



**SFWMD NOTICE GENERAL PERMIT NO. 562  
(NON-ASSIGNABLE)**

**Date Issued: January 22, 2025**

**AUTHORIZING: REPLACE AN EXISTING DOCK (SLIPS 7 AND 8) WITH ELECTRIC WITHIN THE EAST RIGHT OF WAY OF THE C-14 CANAL LOCATED AT THE REAR OF 777 SOUTH FEDERAL HIGHWAY. ( 7/10/2024 )**

**REPLACE AN EXISTING DOCK (SLIP 13) WITH ELECTRIC WITHIN THE EAST RIGHT OF WAY OF THE C-14 CANAL LOCATED AT THE REAR OF 777 SOUTH FEDERAL HIGHWAY. ( 7/3/2024 )**

**REPLACE AN EXISTING DOCK (SLIP 21N) WITHIN THE EAST RIGHT OF WAY OF THE C-14 CANAL LOCATED AT THE REAR OF 777 SOUTH FEDERAL HIGHWAY. ( 3/22/2024 )**

**REPLACE AN EXISTING DOCK (SLIPS 18N AND 18S) WITHIN THE EAST RIGHT OF WAY OF THE C-14 CANAL LOCATED AT THE REAR OF 777 SOUTH FEDERAL HIGHWAY. ( 3/3/2023 )**

**REPLACE AN EXISTING DOCK (SLIPS 1 & 2) WITHIN THE NORTH RIGHT OF WAY OF THE C-14 CANAL LOCATED AT THE REAR OF 777 SOUTH FEDERAL HIGHWAY. ( 6/9/2022 )**

**REPLACEMENT OF AN EXISTING DOCK (SLIPS 4 & 5) WITHIN THE NORTH RIGHT OF WAY OF C-14 LOCATED AT THE REAR OF 777 SOUTH FEDERAL HIGHWAY. ( 4/29/2021 )**

**REPLACEMENT OF AN EXISTING DOCK (SLIPS 5 & 6) WITHIN THE NORTH RIGHT OF WAY OF C-14 LOCATED AT THE REAR OF 777 SOUTH FEDERAL HIGHWAY. ( 7/17/2020 )**

**REPLACEMENT OF AN EXISTING DOCK (SLIP 12) WITHIN THE NORTH RIGHT OF WAY OF C-14 LOCATED AT THE REAR OF 777 SOUTH FEDERAL HIGHWAY. ( 5/6/2020 )**

**ELECTRICAL SERVICE WITH LIGHTS TO AN EXISTING DOCK (SLIPS 16 & 17) WITHIN THE NORTH RIGHT OF WAY OF THE C-14 CANAL AT THE REAR OF 777 SOUTH FEDERAL HIGHWAY. ( 4/29/2020 )**

**REPLACE WOOD DECKING ON EXISTING DOCK (SLIPS 16 & 17) WITHIN THE NORTH RIGHT OF WAY OF THE C-14 CANAL AT THE REAR OF 777 SOUTH FEDERAL HIGHWAY. ( 10/4/2019 )**

**REPLACE EXISTING MARGINAL DOCK (NO. 14/15), WITH ELECTRICAL SERVICE AND LIGHTS WITHIN THE WEST RIGHT OF WAY OF C-14 LOCATED AT THE REAR OF 777 SOUTH FEDERAL HIGHWAY. (ISLAND CLUB ONE) ( 6/7/2018 )**

**REPLACE EXISTING DOCK WITHIN THE NORTH RIGHT OF WAY OF C-14 LOCATED AT THE REAR OF 777 SOUTH FEDERAL HIGHWAY. ( 10/19/2017 )**

**DELETE BRIDGE FROM AUTHORIZATION (SEE LETTER FROM R.E. ZENSEN, JR.,  
DATED APRIL 9, 1981.) ( 4/9/1981 )**

**MODIFICATION TO INCLUDE: CONCRETE BRIDGE, 58 BOAT DOCKS, 6 DRAINAGE  
CULVERTS, AND RIP-RAP ALONG BANK. ( 11/15/1971 )**

**EXCAVATION OF NEW CHANNEL; CONST. OF CAUSEWAY AND RELATED BRIDGE  
INTO AND ACROSS FORMER CHANNEL; EXCAVATION IN C-14 - LOCATION  
APPROX. AT U.S. 1 ( 6/28/1956 )**

LOCATED IN: **Broward County**

ISSUED TO: **Island Club One-Two-Three-Four Inc  
777 S Federal Highway  
Pompano Beach, FL 33062**

This permit is issued pursuant to Application No. 250110-49075 dated January 10, 2025 and permittee's agreement to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, maintenance or use of the work or structure involved in the Permit. Said application, including all plans and specifications attached thereto, is by reference made a part hereof. The permittee, by acceptance of this permit, hereby agrees that he/she shall promptly comply with all orders of the District and shall alter, repair or remove his/her use solely at his/her expense in a timely fashion. Permittee shall comply with all laws and rules administered by the District. This permit does not convey to permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation, or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit is issued by the District as a revocable license to use or occupy District works or lands. It does not create any right or entitlement, either legal or equitable, to the continued use of the District works or lands. Since this permit conveys no right to the continued use of the District works or lands, the District is under no obligation to transfer this permit to any subsequent party. By acceptance of this permit, the permittee expressly acknowledges that the permittee bears all risk of loss as a result of revocation of this permit.

**WORK PROPOSED MUST BE COMPLETED ON OR BEFORE June 20, 2025 .**

Otherwise, this permit is void and all rights there under are automatically canceled unless permittee applies for, in writing, a request for extension to the construction period and such request is received by the District on or before the expiration date and such request is granted, in writing, by the District.

