

***FLAGLER COUNTY, FLORIDA***  
***CERTIFICATIONS FOR PLATS***  
***AND***  
***STANDARD FORMS MANUALS***

THIS MANUAL IS:

1. Issued by the Flagler County Board of County Commissioners.
2. Has been issued to: \_\_\_\_\_  
(Address): \_\_\_\_\_  
and is identified by Issuance No. \_\_\_\_\_.
3. Amendments to this Manual will be forwarded to the holder of the manual at the address shown above.

This manual is intended to be updated as required by changes to the Land Development Code or an applicable Ordinance are changed or created.

ISSUANCE  
ORIGINAL OCTOBER 2003  
REVISION OCTOBER 2004

**FLAGLER COUNTY, FLORIDA**  
*Manual of*  
**Certifications For Plat And**  
**Standard Forms**

**INDEX**

**PART I – REQUIRED PLAT STATEMENT (TO APPEAR ON FACE OF THE PLAT OR  
AUXILARY SHEET)**

<b><u>FORM NO.</u></b>	<b><u>SUBJECT</u></b>
C-1	Dedication and Reservation Formats
C-2	Dedication and Reservation - Special Formats
C-3	Dedication and Reservation - Tracts & Easements
C-4	Dedication and Reservation – Guidelines
C-5	Acceptance of Reservations
C-6	Mortgagees' Consent
C-7	Title Certification
C-8	Surveyor's Certification
C-9	County Approvals
C-10	Acknowledgements
C-11	Reviewing Surveyor's Certification
C-12	Surveyor's Notes
C-13	Commission, County Attorney and Clerk Approvals

**PART II - PERMIT CONDITIONS, GUARANTEES AND REVISIONS TO EXISTING  
PERMITS FOR LAND DEVELOPMENT**

P-1	Acknowledgement of Responsibility for Construction of Required Improvements
P-2	Assignment and Assumption Agreement for Transfer of Land Development Permit
P-3	Assumption Agreement for Transfer of Land Development Permit
P-4	Cash Bond
P-5	Performance Bond
P-6	Escrow Agreement
P-7	Agreement on Required Improvements

**PART III - REQUIRED IMPROVEMENTS**

E-1	Engineer's Certification of Completion
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**PART IV - LAND DEVELOPMENT PERMIT**

NOTE: DO NOT USE PHOTOCOPIES OF THESE FORMS WITHOUT REMOVING THE INSTRUCTIONS, THE FORM NUMBER AND THE NON APPROPRIATE PORTIONS OF THE FORM.

Revision No. 2, Oct. 2004

**FORM C-1**

**DEDICATION AND RESERVATION FORMATS**

(CORPORATE)

**KNOW ALL MEN BY THESE PRESENTS** that ( Corporate Name ), a [Florida corporation] [(State) corporation, licensed to do business in Florida], owner of the land shown hereon, being in Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_, Flagler County, Florida, shown hereon as ( \_\_\_\_\_ Plat Name \_\_\_\_\_ ), being more particularly described as follows:

**-OR**

(INDIVIDUAL)

**KNOW ALL MEN BY THESE PRESENTS** that ( Name[s] ), owner[s] of the land shown hereon, being in Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_, Flagler County, Florida, shown hereon as ( \_\_\_\_\_ Plat name \_\_\_\_\_ ), being more particularly described as follows:

[Legal Description]

have caused the same to be surveyed and platted as shown hereon and do hereby dedicate as follows:

[Dedications/Reservations as applicable]

(Form C-1)  
Page 1 of 2

(CORPORATE)

**IN WITNESS WHEREOF**, the above-named corporation has caused these presents to be signed by its [President] [Vice-President] [and attested by its (other Corporate Officer),] and its corporate seal to be affixed hereto by and with the authority of its Board of Directors, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(corporate name), a [Florida corporation]  
[(State) corporation, licensed to do  
business in Florida]

WITNESS: \_\_\_\_\_  
\_\_\_\_\_

BY: (signature of Pres. or V. Pres.)  
(printed name) - (title)

(CORPORATE SEAL)

**-OR -**

ATTEST: \_\_\_\_\_  
(printed name) - (title)

**-OR-**

(INDIVIDUAL)

**IN WITNESS WHEREOF**, [I] [We] (name[s]) do hereunto set [my]  
[our] hand[s] and seal[s] this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

WITNESS: \_\_\_\_\_ (1)  
\_\_\_\_\_ (1)

BY: (1) \_\_\_\_\_  
(signature)  
(printed name)

WITNESS: \_\_\_\_\_ (2)  
\_\_\_\_\_ (2)

BY: (1) \_\_\_\_\_  
(signature)  
(printed name)

[ACKNOWLEDGEMENTS]

(Form C-1)  
Page 2 of 2

FORM C-2

**DEDICATION AND RESERVATION**

**SPECIAL SIGNATURE BLOCK FORMATS**

(PARTNERSHIP)

**IN WITNESS WHEREOF**, the above-named [general] [limited] partnership has caused these presents to be signed by its general partner, [(individual partner's name)] [(corporate partner's name)], a (State) corporation, licensed to do business in Florida], this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(partnership name)  
a (State) [general] [limited]  
partnership

(INDIVIDUAL PARTNER)

WITNESS: \_\_\_\_\_  
\_\_\_\_\_

BY: (signature of individual)  
(printed name)  
as general partner

**-OR-**

(CORPORATE PARTNER)

\_\_\_\_\_  
(corporate name),  
a (State) corporation, as general partner

BY: (signature of Pres. or V. Pres.)  
(printed name) - (title)

WITNESS: \_\_\_\_\_  
\_\_\_\_\_

(CORPORATE SEAL)

[ACKNOWLEDGEMENTS]

FORM C-3

**DEDICATION AND RESERVATION — TRACTS & EASEMENTS**

Streets, Parking and Driveway Tracts:

Tract \_\_\_\_\_, as shown hereon, is hereby dedicated to the Board of County Commissioners of Flagler County, Florida, for the perpetual use of the ***public for public street purposes***.

