Village of Royal Palm Beach, Florida

Community Development
1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida 33411
Telephone (561) 790-5128 Fax (561) 790-5129

SEAWALL / DOCK PERMIT APPLICATION

DATE_____ PERMIT#_____

PROPERTY OWNER_____ PROPERTY CONTROL # _____

PROPERTY ADDRESS_____, ROYAL PALM BEACH, FL 33411

PHONE # (H) _____ (W)_____

TYPE OF CONSTRUCTION

☐ **Seawall**

☐ Indian Trail Approval Attached (Applies only to properties on M-1)

☐ **Dock**

GIVE BRIEF DESCRIPTION OF WORK TO BE PERFORMED

_____

_____

_____

CONTRACTOR INFORMATION

COMPANY_____ LIC#_____ PHONE_____

ADDRESS_____

OWNER/QUALIFIER SIGNATURE_____

PRINTED _____

MUST BE NOTARIZED IF NOT PRESENTED IN PERSON BY QUALIFIER

NOTARY SIGNATURE_____ (SEAL) DATE: _____

IN CONSIDERATION OF GRANTING OF THE ABOVE REQUESTED PERMIT, I DO HEREBY AGREE THAT I WILL PERFORM ALL WORK IN ACCORDANCE WITH THE APPROVED PLANS AND LOCAL CODES.

ESTIMATED VALUE $_____ PERMIT FEE $_____ CASH OR CHECK #_____

_____ _____

BUILDING OFFICIAL SIGNATURE **DATE**

****PERMIT IS VALID PROVIDING 1ST INSPECTION HAS BEEN PERFORMED WITHIN 180 DAYS****

ARTICLE II. CONSTRUCTION STANDARDS FOR STRUCTURES ON WATERWAYS

Sec. 7-16. Permit required.

No person or agency shall build, maintain, extend or make structural alterations on any building, pier, piling, bulkhead, sea wall, reef, breakwater, or other structure, in, upon or over the public and private waters, or do any filling, excavating or dredging in said waters without first obtaining a written permit from the village to do so.

Sec. 7-18. Permit application; procedure; support documentation; standards.

(a) *Application for permit or transfer*. An application for any permit or transfer of any permit required by this article shall be made to the building official in writing on forms provided therefore. The permit shall constitute an agreement by the permittee to comply with all conditions imposed in the granting of the permit.

(b) *Plans; standards*. The application for permit shall be accompanied by plans drawn to scale and specifications setting forth in detail the proposed structure. The plans and specifications submitted shall include all information needed by the building department to insure code compliance and must meet the following standards:

(1) For construction water side of any lot on the water, a dock shall not be placed within ten (10) feet of the side property line extended;
(2) Docks shall extend a maximum of five (5) feet out from the face of the bulkhead wall or from the high water line;
(3) In no instance shall any structure extend more than twenty (20) percent of the width of the water body;
(4) Any structure under roof shall be limited to one hundred (100) square feet and a height of eight (8) feet as measured at the eave line.
(5) Bulkheads and seawalls shall be constructed four (4) feet landward of the original water's edge:
(6) The tops of all bulkheads and seawalls shall be constructed to an elevation of fifteen (15) feet.

(c) *Additional documents required*. The following documents must be included with permit applications:

(1) Permits required from any other authority that has a vested interest in the waterway must be submitted with permit application;
(2) A fully executed easement agreement along with a hold harmless agreement on forms provided by the village shall be submitted with permit application if the structure is proposed to be located on village land.
(3) A certificate of insurance indicating total coverage of at least three hundred thousand dollars ($300,000.00).
(4) Permits for bulkheads and seawalls must be accompanied by a survey showing the property line, water's edge, existing ground elevations and all easements;
(5) Designs for bulkheads and seawalls shall be prepared by a registered professional engineer, licensed to practice in the State of Florida;
(6) Designs for bulkheads and seawalls shall meet the current Construction Standards and Details for Waterways, Bulkheads and Banks.

(d) I*nspection required*. Final inspection of all docks and structures extending into the waterways of the village shall be required prior to issuance of Certificate of Completion.

(e) *Fees*. Each application for permit shall be accompanied by a fee in an amount established by resolution of the village council. No application for permit shall be accepted unless it is accompanied with the applicable fee which shall be nonrefundable.

Sec. 7-21. Structure maintained without permit.