**SPECIAL CONDITIONS (SPECIFIC PROJECT CONDITIONS) AND LIMITING CONDITIONS ON  
ATTACHED SHEETS ARE A PART OF THIS DOCUMENT.**

Sincerely,



**John Hixenbaugh**  
Section Administrator - Right of Way Section

## Special Conditions

1. PRIOR TO COMMENCEMENT OF CONSTRUCTION OR UTILIZATION OF THE DISTRICT'S RIGHT OF WAY, PERMITTEE SHALL SCHEDULE AND HOLD A PRE-CONSTRUCTION MEETING WITH THE DISTRICT'S FIELD REPRESENTATIVE ASSIGNED TO THIS PERMIT. NO WORK WITHIN THE RIGHT OF WAY SHALL BE AUTHORIZED WITHOUT FIRST HAVING A MEETING AT WHICH PERMITTEE SHALL BE REQUIRED TO OBTAIN NOTICE TO PROCEED FROM THE FIELD REPRESENTATIVE. IF REQUESTED BY THE FIELD REPRESENTATIVE, PERMITTEE SHALL PREPARE AND PRESENT THE FOLLOWING AT THE MEETING: A) COPIES OF ALL PERMITS THAT MUST BE OBTAINED PRIOR TO THE START OF CONSTRUCTION; B) CONTACT INFORMATION FOR PERMITTEE, THE CONTRACTOR AND/OR THIRD-PARTY INDEPENDENT INSPECTOR, INCLUDING TELEPHONE NUMBERS, EMAIL ADDRESSES AND PHYSICAL ADDRESSES; C) WRITTEN INVENTORY OF ALL VEHICLES AND/OR EQUIPMENT BY TYPE TO ENTER UPON THE RIGHT OF WAY; D) WRITTEN PROCEDURES FOR VACATING THE RIGHT OF WAY WITHIN 24 HOURS NOTICE FROM THE DISTRICT; AND E) CONTACT INFORMATION FOR PERSONS AND/OR VENDORS RESPONSIBLE FOR EMERGENCY VACATION FROM THE RIGHT OF WAY. PERMITTEE SHALL PROVIDE, PREPARE AND/OR PRESENT ANY OTHER DOCUMENTATION, AS MAY BE DIRECTED BY THE FIELD REPRESENTATIVE, IN PREPARATION FOR THE PRECONSTRUCTION MEETING.
2. PRIOR TO CONTACTING THE DISTRICT FOR A FINAL INSPECTION, PERMITTEE SHALL REMOVE ALL CONSTRUCTION MATERIALS AND DEBRIS FROM THE DISTRICT'S CANAL AND RIGHT OF WAY AND RESTORE THE RIGHT OF WAY TO THE SATISFACTION OF THE DISTRICT. RESTORATION MAY REQUIRE, BUT NOT BE LIMITED TO, GRADING, COMPACTION OF SOIL, PLACEMENT OF SOD, AND/OR INSTALLATION OF BANK STABILIZATION MATERIALS (E.G., RIP RAP, FILTER FABRIC CLOTH, ETC.). PERMITTEE SHALL BE SOLELY LIABLE FOR ALL COSTS ASSOCIATED WITH RESTORATION OF THE RIGHT OF WAY. ALL RESTORATIVE WORK SHALL BE PERFORMED IN COMPLIANCE WITH DISTRICT AND/OR USACE SPECIFICATIONS AND DIRECTION.
3. IMMEDIATELY UPON COMPLETION OF THE AUTHORIZED WORK, PERMITTEE SHALL CONTACT THE DISTRICT'S FIELD REPRESENTATIVE ASSIGNED TO THIS PERMIT TO SCHEDULE A FINAL INSPECTION. PERMITTEE SHALL BE REQUIRED TO ATTEND THE FINAL INSPECTION AND PROVIDE COPIES OF ANY DELIVERABLES (E.G., CLOSED BUILDING PERMIT, CERTIFIED AS-BUILT DRAWINGS, ETC.) REQUIRED BY THIS PERMIT AT THAT TIME. PERMITTEE SHALL CORRECT ANY DEFICIENCIES IDENTIFIED DURING THE INSPECTION WITHIN THE TIMEFRAME AND IN THE MANNER DIRECTED BY THE DISTRICT'S FIELD REPRESENTATIVE.
4. NO WORK AUTHORIZED BY THIS PERMIT SHALL COMMENCE (OR BE ALLOWED TO REMAIN IF EXISTING) UNTIL PERMITTEE HAS SECURED A BUILDING PERMIT FROM THE LOCAL JURISDICTION HAVING AUTHORITY TO ISSUE SUCH PERMITS. THE BUILDING PERMIT SHALL BE PRESENTED TO THE DISTRICT STAFF FOR INSPECTION AT THE REQUIRED PRE-CONSTRUCTION MEETING (OR AT THE FINAL INSPECTION IF EXISTING). WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE BUILDING PERMIT AND PERMITTEE SHALL SUBMIT EVIDENCE THAT ALL FINAL INSPECTIONS HAVE BEEN COMPLETED AND THE BUILDING PERMIT CLOSED PRIOR TO SCHEDULING A FINAL INSPECTION WITH THE DISTRICT. IF NO BUILDING PERMIT IS REQUIRED BY THE LOCAL JURISDICTION, IT SHALL BE PERMITTEE'S RESPONSIBILITY TO PRESENT EVIDENCE TO DISTRICT STAFF CONFIRMING SUCH EXEMPTION.
5. IT IS RECOMMENDED THAT PERMITTEE CONSTRUCT THE DOCK WITH A LOW MEMBER ELEVATION MEASURING 3.5 FEET NGVD 1929 TO MINIMIZE THE POTENTIAL FOR 1) DAMAGE DURING HIGH WATER FLOWS AND FLUCTUATIONS, AND 2) DEBRIS COLLECTION.

