

SFWMD NOTICE GENERAL PERMIT NO. MOD 6774

(NON-ASSIGNABLE)

Rev: 9/99

DATE ISSUED:

February 4, 2021

AUTHORIZING:

WIDEN THE SOUTHBOUND US27/SR25 BRIDGE CROSSING THE L-21 CANAL.

LOCATED IN:

PALM BEACH COUNTY, SECTION 35 TOWNSHIP 44S RANGE 36E

ISSUED TO:

FLORIDA DEPARTMENT OF TRANSPORTATION

3400 WEST COMMERCIAL BOULEVARD FORT LAUDERDALE, FLORIDA 33309

Attention: RUBEN RODRIQUEZ

This permit is issued pursuant to Application No. 20-0625-1M dated June 25, 2020 and permittee's agreement to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, maintenance or use of the work or structure involved in the Permit. Said application, including all plans and specifications attached thereto, is by reference made a part hereof. The permittee, by acceptance of this permit, hereby agrees that he/she shall promptly comply with all orders of the District and shall alter, repair or remove his/her use solely at his/her expense in a timely fashion. Permittee shall comply with all laws and rules administered by the District. This permit does not convey to permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation, or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit is issued by the District as a revocable license to use or occupy District works or lands. It does not create any right or entitlement, either legal or equitable, to the continued use of the District works or lands. Since this permit conveys no right to the continued use of the District works or lands, the District is under no obligation to transfer this permit to any subsequent party. By acceptance of this permit, the permittee expressly acknowledges that the permittee bears all risk of loss as a result of revocation of this permit.

WORK PROPOSED MUST BE COMPLETED ON OR BEFORE February 28, 2023.

Otherwise, this permit is void and all rights there under are automatically canceled unless permittee applies for, in writing, a request for extension to the construction period and such request is received by the District on or before the expiration date and such request is granted, in writing, by the District.

SPECIAL CONDITIONS (SPECIFIC PROJECT COI SHEETS ARE A PART OF THIS DOCUMENT.	NDITIONS) AND LI	MITING CONDITION	ONS ON ATTACHED
SHEETS ARE A PART OF THIS DOCUMENT.	hII	1.	

FILED ON

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BY:

John Hixenbaugh, J.D., AICP CUD

Section Administrator Right of Way Section

Original Mailed to Permittee on ____

-4-21

_ by Eliu Cueto

C: Shamus English

CLEWISTON FIELD STATION (863) 983-1431, Extension

Copy to: Alex Vazquez, P.E. BCC Engineering 6401 SW 87th Avenue

Miami, FI 33173

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SPECIAL CONDITIONS ARE AS FOLLOWS:

