



SWALE ACKNOWLEDGMENT PROCEDURES

1. Owner(s) to complete Swale Acknowledgement form in its entirety and have signature(s) notarized.
2. Submit completed, signed, and notarized Swale Acknowledgement to the Building and Permitting Division for review and execution by signature from the City along with a building permit application and two (2) sets of plans required for the improvement.
3. Record executed Swale Acknowledgment attached with Exhibit 'A' at the Broward County Governmental Center at 115 S. Andrews Avenue, Room 114.
4. Return a certified copy of the recorded Swale Acknowledgment to the Building and Permitting Division for review and permit approval.
5. A Swale Inspection to verify the proper slope and depression of the swale will be required prior to the installation of the improvement following the issuance of a permit.



SWALE ACKNOWLEDGMENT

THIS ACKNOWLEDGMENT, made and entered into this _____ day of _____, 20_____, by and between

(Print Name of Owner[s])

hereinafter referred to as "OWNER(S)," and the City Of Oakland Park, 3650 NE 12 Avenue, Oakland Park, 33334, a municipal corporation of the State of Florida, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, the OWNER(S) certify that they are the fee title holder of the following described property located in Broward County, Florida:

Address: _____

Legal Description: _____

Folio Number: _____

WHEREAS, Chapter 24, Sec. 24-94 of the Code of Ordinances of the City of Oakland Park, Florida provides for regulation of paving of swale areas located between the road surface and the road right-of-way line; and

WHEREAS, the purpose for such swale area is primarily intended for the drainage of the paved roadway by the percolation of water through the natural sand soil; and

WHEREAS, the city, pursuant to such ordinance provisions, allows certain materials to be used for paving of the swale areas; and

WHEREAS, the OWNER(S) desire to install concrete paving or other unapproved material in the swale and has applied to the City of Oakland Park for a permit to install such paving; and

WHEREAS, the CITY desires to approve the OWNER(S) permit for paving a portion of the swale areas providing that the OWNER(S), their successors, heirs and assigns be responsible for the expense of removal and replacement of such swale paving in the event the CITY needs to construct, maintain or repair improvements located within such swale areas;

NOW THEREFORE, in consideration of the mutual promises, covenants and duties herein, the CITY and OWNER(S) agree as follows:

1. That in consideration for the CITY approving the permit for the OWNER(S) to install concrete paving or unapproved material in the swale areas of the abutting property, that the OWNER(S) hereby agree that they, their successors, heirs and assigns shall be responsible for the expense of the removal or replacement of such concrete paving or other rigid substances in the event the CITY needs to construct, maintain or repair improvements within said swale areas.
2. That in the event the CITY requires the OWNER(S) to permanently remove swale paving, the OWNER(S) shall be given thirty (30) days written notice by certified mail. If at the end of thirty (30) days the paving is not removed, the CITY shall have the right to remove said paving with the OWNER(S) bearing the cost of same which shall become a lien on the property. In the event emergency removal of the paving is required, the OWNER(S) understand and agree that the CITY is granted the right of removal with the OWNER(S) bearing all costs of replacement.
3. That a sketch of the proposed swale paving and a description of the materials to be used by the OWNER(S) is attached hereto and made a part hereof as Exhibit 'A'.

4. It is mutually agreed by the parties hereto that as a condition to the approval of a permit for the construction of certain paving located within the swale areas as depicted in Exhibit "A", that this agreement shall be recorded in the Public Records of Broward County, Florida, at the expense of the OWNER(S) so as to serve as record notice to the (OWNER(S)' successors in title as to the obligations of this agreement concerning the expense of the removal or replacement of such concrete paving or other rigid material.
5. OWNER(S) shall at their sole cost and expense, indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all claims, legal or suit actions, damages, liabilities, expenditures, or causes of action of any kind or nature that may be filed against the CITY, its officers, agents and employees arising from the Swale Paving adjacent to OWNER(S) property pursuant to this Agreement, and resulting or accruing from any negligent act, omission or error of OWNER(S), their agents, servants or employees arising out of the performance of this Agreement, resulting in or relating to injuries to body, life, limb or property sustained in, about or upon said property or arising from the use of said property. OWNER(S) shall also defend, at their sole cost and expense, any legal action, claim, or proceeding instituted by any person against the CITY as a result of any claim, suit or cause of action accruing from this Agreement, for injuries to body, life, limb or property as set forth above. OWNER(S) shall save the CITY harmless from and against all judgments, orders, decrees, attorneys fees, costs, expenses and liabilities incurred in and about any such claim, investigation or defense thereof which may be entered, incurred or assessed as a result of the foregoing. OWNER(S) further agree to indemnify, hold harmless and defend CITY from and against any claim, demand or cause of action of whatever kind or nature arising out of any conduct or misconduct of the OWNER(S) for which the CITY, its agents, servants or employees are alleged to be liable.

IN WITNESS HEREOF, the CITY and OWNER(S) have caused their respective signatures and seals to be affixed hereto on the day and year first above written.

Owner's Signature

Owner's Printed Name

Owner's Signature

Owner's Printed Name

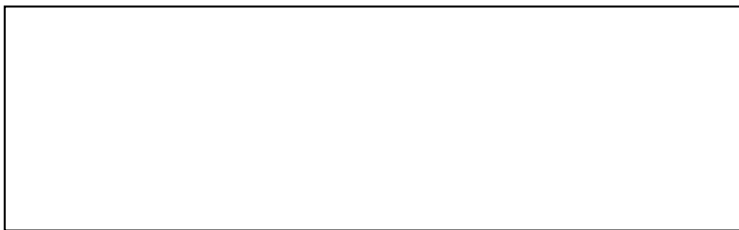
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, _____

By _____

Individually, or as _____ for _____

Personally known, or produced the following type of identification: _____



SEAL ABOVE

Signature of Notary Public

Printed Name of Notary Public

COMPLIANCE WITH CITY REQUIREMENTS

City Signature

Date