6. IF A BARGE IS USED TO CONSTRUCT THE AUTHORIZED FACILITIES, THE BARGE WIDTH SHALL NOT EXCEED MORE THAN 25 PERCENT OF THE CANAL WIDTH AT THE SEASONAL HIGH WATER LEVEL AND THE LENGTH OF THE BARGE SHALL BE LESS THAN 50 PERCENT OF THE CANAL WIDTH AT THE SEASONAL HIGH WATER LEVEL. FOR BARGES LAUNCHED FROM A BOAT RAMP, A LETTER OF AUTHORIZATION FROM THE BOAT RAMP OWNER AND A MAP SHOWING ITS LOCATION SHALL BE PROVIDED AT THE REQUIRED PRE-CONSTRUCTION MEETING. NO BARGES MAY BE LAUNCHED FROM THE BANK OF ANY CANAL. IF A BARGE IS TO REMAIN IN THE CANAL OVERNIGHT, SAFETY/NAVIGATIONAL LIGHTING AND SIGNS SHALL BE USED TO ENSURE PUBLIC SAFETY. PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR ALL DAMAGES RESULTING FROM PERMITTEE'S USE OF A BARGE WITHIN THE DISTRICT'S RIGHT OF WAY.
7. THE DOCK AND ALL ASSOCIATED APPURTENANCES SHALL BE LOCATED ADJACENT TO PERMITTEE'S PROPERTY AND LIE WITHIN THE EXTENSION OF THE LOT LINES, AS EXTENDED PERPENDICULAR FROM THE CENTERLINE OF THE CANAL.
8. THE DISTRICT SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS TO ANY IMPROVEMENTS AND/OR RELATED APPURTENANCES AUTHORIZED BY THIS PERMIT, INCLUDING VESSELS DOCKED THERETO, RESULTING FROM DISTRICT USE, OPERATION (E.G., WATER FLOWS, FLUCTUATIONS AND OPERATIONS OF ITS STRUCTURES), ACTIVITY AND/OR MAINTENANCE OF OR IN ITS RIGHTS OF WAY OR OTHER WORKS OF THE DISTRICT.
9. THE DOCKING FACILITIES, INCLUDING ASSOCIATED MOORING PILES AND VESSELS MOORED THERETO, SHALL NOT EXTEND INTO THE CANAL MORE THAN 25% OF THE ENTIRE WIDTH OF THE CANAL (AS MEASURED FROM EITHER MEAN HIGH WATER OR BULKHEAD LINE, WHICHEVER APPLIES).
10. THIS AUTHORIZATION IS FOR A DOCK WHICH IS RESTRICTED TO THE MOORING OF NO MORE THAN THREE (3) VESSELS/WATERCRAFT AT ANY ONE TIME. THE MOORING OF FOUR (4) OR MORE VESSELS/WATERCRAFT CONSTITUTES A MARINA AND CAN ONLY BE AUTHORIZED BY THE PROCEDURES SET FORTH FOR THE CONSTRUCTION OF MARINAS WITHIN THE DISTRICT'S RIGHTS OF WAY.
11. THE MAINTENANCE OR REPAIR OF BOAT TRAILERS, VEHICLES, VESSELS OR WATERCRAFT OF ANY KIND SHALL BE STRICTLY PROHIBITED WITHIN THE DISTRICT'S RIGHT OF WAY. IN ADDITION, NO SUBSTANCES OR PARTS ASSOCIATED WITH REPAIR OR MAINTENANCE SHALL BE USED, STORED OR DISCARDED WITHIN THE RIGHT OF WAY.
12. NEITHER THE DOCK NOR ANY STRUCTURE AUTHORIZED ON THE DOCK SHALL BE MODIFIED TO INCORPORATE WALLS OR SIMILAR ENCLOSURES WHETHER SOLID, PARTLY SOLID, SCREENED OR TRANSPARENT, REGARDLESS OF THE TYPE OF MATERIAL TO BE USED.
13. THE DOCK AUTHORIZED BY THIS PERMIT SHALL BE FOR THE PRIVATE USE OF PERMITTEE ONLY. PERMITTEE SHALL NOT SELL, RENT OR LEASE ANY PORTION OF THE DOCK AND/OR ITS RELATED APPURTENANCES.
14. PERMITTEE SHALL NOT USE OR ALLOW ANY PORTION OF THE DOCK OR ITS ASSOCIATED APPURTENANCES TO BE USED AS EITHER A TEMPORARY OR PERMANENT PLACE OF RESIDENCE, NOR SHALL PERMITTEE MOOR OR ALLOW THE MOORING OF HOUSEBOATS OR OTHER VESSELS BEING USED AS EITHER A TEMPORARY OR PERMANENT PLACE OF RESIDENCE.
15. DOCK STORAGE LOCKER OR BOX CONTENTS SHALL BE LIMITED TO FISHING OR BOAT-RELATED EQUIPMENT, SUCH AS FLOTATION DEVICES, ROPE AND LINE, FIRST AID EQUIPMENT AND FIRE EXTINGUISHERS. THE STORAGE OF PESTICIDES, FUEL, OILS OR OTHER PETROLEUM/CHEMICAL PRODUCTS, INCLUDING, BUT NOT LIMITED TO PAINTS, THINNERS AND SOLVENTS, SHALL BE STRICTLY PROHIBITED. IN ADDITION, NO FUELING OR PUMP-OUT FACILITIES ARE AUTHORIZED BY THIS PERMIT.

16. UNLESS OTHERWISE NOTED BELOW, ALL WORK AUTHORIZED BY RIGHT OF WAY OCCUPANCY PERMIT NO. 562 AND ITS MODIFICATION(S) IS SUBJECT TO THE SPECIAL AND LIMITING CONDITIONS SET FORTH HEREIN. THE CONDITIONS SET FORTH IN AND THE APPROVED PLANS ATTACHED TO ROW PERMIT 562, ISSUED ON JUNE 28, 1956, AND ITS SUBSEQUENT MODIFICATIONS ARE INCORPORATED INTO THIS PERMIT BY REFERENCE.
17. DOCKS THAT EXTEND BEYOND THE LIMITS OF THE DISTRICT'S RIGHT OF WAY ARE REQUIRED TO BE CONSTRUCTED IN SUCH A MANNER TO ALLOW FOR DISTRICT REMOVAL OF THE PORTION OF THE DOCK LYING WITHIN THE RIGHT OF WAY. ACCORDINGLY, EACH PORTION OF THE DOCK (E.G., THE PORTION OF THE DOCK WITHIN THE RIGHT OF WAY AND PORTION OF THE DOCK LYING OUTSIDE OF THE RIGHT OF WAY) SHALL BE CONSTRUCTED AS AN INDIVIDUAL FREESTANDING STRUCTURE.
18. WITHIN THIRTY (30) DAYS UPON COMPLETION OF THE UTILITY SERVICE INSTALLATION, PERMITTEE SHALL PROVIDE AS-BUILT CERTIFICATION FROM A PROFESSIONAL ENGINEER OR ARCHITECT LICENSED IN THE STATE OF FLORIDA OR A CERTIFICATION FROM AN ELECTRICAL OR PLUMBING CONTRACTOR LICENSED IN THE STATE OF FLORIDA VERIFYING THAT THE AUTHORIZED UTILITY SERVICE WAS INSTALLED IN COMPLIANCE WITH DISTRICT CRITERIA AND SPECIFICATIONS (E.G., LOCATION AND DEPTH). IN LIEU OF THE CERTIFICATION, PERMITTEE MAY PROVIDE VERIFICATION IN THE FORM OF A FINAL APPROVAL OF THE BUILDING PERMIT FOR UTILITY SERVICE INSTALLATION.
19. PERMITTEE SHALL MAINTAIN INSURANCE COVERAGE TO THE AMOUNTS AND LIMITS SPECIFIED BY THE DISTRICT THROUGHOUT THE DURATION OF THE AUTHORIZED USE. IF REQUIRED BY THE DISTRICT, PERMITTEE SHALL, UPON DEMAND, PROVIDE THE DISTRICT WITH A COPY OF ITS RENEWED/UPDATED CERTIFICATE REFERENCING PERMIT NUMBER 562 WHICH SHALL BE UPLOADED TO THE RIGHT OF WAY ONLINE PERMITTING PORTAL. THE INSURANCE CERTIFICATE SHALL NAME THE DISTRICT AS ADDITIONAL INSURED AND CERTIFICATE HOLDER FOR BOTH GENERAL LIABILITY AND EVIDENCE OF WORKERS COMPENSATION IF REQUIRED BY FLORIDA STATUTES AND/OR THE DISTRICT. PERMITTEE SHALL PROVIDE A WAIVER OF SUBROGATION ENDORSEMENT FOR ALL INSURANCE COVERAGES. IF PERMITTEE IS SELF-INSURED AND/OR A GOVERNMENT AGENCY, A SIGNED LETTER OR CERTIFICATE DEMONSTRATING COMPLIANCE WITH THESE INSURANCE REQUIREMENTS OR CITING SOVEREIGN IMMUNITY LIMITS MAY BE SUBMITTED FOR CONSIDERATION AND APPROVAL. INSURANCE COVERAGE SHALL REMAIN IN EFFECT UNTIL ALL ACTIVITIES WITHIN THE DISTRICT'S RIGHT OF WAY REQUIRING EVIDENCE OF INSURANCE HAVE CEASED AND/OR AND PERMITTEE IS NOTIFIED BY THE DISTRICT THAT INSURANCE COVERAGE MAY BE CANCELLED.
20. ELECTRIC AND/OR WATER SERVICE WITHIN THE DISTRICT'S RIGHT OF WAY SHALL BE DESIGNED WITH A SERVICE CUT-OFF BOX AND/OR VALVE INSTALLED FLUSH WITH GRADE AT THE RIGHT OF WAY LINE THAT ALLOWS FOR DISTRICT REMOVAL OF THE ELECTRIC AND/OR WATER SERVICE WITHIN THE RIGHT OF WAY.
21. THE UTILITY SERVICE MUST BE OF SUFFICIENT BURIAL DEPTH (18" OR GREATER FOR WATER SERVICE AND 24" OR GREATER FOR ELECTRICAL SERVICE) TO WITHSTAND THE WEIGHT OF THE DISTRICT'S HEAVY MAINTENANCE EQUIPMENT AND VEHICLES.
22. PERMITTEE IS ON NOTICE THAT THE DISTRICT MAY AUTHORIZE BRIDGES, UTILITIES AND OTHER CROSSINGS OF THE CANAL THAT MAY OBSTRUCT USE OF THE CANAL FOR BOAT USE. FURTHERMORE, THE DISTRICT RESERVES THE RIGHT TO MODIFY STRUCTURES, CANALS, ITS RIGHT OF WAY OR OTHER FEATURES OF THE FLOOD CONTROL SYSTEM IN SUCH A MANNER THAT MAY ADVERSELY IMPACT USE OF THE WORK AUTHORIZED BY THIS PERMIT. THE DISTRICT ASSUMES NO LIABILITY FOR DAMAGE OR LOSS OF VALUE TO PERSONAL OR REAL PROPERTY ADVERSELY IMPACTED BY THE CONSTRUCTION OF SUCH IMPROVEMENTS.

23. PERMITTEE IS ADVISED THAT NO TREES OR LANDSCAPING ARE AUTHORIZED BY THIS PERMIT. THE DISTRICT RESERVES THE RIGHT TO REMOVE ANY TREES AND LANDSCAPING WITHIN THE RIGHT OF WAY AT ANY TIME. ADDITIONALLY, PERMITTEE IS PROHIBITED FROM PLANTING ANY ADDITIONAL TREES AND/OR LANDSCAPING WITHIN THE DISTRICT'S RIGHT OF WAY.
24. THE WORK OR USE AUTHORIZED BY THIS PERMIT SHALL BE COMPLETED BY JANUARY 1, 2025 UNLESS OTHERWISE EXTENDED BY THE DISTRICT IN WRITING. IF PERMITTEE REQUIRES AN EXTENSION OF THE WORK EXPIRATION DATE, PERMITTEE SHALL SUBMIT A REQUEST FOR AN EXTENSION IN THE MANNER AND FORM AS DIRECTED BY THE DISTRICT. THE DISTRICT RESERVES THE RIGHT TO APPROVE, APPROVE WITH CONDITIONS, OR DENY PERMITTEE'S REQUEST.

## General Conditions

1. AT NO TIME SHALL THE CANAL BE BLOCKED OR FLOWS OTHERWISE RESTRICTED OR IMPEDED. THIS RESTRICTION SHALL INCLUDE, BUT NOT BE LIMITED TO, A PROHIBITION ON THE USE OF DAMS OR FILL IN THE CANAL DURING ALL PHASES OF CONSTRUCTION AND ANY SUBSEQUENT FUTURE MAINTENANCE OPERATIONS.
2. TURBIDITY BARRIERS SHALL BE PLACED WITHIN THE CANAL IF DIRECTED BY THE DISTRICT'S FIELD REPRESENTATIVE AT THE PRE-CONSTRUCTION MEETING. PERMITTEE SHALL REMOVE THE TURBIDITY BARRIERS IN COMPLIANCE WITH DIRECTION FROM THE DISTRICT WHEN OPERATION, MAINTENANCE OR EMERGENCY CONDITIONS REQUIRE SUCH REMOVAL.
3. THE DISTRICT'S FIELD REPRESENTATIVE SHALL HAVE SOLE AUTHORITY TO DETERMINE WHETHER PERMITTEE'S METHODS OF CONSTRUCTION, INTERIM WORK, CONSTRUCTION ACTIVITY OR USE OF THE RIGHT OF WAY IS IN CONFORMANCE WITH THE PERMIT AUTHORIZATION, INCLUDING TERMS AND CONDITIONS, THE APPLICATION, RESPONSES OR STATEMENTS MADE BY PERMITTEE DURING APPLICATION PROCESSING, AND SUPPORTING DOCUMENTS INCORPORATED INTO THE PERMIT FILE. IF THE DISTRICT'S FIELD REPRESENTATIVE DETERMINES THAT PERMITTEE'S ACTIVITIES ARE NOT IN CONFORMANCE, HE/SHE SHALL ISSUE A STOP WORK ORDER TO PERMITTEE UNTIL SUCH NONCONFORMANCE HAS BEEN RESOLVED TO THE SATISFACTION OF THE DISTRICT. IF PERMITTEE CHOOSES TO PROCEED WITH THE WORK AUTHORIZED BY THIS PERMIT, PERMITTEE ACKNOWLEDGES THIS CONDITION AND AGREES TO CEASE ALL ACTIVITY IN THE DISTRICT'S RIGHT OF WAY IMMEDIATELY UPON RECEIPT OF THE STOP WORK ORDER.
4. NO VEHICULAR MAINTENANCE/REPAIR ACTIVITIES OR SUBSTANCES OR PARTS ASSOCIATED WITH THE REPAIR OR MAINTENANCE OF VEHICLES/EQUIPMENT SHALL TAKE PLACE, OR BE USED, STORED OR DISCARDED WITHIN THE RIGHT OF WAY. VEHICLES THAT BECOME INOPERABLE ON THE RIGHT OF WAY SHALL BE REMOVED AS PROMPTLY AS POSSIBLE. IN ADDITION, NO OVERNIGHT STORAGE OR PARKING OF EQUIPMENT, ASSOCIATED MACHINERY OR CONSTRUCTION TRAILERS IS AUTHORIZED IN THE RIGHT OF WAY, UNLESS OTHERWISE SPECIFICALLY AUTHORIZED HEREIN.
5. IF THE IMPROVEMENTS, WORK AND/OR USE AUTHORIZED BY THIS PERMIT (EITHER DURING CONSTRUCTION OR FOLLOWING COMPLETION) RESULT IN ANY DAMAGE TO THE DISTRICT'S RIGHT OF WAY (E.G., SHOALING, EROSION OR WASH-OUT OF ANY AREA IN THE RIGHT OF WAY), DISTRICT FACILITIES AND/OR ANY OTHER FACILITIES (AUTHORIZED OR UNAUTHORIZED), PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR REPAIRING SUCH DAMAGE. IN ADVANCE OF PERFORMING ANY REPAIRS, PERMITTEE SHALL CONSULT WITH THE DISTRICT TO DETERMINE THE APPLICABLE DISTRICT PROCESSES AND REQUIREMENTS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, FILING AN APPLICATION FOR A RIGHT OF WAY OCCUPANCY PERMIT TO SECURE AUTHORIZATION TO PERFORM SUCH WORK. PERMITTEE SHALL BE RESPONSIBLE FOR ALL COSTS AND LIABILITY RESULTING FROM SUCH DAMAGE.