Tract \_\_\_\_\_, as shown hereon, is hereby reserved for the (name of Property Owners' Association), its successors and assigns, for ***private street purposes*** and other purposes not inconsistent with this reservation and is the perpetual maintenance obligation of said association, its successors and assigns, without recourse to Flagler County.

Tract \_\_\_\_\_, as shown hereon, is hereby reserved for the (name of Property Owners' Association), its successors and assigns, as a ***residential access street*** for private street purposes and other purposes not inconsistent with this reservation and is the perpetual maintenance obligation of said association, its successors and assigns, without recourse to Flagler County.

Tract(s) \_\_\_\_\_, as shown hereon, is (are) hereby reserved for the (name of Property Owners' Association), its successors and assigns, as a [driveway] [parking] tract serving abutting lots for ***ingress, egress, utilities, drainage, and other purposes*** not inconsistent with this reservation, and is the perpetual maintenance obligation of said association, its successors and assigns, without recourse to Flagler County.

Water Management Tracts:

Tract(s) \_\_\_\_\_, as shown hereon, is (are) hereby reserved for the (name of Property Owners' Association), its successors and assigns, for ***stormwater management and drainage purposes*** and is the perpetual maintenance-obligation of said association, its successors and assigns, without recourse to Flagler County.

Drainage and Lake Maintenance/Access Easements:

The drainage easements as shown hereon are hereby dedicated in perpetuity for ***drainage purposes***. The maintenance of all drainage facilities located therein shall be the perpetual maintenance obligation of the (name of Property Owners' Association), its successors and assigns, without recourse to Flagler County.

The (lake maintenance) (lake maintenance access) easements as shown hereon are hereby reserved for the (name of Property Owners Association), its successors and assigns, for access to **stormwater management and drainage facilities** located within the associated water management tract(s) for purposes of performing any and all maintenance activities pursuant to the maintenance obligation of said association, its successors and assigns, without recourse to Flagler County.

Flagler County shall have the right, but not the obligation, to maintain any portion of the drainage system encompassed by this Plat which is associated with the **drainage of public streets**, including the right to utilize for proper purposes any and all drainage, lake maintenance, and lake maintenance access easements associated with said drainage system.

Utility Easements:

The utility easements as shown hereon are hereby dedicated in perpetuity for the construction and maintenance of utility facilities, including cable television systems. The installation of cable television systems shall not interfere with the construction and maintenance of other utilities.

The lift pump station easement as shown hereon is hereby dedicated in perpetuity to [Flagler County] [name of provider utility], its successors and assigns, for lift pump station and related purposes.

Limited Access Easements:

The limited access easements as shown hereon are hereby dedicated to the Board of County Commissioners of Flagler County, Florida, for the purpose of control and jurisdiction over access rights.

Littoral Zone/Preservation/Conservation Areas:

Tract(s) \_\_\_\_\_, as shown hereon, is (are) hereby reserved for **littoral zone and water management purposes** for the (name of Property Owners' Association), its successors and assigns, and is the perpetual maintenance obligation of said Association, its successors and assigns, without recourse to Flagler County. It is a punishable violation of Flagler County laws, ordinances, codes, regulations and approvals to alter the approved slopes, contours or cross-sections, or to chemically or physically remove, damage, destroy, cut or trim any plants within said tract without the prior written consent of Flagler County.

[NOTE: Dedications establishing conservation and/or preservation areas shall be reviewed and approved on a case-by-case basis due to the variability of covenants, restrictions, and responsibilities associated with the requirements for creation, protection, and ownership of such areas.]

Recreation Areas:

Tract(s) \_\_\_\_\_, as shown hereon, is (are) hereby reserved for the (name of Property Owners' Association), its successors and assigns, for **recreational purposes** and is the perpetual maintenance obligation of said association, its successors and assigns, without recourse to Flagler County.

Open Space/Landscape/Buffer Tracts:

Tract(s) \_\_\_\_\_, as shown hereon, is (are) hereby reserved for the (name of Property Owners' Association), its successors and assigns, for **open space purposes** and is the perpetual maintenance obligation of said association, its successors and assigns, without recourse to Flagler County.

Tract(s) \_\_\_\_\_, as shown hereon, is (are) hereby reserved for the (name of Property Owners' Association), its successors and assigns, for **landscape purposes** and is the perpetual maintenance obligation of said association, its successors and assigns, without recourse to Flagler County.

Tract(s) \_\_\_\_\_, as shown hereon, is (are) hereby reserved for the (name of Property Owners' Association), its successors and assigns, for **buffer purposes** and is the perpetual maintenance obligation of said association, its successors and assigns, without recourse to Flagler County.



## FORM C-4

### DEDICATION/RESERVATION GUIDELINES

The applicant should select, from this section, the appropriate paragraph(s) to insert in the dedication.

1. Generally, *utility and drainage easements* may not overlap. However, crossing and minor overlapping may be allowed with the approval of the Development Services Director when no other satisfactory location can be found and there is a note on the Plat giving the drainage easement has first priority. The note shall state that:

“In those cases where easements of different types cross or otherwise coincide, drainage easements shall have first priority, utility easements shall have second priority, access easements shall have third priority, and all other easements shall be subordinate to these with their priorities being determined by the use rights granted.”
2. *Drainage easements and water management tracts* generally serve the entire development and must be reserved for a master property owners’ association. Reservations for sub-associations will not be allowed unless the developer can clearly prove that the part of the drainage system he wishes to reserve for a sub-association is not connected in any way to the drainage system for the remainder of the development.
3. Any *private street* that is intended to provide access to lots in more than one Plat must be reserved for a master property owners’ association.
4. *Buffer easements* should be maintained by a property owners’ association and not by the individual fee simple owners of underlying lots.
5. *Reservations for private* streets shall *not* use the term “right-of-way” in referring to the street or its tract boundaries.
6. *Standard utility easements* required pursuant to the Flagler County Land Development Code are not to be dedicated to a particular utility company. If an individual utility company requires a dedication to it, the easement must be in addition to minimum County-required utility easements and the company must sign the Plat to show its acceptance of the dedication.
7. *Residential areas* on Plats of condominium and rental projects may be reserved by and be the maintenance responsibility of the underlying title holder as identified on the Plat, its successors and assigns, without recourse to Flagler County. The reservation language must include the full name of the titleholder as it appears in the Title Certification.
8. *Golf Course tracts* may be reserved by and be the maintenance responsibility of the underlying title holder as identified on the Plat, its successors and assigns, without recourse to Flagler County. If any lakes or other areas in the golf course are incorporated in the stormwater management system serving any other part of the development, the reservation language must state that the master property owners’ association (or other specifically names approved maintenance entity) has the right to maintain those lakes or other areas should the title holder fail to do so, including the right of access to those lakes or other areas as necessary to accomplish such maintenance.

9. ***Execution of dedications and reservations*** by a corporation may also be accomplished by signature of the corporation's president or vice president plus attestation by another corporate officer in lieu of two (2) witnesses. The attesting corporate officer may be the corporation's president, secretary, treasurer, or another vice president, but must not be the same natural person as the president or vice president signing for the corporation. If this option is selected, both the signing and attesting officers' signature must be acknowledged by a notary public.
10. The ***notary public*** acknowledging the signature of a person executing a Dedication & Reservation, Consent, or other form contained herein shall not act as either of the two required witnesses to that signature.

**FORM C-5**

**ACCEPTANCE OF RESERVATIONS**

(PROPERTY OWNERS ASSOCIATION)

STATE OF (\_\_\_\_\_)

COUNTY OF (\_\_\_\_\_)

The (Property Owners' Association name) hereby accepts the dedications or reservations to said Association as stated and shown hereon, and hereby accepts its maintenance obligations for same as stated hereon, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Property Owners' Association name)  
a Florida corporation not for profit

WITNESS: \_\_\_\_\_

BY: (signature of Pres. or V. Pres.)  
(printed name) – (title)

(Corporate Seal)

[ACKNOWLEDGEMENT]

(UTILITY)

STATE OF (\_\_\_\_\_)

COUNTY OF (\_\_\_\_\_)

(Utility Owner) hereby accepts the dedications or reservations to said Utility as stated and shown hereon, and hereby accepts its obligations for same as stated hereon, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Utility)

WITNESS: \_\_\_\_\_

BY: (Officer)  
(printed name) – (title)

(Corporate Seal)

[ACKNOWLEDGEMENT]

(Form C-5)  
Page 1 of 1

**FORM C-6**

**MORTGAGEE'S CONSENT**

STATE OF (\_\_\_\_\_)

COUNTY OF (\_\_\_\_\_)

The undersigned hereby certifies that it is the holder of [a] mortgage[s], upon the property described hereon and does hereby join in and consent to the dedication of the land described in said dedication by the owner thereof and agrees that its mortgage[s] which [is] [are] recorded in Official Record Book \_\_\_\_\_ at Page[s] \_\_\_\_\_ of the Public Records of Flagler County, Florida, shall be subordinated to the dedication shown hereon.

(CORPORATE)

**IN WITNESS WHEREOF**, the said corporation has caused these presents to be signed by its [President] [Vice President] and its corporate seal to be affixed hereon by and with the authority of its Board of Directors this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(corporate name)  
a (State) corporation

WITNESS: \_\_\_\_\_  
\_\_\_\_\_

BY: (signature of Pres. or V. Pres.)  
(printed name) - (title)

(CORPORATE SEAL)

**-OR-**

ATTEST: \_\_\_\_\_  
(printed name) - (title)

**-OR-**

(INDIVIDUAL)

**IN WITNESS WHEREOF**, [I] [We] \_\_\_\_\_ (printed name[s]) do hereunto set [my] [our] hand[s] \_\_\_\_\_ and seal[s] this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESS: \_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
(signature)  
(printed name)

[ACKNOWLEDGEMENTS]

(Form C-6)  
Page 1 of 1

**FORM C-7**

**TITLE CERTIFICATION**

STATE OF (\_\_\_\_\_)

COUNTY OF (\_\_\_\_\_)

[I] [We], (printed name of attorney or title company), [a duly licensed attorney in the State of Florida] [a title insurance company, as duly licensed in the State of Florida] do hereby certify that [I] [we] have examined the title to the here on described property; that [I] [we] find the title to the property is vested to (name[s] of owner[s]); that the current taxes have been paid; that [all mortgages not satisfied or released of record nor otherwise terminated by law are shown hereon] [there are no mortgages of record]; and that [there are no other encumbrances of record] [there are encumbrances of record but those encumbrances do not prohibit the creation of the subdivision depicted by this Plat].

Dated: \_\_\_\_\_

(Attorney-at-law licensed in Florida)

**-OR-**

Dated: \_\_\_\_\_

(Officer of title insurance company)  
(printed name) - (title)

**FORM C-8**

**SURVEYOR'S CERTIFICATE**

(When "P.C.P.s" are to be installed prior to platting)

This is to certify that the Plat shown hereon is a true and correct representation of a survey made under my responsible direction and supervision; that said survey is accurate to the best of my knowledge and belief; that Permanent Reference Monuments ("P.R.M.s") and Permanent Control Points ("P.C.P.s") have been placed as required by law; and, further, that the survey data complies with all the requirements of Chapter 177, Florida Statutes, as amended, and the ordinances of Flagler County, Florida.

