ARB REQUIREMENTS

ARB SUBMITTAL REQUIREMENTS CONSIST OF TWO (2) PHASES AS DESCRIBED BELOW:

PHASE ONE (1) PRELIMINARY REVIEW
Please note that if any of the following documents are missing, we cannot accept your submittal:

1. Please submit to Village Hall two (2) sets of 24"x36" plans to:
   Graciela Escalante, Building Official, 655 96th Street, Bal Harbour, FL 33154
   and
   mail, courier or overnight one (1) set of 24”x36” plans to: Ed Ploski, Michael Miller Planning Assoc. 7522 Wiles Rd, Suite #203, Coral Springs, FL 33067.

2. Original ARB Application (have a copy of the app attached to each plan)
3. Signed and sealed architect’s narrative (have a copy of the narrative attached to each plan) together with a pdf and electronic word document on a usb.
4. Print out from Miami-Dade Property Appraiser Office
5. Cost estimate/budget proposal for the work
6. Elevation Certificate FEMA FORM 086-0-33 (12-19) signed by the Florida Licensed Surveyor
7. Survey signed and sealed by a Florida Licensed Surveyor (not older than six months)
8. Hold Harmless Agreements as applicable, see Exhibits:
   a. Hold Harmless for Substantial Improvements (Owner and Contractor): Exhibit A
   b. Hold Harmless for Landscape in Utility Easements: Exhibit B
   c. Grant of Underground Utility Easement for Residential Parcels: Exhibit C
9. *If the proposed work is a renovation or an addition to the building, submit a new certified appraisal of the structure in order to calculate substantial improvement. The appraisal shall include a separate appraisal cost for the building/structure only and the depreciated value of the building or structure not including the land.
10. USB with PDF and Word copies of all documents and plans, specifically item # 1 thru 10 above)

PHASE TWO (2): FINAL SUBMITTAL
The following shall be submitted after the Building Official and Planning and Zoning Consultant have approved the plans:

1. Three (3) Village Approved signed and sealed 11x17 hardcopy original-colored plans by the Architect and Landscape Architect of Record. The referenced sets are required to have stapled to each set the ARB Application and AE narrative.

   A PDF and Power-point Presentation of the approved ARB submittal that is ADA accessible. Please find attached Exhibit D that contains the ADA accessible format for the power-point presentation.
The undersigned Agent/Owner request(s) Architectural Review Board review of the following application(s):

☐ New Building ($2,500.00)    ☐ Alteration/Additions ($1,000.00)    ☐ Revision ($250.00)

PROJECT INFORMATION

Street Address of the Subject Property: ____________________________

Property/Project Name: ____________________________

Legal description: Lot(s) ____________________________

Block(s) ____________________________ Section(s) ____________________________

Folio No. ____________________________

Owner(s): ____________________________

Mailing Address: ____________________________

Telephone: ____________________________ Fax: ____________________________

Other ____________________________ Email ____________________________ @ ____________________________

Architect(s)/Engineer(s): ____________________________

Architect(s)/Engineer(s) Mailing Address: ____________________________

Telephone: Business ____________________________ Fax: ____________________________

Other ____________________________ Email ____________________________ @ ____________________________

PROJECT INFORMATION

Project Description(s): ____________________________

Estimated project cost*: ____________________________

(*Estimated cost shall be +/- 10% of actual cost)

Date(s) of Previous Submittal(s) and Action(s): ____________________________

______________________________

Bal Harbour Village Building Department ● 655 96th Street, Bal Harbour ● FL 33154 ● 305-865-7525 ● Fax 305-868-0141   1/21/2020

Form updated 4-14-2021
I acknowledge, affirm, and certify to all of the following:

1. This request, application, application supporting materials and all future supporting materials complies with all provisions and regulations of the Zoning Code, Comprehensive Plan and Code of Ordinances of Bal Harbour Village unless identified and approved as a part of this application request or other previously approved applications. Applicant understands that any violation of these provisions renders the application invalid.

2. That all the information contained in this application and all documentation submitted herewith is true to the best of (my) (our) knowledge and belief.

3. Understand that the application, all attachments and fees become a part of the official records of Bal Harbour Village and are not returnable.

4. All application representatives have registered with and completed lobbyist forms for the Bal Harbour Village City Clerk’s office.

5. Understand that under Florida Law, all the information submitted as part of the application are public records.

6. Failure to provide the information required for submittal/necessary for review by the Architectural Review Board may cause the application to be deferred without review.

7. That applications for Architectural Review Board review require the presence of the applicant and/or architect/engineer at the meeting unless otherwise notified.

8. All fees shall be paid at the time of submittal.
9. A written narrative explaining the architectural style of the proposed building or alteration

10. I have received consent from the owner of the property to file this application.

**NOTE: ONLY ONE SIGNATURE OR AFFIRMATION/CONSENT IS REQUIRED**

<table>
<thead>
<tr>
<th>Owner Printed Name:</th>
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<td>Architect(s)/Engineer(s) Print Name:</td>
<td>Architect(s)/Engineer(s) Signature:</td>
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**NOTARIZATION**

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

Sworn to or affirm and subscribed before me this _____day of ___________________________,  
in the year 20___by ___________________________who has taken an oath and is personally  
known to me or has produced ___________________________as identification.

My Commission Expires: ____________________

_____________________________________
Notary Public

Bal Harbour Village Building Department ● 655 96th Street, Bal Harbour ● FL 33154 ● 305-865-7525 ● Fax 305-868-0141  
1/21/2020
NOTE: The Architectural Review Board Application submittal deadline is 12:00 noon on the date stated in the ARB 2021 Schedule available online. Please refer to page 1 of the application for instructions regarding submittal requirements for Phase One and Phase Two submittals in addition to the submittal requirements outlined below.

The information provided herein must be true and correct, and the application must be submitted with all of the documents necessary for review by the Board. Failure to provide the information necessary for review by the Board may cause the application to be deferred without review.

☐ Architectural Review Board fee(s). Posting, resubmittal, and late fees may apply where applicable. All fees must be paid at the time of submittal to secure placement for the meeting’s docket (agenda).

After approved by all parties:

☐ Three (3) signed and sealed original colored hard copies of planning and zoning approved plans 11” x 17” of the following; Architectural drawings which include at a minimum, survey, site plan (with existing & new trees identified), colored floor plans and elevation drawings, drainage plans, zoning data sheet, colored landscape drawings that include tree disposition plan signed and sealed by a Florida Registered Landscape Architect. The landscape drawings are required to match the Architects elevations and renderings. Partial drawings will not be accepted. A complete title block on each page which includes the name of the property owner, the job location or address, the name, address and phone number of the designing architect, pages numbers, and type of construction.

☐ Signed and sealed survey of the property, which is less than 6 (six) months old, accurately reflecting the existing conditions of the property, including: all improvements, site elevations, square footage, structures, sidewalks, crown of road, and existing trees with three inch or greater caliper trunks within the property and adjacent right-of-way or a statement by the land surveyor that there are no trees on the property. Properties abutting a waterway or bay must show mangroves, or there are no trees on the property.

☐ Three (3) copies 11”x17” Architectural and Landscaping plans and elevations in color, the architectural plans shall clearly contain a legend that depicts in color the materials used;

☐ Tree disposition plan, which includes a tree protection plan for all specimen trees on the site and in the public right of way

☐ 4” x 6” colored photographs (NO black & white photos) of the building site, any existing structures, and the neighboring structures which show the character of the surrounding neighborhood. (Mounted or printed on plan sheets)

☐ Minimum of one (1) color rendering of street and bayside (where applicable) elevations.

☐ A USB containing all the application information, including all drawings in a ADA accessible power point format.

☐ If you are governed under Homeowners or Condominium Association Covenants, you must receive those approvals prior to submittal.
NOTE: The Architectural Review Board Application submittal deadline is 12:00 noon on the date of the ARB 2021 Schedule available online.

Some of the below listed items may qualify for ARB Administrative Review. ARB Administrative review if permitted by the Building Official are projects that may be approved administratively and do not have to go before the ARB Hearing. Please submit the ARB Administrative Review Application (Exhibit E) along with the items listed below and email the application to the Building Official, Graciela Escalante (gescalante@balharbourfl.gov), Nidia Barriga (nbarriga@balharbourfl.gov) and Olga Kalogeropoulos (okalogeropoulos@balharbourfl.gov) to see if your project qualifies. If it does not qualify you will be informed as soon as possible.

The information provided herein must be true and correct, and the application must be submitted with all of the documents necessary for review by the Board. Failure to provide the information necessary for review by the Board may cause the application to be deferred without review.

☐ Architectural Review Board fee(s). Posting, resubmittal, and late fees may apply where applicable. All fees must be paid at the time of submittal to secure placement for the meeting’s docket (agenda).

After approved by all parties:

### Antennas
- Three (3) 11” x 17”, complete sets of the site plan and detail drawings including building elevation drawings showing the location and size of the antenna and whether it is visible from public view. (a survey cannot serve as the site plan).
- Three (3) 11” x 17” copies of installation details
- Survey
- Three (3) sets 4” x 6” colored photographs (NO black & white photos), mounted or printed on 11” x 17” sheets.

### Awnings/Canopies – New/Re-cover
- Three (3) 11” x 17” complete sets of elevation drawings (1/4” = 1’ scale) for each side of the building upon which the awning/canopy will be visible
- Three (3) 11” x 17” complete sets of the site plans showing the location and setback of awnings/canopies (a survey cannot serve as the site plan).
- Three (3) sets of photographs showing where the awning or canopy will be located and mounted; 4” x 6” colored photographs (NO black & white photos). Must be mounted/printed on 11” x 17” sheets.
- Survey
- Sample of material and color of the awning/canopy
- If the awning/canopy is to be re-covered, a copy of the previously approved permit showing style and color will be required (copy may be obtained from the Building Department).
- Include in application the number of awnings or canopies installed or re-covered.