- UNLESS OTHERWISE NOTED BELOW, ALL WORK AUTHORIZED BY RIGHT OF WAY OCCUPANCY PERMIT NO. 6774
 AND ITS MODIFICATION(S) IS SUBJECT TO THE SPECIAL AND LIMITING CONDITIONS SET FORTH HEREIN.
- 2. PRIOR TO COMMENCEMENT OF CONSTRUCTION OR UTILIZATION OF THE DISTRICT'S RIGHT OF WAY, PERMITTEE SHALL SCHEDULE AND HOLD A PRE-CONSTRUCTION MEETING WITH THE DISTRICT'S FIELD REPRESENTATIVE LISTED ON THE FACE OF THIS PERMIT. NO WORK WITHIN THE RIGHT OF WAY SHALL BE AUTHORIZED WITHOUT FIRST HAVING A MEETING AT WHICH PERMITTEE SHALL BE REQUIRED TO OBTAIN NOTICE TO PROCEED FROM THE FIELD REPRESENTATIVE. IF REQUESTED BY THE FIELD REPRESENTATIVE, PERMITTEE SHALL PREPARE AND PRESENT THE FOLLOWING AT THE MEETING: A) COPIES OF ALL PERMITS THAT MUST BE OBTAINED PRIOR TO THE START OF CONSTRUCTION; B) CONTACT INFORMATION FOR PERMITTEE, THE CONTRACTOR AND/OR THIRD-PARTY INDEPENDENT INSPECTOR, INCLUDING TELEPHONE NUMBERS, EMAIL ADDRESSES AND PHYSICAL ADDRESSES; C) WRITTEN INVENTORY OF ALL VEHICLES AND/OR EQUIPMENT BY TYPE TO ENTER UPON THE RIGHT OF WAY; D) WRITTEN PROCEDURES FOR VACATING THE RIGHT OF WAY WITHIN 24 HOURS NOTICE FROM THE DISTRICT; AND E) CONTACT INFORMATION FOR PERSONS AND/OR VENDORS RESPONSIBLE FOR EMERGENCY VACATION FROM THE RIGHT OF WAY. PERMITTEE SHALL PROVIDE, PREPARE AND/OR PRESENT ANY OTHER DOCUMENTATION, AS MAY BE DIRECTED BY THE FIELD REPRESENTATIVE, IN PREPARATION FOR THE PRECONSTRUCTION MEETING.
- 3. IMMEDIATELY UPON COMPLETION OF THE AUTHORIZED WORK, PERMITTEE SHALL CONTACT THE DISTRICT'S FIELD REPRESENTATIVE LISTED ON THE FACE OF THIS PERMIT TO SCHEDULE A FINAL INSPECTION. PERMITTEE SHALL BE REQUIRED TO ATTEND THE FINAL INSPECTION AND PROVIDE COPIES OF ANY DELIVERABLES (E.G., CLOSED BUILDING PERMIT, CERTIFIED AS-BUILT DRAWINGS, ETC.) REQUIRED BY THIS PERMIT AT THAT TIME. PERMITTEE SHALL CORRECT ANY DEFICIENCIES IDENTIFIED DURING THE INSPECTION WITHIN THE TIMEFRAME AND IN THE MANNER DIRECTED BY THE DISTRICT'S FIELD REPRESENTATIVE.
- 4. PRIOR TO CONTACTING THE DISTRICT FOR A FINAL INSPECTION, PERMITTEE SHALL REMOVE ALL CONSTRUCTION MATERIALS AND DEBRIS FROM THE DISTRICT'S CANAL AND RIGHT OF WAY AND RESTORE THE RIGHT OF WAY TO THE SATISFACTION OF THE DISTRICT. RESTORATION MAY REQUIRE, BUT NOT BE LIMITED TO, GRADING, COMPACTION OF SOIL, PLACEMENT OF SOD, AND/OR INSTALLATION OF BANK STABLIZATION MATERIALS (E.G., RIP RAP, FILTER FABRIC CLOTH, ETC.). PERMITTEE SHALL BE SOLELY LIABLE FOR ALL COSTS ASSOCIATED WITH RESTORATION OF THE RIGHT OF WAY. ALL RESTORATIVE WORK SHALL BE PERFORMED IN COMPLIANCE WITH DISTRICT AND/OR USACE SPECIFICATIONS AND DIRECTION.
