INVOLVED HEREIN. 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).

2.2.6.B.7.14

This permit is issued based on the applicant's submitted information which reasonably demonstrates that no adverse water resource related impacts will be caused by the completed permit activity. Should it be determined that adverse impacts caused by the completed surface water management system have taken place, including the discharge of nutrient concentrations to canals that cause an imbalance in natural populations of aquatic flora and fauna, then LWDD shall require the permittee to develop a source control plan [i.e., consisting of chemical treatment and/or implementation of best management practices (BMPs)]. Additionally, LWDD may require the permittee to modify the permit to implement components of the source control plan.

2.2.6.B.7.15

If required by LWDD, 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/project certification 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.

2.2.6.B.8 Conditional Required Work within Canal Right-of-Way
Refer to Subsection 1.8 - [Conditional Required Work within Canal Right-of-Way](#).

Last Revised: 10/17/2018

2.2.7 Irrigation Connection

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

2.2.7.A Permitting 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:

2.2.7.A.1 Special Conditions:

In addition to the General Conditions found in Subsection 2.1 - [General Permit Conditions](#), the following Special Conditions may be added to the permit. The following conditions are not totally inclusive. Additional Conditions may be required based upon the circumstances of the project. The Permittee is the Applicant subsequent to issuance of the Permit.

2.2.7.A.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.

2.2.7.A.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")

2.2.7.A.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.

2.2.7.A.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.

2.2.7.A.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.

2.2.7.A.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.

2.2.7.A.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.

2.2.7.A.1.8

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

2.2.7.A.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.

2.2.7.A.1.10

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

2.2.7.A.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.

2.2.7.A.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.

2.2.7.A.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.

2.2.7.A.1.14

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

2.2.7.A.1.15

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

2.2.7.A.1.16

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

2.2.7.A.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.

2.2.7.A.1.18 Fees

Refer to Subsection 1.3 - [Fees & Financial Assurance](#).

Last Revised: XX/XX/XXXX

2.2.8 Monitoring Well**2.2.8.A Engineering Requirements****2.2.8.A.1**

Temporary caps shall be eighteen inches (18") below natural ground.

2.2.8.A.2

Permanent caps shall be thirty-six inches (36") below natural ground and in accordance with all other existing rules and regulations.

2.2.8.A.3

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.

2.2.8.B Permitting Requirements

2.2.8.B.1 U.S.G.S. (United States Geological Survey) Wells
(Monitoring of groundwater table elevations)

2.2.8.B.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.

2.2.8.B.1.2

Staff will require an on-site inspection of the proposed location prior to approval.

2.2.8.B.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.

2.2.8.B.1.4 Fees

Refer to Subsection 1.3 - [Fees & Financial Assurance](#).

2.2.8.B.2 Temporary Monitoring Well Encroachment License Agreement
(Monitoring of groundwater contamination)

2.2.8.B.2.1

Each monitoring well encroachment must be approved by the Board and shall require a Temporary Monitoring Well Encroachment License Agreement.

2.2.8.B.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.

2.2.8.B.2.3

Petitioner shall submit to LWDD all monitoring well reports.

2.2.8.B.2.4

Petitioner shall provide LWDD One Million Dollars (\$1,000,000.00) liability insurance coverage listing LWDD as an additional named insured.

2.2.8.B.2.5

Petitioner shall indemnify and hold harmless LWDD.

2.2.8.B.2.6

Petitioner shall provide LWDD with proof of Workers' Compensation Insurance coverage, if applicable.

2.2.8.B.2.7

Petitioner shall not obstruct or interfere with LWDD'S maintenance, construction and improvements.

2.2.8.B.2.8

License may be terminated at any time by LWDD, at its sole discretion and by written notice.

2.2.8.B.2.9 Fees

Refer to Subsection 1.3 - [Fees & Financial Assurance](#).

Last Revised: XX/XX/XXXX

2.2.9 Piping of Canal**2.2.9.A Engineering Requirements****2.2.9.A.1 Piping Requirements**

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

2.2.9.A.1.1

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

2.2.9.A.1.2 Endwalls

Refer to Subsection 2.2.4 - [Culvert Crossing](#).

2.2.9.A.1.3 Location**2.2.9.A.1.3.1**

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

2.2.9.A.1.3.2 Canal Cross-Sections.

Refer to Subsection 1.5.3 - [Canal Cross-Sections](#).

2.2.9.A.1.3.3

Invert Elevation: To be determined by LWDD.

2.2.9.A.1.3.4

Size: Flow area to be determined by LWDD.

2.2.9.A.1.3.5

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

2.2.9.A.2 Paving Requirements

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

2.2.9.A.2.1

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.

2.2.9.A.2.2

Paving specifications per county or local building codes.

2.2.9.A.3 Parking Requirements

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

2.2.9.A.3.1

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.

2.2.9.A.3.2

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.

2.2.9.A.3.3

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.

2.2.9.A.3.4

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

2.2.9.A.4 Other Improvements

(In conjunction with Piping, Paving, and Parking License Agreements)

2.2.9.A.5 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.

2.2.9.A.6 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.

2.2.9.A.7 Grass and Low-Lying Ground Covering

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

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.

2.2.9.A.8 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.

2.2.9.B Permitting Requirements

2.2.9.B.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.

2.2.9.B.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.

2.2.9.B.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), 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 Subsection 1.3 - [Fees & Financial Assurance](#).

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 Subsection 1.3 - [Fees & Financial Assurance](#).

2.2.9.B.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. Refer to Subsection 1.3 - [Fees & Financial Assurance](#).

2.2.9.B.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.

2.2.9.B.6 Liability and Insurance

2.2.9.B.6.1

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

2.2.9.B.6.2

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.

2.2.9.B.7 Fees

2.2.9.B.7.1 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). Refer to Subsection 1.3 - [Fees & Financial Assurance](#).

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 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.

2.2.9.B.7.2

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

2.2.9.B.7.3

Petitioner shall pay a recording processing fee as noted in Subsection 1.3 - [Fees & Financial Assurance](#).

2.2.9.B.8 Certification of Title

Refer to Subsection 1.6 - [Certification of Title](#).

2.2.9.B.9 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.

2.2.9.B.10 Minimum Required Documents or Exhibits

2.2.9.B.10.1 For PPP License Agreement Subsequent to Board Approval

2.2.9.B.10.1.1

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

2.2.9.B.10.1.2

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.

2.2.9.B.10.1.3

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

2.2.9.B.10.1.4

License agreement request and review fee.

2.2.9.B.10.2 For Piping of Canal Permit Application Subsequent to Board Approval

2.2.9.B.10.2.1

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.

2.2.9.B.10.2.2

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

2.2.9.B.10.2.3

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).

2.2.9.B.10.2.4

Piping of Canal permit application fee.

2.2.9.B.10.3

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.

2.2.9.B.10.4

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.

2.2.9.B.11 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.]

2.2.9.B.11.1

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. _____.

2.2.9.B.11.2

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.

2.2.9.B.11.3

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.

2.2.9.B.11.4

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.

2.2.9.B.11.5

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.

2.2.9.B.11.6

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.

2.2.9.B.11.7

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.

2.2.9.B.11.8

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.

2.2.9.B.11.9

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.

2.2.9.B.11.10

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.

2.2.9.B.11.11

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.

2.2.9.B.11.12

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.

2.2.9.B.11.13

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.

2.2.9.B.11.14

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.

2.2.9.B.11.15

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.

2.2.9.B.12 Special Conditions

In addition to the General Conditions found in Subsection 2.1 - [General Permit Conditions](#), the following Special Conditions may be added to the permit. The following conditions are not totally inclusive. Additional Conditions may be required based upon the circumstances of the project. The Permittee is the Applicant subsequent to issuance of the Permit.

2.2.9.B.12.1

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.

2.2.9.B.12.2

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.

2.2.9.B.12.3

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.

2.2.9.B.12.4

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.

2.2.9.B.12.5

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

2.2.9.B.12.6

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.

2.2.9.B.12.7

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.

2.2.9.B.12.8

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

2.2.9.B.12.9

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.

2.2.9.B.12.10

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

2.2.9.B.12.11

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.

2.2.9.B.12.12

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.

2.2.9.B.12.13

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.

2.2.9.B.12.14

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.

2.2.9.B.12.15

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

2.2.9.B.12.16

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.

2.2.9.B.12.17

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.

2.2.9.B.12.18

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

2.2.9.B.12.19

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.

2.2.9.B.13 Conditional Required Work within Canal Right-of-Way

Refer to Subsection 1.8 - [Conditional Required Work within Canal Right-of-Way](#).

Last Revised: XX/XX/XXXX

2.2.10 Signs

2.2.10.A Permitting Requirements

2.2.10.A.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.

2.2.10.A.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.

2.2.10.A.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.

2.2.10.A.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.

2.2.10.A.5 Fees

Refer to Subsection 1.3 - [Fees & Financial Assurance](#).

2.2.10.A.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.

2.2.10.A.7 Certification of Title

Refer to Subsection 1.6 - [Certification of Title](#).

2.2.10.A.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.

2.2.10.A.9 Denial

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

2.2.10.A.10 Special Conditions

In addition to the General Conditions found in Subsection 2.1 - [General Permit Conditions](#), the following Special Conditions may be added to the permit. The following conditions are not totally inclusive. Additional Conditions may be required based upon the circumstances of the project. The Permittee is the Applicant subsequent to issuance of the Permit.

2.2.10.A.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.

2.2.10.A.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.

2.2.10.A.10.3

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

2.2.10.A.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.

2.2.10.A.10.5

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

2.2.10.A.10.6

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

2.2.10.A.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.

2.2.10.A.10.8

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

2.2.10.A.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.

Last Revised: XX/XX/XXXX

2.2.11 Temporary Access

LWDD rights-of-way are intended for the exclusive use by the LWDD to perform its water management functions. Consequently, the use of LWDD rights-of-way by other parties for any other use is considered the option of last resort.

Access to the LWDD rights-of-way may be granted for specific activities. All requests for use of LWDD's right-of-way as temporary access will be considered on a case-by-case basis. If approved, permits for temporary access will be subject to the LWDD Operating Policies and General Permit Conditions (insert link). Special Conditions that are specific to the right-of-way usage shall be incorporated into the permit as may be necessary in the best interest of the LWDD.

The applicant is cautioned that the LWDD's approval of such a request will be limited by its ownership interest in the right-of-way. It is the applicant's responsibility to obtain any additional federal, state, local or underlying landowner's approvals that may be required.

If granted, the use must not be in any way adverse to the LWDD's operation and maintenance programs, policies and goals. The proposed use must not adversely affect previously authorized use(s) of the right-of-way, and must not interfere with the LWDD's continuous, uninterrupted vehicular access along either canal bank.

2.2.11.A Permitting Requirements

2.2.11.A.1

Prior to using LWDD's right-of-way as temporary access the petitioner must submit an application to obtain a Right-of-Way Permit from LWDD authorizing the requested use.

2.2.11.A.2

The applicant must demonstrate that no other reasonable access point is available. The applicant must submit a location map illustrating the precise locations of ingress and egress. The applicant shall provide sufficient details regarding the request to utilize LWDD right-of-way including, but not limited to, specific ingress and egress points, limits of work, project duration, and the size, type, quantity and frequency (round trips per day) of vehicles accessing the right-of-way.

2.2.11.A.3

Proof of minimum of \$1,000,000 liability insurance must be furnished to LWDD for all parties accessing the right-of-way with LWDD listed as an additional insured.

2.2.11.A.4

The applicant will indemnify and hold harmless LWDD from any damages resulting from the use of the right-of-way.

2.2.11.A.5

Failure to maintain the right-of-way on a daily basis in accordance with the terms and conditions of the permit is grounds for immediate permit revocation. In this regard, permittees are responsible for the repair, replacement, and restoration of any damage to the LWDD right-of-way which may result from the permitted use. Such restoration shall be to the original or better condition and to the satisfaction of the LWDD.

2.2.11.A.6

Where access to the LWDD right-of-way is restricted by a gate, the permittee is responsible for securing the gate after each use. If required, the permittee is responsible for providing their own lock and removing the lock at the expiration of the permit.

2.2.11.A.7

The Right-of-Way Permit may be terminated immediately at the sole discretion of the LWDD Executive Director or Board of Supervisors.

2.2.11.A.8 Temporary Access for Construction Purposes

Approval by the LWDD Board of Supervisors is required for uses of right-of-way for periods greater than six (6) months.

For use of the right-of-way as temporary access for construction purposes for more than 60 calendar days, the permittee 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, or better as determined by LWDD.

2.2.11.A.9 Temporary Access for Non-Native, Exotic & Nuisance Species Management

Control of non-native, exotic and nuisance vegetation and species on properties adjacent to canal rights-of-way is a benefit to LWDD. Pre-emptive trimming/removal of non-native and nuisance vegetation and control of exotic species (e.g. iguanas) may prevent damage and reduce future canal maintenance obligations.

- Applicant must provide proof of an agreement with the adjacent property owner for services; permit shall not exceed timeframe of contracted services or a maximum of one (1) year.
- Applicant must provide 48-hour notice to the LWDD Field Representative to coordinate and obtain access to adjacent canals, as prescribed in the permit.
- Indiscriminate access for removal and trapping is prohibited; unauthorized entry will be considered trespassing pursuant to Chapter 810.09 Florida Statutes and the permit will be revoked.
- Permittee's access is authorized on dry ground only; occupation of the canal channel is prohibited.
- Traps and firearms are prohibited on LWDD right-of-way.
- Permittee must adhere to all federal, state and local laws and regulations, as well as removal practices as prescribed by Florida Fish and Wildlife Conservation Commission.
- All remains and/or debris shall be immediately (same day) removed from the right-of-way. It is unlawful to dispose of any materials within the LWDD rights-of-way pursuant to Chapter 403.413, Florida Statutes.

Commercial entities conducting tours and guided hunting trips are prohibited from accessing and using LWDD right-of-way. Unauthorized access will be considered trespassing and may be prosecuted pursuant to Chapter 810.09, Florida Statutes. (Refer to Subsection 3.7 – [Unauthorized Use of Right-of-Way as Access](#) and Subsection 3.8 – [Vendors on Right-of-Way](#))

2.2.11.A.10 Fees

Refer to Subsection 1.3 - [Fees & Financial Assurance](#).

Last Revised: 12/13/2023

2.2.12 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). Refer to Subsection 2.2.12.A.1.6 - [Parallel Utility Lines](#).

NOTE: A parallel utility line is one that is running (lengthwise) 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.
- (7) Maintenance Access for Utility Lines. LWDD will authorize, by permit, the temporary joint use of the outermost ten feet (10') of its right-of-way for access by utility agencies or companies to perform maintenance of their lines that are permitted within, or adjacent to, the right-of-way.

2.2.12.A Engineering Requirements

2.2.12.A.1 Specific Design Criteria

2.2.12.A.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).

2.2.12.A.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.

2.2.12.A.1.1.2

Aerial crossings shall adhere to the same low member elevations as bridges. Refer to Subsection 2.2.2 - [Bridge](#).

2.2.12.A.1.1.3

Bank stabilization shall be installed for the limits of the disturbed area of right-of-way, or as determined by Staff.

2.2.12.A.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.

2.2.12.A.1.2 Subaqueous Crossings

2.2.12.A.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.

2.2.12.A.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).

2.2.12.A.1.2.3

Bank stabilization shall be installed for the limits of the disturbed area of right-of-way, or as determined by Staff.

2.2.12.A.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.

2.2.12.A.1.2.5

See Note 1 at the beginning of this section for desired locations.

2.2.12.A.1.3 Directional Bore Crossings

2.2.12.A.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.

2.2.12.A.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.

2.2.12.A.1.4 Pole to Pole Crossings (All Lines)

2.2.12.A.1.4.1

No poles or above ground appurtenances shall be allowed within LWDD right-of-way unless approved by the Board.

2.2.12.A.1.4.2

Clearances shall be from low point in line to top of bank.

Canal	Minimum Height Above Ground	
	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'

2.2.12.A.1.5 Underground Crossings

2.2.12.A.1.5.1

Underground utility crossings are utility crossings over or under a proposed or an existing culvert.

2.2.12.A.1.5.2

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.

2.2.12.A.1.6 Parallel Utility Lines

2.2.12.A.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.

2.2.12.A.1.6.2

A permit to construct a parallel installation must be approved by the Board.

2.2.12.A.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 (lengthwise) parallel to the channel of a LWDD canal and located within LWDD right-of-way.

2.2.12.A.2 General Design Criteria

2.2.12.A.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.

2.2.12.A.2.2 Canal Cross-Sections

Refer to Subsection 1.5.3 - [Canal Cross-Sections](#).

2.2.12.A.2.3 Valve Boxes

Valve boxes within LWDD right-of-way will be reviewed and approved or denied on a case-by-case basis. Refer to Subsection [2.2.12.B.1.17](#).

2.2.12.A.2.4 Demucking

Demucking of right-of-way shall be accomplished by the permittee if determined to be necessary by Staff.

2.2.12.A.2.5 Witness Markers

See Note 2 at the beginning of this section for permanent witness markers.

2.2.12.A.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.

2.2.12.A.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.

2.2.12.A.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.

2.2.12.A.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. Refer to Subsection 1.3.6.B - [Bonds and Letters of Credit](#).

2.2.12.A.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.

2.2.12.A.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.

2.2.12.A.2.12 Right to Terminate

LWDD reserves, at all times, the right to terminate all permits.

2.2.12.B Permitting Requirements

2.2.12.B.1 Special Conditions

In addition to the General Conditions found in Subsection 2.1 - [General Permit Conditions](#), the following Special Conditions may be added to the permit. The following conditions are not totally inclusive. Additional Conditions may be required based upon the circumstances of the project. The Permittee is the Applicant subsequent to issuance of the Permit.

2.2.12.B.1.1

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 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.

2.2.12.B.1.2

This permit may not be assigned to other than an affiliate of the Permittee without the written consent of LWDD.

2.2.12.B.1.3

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.

2.2.12.B.1.4

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.

2.2.12.B.1.5

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.

2.2.12.B.1.6

Facilities backfilled prior to receiving LWDD approval will be uncovered for visual inspection.

2.2.12.B.1.7

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).

2.2.12.B.1.8

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.

2.2.12.B.1.9

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.

2.2.12.B.1.10

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.

2.2.12.B.1.11

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.

2.2.12.B.1.12

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.

2.2.12.B.1.13

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

2.2.12.B.1.14

LWDD cannot accept any water from dewatering either on or off-site until written notification of approval from SFWMD has been submitted to LWDD.

2.2.12.B.1.15

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

2.2.12.B.1.16

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

2.2.12.B.1.17

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. 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.

2.2.12.B.1.18

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.

2.2.12.B.1.19

The permitted crossing shall be a minimum height/depth of above/below the canal maintenance berm/channel bottom.

2.2.12.B.1.20

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.

2.2.12.B.1.21

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.

2.2.12.B.1.22

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

2.2.12.B.1.23

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.

2.2.12.B.1.24

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.

2.2.12.B.1.25

Permittee has six (6) months after commencement of construction (as determined by LWDD) to complete the construction authorized by this Permit.

2.2.12.B.1.26

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.

2.2.12.B.1.27

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.

2.2.12.B.2 Fees

Refer to Subsection 1.3 - [Fees & Financial Assurance](#).

2.2.12.B.3 Conditional Required Work within Canal Right-of-Way

Refer to Subsection 1.8 - [Conditional Required Work within Canal Right-of-Way](#).

Last Revised: 9/11/2013

2.2.13 Other Permit Types

LWDD does not permit right-of-way uses not listed in the fee schedule shown in this Operating Policies manual (e.g., parallel fences, structures, landscaping, bike paths). Applicants requesting an alternative use or a use of the right-of-way other than the uses established in this Operating Policies manual (variance) must submit an application, with applicable application fees, for staff review and consideration by the Board of Supervisors. The \$500.00 permit application fee is non-refundable and is required prior to requesting approval from the LWDD Board of Supervisors (Board) for uses of the right-of-way other than the uses established in this Operating Policies manual. The Applicants must demonstrate a substantial hardship or a public purpose and must provide assurances that drainage works, and maintenance functions will not be harmed. If approved by the Board of Supervisors, the Applicant shall pay the one-time right-of-way usage or occupancy fee and the annual re-occurring right-of-way usage, or occupancy, fee for that portion of the LWDD canal right-of-way being used or occupied, prior to permit issuance. The annual re-occurring right-of-way usage, or occupancy, fee will be adjusted every five (5) years in accordance with the compounded Consumer Price Index (CPI). In lieu of payment of the one-time right-of-way usage or occupancy fee, mitigation may be considered. The Applicant must demonstrate how this mitigation will benefit the mission of LWDD.

Last Revised: 10/1/2021

2.3 Multiple Right-of-Way Uses

For projects that require multiple Right-of-Way Permit types (e.g., Bridge, Drainage Outfall Connection, Sign, etc.), the Applicant can submit one application (Multiple ROW Uses) indicating each applicable permit type to be included in the application. Fee requirements will be based upon each Right-of-Way Permit type requested. If Multiple ROW Uses are requested in a single application, the fee requirement will be the total of all fees calculated for each permit type in the application. Payment submittals made by check must include a fee calculation sheet showing an itemization of the different fees paid pursuant to the individual fees shown in this fee schedule.

Last Revised: 2/12/2020

2.4 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:

- (a) 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.
- (b) 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.
- (c) 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 4.2.

- (d) 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.

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.

- (e) 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.
- (f) 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.
- (g) Conditional Required Work within Canal Right-of-Way may be required, refer to Subsection 1.8 - [Conditional Required Work within Canal Right-of-Way](#).

Last Revised: XX/XX/XXXX

2.5 Permit Review Process

[This section is a placeholder for future use.]

Last Revised: XX/XX/XXXX

2.6 Permit Transfers

2.6.1 Transfer to New Owner

When ownership of property that has an existing, valid LWDD Right-of-Way Permit is changed, and the permitted site design is not being altered, the new owner shall request a Permit Transfer by completing and submitting a fully executed Permit Transfer Request form along with the required Permit Transfer to New Owner fee. Refer to Appendix E - [Permit Transfer Request Form](#). If the permitted design is to be altered, the new owner shall submit either a completed new permit application or request a permit modification, depending upon the degree of alteration. Contact LWDD 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 permit.

2.6.2 Transfer to Operating Entity

When the project construction is completed and LWDD issues a Final Acceptance the current property owner is required to convert and transfer the existing Right-of-Way Permit from the Construction Phase to the Operation Phase and also identify the Perpetual Operation and Maintenance Entity by submitting to LWDD a completed Permit Transfer Request form, along with the required Transfer to Operating Entity fee. Refer to Appendix E - [Permit Transfer Request Form](#).

Last Revised: XX/XX/XXXX

3 RIGHT-OF-WAY RESTRICTIONS & REQUIREMENTS

3.1 Right-of-Way Encroachments & Removal Process

3.1.1 Right-of-Way Encroachments

3.1.1.A

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.

3.1.1.B

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.

3.1.1.C

The canal shall remain clear of all construction. There shall be no trees, shrubs, etc. within the right-of-way.

3.1.1.D

LWDD does not assume maintenance or replacement responsibility for any encroachment within LWDD's right-of-way.

3.1.1.E

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.

Last Revised: XX/XX/XXXX

3.1.2 Right-of-Way Encroachment Removal Process

3.1.2.A

LWDD inspector verifies encroachment(s) and takes photographs of encroachment(s).

3.1.2.B

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 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.

3.1.2.C

Once the sixty (60) calendar days have elapsed, the LWDD Engineering Department shall conduct an inspection of the encroachment area.

3.1.2.D

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.

3.1.2.E

Encroachment(s) shall be removed by LWDD field staff, unless otherwise directed by the Manager of LWDD.

3.1.2.F

After removal of encroachment(s) by LWDD field staff, Operations will finalize the Encroachment Removal Report and forward to LWDD Records Department.

3.1.2.G

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 cleanup/removal of the violation(s) (encroachment(s)). If the adjacent property owner does not remit the cleanup/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.

Last Revised: XX/XX/XXXX

3.1.3 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.

3.1.3.A 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.

3.1.3.B 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 cleanup/removal of the violations. If the violator does not remit the cleanup/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.

Last Revised: XX/XX/XXXX

3.2 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.

3.2.1 Reporting of Dumping on LWDD Canal Right-of-Way Procedures

(Dumping of Building Materials, Grass Clippings, Tree Trimmings, Household Garbage and Debris of Any Type and Materials on LWDD Canal Right-Of-Way)

3.2.1.A LWDD Employee discovers violation:

- (a) Document violation and contact adjacent landowner/agent
- (b) Report Notice of Violation directly to Director of Operations

3.2.1.B 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.

3.2.1.C

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 cleanup/removal of the violations. If the violator does not remit the cleanup/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 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.

Last Revised: XX/XX/XXXX

3.3 No Wake Zones

(Refer to Appendix I - [LWDD Resolution No. 86-4 \(No Wake Zones\)](#) and [Florida Statutes, Chapter 298](#))

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.

Last Revised: XX/XX/XXXX

3.4 Overhead Spraying (Irrigation)

(Refer to Appendix G - [LWDD Resolution Nos. 78-2 and 90-4 \(Overhead Sprinkler\)](#))

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. Refer to Appendix G - [LWDD Resolution Nos. 78-2 and 90-4 \(Overhead Sprinkler\)](#) and Subsection 2.2.7 - [Irrigation Connection](#).

Last Revised: XX/XX/XXXX

3.5 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.

Last Revised: XX/XX/XXXX

3.6 Unsafe Bridges

3.6.1 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.

3.6.2 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.

Last Revised: XX/XX/XXXX

3.7 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.

Last Revised: XX/XX/XXXX

3.8 Vendors on Right-of-Way

Vendors are not permitted on any LWDD right-of-way. If necessary, assistance from the applicable local law enforcement will be requested to remove vendors from the right-of-way.

Last Revised: XX/XX/XXXX

4 RIGHT-OF-WAY OWNERSHIP & INTERESTS

4.1 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 landowner (refer to Section 4.5 – [Sale of LWDD's Interests in Real Estate](#)).

4.1.1 Quit Claim of Ownership Interests

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 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 4.5 – [Sale of LWDD's Interests in Real Estate](#).

Last Revised: XX/XX/XXXX

4.2 Development Review Process

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.

4.2.1 Requirements for Projects Adjacent to LWDD Canals

It is strongly recommended that prior to a Boundary 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.

4.2.1.A Boundary Survey

Refer to Subsection 1.5.1 - [Boundary Survey](#).

4.2.1.B Canal Cross-Sections

Refer to Subsection 1.5.3 - [Canal Cross-Sections](#).

4.2.1.C 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 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.

4.2.1.D 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.

4.2.2 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.

4.2.3 Conditional Required Work within Canal Right-of-Way

Refer to Subsection 1.8 - [Conditional Required Work within Canal Right-of-Way](#).

4.3 Temporary Easement for Ingress/Egress Requirements

Temporary Easement for Ingress/Egress grants access on, over, and/or across LWDD rights-of-way.

4.3.1 Requirements

4.3.1.A

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.

4.3.1.B

The width of the temporary easement crossing LWDD right-of-way shall not exceed one hundred twenty feet (120').

4.3.1.C

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.

4.3.1.D Sketch of Description

Refer to Subsection 1.5.2 - [Sketch of Description](#).

4.3.1.E Certification of Title

Refer to Subsection 1.6 - [Certification of Title](#).

4.3.1.F

The Temporary Easement for Ingress/Egress document will be prepared by LWDD's attorney.

4.3.1.G Fees

Refer to Subsection 1.3 - [Fees & Financial Assurance](#).

Last Revised: XX/XX/XXXX

4.4 Release of Rights & Reservations

4.4.1 Release of Canal Reservations

4.4.1.A

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. (Refer to Subsection 4.6 - [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:

4.4.1.A.1 Certification of Title

Refer to Subsection 1.6 - [Certification of Title](#).

4.4.1.A.2 Fees

Refer to Subsection 1.3 - [Fees & Financial Assurance](#).

4.4.1.A.3 Boundary Survey

Refer to Subsection 1.5.1 - [Boundary Survey](#).

4.4.1.A.4

Approval by the LWDD Board of Supervisors (Board).

4.4.1.A.5

The Release of Canal Reservations document will be prepared by LWDD's attorney.

4.4.1.B

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:

4.4.1.B.1 Certification of Title

Refer to Subsection 1.6 - [Certification of Title](#).

4.4.1.B.2 Fees

Refer to Subsection 1.3 - [Fees & Financial Assurance](#).

4.4.1.B.3

Approval by the LWDD Board of Supervisors (Board).

4.4.1.B.4

The Release of Canal Reservations document will be prepared by LWDD's attorney.

4.4.2 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:

4.4.2.A Certification of Title

Refer to Subsection 1.6 - [Certification of Title](#).

4.4.2.B Fees

Refer to Subsection 1.3 - [Fees & Financial Assurance](#).

4.4.2.C Boundary Survey

Refer to Subsection 1.5.1 - [Boundary Survey](#).

4.4.2.D

Approval by the LWDD Board of Supervisors (Board).

4.4.2.E

The Release of Canal Reservations document will be prepared by LWDD's attorney.

4.4.2.F

A release of exploration rights will not reflect a release of mineral royalties pertinent to the existence of petroleum, phosphate, minerals and/or metals.

4.4.3 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:

4.4.3.A Certification of Title

Refer to Subsection 1.6 - [Certification of Title](#).

4.4.3.B Fees

Refer to Subsection 1.3 - [Fees & Financial Assurance](#).

4.4.3.C Boundary Survey

Refer to Subsection 1.5.1 - [Boundary Survey](#).

4.4.3.D

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.

4.4.3.E

Approval by the LWDD Board of Supervisors (Board).

4.4.3.F

The Release of Rights of Petroleum, Phosphate, Minerals and/or Metals document will be prepared by LWDD's attorney.

4.4.3.G

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.

Last Revised: XX/XX/XXXX

4.5 Sale of LWDD's Interests in Real Estate

4.5.1 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.

4.5.1.A

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.

4.5.1.B

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.

4.5.1.C

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 LWDD has easement interests that all or a portion of is declared by the Board to be surplus.

4.5.1.D

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:

4.5.1.D.1 Boundary Survey

Refer to Subsection 1.5.1 - [Boundary Survey](#).

4.5.1.D.2 Canal Cross-Sections

Refer to Subsection 1.5.3 - [Canal Cross-Sections](#).

4.5.1.D.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 publicly 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.

4.5.1.D.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 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 Boundary 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.

4.5.1.E

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.

4.5.1.F

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.

4.5.1.G

Subsequent to Board approval, the following items will be required for review:

4.5.1.G.1 Sketch of Description

Refer to Subsection 1.5.2 - [Sketch of Description](#).

4.5.1.G.2 Certification of Title

Refer to Subsection 1.6 - [Certification of Title](#).

4.5.1.H

All sales of interests in real estate shall be for cash or other good and valuable consideration, as determined by the Board.

4.5.1.I

Board approval to sell eligible right-of-way is valid for one (1) year.

4.5.1.J

LWDD shall transfer title of ownership by Quit-Claim Deed.

4.5.2 Marketable Record Title Act (MRTA)

(Refer to [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:

4.5.2.A 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.

4.5.2.B Certification of Title

Refer to Subsection 1.6 - [Certification of Title](#).

4.5.2.C 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 publicly 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.

4.5.2.D 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.

4.5.2.E Transfer of Title

LWDD shall transfer title of ownership by Quit-Claim Deed.

4.5.3 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.

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.

4.5.4 Fees

Refer to Subsection 1.3 - [Fees & Financial Assurance](#).

Last Revised: XX/XX/XXXX

4.6 Conveyance of Right-of-Way to LWDD

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.

4.6.1 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.

4.6.1.A Canal Cross-Sections

Refer to Subsection 1.5.3 - [Canal Cross-Sections](#).

4.6.1.B Certification of Title

Refer to Subsection 1.6 - [Certification of Title](#).

4.6.1.C Sketch of Description

Refer to Subsection 1.5.2 - [Sketch of Description](#).

4.6.2 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.

Last Revised: XX/XX/XXXX

4.7 Petition for Annexation within the Boundaries of LWDD

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.

4.7.1 Requirements for Annexation Request

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 (refer to Appendix Q - [Petition For Consent and Annexation Within the Boundaries of The LWDD \(Corporate\)](#), Appendix R - [Joinder To Petition and Consent for Annexation \(Corporate\)](#), Appendix S - [Petition For Consent and Annexation Within the Boundaries of The LWDD \(Individual\)](#), and Appendix T - [Joinder To Petition and Consent for Annexation \(Individual\)](#)), 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 (refer to Subsection 1.3 - [Fees & Financial Assurance](#)). 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:

4.7.1.A Sketch of Description of Lands to be Annexed
Refer to Subsection 1.5.2 - [Sketch of Description](#).

4.7.1.B Boundary Survey of Lands to be Annexed
Refer to Subsection 1.5.1 - [Boundary Survey](#).

4.7.1.C Certification of Title

Refer to Subsection 1.6 - [Certification of Title](#).

4.7.1.D Canal Cross-Sections

Refer to Subsection 1.5.3 - [Canal Cross-Sections](#).

4.7.1.E Conveyance

Refer to Subsection 4.6.2 - [Conveyance](#).

4.7.2 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.

4.7.3 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.

4.7.4 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.

Last Revised: XX/XX/XXXX

4.8 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.

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.

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.

Last Revised: 10/16/2013

APPENDICES

Appendix A - Letter of Authorization

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

Appendix B - Affidavit of Authorization

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

Appendix C - Request to Appear Before the LWDD Board of Supervisors

[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

Appendix D - General Permit Application Form

LAKE WORTH DRAINAGE DISTRICT
GENERAL PERMIT APPLICATION

1. **Project Name/Description:** _____

Permit Type: (Check all that apply) ☐ New Permit ☐ Permit Modification ☐ Transfer
If Permit Modification or Transfer, LWDD Permit No.: _____

☐ Drainage Connection ☐ Bridge ☐ Culvert Crossing ☐ Piping of Canal
☐ Access Gate ☐ Dock ☐ Irrigation Connection ☐ Seawall ☐ Sign
☐ Temporary Access ☐ Utility Installation ☐ Other

If Other, explain: _____

2. **Project Location** (Legal description or project or property survey must be attached)

Project Address: _____

Property Control Number (for applicable parcels) _____

Job, Agent or Government Project Number _____

Receiving/Adjacent Canal(s): _____ **Project Acreage:** _____

3. **Project Specific Information:** *(Complete applicable information for the requested permit type.)*

Drainage Connection

Type: ☐ Drainage Master ☐ Drainage Phase
Basin: ☐ C-51 ☐ C-16 ☐ C-15 ☐ Hillsboro
No. of Discharge Control Structures: _____

Utility Installation

Type: ☐ Single Pole ☐ Aerial ☐ Subaqueous ☐ Directional Bore ☐ Pole to Pole
☐ Underground Crossing ☐ Parallel Installation ☐ Attached to Bridge
Installation Type: ☐ Parallel ☐ Perpendicular
No. of Poles in ROW, if applicable _____

Access Gate

No. of Gates _____ No. of Bollards _____ LWDD supplying gates/bollards: ☐ Yes ☐ No
Additional Fencing Requested? ☐ Yes ☐ No If yes, Fence material? _____

LWDD PERMIT APPLICATION

Project Name/Description _____

Dock

Total Sq. Ft. _____ Boat Lift? ☐ Yes ☐ No If yes, Total Sq. Ft? _____

Existing Bank Stabilization? ☐ Yes ☐ No If yes, Type of Material _____

Number of Pilings _____ Piling Type: _____

Low member height above maintained water elevation or, if tidal, mean high water elevation _____

Bridge

Bridge Use: ☐ Pedestrian ☐ Vehicle Total Sq. Ft.: _____

Piping or Culvert Crossing

Culvert Type: ☐ Box ☐ Pipe Arch ☐ Large Circular ☐ Elliptical

Circumference: _____ Linear Feet: _____ Sq. Ft. _____

Seawall

Linear Feet: _____ Material Used : _____

Maintained water elevation or, if tidal, mean high water elevation: _____

Sign

Sign Type: ☐ Commercial ☐ Residential Dimensions: _____

Material(s): _____

Lighting? ☐ Yes ☐ No If yes, lighting type: _____

Temporary Access

Linear Feet: _____ Number of Days Requested: _____

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 _____

4. Agent*: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Email: _____

Project Engineer: _____ Phone # _____

Project Engineer's Email: _____

LWDD PERMIT APPLICATION

Project Name/Description _____

5. Owner/Applicant: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Email: _____

SIGNATURE:

In compliance with Lake Worth Drainage District (LWDD) operating policies, application is hereby made for an LWDD Permit in accordance with support drawings, data and incidental information filed with and made part of this application. I hereby certify that all information contained in or made a part hereof is true and correct to the best of my knowledge, that any permit issued shall require that the permitted use be constructed and operated in accordance with such information.

I further certify that I have read the operating policies and general conditions for an LWDD Permit and understand that said conditions will be incorporated within any permit issued pursuant to the application, unless expressly waived by the LWDD. I further acknowledge that the LWDD may incorporate additional special conditions as may be necessary in the best interest of the LWDD.

In signing this application, I acknowledge that failure to comply with all conditions of this permit may result in permit revocation and remedial action against me by the LWDD. I assume full responsibility for the actions of all my employees, agents and persons, whether under direct contractual obligation to me or indirectly, with respect to compliance with the conditions and limitations contained within this application or within a permit issued as a result of this application.

Either Owner/Applicant or Authorized Agent can sign. If signing as an authorized agent, a letter signed by the Permittee/Owner authorizing Agent's authority is required to be submitted with the application. *

Authorized Agent: *

Signature

Date

Printed Name

Owner/Applicant:

Signature

Date

Printed Name

LWDD PERMIT APPLICATION

Project Name/Description _____

Checklist of items that may need to be included with a Permit Application. See District Operating Policies for required attachments for the permit type selected.

(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)
- ☐ Proof of Insurance
- ☐ Copy of other Agency permits (if applicable)
- ☐ Other information pertinent to the application
- ☐ A benchmark shall be provided on the discharge control structure.

Appendix E - Permit Transfer Request Form



13081 SOUTH MILITARY TRAIL
DELRAY BEACH, FL 33484
PH: (561) 498-5363 - FAX: (561) 495-9694
www.lwdd.net

LAKE WORTH DRAINAGE DISTRICT PERMIT TRANSFER REQUEST

Note: Transfer Requests must be executed by the New Owner. Authorization for any proposed permit modification must be applied for separately using the General Permit Application Form.

Existing LWDD Permit No. _____

Permit Type: ☐ Drainage ☐ Roadway ☐ Bridge ☐ Culvert Crossing ☐ Piping of Canal
☐ Access Gate ☐ Dock ☐ Drainage Outfall Connection ☐ Irrigation Connection ☐ Seawall
☐ Sign ☐ Temporary Access ☐ Utility Installation ☐ Other

Project Name or Description: _____

Existing Owner/Permittee:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Email: _____

New Owner/Applicant:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Email: _____

Please include the following with the application submittal:

- ☐ Documentation demonstrating proof of new ownership
- ☐ Check for Permit Transfer fee in the amount of \$300 made payable to the Lake Worth Drainage District

AUTHORIZED SIGNATURE: In compliance with LWDD operating policies, I hereby request that the above referenced permit be transferred from the Existing Owner/Permittee to the New Owner/Applicant. I hereby certify that I have read the LWDD operating policies and general permit conditions (www.lwdd.net/right-of-way/permitting) and understand that said conditions will be incorporated in any permit issued pursuant to the application, unless expressly waived by the LWDD. I further acknowledge that the LWDD may incorporate additional special conditions as may be necessary. In signing this application, I acknowledge that failure to comply with all conditions of this permit may result in permit revocation and remedial action against Permittee by the LWDD. As Permittee, I assume full responsibility for the actions of all my employees, agents and persons with respect to compliance of the permit.

Owner/Applicant Signature

Date

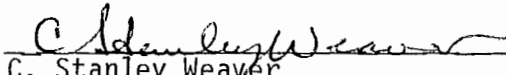
**Appendix F - LWDD
Resolution No. 87-4
(Reasonable Number of
Crossings)**

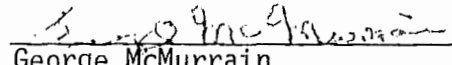
RESOLUTION NO. 87-4

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
President, Board of Supervisors


George McMurrain
Vice-President

(Corporate Seal)


Kermit Dell
Supervisor

Dated this 12th day of August, 1987.

**Appendix G - LWDD
Resolution Nos. 78-2 and
90-4 (Overhead Sprinkler)**

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/^{herbicides and insecticides} 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 J. Mack

Samuel H. Weaver

90-4

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
Harriet Dell



**Appendix H - LWDD
Resolution No. 86-4 (No
Wake Zones)**

RESOLUTION NO. 86-4

WHEREAS, the Lake Worth Drainage District has been charged with the responsibility for the maintenance and upkeep of the canals and related drainage works constructed in its district.

WHEREAS, the Legislature in Florida Statute Section 298.66 has made it unlawful for any person to willfully or otherwise damage or destroy any drainage works in the District, and

WHEREAS, the Legislature in Florida Statute Section 298.54 has given the drainage districts the power to tax for maintenance, and

WHEREAS, Lake Worth Drainage District can exercise such powers as are expressly granted in its enabling provisions and those necessarily and fairly implied or incident to such expressly conferred powers necessary to the declared objects or purposes of said drainage district.

WHEREAS, the wake caused by fast moving water craft is causing extensive wear and damage to the canals, drain, ditch or watercourse in the Lake Worth Drainage District.

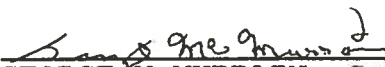
NOW, THEREFORE, BE IT RESOLVED that the Lake Worth Drainage District, does hereby formally adopt a no wake policy in areas subject to such erosion, damage or destruction of the canals, drain, ditch, or watercourse. That the District shall post signs indicating those areas subject to the no wake policy. That any person, group or entity in violation of such policy in the posted areas may be guilty of a felony of the third degree as provided in Florida Statute Section 298.66 for the willful or otherwise, damage or destruction of any drainage work constructed by the district. That should any person, group or entity object to the said Lake Worth Drainage District's determination that said no wake policy is necessary in a designated area to prevent any destruction or damage to any drainage works that said party may request the Lake Worth Drainage District to re-address the no wake policy at a regular scheduled meeting. In the event the Lake Worth Drainage District should fail to reverse its no wake policy

in the questioned designated area the objecting party may request a hearing pursuant to and to be governed by the Florida Administrative Procedures Act and the regulations of the Lake Worth Drainage District.

BE IT FURTHER RESOLVED, that all individuals, entities or groups failing to comply with the terms hereof, shall be and are hereby declared in violation of the Lake Worth Drainage District's regulations and subject to legal prosecution, damages or injunctive relief as the law and the Courts may allow or permit.


THIS RESOLUTION ADOPTED this 12th day of April, 1986.

LAKE WORTH DRAINAGE DISTRICT

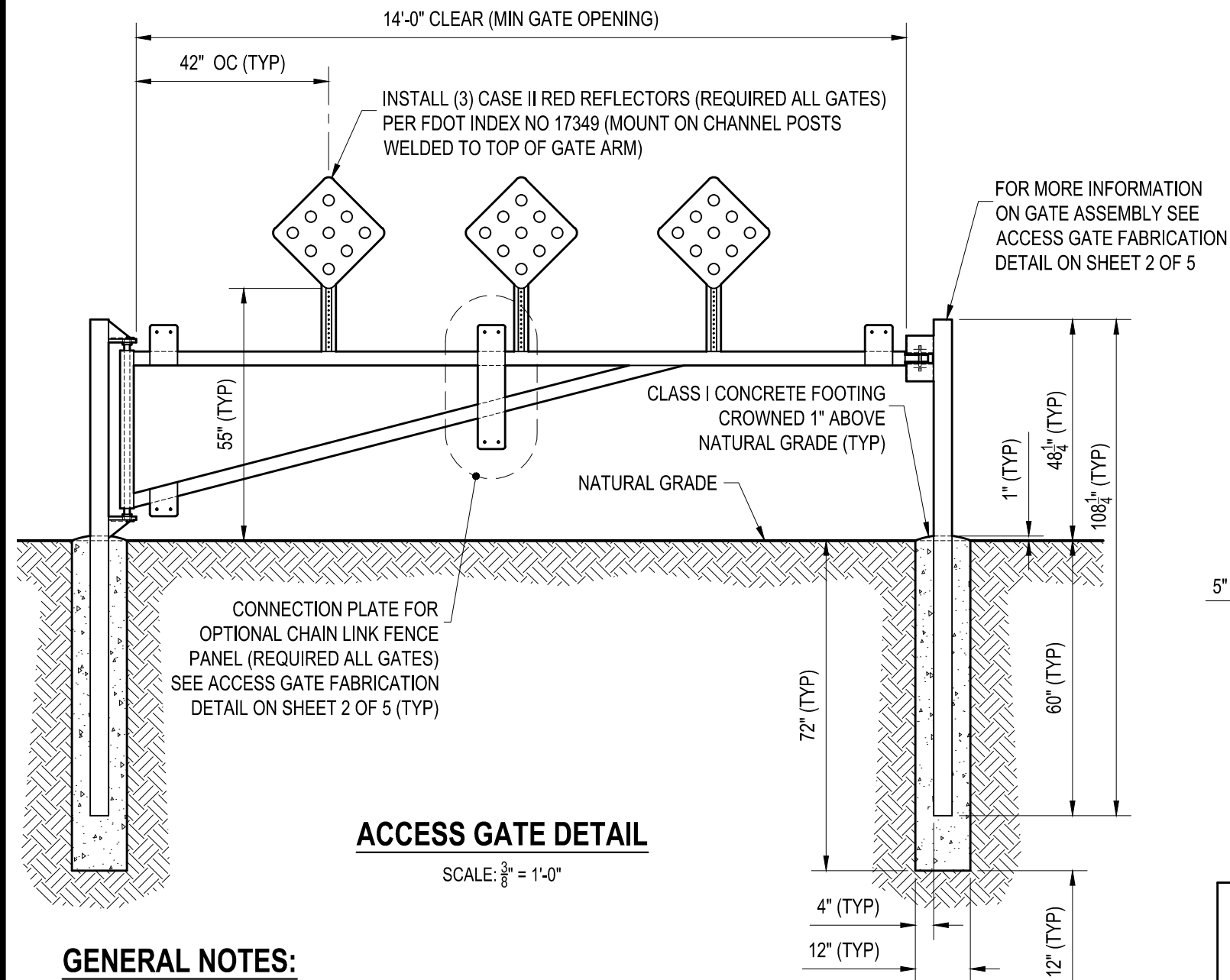

GEORGE McMURRAIN, Supervisor


KERMIT DELL, President


C. STANLEY WEAVER, Vice President


WILLIAM G. WINTERS,
Secretary and Manager

Appendix I - Access Gate Details

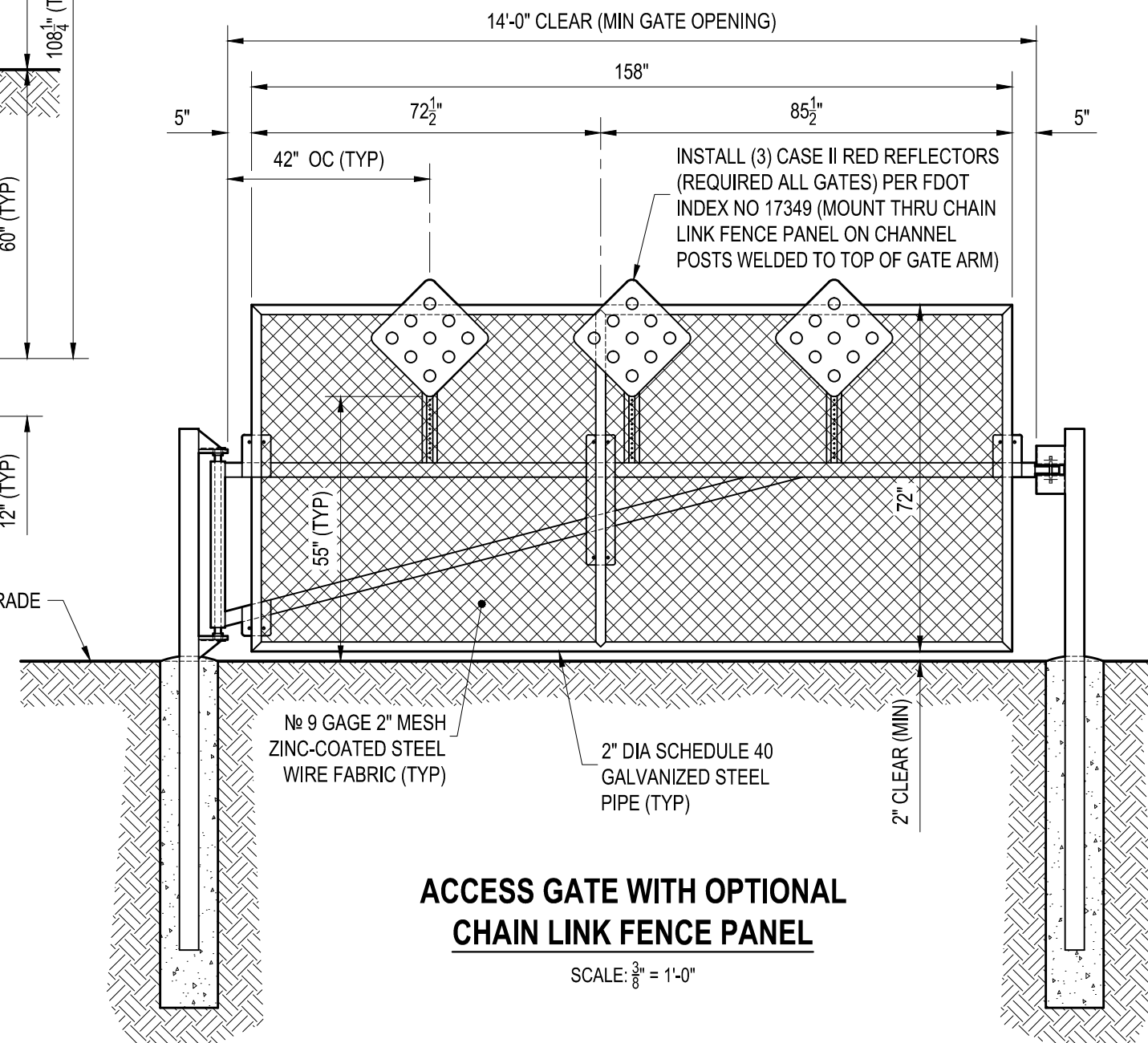


GENERAL NOTES:

1. THE ACCESS GATE IS TO BE LOCATED WITHIN EXISTING LWDD RIGHT OF WAY & IS TO BE CENTERED BETWEEN THE EXISTING LWDD RIGHT OF WAY LINE & THE EXISTING TOP OF BANK OF THE LWDD CANAL.
2. THE PERMITTEE IS TO INSTALL BOLLARDS EVERY THREE FEET (3' OC) WITHIN THE AREA BETWEEN THE EXISTING LWDD RIGHT OF WAY & THE EXISTING TOP OF BANK OF THE LWDD CANAL OUTSIDE THE LIMITS OF THE ACCESS GATE, BEGINNING ONE FOOT AWAY FROM THE OUTSIDE EDGE OF THE GATE POST ON BOTH SIDES OF THE GATE. EACH BOLLARD IS TO BE IDENTICAL TO THE GATE POST OF THE ACCESS GATE: A 4" X 4" X $\frac{3}{16}$ " X 108" STEEL SQUARE TUBING WITH A 4" X 4" X $\frac{1}{4}$ " STEEL PLATE WELDED TO THE TOP (IN LIEU OF THE 4" X 4" X $\frac{1}{4}$ " STEEL PLATE WELDED TO THE TOP OF EACH STEEL SQUARE TUBING BOLLARD THE PERMITTEE CAN FILL EACH BOLLARD WITH CLASS I CONCRETE). EACH BOLLARD IS TO BE INSTALLED IDENTICALLY TO THE GATE POST OF THE ACCESS GATE AS SHOWN ON THE ACCESS GATE DETAIL: TUBING TO BE BURIED VERTICALLY 60" BELOW NATURAL GRADE & IS TO BE CENTERED WITHIN A 12" DIAMETER CIRCULAR CLASS I CONCRETE FOOTER. THE CONCRETE FOOTER FOR EACH BOLLARD SHALL BE TO A DEPTH OF 72" BELOW NATURAL GRADE & THE CONCRETE IS TO BE CROWNED 1" ABOVE NATURAL GRADE (SEE ACCESS GATE DETAIL FOR SCHEMATIC DETAILS).

GENERAL NOTES CONTINUED:

3. IN ADDITION TO THE BOLLARDS, THE PERMITTEE MAY INSTALL, BEHIND THE BOLLARDS OUTSIDE THE LIMITS OF THE ACCESS GATE, 6' HIGH CHAIN LINK FENCE AS A DETERRENT TO PEDESTRIAN TRAFFIC. THE CHAIN LINK FENCE SHALL, AS A MINIMUM, CONSIST OF NO. 9 GAGE 2" MESH ZINC-COATED STEEL WIRE FENCE FABRIC & SCHEDULE 40 GALVANIZED STEEL PIPE FOR FENCE POSTS. THE SCHEDULE 40 GALVANIZED STEEL PIPE FENCE POSTS ARE TO BE INSTALLED AT 10' OC BURIED VERTICALLY TO A DEPTH OF 36" BELOW NATURAL GRADE WITH EACH POST CENTERED WITHIN A 12" DIAMETER CIRCULAR CLASS I CONCRETE FOOTER. THE CONCRETE FOOTER FOR EACH FENCE POST SHALL BE TO A DEPTH OF 48" BELOW NATURAL GRADE & THE CONCRETE IS TO BE CROWNED 1" ABOVE NATURAL GRADE.
4. BARBED WIRE IS NOT ALLOWED.
5. THE PERMITTEE IS TO PROVIDE ONE LOCK FOR EACH GATE & LWDD IS TO PROVIDE ANY ADDITIONAL LOCKS NECESSARY TO SECURE THE GATE.



ACCESS GATE DETAILS



**LAKE WORTH
DRAINAGE DISTRICT**

13081 MILITARY TRAIL
DELRAY BEACH, FLORIDA 33484-1105
PHONE (561) 498-5363
FAX (561) 495-9694
WWW.LWDD.NET

DATE:	11/23/2015
SCALE:	$\frac{3}{8}" = 1'-0"$
DRAWN BY:	BOB WISE
CHECKED BY:	TONY LAS CASAS
CAD FILE:	SEE PLOT STAMP
AERIAL DATE:	NA

Sheet No.:
1

OF:
5

LWDD PROJECT No:

NA

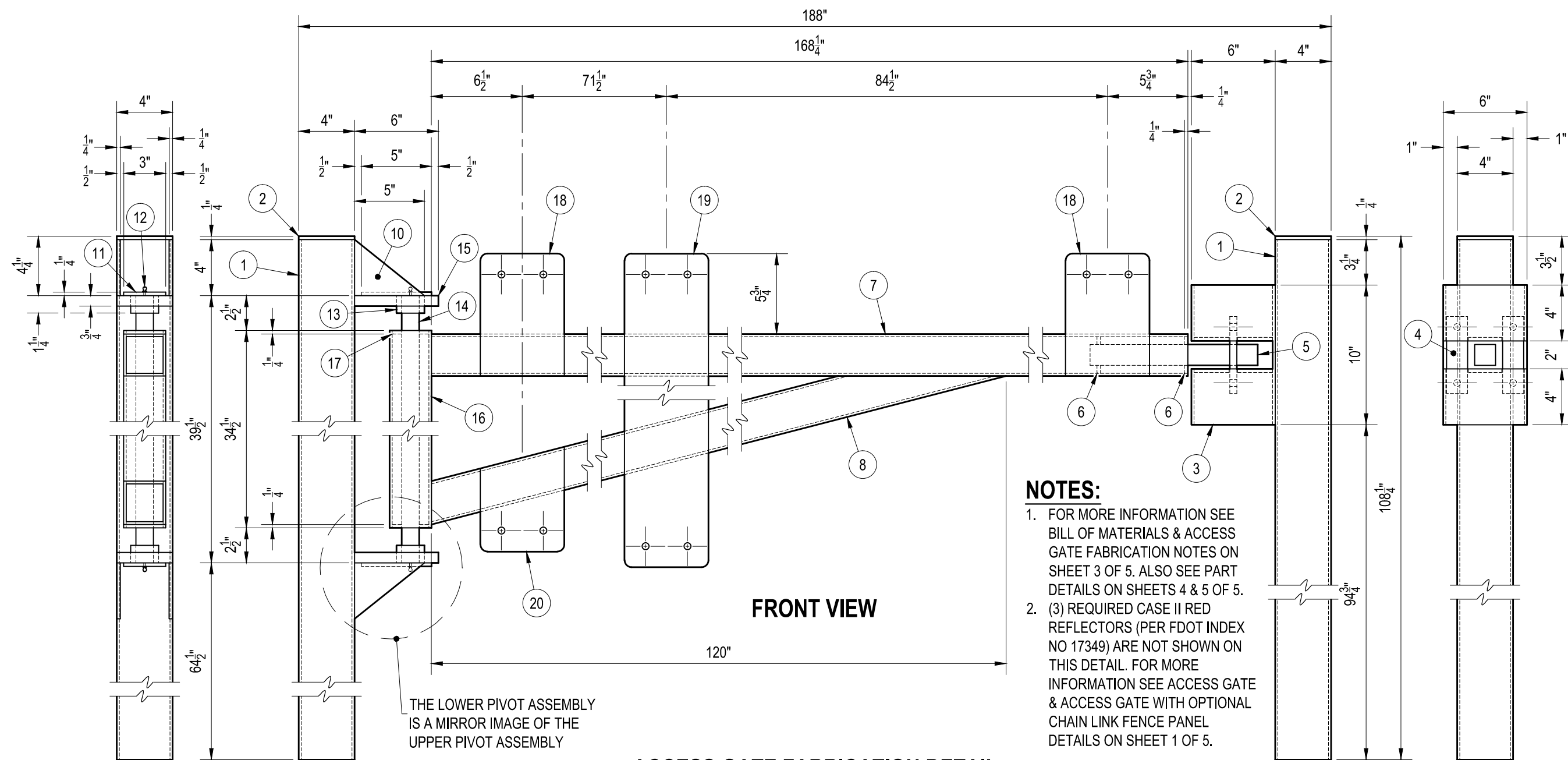
CONCRETE
 OR MORE
 S GATE
 T 1 OF 5

188"
 168"
 4"
 6"
 6"
 4"
 1"
 4"
 6"
 1"

TOP VIEW

9

TOP VIEW



1. FOR MORE INFORMATION SEE BILL OF MATERIALS & ACCESS GATE FABRICATION NOTES ON SHEET 3 OF 5. ALSO SEE PART DETAILS ON SHEETS 4 & 5 OF 5.
2. (3) REQUIRED CASE II RED REFLECTORS (PER FDOT INDEX NO 17349) ARE NOT SHOWN ON THIS DETAIL. FOR MORE INFORMATION SEE ACCESS GATE & ACCESS GATE WITH OPTIONAL CHAIN LINK FENCE PANEL DETAILS ON SHEET 1 OF 5.

FRONT VIEW

ACCESS GATE FABRICATION DETAIL

SCALE: $1\frac{1}{2}" = 1'-0"$

**RIGHT SIDE VIEW
(PIVOT ASSEMBLY)**

**LEFT SIDE VIEW
(LATCH ASSEMBLY)**



**LAKE WORTH
DRAINAGE DISTRICT**

13081 MILITARY TRAIL
DELRAY BEACH, FLORIDA 33484-1105

PHONE (561) 498-5363

FAX (561) 495-9694

WWW.LWDD.NET

WWW.LWDD.NET

WWW.LWDD.NET

WWW.LWDD.NET

11/23/2015

DATE: _____

SCALE:

DRAWN

CHECKE

CAD FILE

AERIAL I

SHEET
No:

2

DF: 5

LWDD PROJECT No:

NA

BILL OF MATERIALS		
ITEM	DESCRIPTION	ITEMS REQ'D
①	GATE POST: 4" X 4" X $\frac{3}{16}$ " X 108" STEEL SQUARE TUBING	2
②	GATE POST END CAP: 4" X 4" X $\frac{1}{4}$ " STEEL PLATE	2
③	LOCK HOUSING: 6" X 6" X $\frac{3}{16}$ " X 10" STEEL SQUARE TUBING (SEE PART DETAILS ON SHEET 5 OF 5)	1
④	LOCK PIN: $1\frac{1}{2}$ " X $5\frac{1}{2}$ " X $\frac{1}{2}$ " 304 STAINLESS STEEL PLATE (SEE PART DETALS ON SHEET 4 OF 5)	2
⑤	LATCH ARM: $1\frac{1}{2}$ " X $1\frac{1}{2}$ " X 12" STEEL SOLID STOCK (SEE PART DETAILS ON SHEET 4 OF 5)	1
⑥	GATE ARM END CAP & LATCH ARM BRACE: $2\frac{5}{8}$ " X $2\frac{5}{8}$ " X $\frac{1}{4}$ " STEEL PLATE (SEE PART DETAILS ON SHEET 4 OF 5)	2
⑦	GATE ARM: 3" X 3" X $\frac{3}{16}$ " X $168\frac{1}{4}$ " STEEL SQUARE TUBING	1
⑧	GATE ARM BRACE: 3" X 3" X $\frac{3}{16}$ " X $123\frac{15}{16}$ " STEEL SQUARE TUBING (SEE PART DETAILS ON SHEET 5 OF 5)	1
⑨	LOCK PIN RECEIVER: $5\frac{5}{8}$ " X $5\frac{5}{8}$ " X $\frac{1}{4}$ " STEEL PLATE (SEE PART DETAILS ON SHEET 4 OF 5)	2
⑩	PIVOT GUSSET: 4" X 5" X $\frac{1}{4}$ " TRIANGULAR STEEL PLATE (SEE PART DETAILS ON SHEET 4 OF 5)	4
⑪	PIVOT PIN CAP: 3" X 5" X $\frac{1}{4}$ " STEEL PLATE (SEE PART DETAILS ON SHEET 4 OF 5)	2
⑫	STANDARD $\frac{1}{4}$ " GREASE FITTING	2
⑬	PIVOT PIN BUSHING: 2" OUTSIDE DIA X $1\frac{1}{4}$ " INSIDE DIA X $1\frac{1}{4}$ " STEEL TUBING (SEE PART DETAILS ON SHEET 4 OF 5)	2
⑭	PIVOT PIN: $1\frac{1}{4}$ " DIA X $39\frac{1}{2}$ " SOLID STEEL PRESS PROOF PIN STOCK	1
⑮	PIVOT PLATE: 4" X 6" X $\frac{3}{4}$ " STEEL PLATE (SEE PART DETAILS ON SHEET 4 OF 5)	2
⑯	GATE SUPPORT MEMBER: 3" X 3" X $\frac{3}{16}$ " X $34\frac{1}{2}$ " STEEL SQUARE TUBING	1
⑰	GATE SUPPORT MEMBER END CAP: $2\frac{5}{8}$ " X $2\frac{5}{8}$ " X $\frac{1}{4}$ " STEEL PLATE (SEE PART DETAILS ON SHEET 4 OF 5)	2
⑱	CHAIN LINK FENCE PANEL CONNECTION PLATE: 6" X $8\frac{3}{4}$ " X $\frac{1}{4}$ " STEEL PLATE (SEE PART DETAILS ON SHEET 5 OF 5)	2
⑲	CHAIN LINK FENCE PANEL CONNECTION PLATE: 6" X 27" X $\frac{1}{4}$ " STEEL PLATE (SEE PART DETAILS ON SHEET 5 OF 5)	1
⑳	CHAIN LINK FENCE PANEL CONNECTION PLATE: 6" X $7\frac{1}{2}$ " X $\frac{1}{4}$ " STEEL PLATE (SEE PART DETAILS ON SHEET 5 OF 5)	1

ACCESS GATE FABRICATION NOTES:

1. ALL STEEL TUBING SHALL BE ASTM A500 STANDARD OR BETTER.
2. ALL FIXED CONNECTIONS SHALL BE $\frac{1}{4}$ " FILLET WELD ALL AROUND USING ER70XX ELECTRODE.

ACCESS GATE DETAILS



LAKE WORTH
DRAINAGE DISTRICT

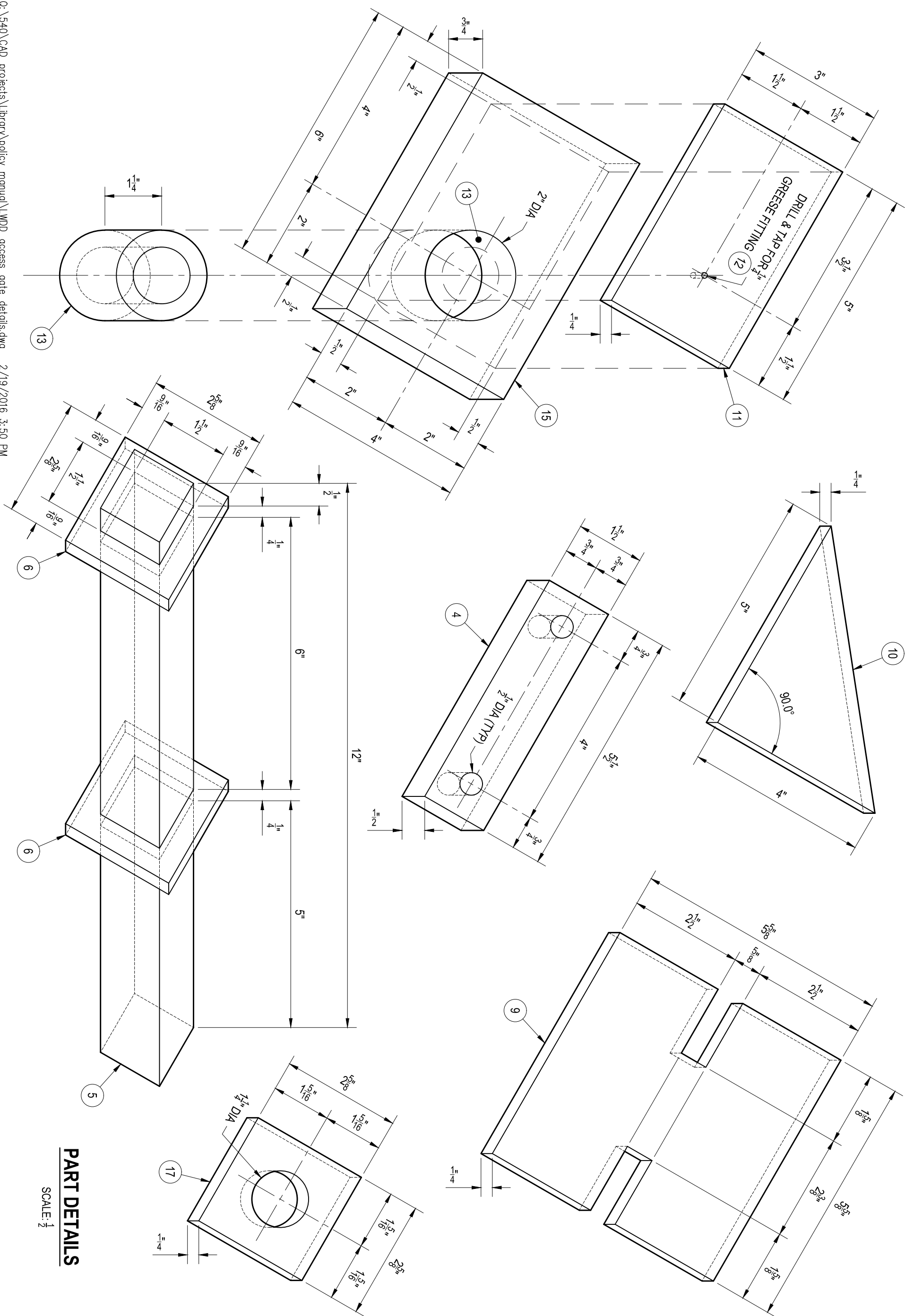
13081 MILITARY TRAIL
DELRAY BEACH, FLORIDA 33484-1105
PHONE (561) 498-5363
FAX (561) 495-9694
WWW.LWDD.NET

DATE:	11/23/2015
SCALE:	$1\frac{1}{2}$ " = 1'-0"
DRAWN BY:	BOB WISE
CHECKED BY:	TONY LAS CASAS
CAD FILE:	SEE PLOT STAMP
AERIAL DATE:	NA

Sheet No:	3 OF: 5

LWDD PROJECT No:

NA



ACCESS GATE DETAILS



***LAKE WORTH
DRAINAGE DISTRICT***

13081 MILITARY TRAIL
DELRAY BEACH, FLORIDA 33484-1105
PHONE (561) 498-5363
FAX (561) 495-9694
WWW.LWDD.NET

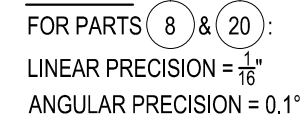
DATE:	11/23/2015
SCALE:	$\frac{1}{2}$
DRAWN BY:	BOB WISE
CHECKED BY:	TONY LAS CASAS
CAD FILE:	SEE PLOT STAMP
AERIAL DATE:	NA

4	OF: 5
SHEETS - 1	
No:	

LWDD PROJECT No.:

NA

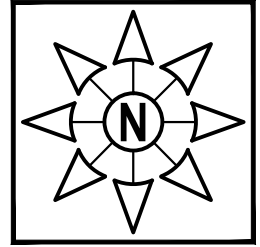
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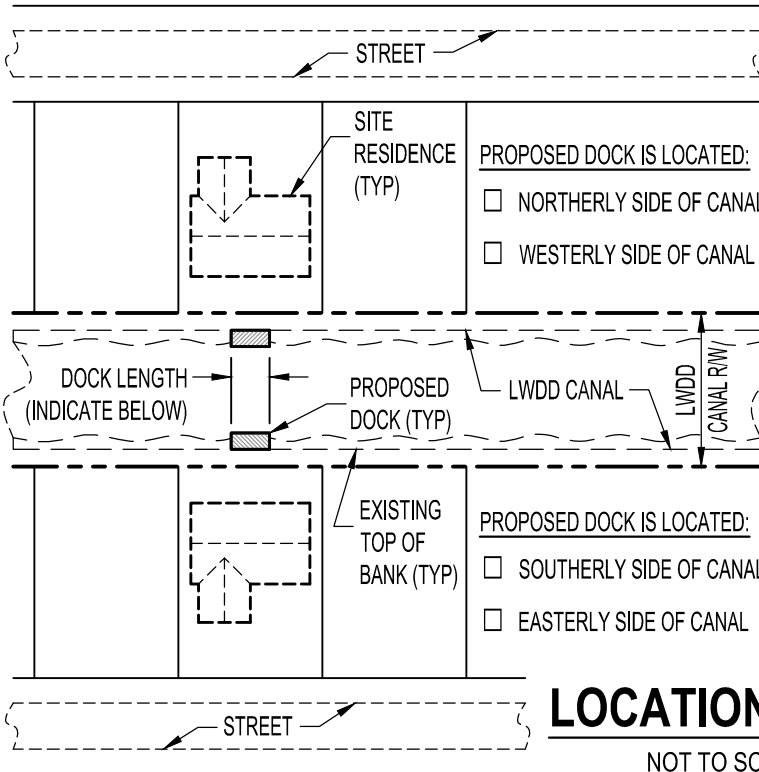
NA

Appendix J - Guidelines For Docks

LAKE WORTH DRAINAGE DISTRICT GUIDELINES FOR DOCKS



IDENTIFY NORTH:
MARK APPROPRIATE
ARROWHEAD



REQUIRED INFORMATION:

NAME: _____

DATE: _____

SITE ADDRESS: _____

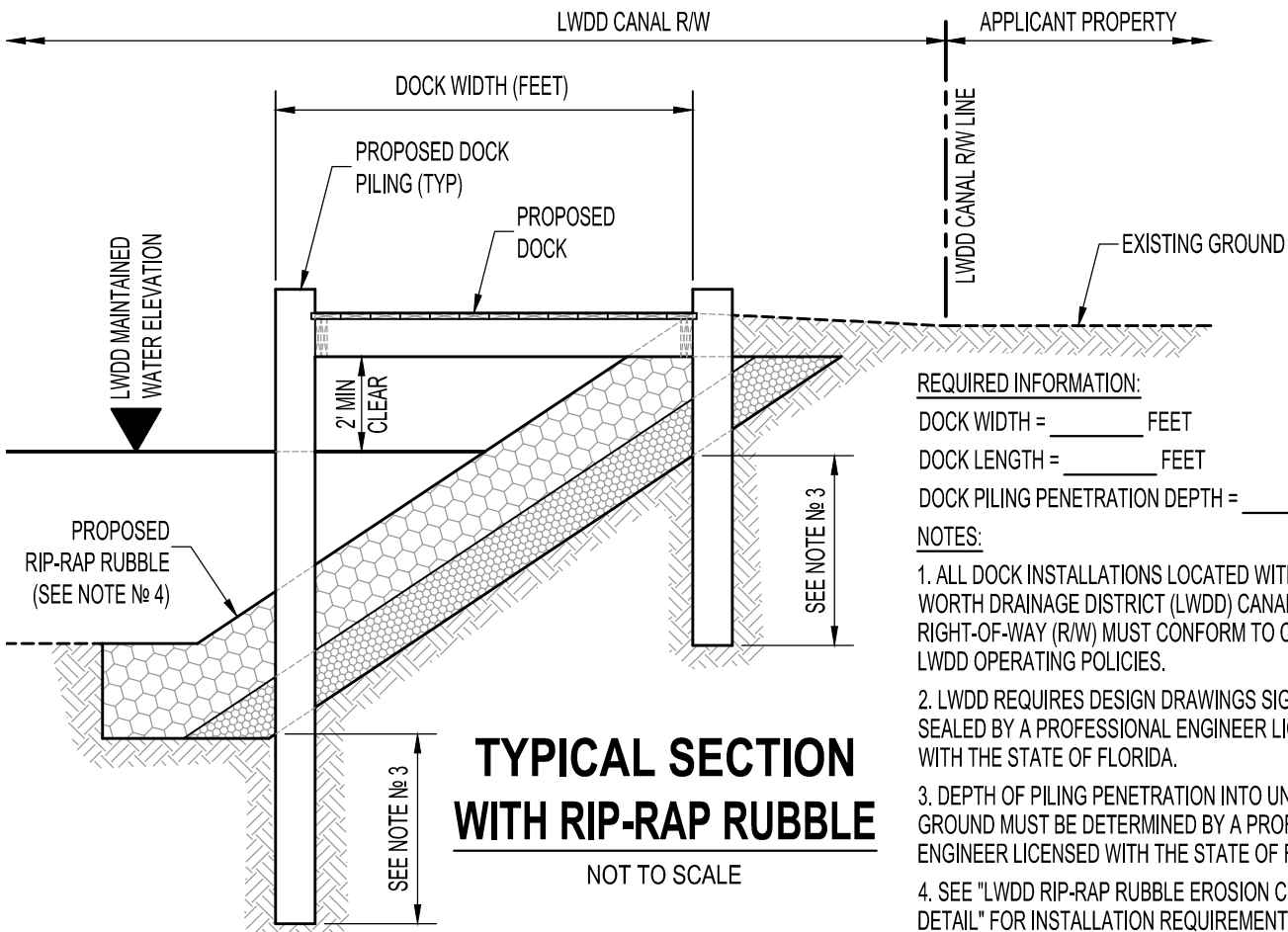
SUBDIVISION: _____

LOT NUMBER: _____ BLOCK NUMBER: _____

LWDD CANAL No: _____

LOCATION PLAN

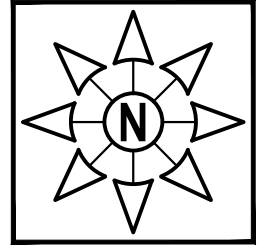
NOT TO SCALE



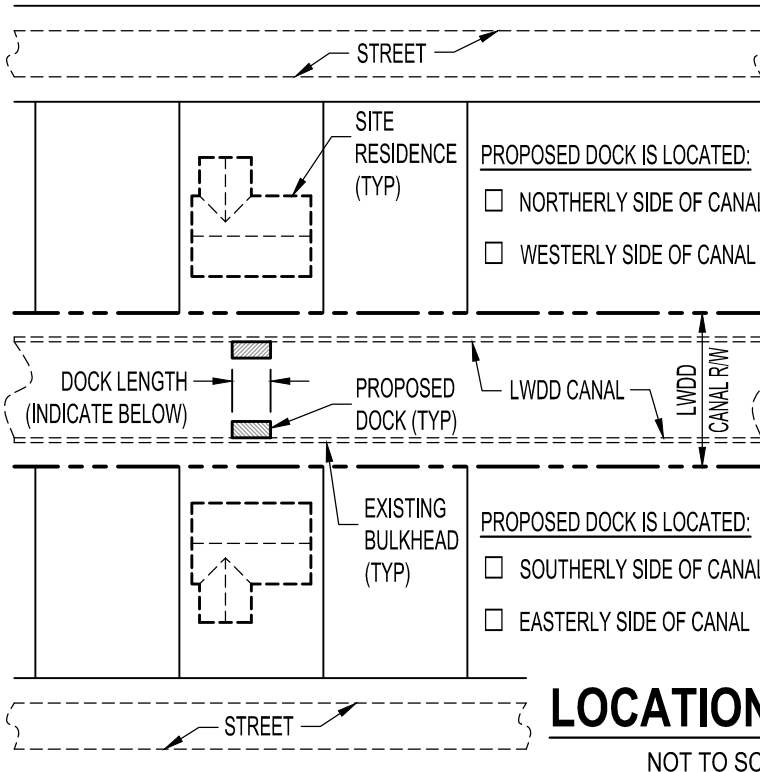
TYPICAL SECTION WITH RIP-RAP RUBBLE

NOT TO SCALE

LAKE WORTH DRAINAGE DISTRICT GUIDELINES FOR DOCKS



IDENTIFY NORTH:
MARK APPROPRIATE
ARROWHEAD



REQUIRED INFORMATION:

NAME: _____

DATE: _____

SITE ADDRESS: _____

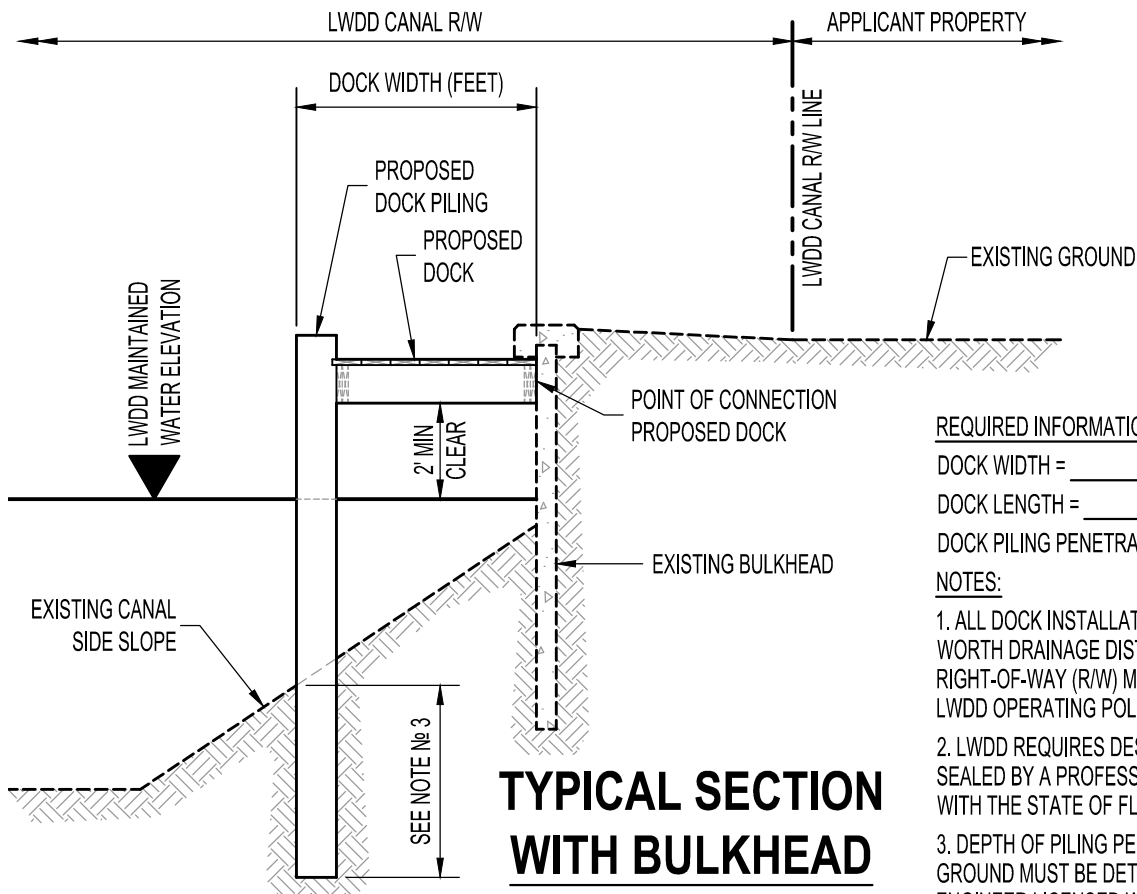
SUBDIVISION: _____

LOT NUMBER: _____ BLOCK NUMBER: _____

LWDD CANAL No: _____

LOCATION PLAN

NOT TO SCALE



TYPICAL SECTION WITH BULKHEAD

NOT TO SCALE

REQUIRED INFORMATION:

DOCK WIDTH = _____ FEET

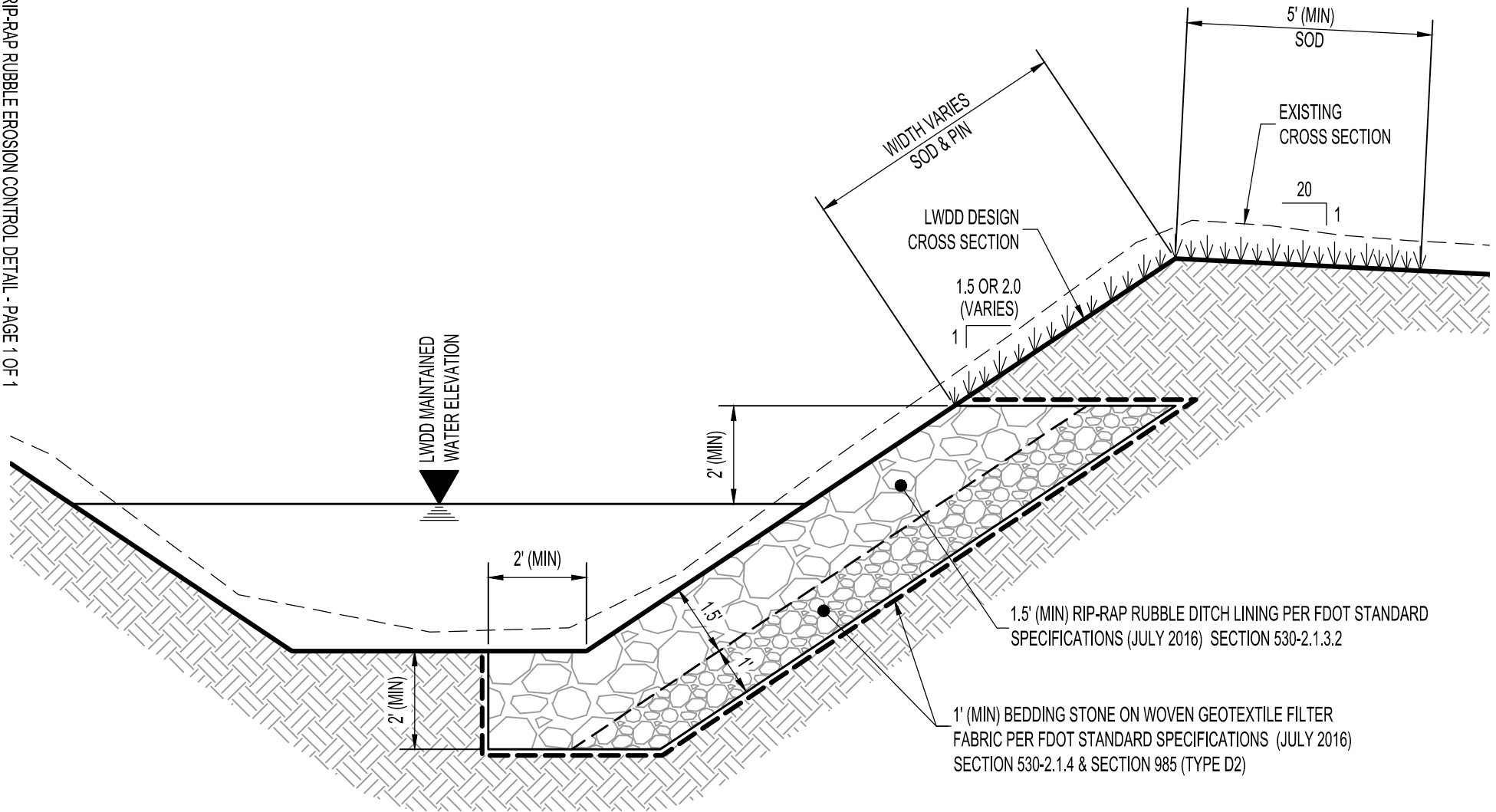
DOCK LENGTH = _____ FEET

DOCK PILING PENETRATION DEPTH = _____ FEET

NOTES:

1. ALL DOCK INSTALLATIONS LOCATED WITHIN A LAKE WORTH DRAINAGE DISTRICT (LWDD) CANAL RIGHT-OF-WAY (R/W) MUST CONFORM TO CURRENT LWDD OPERATING POLICIES.
2. LWDD REQUIRES DESIGN DRAWINGS SIGNED & SEALED BY A PROFESSIONAL ENGINEER LICENSED WITH THE STATE OF FLORIDA.
3. DEPTH OF PILING PENETRATION INTO UNDISTURBED GROUND MUST BE DETERMINED BY A PROFESSIONAL ENGINEER LICENSED WITH THE STATE OF FLORIDA.

Appendix K - Rip-Rap Rubble Erosion Control Detail

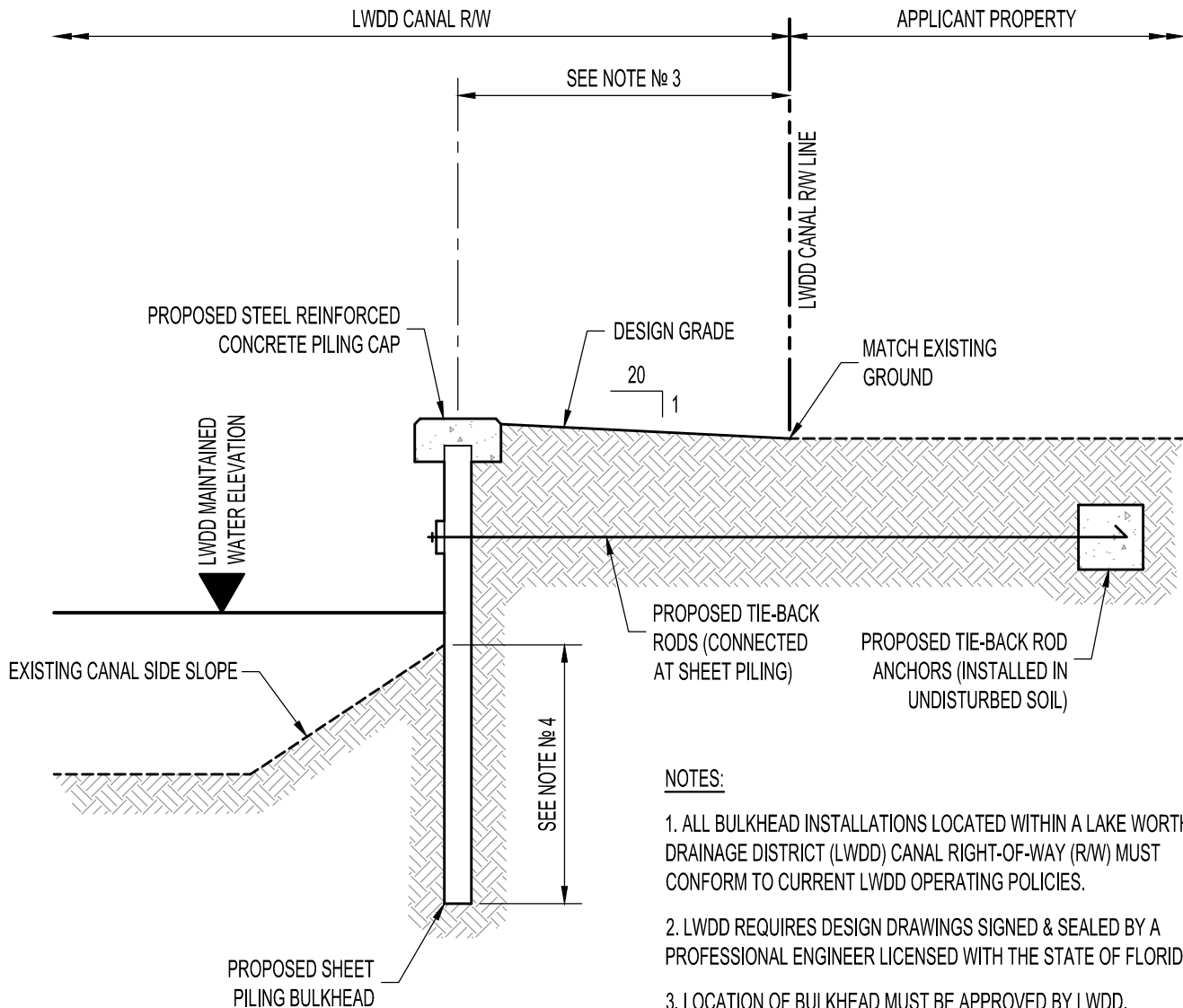


LWDD RIP-RAP RUBBLE EROSION CONTROL DETAIL

NOT TO SCALE

Appendix L - Guidelines For Bulkheads

LAKE WORTH DRAINAGE DISTRICT GUIDELINES FOR BULKHEADS



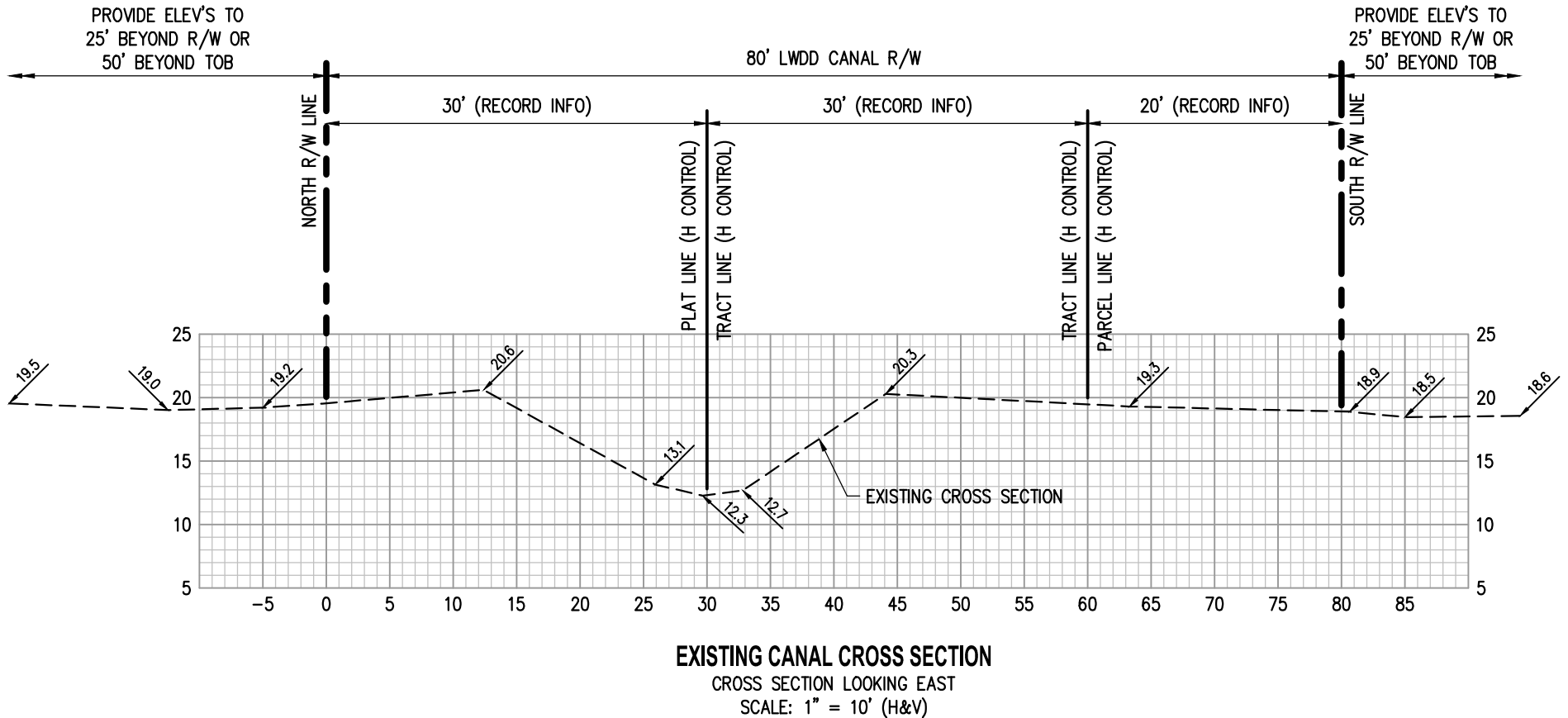
NOTES:

1. ALL BULKHEAD INSTALLATIONS LOCATED WITHIN A LAKE WORTH DRAINAGE DISTRICT (LWDD) CANAL RIGHT-OF-WAY (R/W) MUST CONFORM TO CURRENT LWDD OPERATING POLICIES.
2. LWDD REQUIRES DESIGN DRAWINGS SIGNED & SEALED BY A PROFESSIONAL ENGINEER LICENSED WITH THE STATE OF FLORIDA.
3. LOCATION OF BULKHEAD MUST BE APPROVED BY LWDD.
4. DEPTH OF SHEET PILING PENETRATION INTO UNDISTURBED GROUND MUST BE DETERMINED BY A PROFESSIONAL ENGINEER LICENSED WITH THE STATE OF FLORIDA.

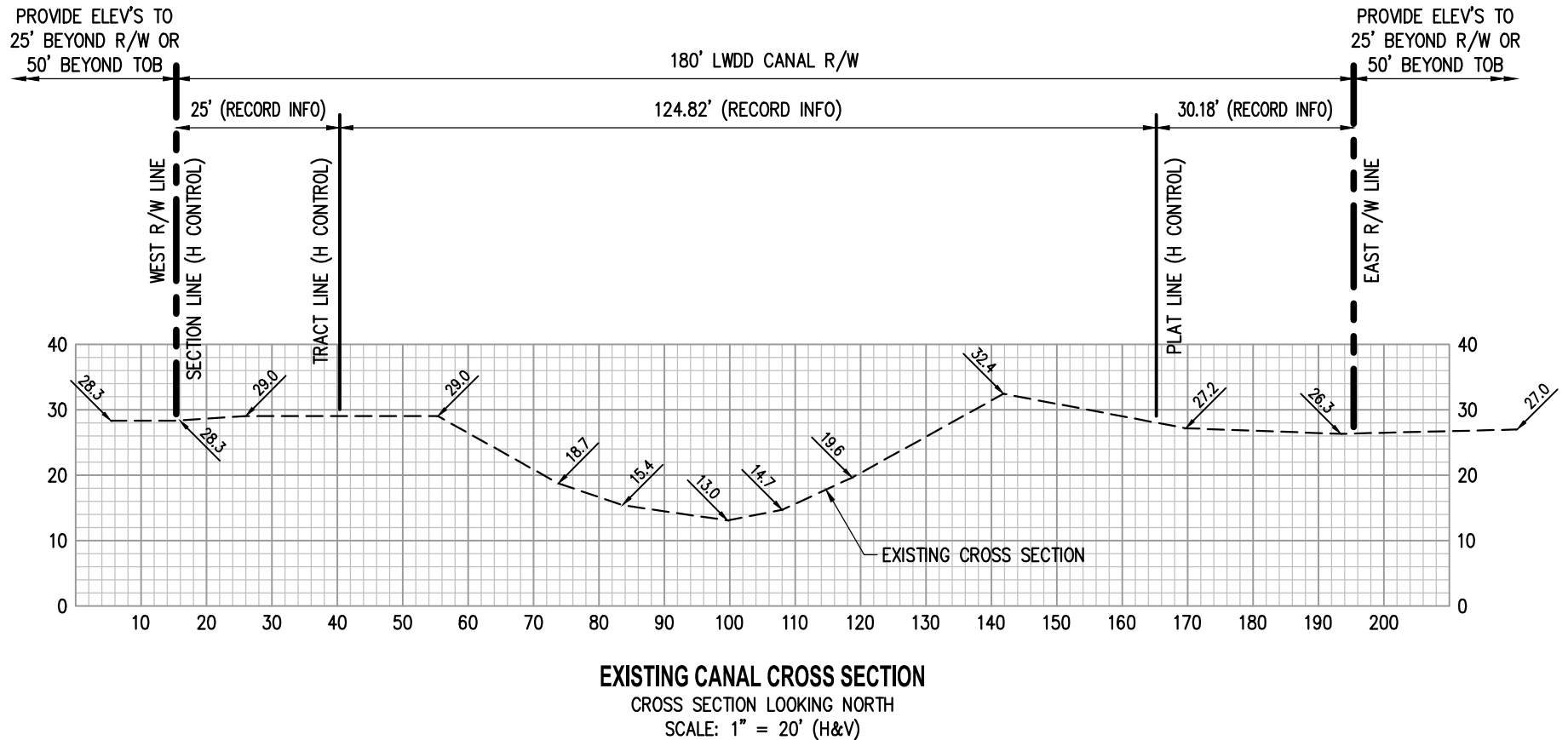
TYPICAL SECTION

NOT TO SCALE

Appendix M - Sample Canal Cross-Section



SAMPLE CANAL CROSS SECTION (NTS)
FOR CANAL RIGHTS-OF-WAY EQUAL TO
OR LESS THAN 80 FEET IN WIDTH



SAMPLE CANAL CROSS SECTION (NTS)
FOR CANAL RIGHTS-OF-WAY
GREATER THAN 80 FEET IN WIDTH

Appendix N - Performance Bond

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

Appendix O - Irrevocable Letter of Credit

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)

Appendix P - Sample Certification of Title

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

Appendix Q - Petition For Consent and Annexation Within the Boundaries of The LWDD (Corporate)

**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

**PETITION AND CONSENT FOR ANNEXATION WITHIN THE
BOUNDARIES
OF THE LAKE WORTH DRAINAGE DISTRICT**

EXHIBIT 'A'

Sketch of Description

To be provided by

Petitioner

Appendix R - Joinder To Petition and Consent for Annexation (Corporate)

**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'

Appendix S - Petition For Consent and Annexation Within the Boundaries of The LWDD (Individual)

**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

Appendix T - Joinder To Petition and Consent for Annexation (Individual)

**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____.

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'