### Decks (Pool/Slab/Wooden)
- Three (3) sets of 11” x 17” site plans and 11” x 17” floor plans (1/4” = 1’ scale) accurately showing the proposed work (a survey cannot serve as the site plan).
- Indicate the disposition of existing trees
- Survey

### Demolition/removal of exterior features, landscaping, or accessory/auxiliary structures, without replacement construction
- Three (3) sets of 11” x 17” site plans and (full size) floor plans (1/4” = 1’ scale) accurately showing the proposed work (a survey cannot serve as the site plan).
- Survey
- 4” x 6” colored photographs (NO black & white photos), mounted/printed on 11” x 17” sheets.
☐ Additional information may be required dependent on the scope of work.

Docks/Moorings/Wharves
☐ Three (3) sets of plans that include the site plan showing the location of the proposed dock/mooring/wharves and existing mangroves. Plans must show dimensions across waterway and must have preliminary approval from Miami-Dade County Department of Environmental Resources Management.
☐ 4” x 6” colored photographs (NO black & white photos), mounted/printed on 11” x 17” sheets.
☐ Survey

Doors/Skylights/Windows
☐ Three (3) sets of drawings including full floor plan, elevation drawings (1/8” = 1’ scale), and details (3/4” = 1’ scale). Provide quantity of doors/skylights/windows, color of frames and glass and/or mullions. (a survey cannot serve as the site plan).
☐ For commercial or multi-unit residential projects, nine (9) copies of building plans, elevation drawings.
☐ Two (2) copies of condominium letter authorization, if applicable.
☐ 4” x 6” colored photographs (NO black & white photos), mounted/printed on 11” x 17” sheets.

Driveways/Pavers/Tiling/Walkways – New, Change of Material or Shape
☐ Sample of proposed material (i.e. pavers, tiles, etc.)
☐ Three (3) complete sets of plans 11” x 17” (minimum 1/8” = 1’ scale) and cross sections showing construction details or specification appropriate to the type of driveway/pavers/tiles/walkways. Asphalt driveway plans can be 1” = 20’ scale with details in 3/4” = 1’ scale. (a survey cannot serve as the site plan).
☐ Survey
☐ Indicate the disposition of existing trees
☐ Show proposed color, material and pattern. Provide manufacturer’s specifications, as applicable.
☐ Indicate compliance with visibility triangle on the site plan.
☐ Provide cross section(s) showing the driveways/paver/tile/walkway construction details or specifications as appropriate to the type of proposed driveways/pavers/tiles/walkways.
☐ Show coordination of driveway, driveway approach, and existing trees on right-of-way.
☐ Properties on more than one (1) lot are required to submit a Unity of Title.
☐ 4” x 6” colored photographs (NO black & white photos), mounted/printed on 11” x 17” sheets.

Exterior (CBS) Wall/Fence
☐ Three (3) complete sets of plans, including site plans, elevation drawings (1/4” = 1’ scale), details. Include linear footage and height of wall. (a survey cannot serve as the site plan).
☐ Three (3) copies of the installation drawings and details for the wall
☐ Properties on more than one (1) lot are required to submit a Unity of Title.
☐ 4” x 6” colored photographs (NO black & white photos), mounted/printed on 11” x 17” sheets.
☐ Survey

Fence (Aluminum/Concrete Block/Non-Chain Link)
☐ Three (3) complete sets of plans 11” x 17” including site plans, elevation drawings (1/8” = 1’ scale), details (3/8” = 1’ scale) and location of the fences, gates, pillars, etc. Elevation drawings should also include building elevations in the background indicating all finishes. (a survey cannot serve as the site plan).
☐ Application must provide site elevations including the established grade and actual grade.
☐ Properties on more than one (1) lot are required to submit a Unity of Title.
☐ 4” x 6” colored photographs (NO black & white photos), mounted/printed on 11” x 17” sheets.
☐ Survey
Landscaping
☐ Three (3) sets of 11” x 17” landscaping plans and elevations, including plant list detailing the types of plants and/or trees, their size at planting, amount of plants and/or trees, and/or square footage of planting areas. Indicate the disposition of existing trees
☐ 4” x 6” colored photographs (NO black & white photos), mounted/printed on 11” x 17” sheets.
☐ Survey (see submittal requirements on pages 4 and 5)

Railings/Ironwork
☐ Three (3) sets of 11” x 17” site plans and elevation drawings (1/4” = 1’ scale), installation drawings and details for railings (linear footage, height, color and type of railing). (a survey cannot serve as the site plan).
☐ 4” x 6” colored photographs (NO black & white photos), mounted/printed on 11” x 17” sheets.
☐ Survey (see submittal requirements on pages 4 and 5)

Roofs (New or Re-roof)
☐ Photographs must show existing roof tile; proposed area of work, and the entire front of the structure. 4” x 6” colored photographs (NO black & white photos), mounted/printed on 11” x 17” sheets.
☐ Sample of roof tile or material to be installed.
☐ Nine (9) copies of the Roof Plan indicating slopes

Signs (all signs require council approval) and are required to comply with Chapter 15 of the Village Zoning Code.
☐ Three (3) complete sets of plans including the following: complete building elevation drawings with signs (1/2” = 1’ scale); site plan showing location of signs; detail drawings including anchor patterns, all parts and fasteners, color, dimensions, and style of letters. Include mounting details and electrical drawings, if applicable. Provide drawings and calculations for signs on buildings over three stories in height, for freestanding signs, blade signs, etc. by an engineer. Include all existing signage. (A survey cannot serve as the site plan).
☐ Completed signed and notarized Building Permit Application.
☐ Eight (8) set of 4” x 6” colored photographs (NO black & white photos). Submitted photos must show the entire building and the location of the proposed signage, mounted/printed on 11” x 17” sheets.
☐ Eight (8) copies of photos with the sign superimposed
☐ Survey; if the sign is not painted directly on the building
EXHIBIT A-OWNER

BAL HARBOUR VILLAGE
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
FOR ISSUANCE OF A BUILDING PERMIT
(OWNER)

This Indemnification and Hold Harmless Agreement ("Agreement") is entered into on this ___ day of ____________, 2019 ("Effective Date") by ___________ ("Owner") for the benefit of the Bal Harbour Village, a municipal corporation of the State of Florida ("Village") as follows:

WHEREAS, Owner owns the real property located at ________________, (Property Address), as further described in Exhibit A ("Property"); and

WHEREAS, Owner is submitting application and related plans to the Village for the issuance of building permit(s) for interior building renovations and an addition to the residential structure (the "Permit(s)"") located on the Property; and

WHEREAS, Village has agreed to issue Permit(s), subject to certain conditions, including, without limitation, Owner’s agreement to indemnify and hold Village harmless in the event of: (1) any claim or action brought against Village claiming that the Permit(s) were not properly issued, modified, cancelled or revoked; (2) any claim or action brought against the Village resulting from corrective work performed and/or required under the Permit(s); and (3) any claim or action brought against Village resulting from the interior building renovations and addition to the residential structure located on the Property. As such, the Owner has agreed and consents to provide such an agreement, as follows.

NOW THEREFORE, in consideration of the promises contained herein, and the Village’s issuance of the Permit(s), be it agreed by and between the Parties as follows:

Section 1. The foregoing recitals are true and correct and are incorporated into and form part of this Agreement.

Section 2. Owner, its successors and assigns, hereby agrees to indemnify and hold harmless Village, its agents and authorized personnel from any responsibility or liability for any and all claims, demands, lawsuits and actions of any type whatsoever, including, without limitation, any attorney’s fees, costs and/or damages incurred by Village resulting from issuance of the Permit(s), modification of the Permit(s), cancellation of the Permit(s) or revocation of the Permit(s). Owner furthermore assumes responsibility for the correction, if required, of work performed under the Permit(s).

Section 3. Owner agrees that upon issuance of Permit(s) by the Village, Owner shall proceed at the Owner’s own risk and Owner may be subject to raising the entire residential structure and/or new building addition to the Base Flood Elevation (BFE) plus 1.0 feet (9.0 ft. ngvd), if the improvements authorized pursuant to the Permit(s) exceed the 50% FEMA Substantial Improvement threshold, established pursuant to the National Flood Insurance Act of 1968.

Section 4. All notices, demands, correspondence and communication made by Village to Owner in connection with this Agreement must be in writing and shall be deemed to have been delivered on the date post-marked by mailing the same by certified mail, or on the date sent by overnight or the express courier, addressed to Owner at the following addresses:
Section 5.

1. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written.

2. The invalidity of any of the provisions hereof shall in no way affect or invalidate the remainder of this Agreement.

3. This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceeding arising between the parties in any manner pertaining to this Agreement shall, to the extent permitted by law, be held in Miami Dade County, Florida.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

WITNESSES: [Owner]

________________________________________
Signature [insert name], Authorized Signatory

________________________________________
Print Name

________________________________________
Signature

________________________________________
Print Name

STATE OF )
COUNTY OF ) SS:

The foregoing instrument was acknowledged before me this __ day of ____________, 2019 by ____________, [Owner]. He/she is personally known to me or has produced ________________________________ as identification.

________________________________________
Notary Public

Typed, printed or stamped name of Notary Public

Commission Expires:

LEGAL DESCRIPTION OF PROPERTY

[Insert]
This Indemnification and Hold Harmless Agreement ("Agreement") is entered into on this ___ day of ______________, 2019 ("Effective Date") by ____________ ("Contractor") for the benefit of the Bal Harbour Village, a municipal corporation of the State of Florida ("Village") as follows:

WHEREAS, ____________, ("Owner") owns the real property located at ____________, (Property Address), as further described in Exhibit A ("Property"); and

WHEREAS, Contractor has been hired by Owner to complete interior building renovations and an addition to the residential structure located on the Property; and

WHEREAS, Owner is submitting application and related plans to the Village for the issuance of building permit(s) for said interior building renovations and an addition to the residential structure (the "Permit(s)") located on the Property; and

WHEREAS, Village has agreed to issue Permit(s), subject to certain conditions, including, without limitation, Contractor’s agreement to indemnify and hold Village harmless in the event of: (1) any claim or action brought against Village claiming that the Permit(s) were not properly issued, modified, cancelled or revoked; (2) any claim or action brought against the Village resulting from corrective work performed and/or required under the Permit(s); and (3) any claim or action brought against Village resulting from the interior building renovations and addition to the residential structure located on the Property. As such, Contractor has agreed and consents to provide such an agreement, as follows.

