

PREPARED BY:  
Torcivia, Donlon, Goddeau & Rubin, P.A.  
701 Northpoint Parkway, Suite 209  
West Palm Beach, Florida 33407

RETURN TO:  
TOWN OF LOXAHATCHEE GROVES  
155 F Road  
Loxahatchee Groves, FL 33470

Property Appraisers Parcel  
Identification (Folio) Number(s):

\_\_\_\_\_

\_\_\_\_\_ [space above this line for recording data.] \_\_\_\_\_

### PERMIT AUTHORIZATION AND MAINTENANCE AGREEMENT

THIS PERMIT AUTHORIZATION AND MAINTENANCE AGREEMENT (“Agreement”) is dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the LOXAHATCHEE GROVES WATER CONTROL DISTRICT (the “District”) and \_\_\_\_\_ (the “Owner”) of the property located at \_\_\_\_\_ (the “Property”).

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. **Multiple owners/properties.** If this Agreement involves more than one property and more than one property owner, all such owners shall be included in the term “Owner” and all such properties shall be included in the term “Property” throughout the Agreement. All owners shall execute Attachment 1 “Multiple Owners Identification and Execution.” If the multiple owners have established a single entity or otherwise have a legally sufficient written agreement to authorize one or more members of the group of multiple owners to act on behalf of the group or the single entity, such agreement shall be attached hereto as Exhibit 1 to Attachment 1 and the individuals with authority shall execute the Agreement. Said Exhibit and Attachment are incorporated herein by this reference. All owners shall be jointly and severally liable for any and all breaches of this Agreement, associated costs and fees hereunder (e.g., indemnification, hold harmless, defense provisions, etc.) or otherwise, and any violations of applicable laws, ordinances, permits, rules and regulations.

2. **Permit authorization.** Subject to the terms and conditions of this

Agreement, the District authorizes the Town of Loxahatchee Groves ("Town") to issue to Owner a permit to place a culvert connecting the Property to a Town right-of-way (the "Culvert") where the Culvert will be placed within a canal of the District, said permit to be in the form attached hereto as Exhibit A ("Permit").

3. **Title to property.** Owner warrants and represents that he has fee simple title to the Property, which is more particularly described in the attached Exhibit B.

4. **Compliance with permit and applicable laws.** Owner agrees to abide by all of the terms and conditions of this Agreement and the Permit, including any representations made on the Permit application. Owner acknowledges that the Permit does not convey any property rights or any right or privileges other than those specified therein. The District approves the Culvert only to the extent of its interest in the works of the District. The Owner shall obtain any other necessary Federal, state, local, special district and private authorizations prior to placement of the Culvert authorized by the Permit. The District, however, assumes no duty to ensure that any such authorizations have been obtained.

5. **Owner maintenance duties.** The Culvert shall remain the property of the Owner, who shall be solely responsible for ensuring that the Culvert remains in good and safe condition and complies with Chapter 46 of the Town's Code of Ordinances, as amended from time to time, and all other applicable Federal, state and local laws, safety standards, rules and regulations. The District assumes no duty with regard to ensuring that the Culvert is so maintained and assumes no liability with regard to injuries caused to the Owner or others by any such failure to so maintain the Culvert. The District further assumes no duty to ensure that the Culvert complies with the safety standards of other governmental entities.

6. **Noninterference.** In placing and maintaining the Culvert, Owner shall not interfere with the construction, alteration, maintenance or operation of the works of the District and Owner shall be responsible for any costs and fees incurred by the District resulting from any such interference.

7. **Interference.** Owner agrees, that in the event (i) the Culvert is interfering with the proper operation of the District's works (as solely determined by the engineer for the District) or (ii) the District or Town alters its canals or roads in such manner as to preclude the proper operation of the Culvert, then upon sixty (60) days' notice, Owner shall remove the Culvert at his sole expense. In the event the Owner does not remove the Culvert within sixty (60) days of receiving said notice, then the District may, but shall not be obligated to, remove the Culvert and Owner shall be responsible for any costs or expenses involved in such removal by the District.

8. **Indemnification.** Owner shall indemnify, defend, and hold harmless the

District, its Board of Supervisors, the Town, its Council and their respective officers, agents and employees from and against any and all liability on account of any causes of action, claims, losses, damages (including but not limited to consequential), debts, expenses, costs, or legal fees (including but not limited to attorneys' fees through trial and all appeals) that might arise out of, or result from the ownership, placement, maintenance or operation of the Culvert, the breach of this Agreement, the violation of any applicable law, ordinance, permit, rule or regulation, and/or negligence, reckless conduct or intentional conduct, whether caused by the Owner or a third-party.

9. **Notices.** All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3<sup>rd</sup>) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the District or the Owner have a change of address, the other party shall immediately be notified in writing of such change in accordance with the procedures herein, provided, however, that each address for notice must include a street address and not merely a post office box. Notices shall be addressed to the appropriate party as follows:

If to the District:

Loxahatchee Groves Water Control District  
c/o Town Manager, Loxahatchee Groves  
155 F Road  
Loxahatchee Groves, FL 33470

If to the Owner:

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

10. **Enforcement Costs/Fees.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the parties agree that each party shall be responsible for its own attorney's fees.

11. **Applicable law and venue; waiver of jury trial; remedies.** In the event of any litigation regarding the Permit or this Agreement, the parties agree that venue thereof shall be had only in the courts of Palm Beach County, Florida. The terms and provisions of this Agreement and the Permit shall be construed and interpreted according to the laws of the State of Florida. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and

every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The Town shall not be liable to the Owner for any special, incidental or consequential damages of any kind whether or not caused by the Town's negligence even if the parties have been advised of the possibility of such damages.