**-OR-**

(When "P.C.P.s" are to be installed after platting)

This is to certify that the Plat shown hereon is a true and correct representation of a survey made under my responsible direction and supervision; that said survey is accurate to the best of my knowledge and belief; that Permanent Reference Monuments ("P.R.M.s") have been placed as required by law and that Permanent Control Points ("P.C.P.s") will be set under the guarantees posted with the Flagler County Board of County Commissioners for the Required Improvements; and, further, that the survey data complies with all the requirements of Chapter 177, Florida Statutes, as amended, and the ordinances of Flagler County, Florida.

\_\_\_\_\_  
(signature)  
(printed name), P.L.S.

(SEAL)

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER CERTIFICATE NO. \_\_\_\_\_

(C-8)  
Page 1 of 1

**FORM C-9**

**COUNTY APPROVAL**

DEVELOPMENT SERVICES DIRECTOR:

This Plat is hereby approved for recording pursuant to Flagler County Land  
Development Code and Sec. 177.071(1), F.S., this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(printed name) – Development Services Director

(Form C-9)  
Page 1 of 1

**FORM C-10**

**ACKNOWLEDGEMENTS**

(CORPORATION)

STATE OF (\_\_\_\_\_)

COUNTY OF (\_\_\_\_\_)

BEFORE ME personally appeared \_\_\_\_\_ (printed name) who is personally known to me, or has produced \_\_\_\_\_ as identification, and who executed the foregoing instrument as [Vice] President of (corporation name), a corporation, and severally acknowledged to and before me that [he] [she] executed such instrument as such officer of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:

\_\_\_\_\_  
(signature)  
Notary Public

(Seal)

**-OR-**

(INDIVIDUAL)

STATE OF (\_\_\_\_\_)

COUNTY OF (\_\_\_\_\_)

BEFORE ME personally appeared \_\_\_\_\_ (printed name[s]) who [is] [are] personally known to me or [has] [have] produced \_\_\_\_\_ [and \_\_\_\_\_, respectively] as identification, and who executed the foregoing instrument, and acknowledged before me that [he] [she] [they] executed said instrument for the purposes expressed therein.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:

\_\_\_\_\_  
(signature)  
Notary Public

(Seal)

[NOTE: The acknowledging notary public shall *not* also act as a required witness to the applicable signature(s).]

(Form C-10)  
Page 1 of 1



**FORM C-11**

**REVIEWING SURVEYOR'S CERTIFICATION**

“I HEREBY CERTIFY, THAT THE UNDERSIGNED, IS A LICENSED PROFESSIONAL SURVEYOR AND MAPPER AND IS EITHER EMPLOYED OR UNDER CONTRACT THE FLAGLER COUNTY. I ALSO CERTIFY THAT I AM NOT REPRESENTING THE OWNER OR THE OWNERS OF RECORD AND HAVE REVIEWED THIS PLAT AND FOUND IT TO COMPLY WITH THE REQUIREMENTS OF CHAPTER 177 FLORIDA STATUTES AND FLAGLER COUNTY PLATTING REGULATIONS.”

DATE: \_\_\_\_\_ BY: \_\_\_\_\_

PRINTED

NAME: \_\_\_\_\_

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER CERTIFICATION NO. \_\_\_\_\_

## FORM C-12

### SURVEYOR'S NOTES

Surveyor's notes shall address the following items as a minimum.

1. Plat Position and Orientation

The Plat position and orientation shall be identified by a suitable note indicating conformance to the State Plane Coordinate System in the following manner:

- a. Using the North American Datum, latest adopted and available adjustments, show State Plane Coordinates on all Permanent Reference Monuments. These coordinates shall represent a balanced position of the Plat relative to the two (2) nearest pairs of N.G.S. control stations. These coordinates shall be derived from field measurements, which meet or exceed the requirements for the Minimum Technical Standards for surveys as defined by Chapter 61G 17-6 for Commercial High Risk surveys of the Florida Administrative Code. (In those instances where angular closures within the control network cannot be obtained due to the absence of an azimuth mark, then additional ties from the Plat to more than 2 control stations shall be required.)
- b. A single direct line tie from the Plat to each of the network control stations that was used to coordinate the Plat shall be shown.
- c. Distances shall be shown and noted as being ground distances.
- d. The appropriate scale factor(s) used shall be shown clearly on each sheet of the Plat.

2. Legend

All symbols and abbreviations used on the Plat Map shall be identified by a suitable legend.

3. Sovereign Submerged Lands

On Plats contiguous with navigable water a disclaimer shall be noted, "Subject to any interest of the State of Florida in sovereign submerged lands."

**FORM C-13**

**COMMISSION, COUNTY ATTORNEY AND CLERK APPROVALS**

***CERTIFICATE OF APPROVAL BY COUNTY COMMISSION  
OF FLAGLER COUNTY, FLORIDA***

THIS IS TO CERTIFY, That on \_\_\_\_\_ the foregoing Plat was  
(Date)  
approved by the Board of County Commissioners of Flagler County, Florida.

\_\_\_\_\_  
Chairman, Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Clerk and Ex-Officio Clerk to the  
Board of County Commissioners

***CERTIFICATE OF CLERK***

I hereby certify the foregoing Plat was filed for record on the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_ .

\_\_\_\_\_  
Clerk and Ex-Officio Clerk to the  
Board of County Commissioners  
Flagler County, Florida

***CERTIFICATE OF APPROVAL***

This is to certify that on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, this Plat was approved.