NOW THEREFORE, in consideration of the promises contained herein, and the Village’s issuance of the Permit(s), be it agreed by and between the Parties as follows:

Section 1. The foregoing recitals are true and correct and are incorporated into and form part of this Agreement.

Section 2. Contractor, its successors and assigns, hereby agrees to indemnify and hold harmless Village, its agents and authorized personnel from any responsibility or liability for any and all claims, demands, lawsuits and actions of any type whatsoever, including, without limitation, any attorney’s fees, costs and/or damages incurred by Village resulting from issuance of the Permit(s), modification of the Permit(s), cancellation of the Permit(s) or revocation of the Permit(s). Contractor furthermore assumes responsibility for the correction, if required, of work performed under the Permit(s).

Section 3. Contractor agrees that upon issuance of Permit(s) by the Village, Contractor shall proceed at the Contractor’s own risk and Contractor may be subject to raising the entire residential structure and/or new building addition to the Base Flood Elevation (BFE) plus 1.0 feet (9.0 ft. ngvd), if the improvements authorized pursuant to the Permit(s) exceed the 50% FEMA
Substantial Improvement threshold, established pursuant to the National Flood Insurance Act of 1968.

**Section 4.** All notices, demands, correspondence and communication made by Village to Contractor in connection with this Agreement must be in writing and shall be deemed to have been delivered on the date post-marked by mailing the same by certified mail, or on the date sent by overnight or the express courier, addressed to Contractor at the following addresses:

[Contractor]
[insert address]

**Section 5.**

1. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written.

2. The invalidity of any of the provisions hereof shall in no way affect or invalidate the remainder of this Agreement.

3. This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceeding arising between the parties in any manner pertaining to this Agreement shall, to the extent permitted by law, be held in Miami Dade County, Florida.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

WITNESSES: [Contractor]

__________________________________________
Signature [insert name], Authorized Signatory

______________________________
Print Name

__________________________________________
Signature

______________________________
Print Name

STATE OF )
) SS:
COUNTY OF )

The foregoing instrument was acknowledged before me this ___ day of ________________, 2019 by _________________, [Contractor]. He/she is personally known to me or has produced ______________________________ as identification.

__________________________________________
Notary Public

______________________________
Typed, printed or stamped name of Notary Public

Commission Expires:

LEGAL DESCRIPTION OF PROPERTY

[Insert]
HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT ("Hold Harmless Agreement") dated ________________, 20__, is made by _____________________________________________ (collectively, "Owner") in favor of BAL HARBOUR VILLAGE, a Florida municipal corporation ("Village").

RECITALS:

A. Owner is the owner of the following described real property located at ________________, in Bal Harbour Village, Miami-Dade County, Florida (the "Property"):

   Lot ___, Block ___, RESIDENTIAL SECTION OF BAL HARBOUR,
   according to the Plat thereof recorded in Plat Book 44, at Page 98
   of the Public Records of Miami-Dade County, Florida (Folio # ___
   ________________).

B. Simultaneously herewith the Village has granted the Owner Permit Number # _______ _______ (the "Permit") for the following work ____________________________ (the "Permitted Work"). The Permitted Work will be located within the current five foot easement located in the rear and, if a corner lot, on the side of the Property ("Rear Utility Easement").

C. In connection with and as consideration for granting of the Permit, the Owner and Owner’s successors or assigns hereby agree to hold the Village harmless against any and all claims, demands, damages or suits by any utility providers or other third party that may arise due to the Owner’s use of the Rear Utility Easement area.

AGREEMENT:

NOW, THEREFORE, in consideration for granting of the Permit, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Owner, on behalf of itself and on behalf of any of its successors or assigns, hereby agrees as follows:

1. Owner acknowledges that the Village does not have the authority to alter or terminate the easement rights of any utility providers or other third party which has the right to use the Rear Easement Area; therefore, such entities may object to the use of the Rear Utility Easement by the Owner in the manner set forth in the Permit and may require Owner to permanently or temporarily remove any or all of the Permitted Work.

2. Owner agrees to indemnify, defend and hold harmless and forever release and discharge the Village and its employees, officers, agents and authorized personnel from any and all claims, actions, damages or liability, including the costs of any suit, attorneys’ fees at trial and on appeal, and any other expenses in connection therewith that may arise out of, or in connection with, any utility providers or other third party
using and accessing the Rear Utility Easement and requiring the removal of any Permitted Work in the Rear Easement Area as provided forth herein.

3. Owner acknowledges that this Hold Harmless Agreement is a complete estoppel on Owner and Owner’s successors and assigns as to any rights, real, apparent or otherwise, that they, individually or jointly, may have to challenge the efficacy of any conditions of this Hold Harmless Agreement.

4. Owner expressly agrees that this Hold Harmless Agreement is intended to be as broad and as inclusive as permitted by the laws of the State of Florida, and that if any portion of this Hold Harmless Agreement is held to be invalid, the balance of the Hold Harmless Agreement shall continue in full force and effect.

5. In consideration for this Hold Harmless Agreement, the Village has issued the Permit for the Permitted Work.

6. Prior to installing any other component in the Rear Utility Easement, Owner shall obtain any and all required permits and approvals from the Village and any other necessary party to install such component in the Rear Utility Easement. In connection with any other issued permit, the Village may require a new hold harmless agreement.

7. Owner agrees that this Hold Harmless Agreement may be recorded by the Village in the Public Records of Miami-Dade County at Owner’s cost and expense and will be binding on Owner’s successors and assigns.

8. OWNER HEREBY ACKNOWLEDGES AND AGREES THAT IT HAS CAREFULLY READ THIS HOLD HARMLESS AGREEMENT, UNDERSTAND THE CONTENTS HEREOF, AND HAS SIGNED THIS DOCUMENT AS ITS OWN FREE ACT.

Signed and delivered by the Owner on the date set forth above.

Name: _____________________________

Name: _____________________________

STATE OF FLORIDA )
COUNTY OF _____________________________ ) ss:

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization on ___________20__ by ____________________________, who (check one) [ ] are personally known to me or [ ] have produced Florida drivers’ license as identification.

SEAL

Notary Public, State of Florida
Print name: _____________________________
My commission expires: _____________________________
EXHIBIT C

This instrument prepared by:
Maria V Curra, Esq.
Weiss Serota Helfman Cole & Bierman P.L
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, Florida 33134
Telephone: 305.854.0800

Folio Number ________________________

GRANT OF UNDERGROUND EASEMENT
ON RESIDENTIAL PARCELS

THIS GRANT OF UNDERGROUND EASEMENT dated __________________, 20___
is made by ____________________ (“Grantor”), whose mailing address is ____________
______________________________, and BAL HARBOUR VILLAGE, a Florida municipal
corporation (“Village”), whose mailing address is 655-96th Street Bal Harbour, Florida 33154.

RECITALS

Grantor is the sole owner and holder of the underlying fee title to certain real property
located at ____________________________ in Bal Harbour Village, Miami-Dade County, Florida, and more particularly described in Exhibit A attached to and made a part of
this Grant of Underground Easement (the “Property”).

The Property includes a private street as shown in the RESIDENTIAL SECTION OF BAL
HARBOUR, according to the Plat thereof recorded in Plat Book 44, Page 98, of the Public
Records of Miami-Dade County.

Under Florida law, Grantor is the owner and holder of the underlying fee title to the
portions of the street abutting the Property, up to the centerline of the street.

Grantor has agreed to grant to Village a perpetual underground easement on, over,
across and under the street portion of the Property, as more particularly described in attached
Exhibit B (the “Underground Easement Parcel”) for the construction, installation, maintenance,
repair, removal and replacement of all utility facilities and related accessory uses
(“Underground Facilities”) owned, operated, or maintained by Village now or at any time in the
future.

AGREEMENT

1. Grant of Underground Easement. Subject to the restrictions and limitations set forth
herein and for Ten Dollars and other good and valuable consideration, the receipt of
which is acknowledged by Grantor, Grantor hereby grants to Village a perpetual non-
exclusive easement (“Easement”) upon, over, across, and under the Underground Easement Parcel solely for the underground construction, installation, inspection, operation, maintenance, repair, replacement, and removal of Underground Facilities. Grantor acknowledges that the Easement will be utilized by Village and its employees, agents, contractors, successors and assigns.

2. Ingress and Egress. The Easement hereby granted includes a right of ingress and
egress, and grants to Village and its employees, agents, contractors, successors and
assigns, full right and authority to enter upon and excavate the Underground Easement Parcel for the purposes set forth in this instrument.

3. **Temporary License.** Grantor also grants Village a license to temporarily locate equipment on portions of the Property adjacent to the Easement Area to the extent reasonably necessary for Village to carry out the construction, installation, inspection, operation, maintenance, repair, replacement, and removal of Underground Facilities. Village shall only use the temporary license hereby granted in a manner that does not adversely impact Grantor’s access to or use and enjoyment of its property.

4. **Village’s Use of Easement.** Village shall have the right to do all things necessary, useful or convenient for the maintenance of the Easement and for the construction, installation, inspection, operation, maintenance, repair, replacement, and removal of Underground Facilities in the Easement so long as those activities do not unreasonably interfere with Grantor’s access to or use of its property.

5. **Quiet Enjoyment of Easement.** Grantor represents that it is lawfully seized and possessed of the Underground Easement Parcel, and that Grantor has the right to enter into and convey the Easement. Grantor covenants that Village shall have quiet and peaceful possession, use and enjoyment of the Easement.

6. **Restoration of Underground Easement Parcel.** Upon completion of any work by Village in the Underground Easement Parcel, Village shall restore the Underground Easement Parcel and any affected portions of the Property to the condition existing prior to the utility work, at no cost or expense to Grantor, unless such restoration is required due to the acts or omissions of Grantor. In exercising its rights hereunder, Village will use reasonable efforts to minimize any impacts to Grantor’s ongoing activities on the Property. At no time will the Village’s activities on the Underground Easement Parcel interfere with ingress or egress to and from the Property by residents, guests, employees and invitees.

7. **Indemnification.** To the extent permitted by law, Village agrees to indemnify and hold Grantor harmless from and against any and all damages, liabilities, fees and costs arising out of the exercise of Village’s rights under this Grant of Underground Easement.

8. **Services in the Underground Easement Parcel.** The Underground Easement hereby granted is intended to include all mechanical, electronic, energy, water and sewer services which may now or in the future be considered utilities.

9. **Covenant Running with the Land.** This Grant of Underground Easement is a covenant running with the land and is binding upon and inures to the benefit of Grantor and Village and their respective successors and assigns.

10. **Rights Reserved.** The easement rights and temporary license granted herein are non-exclusive in nature and are subject to all matters of record. Grantor shall have the right to use the Property, or any portion thereof, or any property of Grantor adjoining the Property for any purpose not inconsistent with the full use and enjoyment of the rights granted herein in favor of Village.
11. **Amendment or Termination.** This Grant of Underground Easement may be amended, modified or terminated only by a written instrument signed by both parties or their respective successors and assigns, which instrument will only become effective when recorded in the Public Records of Miami-Dade County, Florida.

12. **Governing Laws.** The laws of the State of Florida will govern the interpretation, validity, performance and enforcement of this Grant of Underground Easement. Venue for any action brought under this Grant of Underground Easement will be in Miami-Dade County, Florida.

13. **Above Ground Structures.** No building, structures, barriers, or other above ground improvements may be built by the Village across the Underground Easement Parcel; provided however, nothing in this Grant of Underground Easement shall be construed as prohibiting the installation of meters, manhole covers, and other ancillary structures needed for the operation, access, or maintenance of any of the Underground Facilities all of which are specifically allowed to be installed and located on the surface area above the Underground Easement Parcel.

14. **Use of the Above Ground Area.** Grantor may continue to use the surface area above the Underground Easement Parcel which is not presently being used as a street for driveway and landscaping (e.g., planters) as exists on the date of this Grant of Underground Easement so long as such uses do not interfere with the Village’s access and use of the Underground Easement Parcel.

15. **Insurance of Underground Facilities.** Village shall at all times insure all Underground Facilities in the same manner as it presently does for any other underground facilities installed by the Village. The Village shall maintain the Underground Easement Parcel in good condition; provided however the Village shall not be responsible to maintain or repair any driveways, landscape areas, or such other items Grantor has installed, constructed or placed on the surface of the Underground Easement Parcel.

16. **Mineral Rights.** This Grant of Underground Easement does not hereby convey unto the Village the right to any mineral rights located on, in or under the Underground Easement Parcel unless such rights are already held by the Village in which case the Village retains such rights.

17. **Public Rights to the Underground Easement Parcel.** Although the Underground Facilities will provide service to more individuals than just the Grantor, nothing contained in this Grant of Underground Easement is intended to evidence of be, or shall ever be construed or interpreted as, a dedication of any right or interest in or to the public, nor give any member of the public any rights of interest whatsoever under this Grant of Underground Easement.

18. **Matters of Record.** This Grant of Underground Easement is subject to all matters of record affecting the Underground Easement Parcel as of the date hereof none of which
are sought to be reimposed. In no event shall the Underground Easement Parcel or any part thereof be used by the Village for any purpose in violations of applicable ordinances, laws, or regulations.

19. **Assignment by Village.** Grantor hereby confirms that the Village may partially assign its rights hereunder to third party providers of utilities (the “Private Providers”). The Private Providers shall have the right to use the Underground Easement Parcel for the construction, installation, maintenance, repair, removal and replacement of utility facilities and related accessory uses (“Private Provider Facilities”) in the same manner as the Village. The Private Providers use of the Underground Easement Parcel is subject to their compliance with all of the Village’s obligations under this Grant of Underground Easement including, but not limited to, restoration of the Underground Easement Parcel set forth in paragraph 6. The Village hereby agrees that it will notify the Owner of any assignment of the Village’s rights and obligations to a Private Provider. Any Private Provider that has been assigned rights hereunder shall, to the extent permitted by law, indemnify and hold Grantor and the Village harmless from and against any and all damages, liabilities, fees and costs arising out of the exercise of Private Provider’s rights under this Grant of Underground Easement.

[SIGNATURE BLOCKS ON FOLLOWING PAGES]
This Grant of Underground Easement has been executed by the Grantor on the date set forth on the first page of this Agreement.

WITNESSES:  

Signature: ____________________________  
Print name: ____________________________  

Signature: ____________________________  
Print name: ____________________________  

GRANTOR:  

Signature: ____________________________  
Print name: ____________________________  

Signature: ____________________________  
Print name: ____________________________  

STATE OF FLORIDA )  
COUNTY OF _________________________) ss:  

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization on ___________ 20___ by ________________________________ , who (check one) [ ] are personally known to me or [ ] have produced Florida drivers’ license as identification.

Notary Public, State of Florida  
Print name: ____________________________  
My commission expires: ____________________________  

_________________________
EXHIBIT 1 of C

LEGAL DESCRIPTION OF PROPERTY

Lot ___, Block ___, RESIDENTIAL SECTION OF BAL HARBOUR, according to the Plat thereof recorded in Plat Book 44, Page 98, of the Public Records of Miami-Dade County.

EXHIBIT 2 of C

LEGAL DESCRIPTION AND SURVEY OF UNDERGROUND EASEMENT PARCEL
INSTRUCTIONS FOR ENSURING THE ACCESSIBILITY OF POWERPOINT

(1) Turn on the Check Accessibility function under the Review Tab in PowerPoint.
(2) Select Check Accessibility.
(3) Review the inspection results, and address any issues. Please provide alternate text for any images; this will include a brief description of the image, as well as the Village’s disclaimer language (below):

*Note: Reasonable accommodations and/or modifications will be made upon request for anyone requiring assistive technology. If you require assistance, please contact us at webaccessibility@balharbourfl.gov.*
REQUEST FOR ADMINISTRATIVE REVIEW OF REVISIONS TO APPROVED ARB SUBMITTAL

E-1: BUILDING OR STRUCTURE REVISION TO ARB

To qualify for an administrative review the proposed revision to the external architectural features must not be a material deviation from the approved ARB plans, specifications, drawings, materials and conditions of approval. The External Architectural features as defined in Section 5.5-2(b)(11) is defined as follows:

The architectural style and general arrangement of such portion of a building or structure as is designated to be open to view from a public street, place or way, including the kind, color, and texture of the building material of such portion and type of window, doors and lights attached or ground signs, and other fixtures appurtenant to such portion.

The Building Official determines whether the deviation is material. See 5.5-2(d)(2)

Submittal Requirements for Administrative Review for Revisions to Approved Building or Structure:

Architect to submit a signed and sealed narrative explaining the architectural revisions and reason for the revision.

Architect to submit the previously approved ARB project and the proposed revised plans with the revisions bubbled in.

Architect to explain in the narrative how or why the revision is not a material deviation to the architectural design elements as shown in the approved plans.

If the proposed revision involves architectural elements that can be seen from the public ROW they must be minor in nature and not consist of a material deviation from the plans approved by the ARB.

Architect to request meeting with Building Official to present revision and obtain administrative approval.

Approved: _________________  Denied: _________________  see attached Deficiency

Building Official Approval Signature: ___________________  Date of Approval: _______
E-2: LANDSCAPE REVISION TO ARB

Request for Administrative Review of Revisions to Approved ARB Submittal Landscape Plans

To qualify for an administrative review the proposed revision to the external architectural features must not be a material deviation from the approved ARB plans, specifications, drawings, materials and conditions of approval. The External Architectural features as defined in Section 5.5-2(b)(11) is defined as follows:

The architectural style and general arrangement of such portion of a building or structure as is designated to be open to view from a public street, place or way, including the kind, color, and texture of the building material of such portion and type of window, doors and lights attached or ground signs, and other fixtures appurtenant to such portion.

The Building Official determines whether the deviation is material. See 5.5-2(d)(2)

Landscape Architect to submit a signed and sealed narrative explaining the landscape revisions and reasons for the revision. Landscape Architect shall provide certified letter demonstrating compliance with Miami-Dade County Chapter 18A.

Landscape Architect to submit the previously approved ARB landscape plan and proposed revised plans with the revisions bubbled in.

Landscape Architect to explain in the narrative why the revision to the external landscape architectural features is not a material deviation from the approved ARB plans, specifications, drawings, materials and conditions of approval.

Landscape Architect to request meeting with Building Official and Parks & Public Spaces Director to present revision and obtain administrative approval.

Approved: ___________________ Denied: ___________________ see attached Deficiency

Building Official Approval Signature: ___________________ Date of Approval: __________
E-3: MINOR ARB APPLICATION

To qualify for an administrative review the proposed minor scope of work as listed on pages 7 thru 9 of the Minor Application Requirements to the external architectural features must not be a material deviation from the existing design of the building or structure.

The External Architectural features as defined in Section 5.5-2(b)(11) is defined as follows:

The architectural style and general arrangement of such portion of a building or structure as is designated to be open to view from a public street, place or way, including the kind, color, and texture of the building material of such portion and type of window, doors and lights attached or ground signs, and other fixtures appurtenant to such portion.

The Building Official determines whether the deviation is material. See 5.5-2(d)(2)

___Submittal Requirements for Administrative Review for Revisions to Approved Building or Structure:

Owner to Architect to submit narrative explaining the architectural revisions and reason for the revision.

If the proposed minor work involves architectural elements that can be seen from the public ROW they must be minor in nature and not consist of a material deviation from the design of the existing building or structure.

Architect to request meeting with Building Official to present revision and obtain administrative approval.

Approved: _________________  Denied: _________________  see attached Deficiency

Building Official Approval Signature: _________________  Date of Approval: ________