12. **Agreement runs with the land.** The rights and obligations contained herein shall be binding upon the respective parties and their successors and assigns, provided, however, that the rights and obligations of the Owner shall not be separated from, and shall run with, ownership of the property described in the attached Exhibit B. The parties agree that a copy of this Agreement shall be recorded in the Public Records of Palm Beach County, Florida and shall run with the land.

13. **Survival; waiver; severability; preparation.** Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination. Failure of a party to enforce or exercise any right under this Agreement shall not be deemed a waiver of that party's right to enforce or exercise said right at any time thereafter. If any term or provisions of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision shall be deemed valid and enforceable to the extent permitted by law. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

14. **Entire agreement; counterparts.** The Town and the Owner agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, or conditions contained herein may be added to, modified, superseded, or otherwise altered except by written instrument executed by the parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts shall constitute one and the same instrument. The parties agree to accept the execution of this Agreement by electronic means (e.g., email, facsimile, etc.) and shall accept the same as an original.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE FOLLOWS.]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first above written.

WITNESSES:

(1) \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

(2) \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

OWNER: \_\_\_\_\_  
Title: \_\_\_\_\_  
(Include name of entity and title of person signing if signing for corporation, partnership, or other agreement, etc.)

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

OWNER – if corporation, partnership, or other agreement, etc.

The foregoing instrument was acknowledged and subscribed before me by means of \_\_\_physical presence or \_\_\_ online notarization this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_. He/she is personally known to me or has provided \_\_\_\_\_ (type of identification) as identification and did not take an oath.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public

(NOTARY SEAL)

My commission Expires:

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

OWNER – if individuals

The foregoing instrument was acknowledged and subscribed before me by means of \_\_\_physical presence or \_\_\_ online notarization this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, who is personally known to me or has provided \_\_\_\_\_ (type of identification) as identification and did not take an oath.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public

(NOTARY SEAL)

My commission Expires:

ATTEST:

LOXAHATCHEE GROVES WATER  
CONTROL DISTRICT

\_\_\_\_\_  
District Clerk

By: \_\_\_\_\_  
Laura Danowski, President

\_\_\_\_\_  
Office of the District Attorney

DRAFT

**EXHIBIT A**  
**Permit**

DRAFT

**EXHIBIT B**  
**Property Description**

DRAFT

**ATTACHMENT 1**  
**“MULTIPLE OWNERS IDENTIFICATION AND EXECUTION FORM”**  
**[PERMIT AUTHORIZATION AND MAINTENANCE AGREEMENT]**

In consideration of the mutual promises and covenants contained in the Permit Authorization and Maintenance Agreement (“Agreement”), the Owner hereto has caused this Agreement to be executed, the day and year first above written in the Agreement.

**USE THIS SIGNATURE BLOCK IF SINGLE-ENTITY OR INDIVIDUAL OTHERWISE LEGALLY AUTHORIZED TO SIGN ON BEHALF OF ALL OTHER OWNERS (MUST ATTACH PROOF OF SINGLE-ENTITY ORGANIZATION OR OTHER AGREEMENT AS EXHIBIT 1 TO ATTACHMENT 1):**

WITNESSES:

(1) \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

(2) \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

OWNER: \_\_\_\_\_  
Title: \_\_\_\_\_  
(Include name of entity and title of person signing if signing for corporation, partnership, or other agreement)

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA                    )  
COUNTY OF PALM BEACH        )

The foregoing instrument was acknowledged and subscribed before me by means of \_\_\_physical presence or \_\_\_ online notarization this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_. He/she is personally known to me or has provided \_\_\_\_\_ (type of identification) as identification and did not take an oath.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public

(NOTARY SEAL)

My commission Expires:

**USE THIS SIGNATURE BLOCK IF ALL OWNERS SIGNING INDIVIDUALLY:**

STATE OF FLORIDA            )  
COUNTY OF PALM BEACH    )

The foregoing instrument was acknowledged and subscribed before me by means of \_\_\_physical presence or \_\_\_ online notarization this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, whose property address is \_\_\_\_\_, who is personally known to me or has provided \_\_\_\_\_ (type of identification) as identification and did not take an oath.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public

(NOTARY SEAL)

My commission Expires:

STATE OF FLORIDA            )  
COUNTY OF PALM BEACH    )

The foregoing instrument was acknowledged and subscribed before me by means of \_\_\_physical presence or \_\_\_ online notarization this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, whose property address is \_\_\_\_\_, who is personally known to me or has provided \_\_\_\_\_ (type of identification) as identification and did not take an oath.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public

(NOTARY SEAL)

My commission Expires:

STATE OF FLORIDA            )  
COUNTY OF PALM BEACH    )

The foregoing instrument was acknowledged and subscribed before me by means of \_\_\_physical presence or \_\_\_ online notarization this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, whose property address is \_\_\_\_\_, who is \_\_\_\_\_, who is

personally known to me or has provided \_\_\_\_\_ (type of identification) as identification and did not take an oath.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public

(NOTARY SEAL)

My commission Expires:

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged and subscribed before me by means of \_\_\_physical presence or \_\_\_ online notarization this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, whose property address is \_\_\_\_\_, who is personally known to me or has provided \_\_\_\_\_ (type of identification) as identification and did not take an oath.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public

(NOTARY SEAL)

My commission Expires:

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged and subscribed before me by means of \_\_\_physical presence or \_\_\_ online notarization this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, whose property address is \_\_\_\_\_, who is personally known to me or has provided \_\_\_\_\_ (type of identification) as identification and did not take an oath.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public

(NOTARY SEAL)

My commission Expires:

**[Add more pages if additional owners.]**

**EXHIBIT 1 TO ATTACHMENT 1  
[ATTACH PROOF OF SINGLE-ENTITY ORGANIZATION OR OTHER AGREEMENT]**

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