BY: \_\_\_\_\_  
County Attorney

Revision No. 1, Oct. 28, 2003

(Form C-13)  
Page 1 of 1

FORM P-1

**ACKNOWLEDGEMENT OF RESPONSIBILITY FOR  
CONSTRUCTION OF REQUIRED IMPROVEMENTS**

**PURSUANT TO LAND DEVELOPMENT PERMIT NO. \_\_\_\_\_  
hereinafter referred to as PERMIT,**

\_\_\_\_\_ a corporation of  
the State of \_\_\_\_\_

**-OR-**

\_\_\_\_\_ an individual,

hereinafter referred to as DEVELOPER, hereby acknowledges and consents to the following:

1. The Subdivision, Platting, and Required Improvements Regulations, Land Development Code of Flagler County, Florida, hereinafter the REGULATIONS, require that a final Plat of a subdivision within the unincorporated areas of Flagler County shall not be recorded until the DEVELOPER has completed construction of all required improvements to the satisfaction of the COUNTY, or has guaranteed to the satisfaction of the COUNTY that such improvements will be installed.
2. The DEVELOPER has requested the recording of a certain Plat of a subdivision in Flagler County, to be known as \_\_\_\_\_ (Plat name as identified on letter of Technical Compliance), prior to completion of the required improvements.
3. The required improvements to said subdivision are to be installed pursuant to the PERMIT.
4. Prior to expiration of the PERMIT and any approved extensions thereto, the DEVELOPER shall complete the required improvements to the above-noted subdivision according to the construction plans approved by and on file in the Office of the County Engineer, specifically identified on the face of the PERMIT.
5. The DEVELOPER, in accordance with the requirements established by the REGULATIONS, tenders to the COUNTY a guaranty specifically identified as:

A Performance Bond, dated \_\_\_\_\_, with \_\_\_\_\_  
as Surety and \_\_\_\_\_ as Principal,

**-OR-**

(Form P-1)  
Page 1 of 3

A Cash Bond, dated \_\_\_\_\_ with \_\_\_\_\_ as Principal.

**-OR-**

An Escrow Agreement dated \_\_\_\_\_, with \_\_\_\_\_  
as Surety and \_\_\_\_\_ as Principal.

in the initial amount of \_\_\_\_\_ DOLLARS  
(\$ \_\_\_\_\_), hereinafter referred to as GUARANTY.

- a. The initial amount of the GUARANTY may be reduced during the term of construction pursuant to the PERMIT by written consent of the County Engineer in accordance with the provisions of the REGULATIONS.
  - b. DEVELOPER shall replace or confirm the GUARANTY and/or Surety if so required in accordance with applicable ordinances or policies adopted by the COUNTY.
6. In the event the DEVELOPER shall fail or neglect to complete the required improvements as required by the REGULATIONS within the time allowed by the PERMIT, the DEVELOPER and the Surety shall be jointly and severally liable to pay for the cost of construction and installation of the required improvements to the final total cost, including but not limited to engineering, legal, and contingent costs, together with any damages, either direct or consequential, which the COUNTY may sustain as a result of the failure of the DEVELOPER to carry out and execute all the provisions of the PERMIT and the provisions of the REGULATIONS.
  7. The COUNTY, at its option, shall have the right to construct and install or, pursuant to public advertisement and receipt of bids, cause to be constructed and installed the required improvements in case the DEVELOPER fails or refuses to do so in accordance with the provisions of the PERMIT and the REGULATIONS. The DEVELOPER, and the Surety shall be jointly and severally liable hereunder to reimburse the COUNTY the total cost thereof.
  8. This ACKNOWLEDGEMENT shall be attached to and become part of the PERMIT and any subsequent extensions or modifications thereto.

(Form P-1)  
Page 2 of 3

(CORPORATE)

\_\_\_\_\_  
[a Florida corporation] [a (state) corporation, licensed to do business in Florida] DEVELOPER

BY: (signature of President or Vice President)  
(typed name) - (title)

ATTEST:

(signature of other corporate officer)  
(typed name) — (title)

DATE: \_\_\_\_\_

(Impressionable Corporate Seal)

**-OR-**

(INDIVIDUAL)

WITNESS: \_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
(typed name) DEVELOPER

DATE: \_\_\_\_\_

Developer's \_\_\_\_\_

Address: \_\_\_\_\_

FORM P-2

**ASSIGNMENT AGREEMENT**  
**FOR TRANSFER OF LAND DEVELOPMENT PERMIT**

\_\_\_\_\_, (original developer) \_\_\_\_\_, a Corporation of the State of \_\_\_\_\_, hereinafter referred to as DEVELOPER, does hereby assign, transfer, convey, and set over unto \_\_\_\_\_ (new developer) \_\_\_\_\_, a Corporation of the State of \_\_\_\_\_, hereinafter referred to as SUCCESSOR (Legal Entity ) DEVELOPER, that portion of the DEVELOPER'S rights under Flagler C \_\_\_\_\_ ounty Land Development Permit No. \_\_\_\_\_ bearing date of \_\_\_\_\_, permitting the construction of required im \_\_\_\_\_ plements described therein , a copy of which is attached hereto as Exhibit "A".

TO HAVE AND TO HOLD the said ri ghts to the SUCCESSOR DEVELOPER, its successors and assigns, from this day forwa rd; subject, however, to all of the term \_\_\_\_\_ s and conditions of the issuance of said Permit.

The SUCCESSOR DEVELOPER hereby assum es and agrees to perform all of the unperformed obligations of the DEVELOPER under the above described Permit and pursuant to those provisions of Flagler County Land Devel \_\_\_\_\_ opment Code, related to the obligations and responsibilities of the DEVE LOPER for construction of required improvem \_\_\_\_\_ ents under said Permit.

**IN WITNESS WHEREOF**, the DEVE LOPER and SUCCESOR DEVELOPER have each executed th is instrument by their du ly authorized officers as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

DEVELOPER

\_\_\_\_\_  
[a Florida corporation] [a (state) corporation, licensed to do business in Florida]

BY: (signature of President or Vice president)  
(typed name) - (title)

ATTEST:

(signature of other corporate officer)  
(typed name) – (title)

DATE: \_\_\_\_\_

(Impression Corporate Seal)

SUCCESSOR DEVELOPER

\_\_\_\_\_  
[a Florida corporation] [a (state) corporation, licensed to do business in Florida]

BY: (signature of President or Vice president)  
(typed name)-(title)

ATTEST:

(signature of other corporate officer)  
(typed name) — (title)

DATE: \_\_\_\_\_

(Impression Corporate Seal)

Successor  
Developer's  
Address: \_\_\_\_\_  
\_\_\_\_\_



**FORM P-3**  
**ASSUMPTION AGREEMENT**  
**FOR TRANSFER OF LAND DEVELOPMENT PERMIT**

\_\_\_\_\_  
(original developer) \_\_\_\_\_, a Corporation (Legal Entity) of the State of \_\_\_\_\_, hereinafter referred to as DEVELOPER, is no longer available to expressly assign, transfer, convey, and set over unto \_\_\_\_\_ (new developer) \_\_\_\_\_, a Corporation (Legal Entity) of the State of \_\_\_\_\_, rights under Flagler County Land Development Permit No. \_\_\_\_\_ bearing the date of \_\_\_\_\_, permitting the construction of required improvements described therein, a copy of which is attached hereto as Exhibit "A".

The SUCCESSOR DEVELOPER has acquired fee simple title to the development property referenced on said Permit by virtue of (foreclosure judgment or other means, as applicable), a copy of which is attached hereto as Exhibit "B".

The SUCCESSOR DEVELOPER hereby assumes said rights of the DEVELOPER and, furthermore assumes and agrees to perform all of the unperformed obligations of the DEVELOPER under the above, described permit and pursuant to those provisions of the Flagler County Land Development Code, related to the obligations and responsibilities of the DEVELOPER for construction of required improvements under said Permit.

**IN WITNESS WHEREOF**, the SUCCESSOR DEVELOPER has executed this instrument by its duly authorized officers as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SUCCESSOR                      DEVELOPER

\_\_\_\_\_  
[a Florida corporation] [a (state) corporation, licensed to do business in Florida] DEVELOPER

BY: (signature of President or Vice president)  
(typed name) - (title)

ATTEST:

(signature of other corporate officer)  
(typed name) – (title)

DATE: \_\_\_\_\_

(Impression Corporate Seal)

Successor  
Developer's  
Address: \_\_\_\_\_

\_\_\_\_\_  
(Form P-3)  
Page 1 of 1

**FORM P-4**

**CASH BOND**

**NOW ALL MEN BY THESE PRESENTS:**

That [I] [We], \_\_\_\_\_ (Developer's Name), hereinafter called PRINCIPAL, tenders unto Flagler County, a political subdivision of the State of Florida, hereinafter called COUNTY, the full and just sum of \_\_\_\_\_ U.S. Dollars (\$\_\_\_\_\_), lawful money of the United States of America, to which payment well and truly made bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

**WHEREAS**, the above bound PRINCIPAL has received approval from the COUNTY for the recording of a certain Subdivision Plat known as \_\_\_\_\_ (Plat Name), and such recording is prior to completion of construction of the Required Improvements as prescribed by the Subdivision, Subdivision Plat, Plat Agreement, Platting, and Required Improvements Regulations, Land Development Code, Flagler County Florida, hereinafter the REGULATIONS, pertaining to said subdivision; and

**WHEREAS**, PRINCIPAL has been issued Land Development Permit No. \_\_\_\_\_, hereinafter the PERMIT, for construction of said Required Improvements, a copy of which PERMIT is attached hereto and by reference made a part hereof; and

**WHEREAS**, it was one of the conditions of said REGULATIONS and PERMIT that this bond be executed.

**NOW, THEREFORE**, the conditions of this obligation are such that if the above bound PRINCIPAL shall in all respects comply or cause others to comply with the terms and conditions of said PERMIT, within the time specified, and shall in every respect fulfill [its] [his] [their] obligation hereunder and under the plans therein referred to, then this obligation to be void; otherwise, to be and remain in full force and effect.

The PRINCIPAL unconditionally covenants and agrees that if the PRINCIPAL fails to perform within the time specified by the PERMIT, all or any part of [its] [his] [their] obligation established by said PERMIT and the REGULATIONS, the COUNTY, upon thirty (30) days written notice from the COUNTY, or its authorized agent to the PRINCIPAL or its authorized agent or officer, shall at COUNTY'S option, have the right to complete the PRINCIPAL'S obligation or pursuant to public advertisement and receipt of bids, cause to be completed the aforesaid improvements in the case the PRINCIPAL should fail to or refuse to do so in accordance with the terms of the PERMIT. In the event the COUNTY should exercise and give effect to such right, the PRINCIPAL shall be liable and the monies tendered hereby shall be used

(Form P-4)

Page 1 of 2

to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal, and contingent costs, together with any damages either direct or consequential, which may be sustained on account of the failure of the PRINCIPAL to carry out and execute all the terms and provisions of the PERMIT.

**IN WITNESS WHEREOF**, the PRINCIPAL has executed the presents this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
[a Florida corporation] [a (state) corporation, licensed to do business in Florida]

BY: (signature of President or Vice president  
(typed name) – (title)

ATTEST:

(signature of other corporate officer)  
(typed name) – (title)

DATE: \_\_\_\_\_

(Impression Corporate Seal)

ADDRESS: \_\_\_\_\_

**-OR-**

(INDIVIDUAL PRINCIPAL)

WITNESS: \_\_\_\_\_  
\_\_\_\_\_

BY \_\_\_\_\_  
(typed name)

ADDRESS: \_\_\_\_\_

**FORM P-5**

**PERFORMANCE BOND**

**NOW ALL MEN BY THESE PRESENTS:**

That [I] [We], \_\_\_\_\_ (Developer's Name) \_\_\_\_\_, hereinafter called PRINCIPAL, and \_\_\_\_\_ (Bonding Company) \_\_\_\_\_, a surety company authorized to do business in the State of Florida, hereinafter referred to as SURETY, are held and firmly bound unto Flagler County, a political subdivision of the State of Florida, hereinafter called COUNTY, in the full and just sum of \_\_\_\_\_ U.S. Dollars (\$ \_\_\_\_\_) lawful money of the United States of America, to be paid to the Flagler County Board of County Commissioners, to which payment will be truly be made, we bind and assigns, jointly and severally, firmly be these presents:

**WHEREAS**, the above bound PRINCIPAL, has received approval of COUNTY for recording of a certain Subdivision Plat known as \_\_\_\_\_ (Plat Name) \_\_\_\_\_ prior to completion of construction of the Required Improvements as prescribed by the Subdivision, Subdivision Plat, Plat Agreement, Platting, and Required Improvements Regulations, Land Development Code of Flagler County, Florida hereinafter the REGULATIONS, pertaining to said subdivision; and

**WHEREAS**, PRINCIPAL has been issued Land Development Permit No. \_\_\_\_\_, hereinafter the PERMIT, for construction of said Required Improvements, a copy of which PERMIT is attached hereto and by reference made a part hereof, and

**WHEREAS**, it was one of the conditions of said REGULATIONS and PERMIT that this bond be executed:

**NOW, THEREFORE**, the conditions of this obligation are such that if the above bound PRINCIPAL shall in all respects comply with the terms and conditions of the PERMIT, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

**THE SURETY UNCONDITIONALLY COVENANTS AND AGREES** that if the PRINCIPAL fails to perform all or any part of the constructions work required by said PERMIT and REGULATIONS, within the time specified, the SURETY, upon thirty (30) days written notice from COUNTY, or its authorized agent or officer, of the default, will forthwith perform and complete the aforesaid construction work and pay the cost thereof, including but not limited to, engineering, legal and contingent costs. Should the SURETY fail or refuse to perform and complete the said improvements, COUNTY, in view of the public interest, health, safety and welfare factors involved and the inducement in approving and filing the said Plat, shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY, or either both at law and in equity including specifically specific performance, to which the PRINCIPAL and SURETY unconditionally agree.

(Form P-5)

Page 1 of 3

**THE PRINCIPAL AND SURETY FURTHER JOINTLY AND SEVERALLY AGREE** that COUNTY, at its option, shall have the right to construct or, pursuant to public advertisement and receipt of bids, cause to be constructed the aforesaid improvements in case of the PRINCIPAL should fail or refuse to do so in accordance with the terms of said PERMIT. In the event COUNTY should exercise and give effect to such right, the PRINCIPAL and SURETY shall be jointly and severally liable hereunder to reimburse COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure of the PRINCIPAL to carry out and execute all the obligations for construction of Required Improvements pursuant to the REGULATIONS and PERMIT.

**IN WITNESS WHEREOF**, the PRINCIPAL and SURETY has executed the presents this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(CORPORATE PRINCIPAL)

\_\_\_\_\_  
[a Florida corporation] [a (state) corporation, licensed to do business in Florida] DEVELOPER

PRINCIPAL

BY: (signature of President or Vice President)  
(typed name) - (title)

ATTEST:

(signature of other corporate officer)  
(typed name) – (title)

DATE: \_\_\_\_\_

(Impression Corporate Seal)

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

(Form P-5)  
Page 2 of 3

(INDIVIDUAL PRINCIPAL)

WITNESS: \_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
(typed name) PRINCIPAL

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

(SURETY SIGNATURE BLOCK)

\_\_\_\_\_, SURETY

WITNESS: \_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
(typed name) its attorney-in-fact (power  
of attorney must be attached)

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

**FORM P-6**

**ESCROW AGREEMENT**

**THIS ESCROW AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between ( Deve loper's Name ), hereinafter referred to as the DEVELOPER with Flagler County, hereinafter referred to as COUNTY, being the beneficiary of this Agreement.

WITNESSETH

**WHEREAS**, DEVELOPER is owner of that real prop erty located in Flagler County, Florida, described as:

(legal description)

which the DEVELOPER proposes to Plat under the name of ( Plat Name ); and

**WHEREAS**, certain developm ent work is required to be done on said real property in accordance with the plans and specifications prepared by ( Enginee r ), together with any amendments or m odifications thereto and togeth er with any other approved drawings and/or plans therefore or approved amendments to same; and

**WHEREAS**, in order to satisfy the requirements of the Flagler County Subdivision, Subdivision Plat, Plat Agreem ent, Platting, and Require d Improvements Regulations, Land Developm ent Code, hereinafter referred to as the REGULATIONS, as to the securing of said developm ent work, hereinafter the REQUIRED I MPROVEMENTS, before Flagler County will approve the recording of the said Plat, the D EVELOPER has deposited with the COUNTY the sum of \_\_\_\_\_ U.S. DOLLARS ( \$ \_\_\_\_\_ ), representing one hundred and tw enty-five percent ( 125% ) of the total co st of the said REQUIRED IMPROVEMENTS, which escrow funds are to be released to the DEVELOPER pursuant to the terms hereof;

**NOW, THEREFORE**, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

1. The deposited funds are to be segregated in a special account which are not to be merged with other assets, to carry out the terms of the agreement.
2. The deposited funds shall be released to the DEVELOPER only upon written approval of the Development Services Director as the authorized representative of the COUNTY. Such approval shall be issued by the Devel opment Services Director in accordance with the requirements of the REGULATIONS and sh all not be more frequently than once a month. Upon completion of the REQUIRED I MPROVEMENTS in accordance with the requirements of the REGUL ATIONS, the COUNT Y, by the Developm ent Services Director as its autho rized agent and in accordance with the requirem ents of the REGULATIONS, shall approve the release to the DEVELOPER of any remainder of said funds.

(Form P-6)  
Page 1 of 3

3. In the event, however, the DEVELOPER shall fail to complete the REQUIRED IMPROVEMENTS in accordance with the REGULATIONS and all terms and conditions of Land Development Permit No. \_\_\_\_\_, issued to the DEVELOPER by the COUNTY, the COUNTY will issue to the DEVELOPER a demand letter requiring the terms of Land Development Permit be satisfied within a specified period of time. In the event the COUNTY'S demand is not fulfilled by the specified time the COUNTY will utilize the escrowed funds to complete the required work.
4. It is further agreed that should the funds held in escrow be insufficient to complete the REQUIRED IMPROVEMENTS the COUNTY, after duly considering the public's interest, health, safety and welfare, may at its option complete the REQUIRED IMPROVEMENTS and resort to any and all legal remedies against the DEVELOPER.
5. Nothing in this agreement shall make the COUNTY liable for any funds other than those placed on deposit by the DEVELOPER in accordance with the foregoing provisions.
6. This escrow agreement shall remain in full force and effect until all obligations are met and a written release is authorized by COUNTY, or until the funds are used by the COUNTY in accordance with Paragraph 3.
7. DEVELOPER agrees that venue for any litigation arising under or as a result of this agreement, shall be the Seventh Judicial Circuit in and for Flagler County, Florida.

(Form P-6)  
Page 2 of 3



**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(CORPORATE DEVELOPER)

\_\_\_\_\_  
[a Florida corporation] [a (state) corporation, licensed to do business in Florida]

BY: \_\_\_\_\_ (signature of Pres. or Vice Pres.)  
(typed name) — (title)

ATTEST:

(signature of other corporate officer)  
(typed name) — (title)

By execution of this Agreement the COUNTY acknowledges receipt from the DEVELOPER for deposit in escrow in accordance with the terms and conditions of this Agreement the sum of \_\_\_\_\_ U.S. DOLLARS (\$ \_\_\_\_\_) by Flagler County.

(Impression corporate seal)

**-OR-**

(INDIVIDUAL DEVELOPER)

WITNESS: \_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
(typed name)

**FORM P-7**

**AGREEMENT ON REQUIRED IMPROVEMENTS**

The Party of the First Part, (Developer's Name), hereinafter referred to as the DEVELOPER, here by agrees and contracts with the Party of the Second Part, Flagler County, Florida, hereinafter referred to as COUNTY, that as consideration for the Platting of (Plat name), and subdividing of land pursuant to the Subdivision, Platting, and Required Improvements Regulations of Flagler County that the Required Improvements as defined in said regulations have been constructed pursuant to the specifications of those regulations. Further, should the Required Improvements fail or otherwise become defective during a period of Two (2) Years from the date of acceptance of said Required Improvements, due to defective materials or workmanship, DEVELOPER shall, upon each occasion, be responsible in all respects for such failure or defect. DEVELOPER shall immediately, upon thirty (30) days written notice by the COUNTY, correct such failure or defect at the DEVELOPER'S sole cost and expense and bring them into compliance with the requirements of the above-referenced Regulations.

In the event DEVELOPER fails to begin repair of the defective Required Improvements within the thirty (30) days as specified above, the COUNTY shall have the right to make such needed repairs and DEVELOPER shall be liable for the actual cost expended by the COUNTY for such repairs and any costs incident to the collection of such sums, including but not limited to reasonable attorney's fees and cost of litigation.

**IN WITNESS WHEREOF**, DEVELOPER has hereunto set [ its] [his] hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ . \_\_\_\_\_

(CORPORATE)

\_\_\_\_\_  
[a Florida corporation) [a (state) corporation, licensed to do business in Florida]  
DEVELOPER

BY: (signature of President or Vice President)  
(typed name) - (title)

ATTEST:

(signature of other corporate officer)  
(typed name) – (title)

DATE. \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

(Impression Corporate Seal)

**-OR-**

(INDIVIDUAL)

WITNESS: \_\_\_\_\_

BY: \_\_\_\_\_  
(typed name) DEVELOPER

\_\_\_\_\_

DATE: \_\_\_\_\_

(Form P-7)  
Page 2 of 2

**FORM E-1**

**ENGINEER'S CERTIFICATE OF COMPLETION**

As a registered professional engineer in the State of Florida, to the best of my knowledge, information, and belief, it is my professional opinion that the subdivision required improvements for(\_\_\_\_ Plat Name \_\_\_\_\_) based on field reviews under my responsible charge, have been constructed in accordance with the approved construction plans, the Sub division and Development Regulations of Flagler County, Florida and Chapter 336.045(4) Florida Statutes, in effect on the date of plan approval. Attached, as itemized below, are copies of measurements, tests and reports made on the work and materials during the progress of construction, along with a Record Drawing copy of each of the construction plans on a high quality, time-stable, reproducible mylar, and a digital file in Auto Cad. dwg format showing the original design in comparison to the actual finished work with all material deviations noted thereon. In my professional opinion, the deviations noted, if any, will not impair the intended functioning of the required improvement. Attachments to this completion statement are as follows:

(Reports, measurements, test results, reproducible mylars and sealed record drawing prints shall be listed, and submitted with the certification.)

(signature) \_\_\_\_\_ Dated: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

(SEAL)

**FLAGLER COUNTY**  
**LAND DEVELOPMENT PERMIT**  
**PURSUANT TO LAND DEVELOPMENT CODE**

**PERMIT NO.** \_\_\_\_\_

**APPLICANT:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**SUBDIVISION:**

Name: \_\_\_\_\_

Location: \_\_\_\_\_

**Or**

**SITE PLAN:**

Name: \_\_\_\_\_

Location: \_\_\_\_\_

Date of project Approval: \_\_\_\_\_

This Permit is for specific work that is to be done in accordance with approved Development Plans. The Permit does not relieve the Permittee (Applicant) from adherence to Flagler County or other agency approvals, permit or requirements. By signing this application for a Land Development Permit the Applicant is certifying all required approvals and permits have been obtained for the subject project.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

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FOR COUNTY USE ONLY

FEE: \$ \_\_\_\_\_ Payment Method: \_\_\_\_\_

Special Terms & Conditions:

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***Duration of Permit***

Date Issued: \_\_\_\_\_

Date work must be completed: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ Date: \_\_\_\_\_

***ATTACH FORM P-7 TO THIS PERMIT***