

BAL HARBOUR

- V I L L A G E -

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)

Property 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): _____

Applicant / Owner / Architect / Engineer/ Affirmation and Consent

(I) (We) 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

Owner Printed Name:		Owner Signature:	
Address:			
Telephone:		Fax:	Email:
ARCHITECT'S/ENGINEER'S SEAL	Architect(s)/Engineer(s) Print Name:		Architect(s)/Engineer(s) Signature:
	Address:		
	Telephone:		Fax:
	Email:		
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			

Major Applications, New Structure, Additions, Remodel

NOTE: The Architectural Review Board Application submittal deadline is **12:00 noon, approximately 6 weeks prior to the meeting.**

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.

Three (3) sets of 24"x36" of signed and sealed plans for review by building and zoning, a written statement explaining the architectural style of the proposed building or alteration, an Elevation Certificate for proposed construction, a signed and sealed survey should be included in this packet.

Please send two (2) sets of 24"x36" plans to: Graciela Escalante, Building Official 655 96th St. Bal Harbour, FL 33154 and one (1) sets of 24"x36" plans to: Michael Miller Planning Assoc. 7522 Wiles Rd, Suite # 203, Coral Springs, FL 33067.

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 (Building Official and Zoning Consultant/Michael Miller:

Nine (9) copies of planning and zoning approved plans 11" x 17" of the following; signed and sealed: Architectural drawings which include at a minimum, site plan (with existing & new trees identified), floor plan and elevation drawings. 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 months old**, accurately reflecting the existing conditions of the property, including: all improvements, site elevations including lowest slab in NGVD and Base Flood Elevation, 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.

Nine (9) copies 11"x17" Landscaping plans s&s by a **Florida Licensed Landscape Architect** and color elevations;

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 disc or USB containing all the application information, **ARB Application, Architect and Landscape**

Architect Narrative, including all drawings in a power point format.

If you are governed under Homeowners or Condominium Association Covenants, you must receive those approvals prior to submittal.

Residential Utility Easements and Hold Harmless for Landscaping, and Decks in Utility Easements:

- A duly Executed Residential Grant of Underground Easement with a legal description attached as Exhibit B, Signed and Sealed by a Florida Licensed Surveyor. (see Attached Form of Easement).
- A duly Executed Hold Harmless Agreement for Landscaping and Hardscape in Utility Easements. (see Attached Form of Easement).

Indemnification and Hold Harmless Agreement for Issuance of Building Permit (Substantial Improvement):

- A duly Executed Indemnification and Hold Harmless Agreement (Owner)
- A duly Executed Indemnification and Hold Harmless Agreement (Contractor)

Minor Applications Requirement Checklist

Antennas

- Nine (9) 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).
- Nine (9) 11" x 17" copies of installation details
- Survey
- Nine (9) sets 4" x 6" colored photographs (NO black & white photos), mounted or printed on 11" x 17" sheets.

Awnings/Canopies - New/Re-cover

- Nine (9) 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
- Nine (9) 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).
- Nine (9) 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)

- Nine (9) 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

- Nine (9) 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 (see submittal requirements on pages 4 and 5)
- 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

- Nine (9) 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

- Nine (9) 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.)
- Nine (9) 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

- Nine (9) 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).
- Nine (9) 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)

- Nine (9) 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

- Nine (9) 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)

Painting (Commercial or Residential)

- Completed signed and notarized Building Permit Application
- Applications must include the manufacturer's reference code (e.g. Benjamin Moore, Sherwin Williams, etc.), color description and color number.
- Photographs of entire building and applicable details; 4" x 6" colored photographs (NO black & white photos), mounted/ printed on 11" x 17" sheets.
- Full elevation drawings indicating specific color selections (may be required)
- Sample paint color card of selected colors may be required. For larger projects, an actual sample application on the building may be required (survey not required).

Railings/Ironwork

- Nine (9) 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)

- Two (2) 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

This instrument prepared by:

Maria V. Currais, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Blvd, Suite 700
Coral Gables, Florida 33134
(305) 854-0800

Folio Number _____

HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT ("**Hold Harmless Agreement**") dated _____, 2019, is made by _____ (collectively, "**Owner**") in favor of BAL HARBOUR VILLAGE, a Florida municipal corporation ("**Village**").

RECITALS:

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 # _____).

Owner has simultaneously herewith granted the Village a Underground Easement on the portion of _____ Drive abutting the Property to the centerline ("**Underground Easement Parcel**").

In connection with the granting of the Underground Easement Parcel, the Village is willing to allow the use of the current five foot easements located in the rear and, if a corner lot, on the side of the Property ("**Rear Utility Easement**") if it receives legally enforceable assurances that the Owner and Owner's successors or assigns will hold the Village harmless against any and all claims, demands, damages or suits that may arise from the use of the Rear Utility Easement by any utility providers or other third party.

AGREEMENT:

NOW, THEREFORE, in consideration for the Village using the Underground Easement Parcel, 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 herein and may require Owner to permanently or temporarily remove any items installed in the Rear Utility Easement Area to allow access to the Rear Easement Area.
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 components installed by the Owner in the Rear Easement Area as provided forth herein.
3. Owner acknowledges that this Hold Harmless Agreement is a complete estoppel on him and his 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 agrees that the Village will not object to the Owner using the Rear Utility Easement for purposes of installing landscaping, hedges, and fences; provided however, Owner shall not install any large trees or other landscaping with deep roots, wall fences or other structural components or install any item that will damage any of the utilities presently in place in the Rear Utility Easement.
6. Nothing herein shall be read to imply that the Owner does not need to meet any and all governmental requirements for the installment of any structural or non-structural component in the Rear Easement Area or that the Village has waived its right to reject any applications submitted by the Owner on such other grounds as determined by the Village in its sole and absolute discretion.
7. Prior to installing any 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.

8. 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.
9. 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: _____

The foregoing instrument was acknowledged before me on _____ 2019
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:

SEAL

This instrument prepared by:

Maria V Currais, 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

THIS GRANT OF UNDERGROUND EASEMENT dated _____, 2017, 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 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 _____ Drive abutting the Property, up to the centerline of the street, as more particularly described in attached **Exhibit B** (the “**Underground Easement Parcel**”).

Grantor has agreed to grant to Village a perpetual underground easement on, over, across and under 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 Easement.** 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 for the 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 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 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 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 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 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 Easement. Venue for any action brought under this Grant of Easement will be in Miami-Dade County, Florida.

[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:

GRANTOR:

Signature: _____
Print name: _____

Name: _____

Signature: _____
Print name: _____

Name: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me on _____ by _____ and _____ who _____ are personally known to me or _____ have produced _____ as identification.

[SEAL]

Notary Public, State of Florida
Print Name: _____
Commission Expires: _____

EXHIBIT A

Lot ____, Section ____, 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 B

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 1.4 feet (9.4 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:

[Owner]

(Property Address) _____

Bal Harbour, Florida 33154

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]

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[Insert]

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

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 1.4 feet (9.4 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]

WITNESSES: [Contractor]

Signature [insert name], Authorized Signatory

Print Name

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.

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:

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[Insert]