

APPLICATION FOR PERMIT # _____
FOR THE REPAIR/REPLACEMENT OF A DRIVEWAY CONNECTION
SUN 'N LAKE OF SEBRING IMPROVEMENT DISTRICT
5306 SUN 'N LAKE BOULEVARD
SEBRING, FLORIDA 33872
863-382-2196

Lot # _____ Block # _____ Unit # _____ Street Address _____

Parcel # _____ Highlands County Strap # _____

Lot Owner: Name: _____
Address: _____
City, State, Zip: _____
Phone Number: (_____) _____

and, if applicable Authorized Representative:

Contractor: Company: _____
Name: _____
Address: _____
City, State, Zip _____
Phone Number (_____) _____
Email: _____

WHEREAS, the Sun 'n Lake of Sebring Improvement District (hereinafter the "**District**") has the authority and responsibility to maintain road, drainage, storm water retention and water & sewage facilities within the District and pursuant thereto the District must control and regulate the connection and/or access to the facilities. This Permit is issued pursuant to said authority. The District, at a minimum, requires that all construction meet the requirements of the Highlands County Land Development Regulations (current version on the date of issuance of the permit), and the requirements contained within this Permit.

Permission is hereby granted to the above listed Lot Owner or duly Authorized Representative (hereinafter together the "**Permittee**") for construction of a driveway connection in the right of way of the above named street to connect to such street, subject to the terms and conditions (hereinafter called the "**Permit**"). The owner may appoint the contractor, or any other person, as the Authorized Representative by execution of the Authorized Representative Form attached as Exhibit A.

Permit Use for the Repair/Replacement of an Existing Driveway in its current footprint. Any material changes to layout and/or elevation will require a new driveway permit.

EXHIBIT A

Construction Permit Fee Schedule

Residential/ Commercial Development Charges

- Land Clearing Fee \$100 per Lot
- Driveway Connections & Batter Board Grades \$250 per Connection
- Inspections/Re-Inspections \$100 per Visit
- Permit Renewal Fee \$500
- Road Damage \$3 per sq./ft. (\$150 minimum)
- Road Shoulder Damage \$2.25 per sq./ft.
- SOD Damage \$0.45 per sq./ft.
- SOD Letter \$30 & \$1,000 Deposit

Permit Terms and Conditions

1. The Permit is not considered as issued or valid until picked up from the District office and signed for by the Permittee. The District will not notify the Highlands County Building Department of its concurrence with the issuance of a building permit until this Permit is issued. A copy of this Permit is required to be displayed at the job site for the full period of construction, together with the building permit issued by Highlands County.
2. By signing of this Permit, the Permittee acknowledges familiarity with and agrees to all terms and conditions of this Permit. Furthermore the Permittee authorizes District personnel the right to access the property for purposes related to this Permit and any other utility construction, inspection or maintenance purpose for which access is necessary by District personnel both now and in the future.
3. The permit shall not be issued until all terms and conditions have been met or agreed to and all required fees paid in full. A current fee schedule as adopted by the Sun 'n Lake of Sebring Improvement District Board of Supervisors is attached.
4. All work, materials and equipment required pursuant to this Permit shall be subject to inspection by the District's Engineer, or his designated representative. All materials shall be new unless otherwise authorized in writing by the District Engineer.
5. During construction all safety regulations of Highlands County and the Florida Department of Transportation shall be observed and the permittee must take such measures, including placing and display of safety devices, as may be necessary in order to safely conduct the public through the project area. Construction vehicles or vehicles of construction workers shall not be parked on the road surface during construction of the driveway or the construction of the building whenever it constitutes a traffic hazard. The District shall be relieved of all responsibility from damage of any nature which may occur during or as a result of the construction authorized by this permit. As consideration for issuance of this Permit and the right to connect to the roadway system of the District, the Permittee does hereby agree to hold the Sun „n Lake of Sebring Improvement District harmless from any and all claims and demands, actions, suits or complaints whatsoever in law or equity which said Permittee has or might have, known or unknown, now existing or that might arise, or which any personal representative, successor, heir or assign of the Permittee, hereinafter can, may or shall have, resulting from the execution and issuance of this Permit by the Permittee, from the date of issuance of this Permit to the end of the world.
6. **The Permittee is required to submit an 8 1/2" x 11" drawing covering the details of this driveway installation which shall be made a part of this Permit. The drawing shall show the dimensions of all lot lines, the width of the driveway (10 feet minimum), the distance from the closest side lot line to the edge of the driveway (5 feet minimum), the type and thickness of material for the driveway (4" of 3000 psi concrete with 1.5 pounds of fiber mesh per cubic yard or 6"x6" #10 woven wire mesh, minimum - or - 6" shell and 1" of asphalt, minimum). The flares where the**

driveway meets the edge of pavement shall be a minimum of 10 feet wider (5 feet each side) than the width of the overall driveway and shall terminate perpendicular to the pavement for a distance of at least 1 foot to avoid a sharp corner break off. If applicable, the location of the well and STEP tank shall also be shown.

7. In areas where culverts are required, the size shall be as specified by the District Engineer, **a 15" round (or its elliptical equivalent) is the minimum.** The length of the culvert shall be as specified by the District Engineer, and at a minimum the culvert shall be of sufficient length such that there is a minimum of a 5 foot shoulder from each edge of the driveway to the end of the pipe or the start of the mitered end section. Mitered end sections or a headwall are required on all new or modified driveways.
8. Culverts may extend across the entire length of the property line providing that a catch basin with traversable slots is provided on each property line at the end of the pipe. Details of the construction will be provided by the District Engineer. The catch basin must be designed and constructed to accommodate existing or future pipes on each side of the property.
9. *** Prior to issuance of the Permit or commencement of any construction, including lot clearing, the roads and drainage shall be inspected by a representative of the District to assess the existing conditions. If there is existing damage it shall be noted on the application and if there is none it shall be so noted on the application. If damage is noted after construction commences, but prior to the inspection, such damage shall be attributable to the construction.
10. The Permittee shall reimburse the District for all ROW damage, including but not limited to pavement, sod, ditch grading and or culvert. Please reference fee schedule.
11. It is expressly stipulated that this Permit is a license for permissive use only and that the placing of facilities upon the public or private property pursuant to this permit does not operate to create or to vest any additional property rights to said permittee.
12. *** **No concrete, washouts, rubble, trash or debris (to include brush, limbs and trees from the construction) shall be dumped or disposed of on any Lot within the District, except normal construction trash generated as a part of construction and confined to the construction lot. All concrete, washouts, rubble, trash and/or debris, etc., shall be removed prior to the final inspection. The District shall inspect and approve of the compliance with this section prior to notifying the Highlands County Building Department with its concurrence with the issuance of a Certificate of Occupancy.**
13. Prior to any construction the permittee shall call Sunshine State One Call Center (1-800-432-4770) and the District for the location of all utilities in the construction area.
14. The Permittee shall commence actual construction in good faith within 90 calendar days from the date of this permit and shall complete the work within 365 calendar days.

15. It is understood and agreed that in the case of public right of way, the rights and privileges herein set out are granted only to the extent of the Sun 'n Lake of Sebring Improvement District's right, title and interest in the land to be entered upon and used by the permittee.

16. The permittee, for himself, his heirs, his assigns and successors in interest, binds and obligates himself to save and hold harmless the Sun „n Lake of Sebring Improvement District from any and all damages, claims or injuries caused in whole or in part by the permittee that such occur by reason of this construction, said facility design, construction, maintenance and continuing existence of the connection facility.

17. The permittee binds and obligates himself to conform to the above description and attached sketch and to abide by the requirements of the Sun 'n Lake of Sebring Improvement District.

18. The office of the Sun „n Lake of Sebring Improvement District shall be notified 48 hours in advance before grades can be set or inspection made. Notifications called in after the close of business Wednesday are subject to be carried over to the next workweek. No inspections will be made on the weekend.

19. ***** An Initial Condition Inspection was conducted on _____ and noted the following existing damage to the construction site which will not be the responsibility of the permittee to repair.**

20. Owner, developer, contractor have been notified that District inspections are for the purposes of functional drainage/driveway construction requirements.

Receipt of all fees due hereunder is acknowledged and the Permit is hereby approved and issued.

Authorized Representative:

(Signature)

(Printed Full Name)

(Date)

Approved By:

(Sun 'n Lake Improvement District Authorized Personnel)

(Position & Date)

**EXHIBIT A
SPECIAL POWER OF ATTORNEY**

I, _____, residing at _____,

hereby appoint my (Contractor) (Other Representative): _____,
as my true and lawful attorney-in-fact and authorized representative for me and in my name to
act in my capacity to do any and all of the following:

To execute any and all documents necessary to obtain a permit for the construction of a
driveway connection within the Sun „n Lake of Sebring Improvement District for the
following real property :

Lot _____, Block _____, Unit _____, Sun 'n Lake Estates of Sebring subdivision

This instrument is to be construed and interpreted as a special power of attorney.

The rights, powers, and authority granted to my attorney-in-fact shall be effective on the date
this document is signed and delivered to the attorney-in-fact and shall remain in effect unless
sooner canceled by me until the construction on the above property is finalized.

DATED this _____ day of _____, 20____.

Lot Owner/Permittee: _____

Printed Name: _____

**STATE OF FLORIDA
COUNTY OF HIGHLANDS**

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take
acknowledgments, personally appeared _____ to me known or who
produced _____ as identification and who executed the foregoing
instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the state and county named above.

DATED this _____ day of _____, 20____

Printed Name: _____

Commission No.: _____

Commission Expires: _____

Notary Public, State of Florida at Large
(affix notarial seal)

**EXHIBIT B
FINAL INSPECTION FORM**

*****A final inspection was conducted on _____ and noted the following damage that must be repaired prior to issuance of a Certificate of Occupancy.**

Approved by:

(Sun 'n Lake Improvement District Authorized Personnel)

(Position & Date)

*****A re-inspection of damage repairs was conducted on _____ and found the damage to be repaired satisfactorily.**

Approved by:

(Sun 'n Lake Improvement District Authorized Personnel)

(Position & Date)