Every structure maintained in or over the public and private waters without a current valid permit existing therefore when required by this article, or maintained in a manner or for a purpose other than or different from the provided in the permit, shall constitute a nuisance and shall be immediately abated and may be revoked. If upon written notice to remove any such structure the owner thereof fails, refuses, or neglects to do so within a reasonable time specified in the notice, being not less than five (5) nor more than thirty (30) days after such notice, the village shall abate or remove it and the attorney's fees and cost thereof may be recovered from the owner of such structure in a civil action.

Village of Royal Palm Beach, Florida

1050 Royal Palm Beach Boulevard Royal Palm Beach, Florida 33411
Telephone (561) 790-5100 Fax (561) 790-5174 E-mail: ddisanto@royalpalmbeach.com

Diane DiSanto, CMC
Village Clerk

CONSTRUCTION IN VILLAGE EASEMENT

NOTICE TO HOMEOWNERS

THIS COVER SHEET MUST BE SIGNED BY HOMEOWNER(S) AND RETURNED WITH THE ATTACHED EASEMENT AGREEMENT.

AS NOTED IN ITEM D. OF THE EASEMENT AGREEMENT, THE HOMEOWNER IS RESPONSIBLE FOR THE FEE CHARGED BY PALM BEACH COUNTY FOR RECORDING THE EASEMENT AGREEMENT AT THE COURTHOUSE.

THE AVERAGE RECORDING FEE AT THE COUNTY IS $27.60 AND SUCH FEE IS IN NO WAY ASSOCIATED WITH THE COMPANY YOU HAVE CONTRACTED WITH TO BUILD IN THE VILLAGE EASEMENT; I.E. THIS $27.60 IS NOT INCLUDED IN THE CONTRACTOR'S BILL TO YOU FOR WORK DONE. YOU WILL RECEIVE A SEPARATE BILL FROM THE VILLAGE CLERK FOR THIS RECORDING FEE.

A REVISION MUST BE SUBMITTED BEFORE WORK IS COMPLETE IF YOU DECIDE NOT TO CONSTRUCT IN THE EASEMENT OR YOU WILL BE RESPONSIBLE FOR THE RECORDING FEE.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE VILLAGE CLERK'S OFFICE AT 561/790-5102.

Homeowner's Signature (1) _____

Daytime Phone Number (1) _____

Homeowner's Signature (2) _____

Daytime Phone Number (2) _____

Date: _____

Record & Return To:
Diane DiSanto, Village Clerk
Village of Royal Palm Beach
1050 Royal Palm Beach Boulevard
Royal Palm Beach, Florida 33411

AGREEMENT FOR CONSTRUCTION WITHIN
UTILITY/DRAINAGE/CANAL EASEMENT

The undersigned hereby applies for permission to construct within a **utility/drainage/canal (circle one)** easement ("Easement") of the Village of Royal Palm Beach, Florida ("Village"), and requests permission from the Village to do so, and in support states as follows:

1. I am the Owner of the real property with **legal description** as follows:

2. The real property **address** is: _____.

3. The real property **parcel control number** is: _____.

4. The real property **permit number** is: _____.

5. The Village has an Easement on said real property, the location of which is shown on the survey attached hereto as Exhibit "A".
6. I am applying for permission to construct/install a _____ ("Structure") within said Easement in the location identified on Exhibit "A".

NOW, THEREFORE, in consideration of the mutual covenants, considerations, representation, warranties and promises herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

The Village agrees to allow the Structure described in paragraph 6 above under the following conditions:

A. The Owner agrees that the structure will be constructed/installed and maintained in accordance with the Village Code of Ordinances.
B. The Owner agrees to remove or relocate the Structure at his/her own expense upon request of the Village. Upon such removal or relocation, Owner agrees to restore the Easement to its previous condition. If Owner fails to do any of the above within five (5) days of such request, the Village may remove or relocate the Structure and restore the Easement to its previous condition, and Owner agrees to reimburse the Village for any expenses it incurs in connection therewith. Owner understands and acknowledges that the Village will not be responsible in any way for repairs to, or replacement of the Structure or any portion thereof.
C. The Owner agrees that the Structure shall be as depicted on Exhibit "A" filed with the Village Planning, Zoning & Building Department and that no other construction by Owner shall take place in the Easement, unless this Agreement is amended to so provide.
D. This Agreement shall be recorded at the Owner's expense (Standard fees by the Clerk of the Circuit Court and the Owner will be billed by the Village Clerk) in the public records of

Palm Beach County, Florida and shall be a covenant running with the Property, and shall be binding on the Owner, his/her heirs, successors and assigns.

E. Upon the vacation, abandonment or discontinuance of the Easement, this Agreement shall immediately and automatically terminate and be of no further force and effect.

F. The Owner understands and acknowledges that prior to Village approval of the construction/installation within the Easement, the Village must determine if the Easement is for utility, drainage or canals. The undersigned Owner, therefore, authorizes the Village to designate on the Agreement for Construction within Utility/Drainage/Canal Easement the type or types of Easements affected by the Agreement.

G. The Owner hereby agrees that he/she will indemnify and hold the Village harmless from and against any and all claims, demands, lawsuits, settlements, damages, costs and expenses, including attorney's fees, suffered or incurred by the Village and arising out of or in connection with the subject matter of this instrument.

Executed this _____ day of _____, 20____.

WITNESSES: _____ _____	WITNESSES: _____ _____
_____ One (1) **Owner Signature** _____ Print Name	_____ One (1) **Owner Signature** _____ Print Name
THE STATE OF FLORIDA COUNTY OF PALM BEACH The foregoing instrument was acknowledged before me this date _____ by (Name of person acknowledging) _____, who is personally known to me or who produced _____ as identification and who did/did not take an oath, and acknowledged before me is that he/she executed said instrument, for the purposes therein expressed. _____ Notary Public, State of Florida (SEAL)	THE STATE OF FLORIDA COUNTY OF PALM BEACH The foregoing instrument was acknowledged before me this date _____ by (Name of person acknowledging) _____, who is personally known to me or who produced _____ as identification and who did/did not take an oath, and acknowledged before me is that he/she executed said instrument, for the purposes therein expressed. _____ Notary Public, State of Florida (SEAL)

The Village consents to the construction/installation of the Structure, subject to the requirements set forth above.

BY: _____ Village Planning & Zoning	BY: _____ Village Building Official

(VILLAGE SEAL)

HOLD HARMLESS AGREEMENT

In Conjunction with Application for a Permit for Structure(s) on Village Waterways

The undersigned property owner(s) submitted an application for a permit to construct a structure or structures on the waterways within the Village of Royal Palm Beach, Florida (the "Village") pursuant to Village Code Sec.7-18.; and Sub-paragraph (c)(2) of this section requires a fully executed hold harmless agreement to be included with the permit application if the structure is to be located on Village lands.

NOW, THEREFORE, for and in consideration of the issuance of the required permit; and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/we state and agree as follows:

1. I/we own property in the Village of Royal Palm Beach located at _____ _____, which is adjacent to a Village owned waterway on which I/we have applied to construct a structure.

2. I/we hereby agree that I/we will indemnify and hold the Village harmless from and against any and all claims, demands, lawsuits, settlements, damages, costs and expenses, including attorneys' fees, suffered or incurred by the Village and arising out of or in any way connected with the construction of a structure or structures located on Village property as set forth on the permit for which application has been made.

Executed this _____ day of _____, 2010

WITNESSES:

_____	_____
Signature	Property Owner (1)
_____	
Printed name	
_____	_____
Signature	Property Owner (2)(if applicable)
_____	
Printed name	

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2010 by _____, who is personally known to me or who has produced a Florida driver's license as identification and who did/did not take an oath.

_____
Notary Public, State of Florida

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2010 by _____, who is personally known to me or who has produced a Florida driver's license as identification and who did/did not take an oath.

_____
Notary Public, State of Florida

HOMEOWNERS ASSOCIATION ACKNOWLEDGEMENT AFFIDAVIT

DATE: _____

TO: Village of Royal Palm Beach
Community Development
1050 Royal Palm Beach Blvd.
Royal Palm Beach, FL 33411

To whom it may concern;

By signing this Homeowners Association Acknowledgement Affidavit I state that I am aware that the property located at:

_____, Royal Palm Beach, FL 33411

is located within a community that is governed by a Homeowners Association. I also understand that it is my responsibility as the home owner to obtain the necessary approval(s) from the homeowners association for work being conducted at the above referenced address.

_____
Print Owner's Name

_____ _____
Owner's Signature Date

OWNER BUILDER STATEMENT/AFFIDAVIT

VILLAGE OF ROYAL PALM BEACH

Florida Statutes are quoted here in part for your information to indicate the authority for exemptions for homeowners from qualifying as contractors and to express any applicable restrictions and responsibilities.

OWNERS MUST PERSONALLY APPEAR AT THE BUILDING DEPARTMENT TO SIGN THIS DOCUMENT

BY SIGNING THIS STATEMENT, I ATTEST THAT: *(Initial to the left of each statement)*

	I understand that state law requires construction to be done by a licensed contractor and have applied for an owner-builder permit under an exemption from the law. The exemption specifies that I, as the owner of the property listed, may act as my own contractor with certain restrictions even though I do not have a license.
	I understand that building permits are not required to be signed by a property owner unless he or she is responsible for the construction and is not hiring a licensed contractor to assume responsibility.
	I understand that, as an owner-builder, I am the responsible party of record on a permit. I understand that I may protect myself from potential financial risk by hiring a licensed contractor and having the permit filed in his or her name instead of my own name. I also understand that a contractor is required by law to be licensed in Florida and to list his or her license numbers on all permit and contracts.
	I Understand that I may build or improve a one-family or two-family residence or a farm outbuilding. I may also build or improve a commercial building if the costs do not exceed $75,000. The building or residence must be for my own use or occupancy. It may not be built or substantially improved for sale or lease. If a building or residence that I have built or substantially improved myself is sold or leased within in 1 year after the construction is complete, the law will presume that I built or substantially improved it for sale or lease, which violates this exemption.
	I understand that, as the owner-builder, I must provide direct, onsite supervision of the construction.
	I understand that I may not hire an unlicensed individual person to act as my contractor or to supervise persons working on my building or residence. It is my responsibility to ensure that the persons whom I employ have the licenses required by law and by county ordinance.
	I understand that it is a frequent practice of unlicensed persons to have the property owner obtain an owner-builder permit that erroneously implies that the property owner is providing his or her own labor and materials. I, as an owner-builder, may be held liable and subjected to serious financial risk for any injuries sustained by an unlicensed person or his or her employees while working on my property. My homeowner's insurance may not provide coverage for those injuries. I am willfully acting as an owner-builder and am aware of the limits of my insurance coverage for injuries to workers on my property.
	I understand that I may not delegate the responsibility for supervising work to a licensed contractor who is not licensed to perform the work being done. Any person working on my building who Is not licensed must work under my direct supervision and must be employed by me, which means that I must comply with laws requiring the withholding of federal income tax and social security contributions under the Federal Insurance Contributions Act (FICA) and must provide workers' compensation for the employee. I understand that my failure to follow these laws may subject me to serious financial risk.

	I agree that, as the party legally and financially responsible for this proposed construction activity, I will abide by all applicable laws and requirements that govern owner-builders as well as employers. I also understand that the construction must comply with all applicable laws, ordinances, building codes, and zoning regulations.
	I am of aware of construction practices and I have access to the Florida Building Code.
	I understand that I may obtain more information regarding my obligations as an employer from the Internal Revenue Service, the United States Small Business Administration, the Florida Department of Financial Services, and the Florida Department of Revenue. I also understand that I may contact the Florida Construction Industry Licensing Board at 1-850-487-1395 or at www.myflorida.com/dbpr/pro/cilb/ for more information about licensed contractors.
	I am aware of, and consent to, an owner-builder building permit applied for in my name and understand that I am the party legally and financially responsible for the proposed construction activity at the address listed below.
	I agree to notify the building department immediately of any additions, deletions, or changes to any of the information that I have provided on this disclosure or in the permit application package.
	Licensed contractors are regulated by laws designed to protect the public. If you contract with a person who does not have a license, the Construction Industry Licensing Board, the Department of Business and Professional Regulation and the building department may be unable to assist you with any financial loss that you sustain as a result of a complaint. Your only remedy against an unlicensed contractor may be in civil court. It is also important for you to understand that, if an unlicensed contractor or employee of an individual or firm is injured while working on your property, you may be held liable for damages. If you obtain an owner-builder permit and wish to hire a licensed contractor, you will be responsible for verifying whether the contractor is property licensed and the status of the contractor's workers' compensation coverage.

Property Address:_____

I, _____, do hereby state that I am qualified and capable of performing the requested construction involved with the permit application filed and agree to the conditions specified above.

_____ _____

Signature of Owner-Builder Date

Form of Identification_____

(Must be Photo ID)

A violation of this exemption is a misdemeanor of the first degree punishable by a term of imprisonment not exceeding 1 year and a $1,000.00 fine in addition to any civil penalties. In addition, the local permitting jurisdiction shall withhold final approval, revoke the permit, or pursue any action or remedy for unlicensed activity against the owner and any person performing work that requires licensure under the permit issued.