6. IF STORM, HURRICANE OR EMERGENCY CIRCUMSTANCES DEVELOP, THE DISTRICT IS AUTHORIZED, AT ITS SOLE DISCRETION, TO TEMPORARILY OR PERMANENTLY SUSPEND OR TERMINATE THE AUTHORIZED USE. IN SUCH EVENT, THE DISTRICT WILL CONTACT PERMITTEE TO PROVIDE DIRECTION WHICH MAY INCLUDE, BUT IS NOT LIMITED TO, VACATING THE RIGHT OF WAY, REMOVING AND/OR SECURING EQUIPMENT AND/OR MATERIALS FROM THE RIGHT OF WAY, OR PERFORMING WORK TO ENSURE THAT THE RIGHT OF WAY IS SUFFICIENTLY RESTORED TO ACCOMMODATE DISTRICT OPERATIONS AND MAINTENANCE ACTIVITIES. PERMITTEE, INCLUDING ALL PERSONS, VENDORS, SUB-CONTRACTORS OR AGENTS OF PERMITTEE, SHALL BE REQUIRED TO COMPLY WITH DISTRICT DIRECTION. THE DISTRICT RESERVES THE RIGHT TO TERMINATE THE AUTHORIZED USE IF PERMITTEE FAILS TO MAKE SURE THAT ALL PARTIES COMPLY WITH THIS CONDITION.
7. PERMITTEE SHALL NOT STOCKPILE SOIL, MATERIALS OR DEBRIS IN THE RIGHT OF WAY. SUCH MATERIALS SHALL BE REMOVED FROM THE RIGHT OF WAY UNLESS OTHERWISE SET FORTH BY THE CONDITIONS OF THIS PERMIT. PERMITTEE SHALL EXERCISE BEST MANAGEMENT PRACTICES TO PREVENT EROSION OR SOILS FROM ENTERING THE CANAL DURING THE AUTHORIZED WORK, INCLUDING, BUT NOT LIMITED TO, THE TEMPORARY INSTALLATION OF SILT FENCE OR OTHER MEANS OF CONTAINMENT ACCEPTABLE TO THE DISTRICT.
8. THE DISTRICT'S REVIEW OF PERMITTEE'S PLANS IS LIMITED TO DETERMINING WHETHER THE PROPOSED WORK WILL IMPACT THE DISTRICT'S OPERATIONS AND MAINTENANCE OF ITS RIGHTS OF WAY OR FLOOD CONTROL SYSTEM. ISSUANCE OF THIS PERMIT BY THE DISTRICT SHALL NOT BE CONSTRUED BY PERMITTEE OR ANY OTHER PARTY AS APPROVAL BY THE DISTRICT OF THE DESIGN, ENGINEERING OR CONSTRUCTION OF THE PROPOSED IMPROVEMENTS. PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR ENSURING THAT THE PROPOSED WORK IS DESIGNED, ENGINEERED AND CONSTRUCTED TO SERVE ITS INTENDED PURPOSE.
9. THE DISTRICT RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO REQUIRE AN INSPECTION REPORT FROM A PROFESSIONAL ENGINEER OR CONTRACTOR LICENSED IN THE STATE OF FLORIDA AT ANY TIME DURING WHICH THE AUTHORIZED WORK REMAINS IN THE RIGHT OF WAY TO VERIFY THAT THE AUTHORIZED WORK COMPLIES WITH INDUSTRY STANDARDS, PERFORMS THE FUNCTION FOR WHICH IT WAS DESIGNED AND IS SOUND AND POSES NO THREAT TO THE DISTRICT'S RIGHT OF WAY AND/OR OPERATION AND MAINTENANCE OF ITS FLOOD CONTROL SYSTEM. IF THE DISTRICT DETERMINES THAT REPAIR, REPLACEMENT OR REFURBISHMENT OF THE AUTHORIZED WORK IS REQUIRED, PERMITTEE SHALL IMMEDIATELY COMPLY WITH DISTRICT DIRECTION TO SECURE APPROVALS/PERMITS, AS MAY BE REQUIRED, AND TO PERFORM SUCH WORK WITHIN THE TIMEFRAME SET FORTH BY THE DISTRICT.
10. PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR PERFORMING REGULAR AND ROUTINE INSPECTIONS OF THE IMPROVEMENTS AUTHORIZED BY THIS PERMIT AND CORRECTING ANY DEFICIENCIES IDENTIFIED BY SUCH INSPECTIONS TO ENSURE THAT THE IMPROVEMENTS CONTINUE TO COMPLY WITH THE PERMIT AND PERFORM, AS NEEDED, TO PROTECT PUBLIC HEALTH, SAFETY AND WELFARE.
11. PERMITTEE SHALL MAKE PROSPECTIVE BIDDERS AWARE OF THE TERMS AND CONDITIONS OF THIS PERMIT. PERMITTEE SHALL BE RESPONSIBLE FOR ALL ACTIONS OF ITS CONTRACTORS AND AGENTS AND TO ENSURE THAT PARTIES ACTING ON BEHALF OF PERMITTEE COMPLY WITH THE TERMS AND CONDITIONS OF THIS PERMIT.



12. PERMITTEE SHALL NEITHER CONSTRUCT, INSTALL OR PLACE ADDITIONAL IMPROVEMENTS WITHIN THE DISTRICT'S RIGHT OF WAY, NOR USE THE RIGHT OF WAY FOR ANY ACTIVITY (UNLESS EXPRESSLY AUTHORIZED BY THIS PERMIT) WITHOUT FIRST HAVING OBTAINED A MODIFICATION OF THIS PERMIT. OF PARTICULAR NOTE, THAT AREA MEASURING 40 FEET LANDWARD FROM THE TOP OF BANK SHALL REMAIN FREE AND CLEAR OF ANY OBSTRUCTIONS, IMPROVEMENTS OR USE, UNLESS OTHERWISE AUTHORIZED BY THIS PERMIT.
13. THIS PERMIT SHALL NOT BECOME VALID UNTIL ALL OTHER REQUIRED SOUTH FLORIDA WATER MANAGEMENT DISTRICT, LOCAL, COUNTY AND/OR STATE PERMITS OR OTHER AFFECTED PARTIES' APPROVALS HAVE BEEN OBTAINED. IF THERE IS A CONFLICT BETWEEN THE WORK AUTHORIZED BY THIS PERMIT AND A PERMIT OBTAINED FROM A DIFFERENT PUBLIC OR PRIVATE ENTITY, THE TERMS AND CONDITIONS OF THIS PERMIT SHALL PREVAIL AND HAVE SUPERIORITY.
14. A COPY OF THE PERMIT PACKAGE WILL BE KEPT AT THE JOB SITE UNTIL COMPLETION OF ALL PHASES OF CONSTRUCTION AND APPROVAL OF THE FINAL INSPECTION.
15. BASED ON THE DISTRICT'S RECORDS, THE DISTRICT IS NOT THE UNDERLYING FEE OWNER OF PORTIONS OF OR ALL THE LANDS SUBJECT TO THIS PERMIT; THEREFORE, PERMITTEE SHALL BE REQUIRED TO OBTAIN ALL NECESSARY APPROVALS FROM THE UNDERLYING FEE OWNER AS REQUIRED UNDER STANDARD LIMITING CONDITION NO. 5.
16. PERMITTEE IS ADVISED THAT THE DISTRICT HAS NO CONTROL OVER THE SALE OR TRANSFER OF REAL OR PERSONAL PROPERTY. IT IS THE SOLE OBLIGATION OF PERMITTEE TO DISCLOSE TO PROSPECTIVE PURCHASERS THE EXISTENCE OF THIS PERMIT, AND THE TERMS AND CONDITIONS CONTAINED HEREIN. BECAUSE THIS PERMIT IS A REVOCABLE LICENSE THAT DOES NOT ATTACH TO THE LAND, PERMITTEE CONTINUES TO BE OBLIGATED TO COMPLY WITH THIS PERMIT EVEN IF PERMITTEE SELLS OR TRANSFERS THE REAL PROPERTY ADJACENT TO OR ENCUMBERED BY DISTRICT RIGHT OF WAY. ACCORDINGLY, IT IS RECOMMENDED THAT PERMITTEE ENSURE THAT THIS PERMIT IS TRANSFERRED TO A NEW OWNER IN CONJUNCTION WITH ANY SALE OR TRANSFER OF THE SUBJECT REAL PROPERTY.
17. THIS AUTHORIZATION IS SOLELY FOR THE USE OF PERMITTEE AND PERMITTEE'S CONTRACTOR(S)/SUB-CONTRACTOR(S) PERFORMING WORK WITHIN OR USING THE RIGHT OF WAY.
18. PERMITTEE AND/OR THE PERMITTEE'S CONTRACTORS SHALL ALWAYS MAINTAIN THE DISTRICT'S VEHICULAR ACCESS THROUGHOUT THE PROJECT LIMITS. IF, IN PERMITTEE'S OPINION, IT WILL BE NECESSARY FOR THE DISTRICT'S VEHICULAR ACCESS TO BE BLOCKED, IMPEDED OR ALTERED AT ANY TIME, PERMITTEE SHALL SUBMIT A WRITTEN REQUEST TO THE DISTRICT SETTING FORTH THE PROPOSED ACTIVITIES THAT WILL RESULT IN OBSTRUCTION OF THE RIGHT OF WAY AND THE DATES THAT THE RIGHT OF WAY WILL BE RENDERED INACCESSIBLE. WRITTEN PERMISSION FROM THE DISTRICT SHALL BE REQUIRED PRIOR TO COMMENCEMENT OF PERMITTEE'S PROPOSED OBSTRUCTION OF THE RIGHT OF WAY. THE DISTRICT, AT ITS SOLE DISCRETION, RESERVES THE RIGHT TO APPROVE, APPROVE WITH CONDITIONS OR DENY PERMITTEE'S REQUEST.

19. THE DISTRICT RESERVES THE RIGHT TO REQUIRE PERMITTEE TO SUBMIT CERTIFIED AS-BUILT DRAWINGS PREPARED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF FLORIDA WHEN, IN THE SOLE OPINION OF THE DISTRICT, THERE IS REASON FOR THE DISTRICT TO POSSESS VERIFICATION THAT THE AUTHORIZED WORK WAS NOT PERFORMED AND/OR INSTALLED IN COMPLIANCE WITH THE CONDITIONS OF THIS PERMIT. IF THE DISTRICT MAKES SUCH A REQUEST, NO FINAL INSPECTION APPROVAL OF THE AUTHORIZED WORK SHALL BE ISSUED UNTIL PERMITTEE PROVIDES THE CERTIFIED AS-BUILT DRAWINGS. FAILURE TO COMPLY WITH A DISTRICT REQUEST FOR CERTIFIED AS-BUILT DRAWINGS SHALL CONSTITUTE A VIOLATION OF THIS PERMIT.

#### **40E-6.381. Limiting Conditions**

The District's authorization to utilize lands and other works constitutes a revocable license (including both notice general permits and standard permits). In consideration for receipt of that license, Permittees shall agree to be bound by the following standard limiting conditions, which shall be included within all permits issued pursuant to this chapter:

1. All structures on District works for lands constructed by Permittee shall remain the property of Permittee, who shall be solely responsible for ensuring that such structures and other uses remain in good and safe condition. Permittees are advised that other federal, state and local safety standards may govern the occupancy and use of the District's lands and works. The District 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 accepted 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 the District's regulation and potential 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 the District's review and issuance of this permit, including, but not limited to, any field inspections performed by the District, 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 District staff or representative during the permit review and issuance process, including, but not limited to, any field inspections, shall not in any way be relied upon by Permittee as the District'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 of the terms and conditions of this permit, including any representations made on the permit application and related documents. This permit shall be subject to the requirements of Chapter 373, F.S., and Chapter 40E-6, F.A.C., including all subsequent rule and criteria revisions. Permittee agrees to pay all removal and restoration costs, investigative costs, court costs and reasonable attorney's fees, including appeals, resulting from any action taken by the District to obtain compliance with the conditions of the permit or removal of the permitted use. If District legal action is taken by staff counsel, "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 reasonable prior written notice. 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 District's satisfaction. In the event of failure to so comply within the specified time, the District may remove the permitted use and Permittee shall be responsible for all removal and restoration costs.
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 or any other such impairment or disposition of the District's property rights. The District approves the permitted use only to the extent of its interest in the works of the District. 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. Permittee shall comply with any more stringent conditions or provisions which may be set forth in other

required permits or other authorizations. The District, however, 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 District owns less than fee.

6. Unless specifically prohibited or limited by statute, Permittee agrees to indemnify, defend and save the District (which used herein includes the District and its past, present and/or future employees, agents, representatives, officers and/or Governing Board members and any of their successors and assigns) from and against any and all lawsuits, actions, claims, demands, losses, expenses, costs, attorneys fees (including but not limited to the fair market value of the District's in-house attorneys' fees based upon private attorneys' fees/ rates), judgments 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 District'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 agrees to provide legal counsel acceptable to the District if requested for the defense of any such claims.

