I / We,       ("Owner(s)"), owner(s) of certain real property located at      ,       Florida,       (the “Property"), hereby enter into this disclaimer of interest and right of entry (the “Disclaimer”) with the South Florida Water Management District (the “District”), and state and agree to the following:

1. Owner(s) disclaim all interest in the Encroachments (set forth in paragraph 2 below) placed upon the District's right of way lying within and/or adjacent to the       canal (the “Canal”).

2. Owners, in disclaiming such interest, acknowledge and consent to the District’s removal of the Encroachments at the District’s sole expense, unless otherwise set forth herein. The encroachments (“Encroachments”) to be removed include the following enumerated improvements:

a.       c.

b.       d.

3. Owner(s) grant a right of entry upon the Property to District personnel for the purpose of removing the Encroachments and restoring the right of way, as needed, to the District’s standards. The right of entry shall be limited to the following dates:

4. Owner(s) acknowledge the superiority of the District's property interest in the right of way along the Canal and agree that no encroachments whatsoever shall be installed, placed, erected, planted, attached to or otherwise affixed to, under or upon the District’s right of way without first having obtained written permission from the District.

5. Owner(s) hereby waive all rights, if any, to an administrative hearing relating to the District's enforcement action against Owner(s), if this Disclaimer is associated with an enforcement action by the District, or this Disclaimer pursuant to Section 120.57, Florida Statutes, and Owner(s) right to appeal this Disclaimer pursuant to Section 120.68, Florida Statutes.

6. Owner(s) and the District agree that, upon execution of this Disclaimer by Owner(s), the District shall discontinue that certain enforcement action for which this Disclaimer is intended to resolve and release the Owner(s) from any and all pending civil penalties, including fines and assessments, which the District is lawfully authorized to impose in such enforcement action. The parties agree that the District shall not be precluded from future enforcement action against Owner(s) for encroachments not specifically covered by the current enforcement action. Breach of any terms of this Disclaimer by Owner(s) may render the District’s obligations set forth in this Disclaimer as null and void, including the District’s agreement to discontinue enforcement action and release Owner(s) from civil penalties as set forth in this paragraph, at the sole discretion of the District.

I / We attest that all of the above representations are true and completely accurate. Further, l / We have read the above terms, acknowledge that the terms are understood and agree to be bound by such terms.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Signature of  Property Owner |  | Printed Name of  Property Owner |  | Date |  |
| Signature of  Property Owner |  | Printed Name of  Property Owner |  | Date |  |

FILED WITH THE CLERK OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Legal form approved on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DEPUTY CLERK \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| --- | --- |
| **OFFICE USE ONLY** | |
| LMD Approval | O&M Approval |
| Enf. Coordinator | Date Received |
| Removal Memo Sent | Removal Scheduled |
| O/C Case # | Removed On |