



BUILDING DIVISION
1900 2ND AVENUE NORTH
LAKE WORTH BEACH, FL 33460
561-586-1647

FENCE INSTALLATION CHECKLIST

NOTE: THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH THE PERMIT APPLICATION

**ALL FENCING SHALL COMPLY WITH THE LAND DEVELOPMENT REGULATIONS City of Lake Worth Beach
CHAPTER 23 SECTION 23.4-4 Fences Wall and Gates**

ITEMS REQUIRED TO SUBMIT AN APPLICATION:

- Completed permit application form including all signatures and completion of the owner/builder affidavit if applicable.
- One (1) copy of a survey (Residential - within last 2 years / Commercial - within last 6 months)
 - An older survey may be utilized along with a completed Land Survey Affidavit form provided it is certified to the current owner and there have been no changes on the property since the survey was completed. Photo documentation must accompany this form.

A site plan drawn to scale that shows ALL of the following:

- a. The location of the proposed fence.
 - b. The type of fence material (wood, chain link, etc)
 - c. The height of the proposed fence above grade.
 - d. The location of any gates or openings and the direction in which they swing.
 - e. Length of the proposed fence in linear feet.
 - f. Show POOL location and any approved POOL BARRIER.
- Completed Hold Harmless/Indemnification Agreement
 - Exhibit A- Fence Removal Agreement, recorded with Palm Beach Clerk of the Court.

NOTE: ALL proposed fences must meet the following criteria:

1. If the fence is the pool barrier, plans must show all windows and doors within fenced area and the fence **MUST MEET ALL POOL BARRIER REQUIREMENTS.**
2. No gate shall swing onto or over city property such as sidewalks, alleys etc.
3. The finished side of the fence must face the adjacent property unless a letter signed and notarized by the affected property owner is submitted prior to FINAL inspection.

Affidavit: I hereby certify that I have read and understand the requirements as stated above for a permit and further understand that unless all required items are submitted with the permit application, my application will be IMMEDIATELY placed on HOLD until all required items are submitted.

SIGNATURE OF APPLICANT: _____ **DATE:** _____

Revised 10-13-2020



FENCE/GATE REMOVAL AGREEMENT

DATE: _____

WHEREAS, _____ ("Owner") (Print) is desirous of construction or installing a fence and/or gate in a portion of city or licensed utility company easement on my/our property, the legal description of this property being as follows:

Subdivision _____ Lot _____ Block _____ OR, Metes and _____ ("Property")

WHEREAS, OWNER covenants that they are the fee simple owner of the Property; and

WHEREAS, the above is to be erected for the use and enjoyment or proper functioning of the Property and special aesthetics;

NOW, THEREFORE, in the consideration of the City of Lake Worth Beach ("City") not immediately enforcing its rights or the rights of any others, now existing or which may in the future exist, against the Owner or the Property, the Owner hereby agrees with the City to remove, at no expense to the City, the Easement holders, or the beneficiaries of the easement, the above described improvement from the property, within thirty (30) days of written notice addressed to them or their successors in interest, at:

ADDRESS: _____

notifying them that said improvement is inconsistent with the use of the Easement. It is agreed by the Owner(s) that the improvement shall be as depicted on Exhibit "A" and filed with the City of Lake Worth Beach Building Division, and that no other construction shall be in effect in said Easement.

It is agreed by the parties, hereto, that this Declaration will be recorded at the expense of the Owner(s) in the Official Records of Palm Beach County, Florida and that this Declaration shall be a covenant running with the land and be binding upon the heirs, personal representatives, grantees, assigns and successors in interest of the Owner.

Owner shall immediately remove the improvement permitted herein in the event that the City or Owner, or both, are challenged with respect to the City's authority to authorize the placement of said improvement in the Easement or a claim of damages is made as a result of the placement of said improvement in the Easement. In the event that the City and/or Owner are challenged with respect to the placement of said improvement in the Easement, or a claim for damages is made as a result of the placement of said improvement in the Easement, Owner shall indemnify, defend, and save the City harmless against and from said challenge.

Upon the vacation, abandonment or discontinuance of the Easement, this Declaration shall immediately and automatically terminate and be of no further force and effect.

WITNESSES:

OWNER:

Owner's Ph. No. _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who produced a _____ as identification. He/she did not take an oath.

(NOTARY SEAL)

(Signature of Notary Public)

(Name of Notary)



HOLD HARMLESS AGREEMENT/INDEMNIFICATION AGREEMENT

The undersigned hereby executes in favor of the City of Lake Worth Beach, Florida, its' officers, employees, agents and assigns, this Hold Harmless Agreement/Indemnification Agreement.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is acknowledged by the execution hereof, the undersigned agrees as follows:

Applicant, _____, hereby agrees that it shall indemnify, defend and hold harmless the City of Lake Worth Beach Florida, any licensed utility company or independent contractor, and any of their officers, employees and agents from any and all liability, claims, damages and expenses, including attorney's fees and litigation costs through all appeals, resulting from or arising out of the removal or alteration of any existing fence permitted to exist in or around any public easement and right-of-way, deemed necessary by the City or licensed utility for the purpose of installing, removing, repairing, or maintaining any utilities planned or existing in or around any public easement and right-of-way. The undersigned acknowledges that specific consideration has been given for this hold harmless and indemnity provision.

IN WITNESS WHEREOF,

the undersigned hereby sets his/her hand, this ____ day of _____, 20____.

Applicant Name (Please Print)

WITNESS:

Applicant (Signature)

Witness Name (Please Print)

Witness Name (Please Print)

Witness (Signature)

STATE OF FLORIDA
PALM BEACH COUNTY

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC