RETURN TO:

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
100 WEST DANIA BEACH BOULEVARD
DANIA BEACH, FLORIDA 33004

SWALE AFFIDAVIT

(STATE OF FLORIDA)
(COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____, who is/are personally known to me or produced a Florida Drivers License as identification, whom being first duly sworn by me, deposes and says:

1. That the Affiant(s) is/are the owner(s) of a single-family residence located at:

_____, Dania Beach, Broward County, Florida, which is legally described as follows:

LEGAL DESCRIPTION

Folio: _____

Subdivision: _____

Lot: _____ Block: _____

2. That the Affiant(s) requests the City of Dania Beach's authorization to construct a _____ foot wide by _____ foot long alternate driveway from the above described property line across the swale to the edge of the pavement on _____, in front of the residence. Affiant(s) acknowledges and understands the City may desire to access the swale area from time to time for the installation or repair of utilities in the swale area or for other municipal purposes. Alternate is described to include concrete, brick, paver, paver blocks, or similar dust-free hard surface.

3. The Affiant(s) recognizes that only asphalt driveways are permitted by the City in the swale areas as aforesaid. Affiant(s) agrees that as a condition the City's authorization to construct an alternate driveway in the swale area from their lot line to the pavement on _____, Affiant(s) agrees to pay the cost for and to make necessary repairs for any damage to the alternate driveway as a result of any cause, including, but not limited to the City's installation or repair of utilities or other municipal purposes. Affiant(s) recognizes the City may break up all or part of the alternate driveway in the swale area for the installation or repair of utilities or other municipal purposes, and the City's only responsibility will be to install asphalt in the area of repairs or breakage to the alternate driveway.

4. In consideration of the City's authorization to construct an alternate driveway in the swale area as aforesaid, the Affiant(s) further agrees at all times to indemnify and hold harmless the City from all losses, damages, liabilities, and expenses which may arise or be claimed against the City for any injuries or damages to the person or property of any person, firm or corporation consequent upon or arising from the installation of the aforesaid alternate driveway or any repairs or breakage of the driveway performed by or on behalf of the City for installation or maintenance of utilities or for other municipal purposes. However, the Affiant(s) shall not be responsible for damage to the City's equipment or injury to the City's employees or those with whom the City contracts to break up the alternate driveway in the swale area for installation or repair of utilities or other municipal purposes.

5. This Agreement shall in no way waive any requirements with respect to the City Building Code, including, but not limited to obtaining a building permit for construction of the driveway. Installation shall otherwise be in accordance to and compliance with City standard specifications for driveways and sidewalks.

6. The covenants provided by the Affiant(s) in this Affidavit will run with the land and shall bind all subsequent owners of the above described property.

Affiant(s) states that they are familiar with the nature of an oath and worth the penalties as proved by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. The Affiant(s) further certifies that they have read the full facts of this Affidavit and understand its context.

_____	_____
Printed Name of Owner	Signature
_____	_____
Printed Name of Owner	Signature

SWORN TO and subscribed before me this _____ day of _____, _____.

_____

Notary Public

My Commission Expires: