

**SUN 'N LAKE OF SEBRING
IMPROVEMENT DISTRICT
LAND CLEARING PERMIT**

APPLICATION # _____

Version 1.0 9/1/2022

Lot # _____ Block # _____ Unit # _____ Date _____.

Street Address _____

:

Highlands County Strap # C - _____ - _____ - _____ - _____ - _____ - _____

Lot Owner: Name _____.

Address _____.

City, State, Zip _____.

Phone Number () _____.

and, if applicable Authorized Representative:

Company _____.

(Contractor) Name _____.

Address _____.

City, State, Zip _____.

Phone Number () _____.

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 development 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 clearing of property of the above-named address, 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 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. A copy of this Permit is required to be available upon request by district staff or displayed at the job site for the full period of work.

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 Permittee is hereby notified that certain areas within the District, specifically within Units 3, 4, 15, 18 and 25, among others, are subject to a Conservation Easement awarded to the State of Florida for preservation of habitat for the Florida Scrub Jay, as recorded in O.R. Book 1229, Page 1071, Public Records of Highlands County, Florida. This easement includes areas adjacent to golf course frontage home sites on golf courses No. 3 and No. 4. Maintenance of this optimal scrub jay habitat must be carefully controlled and can only be performed by knowledgeable District representatives. Fines and penalties will be imposed pursuant to adopted District regulations for any trespass and damage to the Scrub Jay Conservation Easement areas. Consultation with the District administrative office is mandatory if maintenance within the easement area is desired.

4. 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 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 the clearing of land whenever it constitutes a traffic hazard. The District shall be relieved of all responsibility from damage of any nature which may occur during or because of the activities authorized by this permit. As consideration for issuance of this Permit, 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.

5. * 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 clearing commences, but prior to the inspection, such damage shall be attributable to the clearing.**

6. * The District shall inspect after clearing and note any damage to the right-of-way, roads, or drainage facilities. Any damage caused by clearing, to district property shall be the responsibility of the permittee.**

7. 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.

8. Prior to any work the permittee shall call Sunshine State One Call Center (811) and the District for the location of all utilities in the construction area.

9. The Permittee shall complete actual clearing within 180 calendar days from the date of this permit.

10. 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 all damages, claims or injuries caused in whole or in part by the permittee that such occur by reason of this work.

11. The office of the Sun 'n Lake of Sebring Improvement District shall be notified 48 hours in advance before clearing may start. 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.

12. A Land Clearing Permit does not authorize any other development activity. At minimum a driveway permits from the Sun 'n Lake Improvement District will be required for any connection to district roads or construction of any structures.

13. A Land Clearing Permit does not authorize the impact to any protected species. All impacts shall be permitted through the proper state and local government entities.

14. A Land Clearing Permit does not waive the permittee from obtaining any required County, State, or Federal permits that may be required for the permittee's work.

15. Once a lot is cleared within the District, it shall follow all code of ordinances pertaining to maintenance and upkeep. This includes but not limited to mowing and restoration of the right-of-way after clearing has completed.

16. All materials removed as part of the clearing process shall be hauled away and disposed of by the permittee. The disposal site must be a legal permitted debris landfill. No debris shall be disposed of within the District.

17. *** 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.

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

Approved By:

Applicant:

District Authorized Personnel Signature

Applicant Signature

Date

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 all the following:

To execute 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)