7. The District does not waive sovereign immunity in any respect.

8. 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 the District, including:

- (a) discharge of debris or aquatic weeds into the works of the District;
- (b) causing erosion or shoaling within the works of the District;
- (c) planting trees or shrubs or erecting structures which limit or prohibit access by District equipment and vehicles, except as may be authorized by the permit. Permittee shall be responsible for any costs incurred by the District resulting from any such interference, as set forth in (a), (b), and (c), above.
- (d) leaving construction or other debris on the District's right of way or waterway;
- (e) damaging District berms and levees;
- (f) the removal of District owned spoil material;
- (g) removal of or damage to District locks, gates, and fencing;
- (h) opening of District rights of way to unauthorized vehicular access; or
- (i) running or allowing livestock on the District's right of way.

9. The District is not responsible for any personal injury or property damage which may directly or indirectly result from the use of water from the District's canal or any activities which may include use or contact with water from the District's canal, since the District periodically sprays its canals for aquatic weed control purposes and uses substances which may be harmful to human health or plant life.

10. Permittee shall allow the District to inspect the permitted use at any reasonable time.

11. Permittee shall allow, without charge or any interference, the District, its employees, agents, and contractors, to utilize the permitted facilities before, during and after construction for the purpose of conducting the District's, routine and emergency, canal operation, maintenance, and construction activities. To the extent there is any conflicting use, the District's use shall have priority over the Permittee's use.

12. This permit is a non-exclusive revocable license. Permittee shall not interfere with any other existing or future permitted uses or facilities authorized by the District.

13. The District has the right to change, regulate, limit, schedule, or suspend discharges into, or withdrawals from, works of the District in accordance with criteria established by the Big Cypress Basin, the District, or the U.S. Army Corps of Engineers for the works of the District.

14. If the use involves the construction of facilities for a non exempt water withdrawal or surface water discharge, the applicant must apply for and obtain a water use or surface water management permit before or concurrently with any activities which may be conducted pursuant to the right of way occupancy permit.

15. The District shall notify the local ad valorem taxing authority of the lands affected by the permitted use,

where the Permittee owns the underlying fee and derives a substantial benefit from the permitted use. The taxing authority may reinstate such lands on the tax roll. Failure to pay all taxes in a timely manner shall result in permit revocation. Such permit revocation shall not alleviate the responsibility of the Permittee to pay all taxes due and payable.

16. Permittee shall provide prior written notice to their successors in title of the permit and its terms and conditions.

17. Permittee authorizes the District to record a Notice of Permit through filing the appropriate notice in the public records of the county or counties where the project is. Governmental entities and utilities are not subject to this provision.

18. Permittee shall be responsible for the repair or replacement of any existing facilities located within the District's right of way which are damaged as a result of the installation or maintenance of the authorized facility.

19. All obligations under the terms of this permit authorization and any subsequent modifications hereto shall be joint and several as to all owners.

20. It is the responsibility of the Permittee to make prospective bidders aware of the terms and conditions of this permit. It shall be the responsibility of the Permittee's contractors to understand the terms and conditions of this permit and govern themselves accordingly.

21. It is the responsibility of the Permittee to bring to the attention of the District any conflict in the permit authorization or permit conditions in order that they may be resolved prior to the start of construction. In resolving such conflicts the District's determination will be final.

22. Special Conditions that are site specific shall be incorporated into every Permit as may be necessary in the best interest of the District.

23. The District is not responsible for the repair of or claims of damage to any facilities and uses which may incur damage resulting from the District's utilization of its rights of way or use by third parties. Improvements placed within the right of way are done so at the sole risk of the owner.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.085(1), 373.086, 373.103, 373.109, 373.129, 373.1395, 373.603, 373.609, 373.613 FS. History--New 9-3-81, Formerly 16K-5.01(2), 16K-5.02(2), 16K-5.03(2), 16K-5.04(4), 16K-5.05, Amended 5-30-82, 12-29-86, 12-24- 91, 9-15-99, 8-12-13.

### **Exhibits**

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below

[240710-44661 ROWPermit 20240710 \\$281\\$29.pdf](#)

## **NOTICE OF RIGHTS**

As required by Sections 120.569 and 120.60(3), Fla. Stat., the following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all of the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

### **RIGHT TO REQUEST ADMINISTRATIVE HEARING**

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a SFWMD decision which affects or may affect their substantial interests shall file a petition for hearing with the Office of the District Clerk of the SFWMD, in accordance with the filing instructions set forth herein, within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, or posting that the SFWMD has or intends to take final agency action, or publication of notice that the SFWMD has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action which materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional Rule 28-106.111, Fla. Admin. Code, point of entry.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Fla. Stat., shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

### **FILING INSTRUCTIONS**

A petition for administrative hearing must be filed with the Office of the District Clerk of the SFWMD. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at SFWMD headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, P.O. Box 24680, West Palm Beach, Florida 33416.
- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the SFWMD's security desk does not constitute filing. It will be necessary to request that the SFWMD's

security officer contact the Office of the District Clerk. An employee of the SFWMD's Clerk's office will receive and file the petition.

- Filings by e-mail must be transmitted to the Office of the District Clerk at [clerk@sfwmd.gov](mailto:clerk@sfwmd.gov). The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document. A party who files a document by e-mail shall (1) represent that the original physically signed document will be retained by that party for the duration of the proceeding and of any subsequent appeal or subsequent proceeding in that cause and that the party shall produce it upon the request of other parties; and (2) be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed.

### **INITIATION OF ADMINISTRATIVE HEARING**

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Fla. Stat., and Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, SFWMD file number or any other SFWMD identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

### **MEDIATION**

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401–.405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

### **RIGHT TO SEEK JUDICIAL REVIEW**

Pursuant to Section 120.68, Fla. Stat., and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal with the Office of the District Clerk of the SFWMD in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the clerk of the appropriate district court of appeal.

Rev. 06/21/15