- 5. AT NO TIME SHALL THE CANAL BE BLOCKED OR FLOWS OTHERWISE RESTRICTED OR IMPEDED. THIS RESTRICTION SHALL INCLUDE, BUT NOT BE LIMITED TO, A PROHIBITION ON THE USE OF DAMS OR FILL IN THE CANAL DURING ALL PHASES OF CONSTRUCTION AND ANY SUBSEQUENT FUTURE MAINTENANCE OPERATIONS.
- 6. THE MAXIMUM HEAD LOSS OF THE COMPLETED BRIDGE INSTALLATION SHALL BE LESS THAN OR EQUAL TO ONE-TENTH FOOT (0.1').
- 7. PILES OF THE AUTHORIZED CROSSING SHALL ALIGN WITH THE PILES OF THE EXISTING, ADJACENT PILE-SUPPORTED CROSSING.
- 8. THE LOW MEMBER ELEVATION OF THE WIDENED PORTION OF THE BRIDGE SHALL BE EQUAL TO OR HIGHER THAN THE EXISTING STRUCTURE (16.02' NAVD88/17.52' NGVD29). ACCORDING TO THE PLAN DRAWINGS THE LOW MEMBER ELEVATION OF THE WIDENED PORTION OF THE BRIDGE IS SET AT 16.11' NAVD88/17.61' NGVD29.
- 9. PERMITTEE SHALL EXCAVATE THE CANAL TO THE DISTRICT'S PRE-DETERMINED DESIGN SECTION AS SHOWN ON THE CANAL CROSS-SECTION SHEETS 1-5 AND MADE PART OF THIS PERMIT. THE LIMITS OF REQUIRED EXCAVATION SHALL EXTEND 25 FEET UPSTREAM OF THE PROPOSED BRIDGE WIDENING TO A POINT 25' DOWNSTREAM OF THE EXISTING FACE OF THE BRIDGE. BEYOND THE AREA OF REQUIRED EXCAVATION, PERMITTEE SHALL PERFORM TRANSITIONAL EXCAVATION, AS NEEDED, TO PROVIDE A SMOOTH TRANSITION BETWEEN EXISTING AREAS OUTSIDE OF THE WORK AREA AND THE EXCAVATED AREAS WITHIN THE WORK AREA, AND TO ENSURE THAT NONE OF THE WORK PERFORMED WITHIN THE CANAL PRISM CAUSES EROSION, SHOALING OR OTHER ADVERSE IMPACTS TO DISTRICT OPERATIONS AND MAINTENANCE.
- EXCAVATED MATERIAL FROM THE CANAL SHALL NOT BE STOCKPILED IN THE RIGHT OF WAY. PERMITTEE SHALL REMOVE ALL EXCESS MATERIAL FROM THE RIGHT OF WAY.
- 11. PRIOR TO THE DRIVING OF THE FIRST PILE, PERMITTEE SHALL PROVIDE TO THE DISTRICT CROSS-SECTIONS PREPARED BY SURVEYOR REGISTERED IN THE STATE OF FLORIDA, VERIFYING THAT REQUIRED EXCAVATION WAS COMPLETED AND THAT THE CANAL DESIGN SECTION COMPLIES WITH DISTRICT REQUIREMENTS. THE CROSS-SECTIONS SHALL BE AT THE SAME LOCATIONS AS THOSE SUBMITTED TO DOCUMENT PRE-EXCAVATION CONDITIONS. NO DRIVING OF PILES SHALL OCCUR UNTIL THE DISTRICT HAS REVIEWED AND APPROVED THE CROSS-SECTIONS AND ISSUED WRITTEN AUTHORIZATION TO PROCEED WITH PILE DRIVING.
- 12. CROSS-SECTION DRAWINGS REQUIRED BY THIS PERMIT SHALL BE TAKEN PERPENDICULAR TO THE CENTERLINE OF THE CANAL AND INCLUDE THE ENTIRE CANAL SECTION FROM TOP OF BANK TO TOP OF BANK

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CONTINUED SPECIAL CONDITIONS ARE AS FOLLOWS:

AND EXTEND BEYOND TO THE DISTRICT'S RIGHT OF WAY LINES. CROSS-SECTIONS SHALL BE TAKEN AT 10-FOOT INTERVALS FOR THE ENTIRE WORK AREA, INCLUDING THE REQUIRED EXCAVATION AREA, TRANSITIONAL ZONES AND A MINIMUM OF 10-FEET OF THE EXISTING, UNDISTURBED CANAL (UPSTREAM AND DOWNSTREAM OF THE CROSSING). IN ADDITION, CROSS-SECTION DRAWINGS SHALL BE SUPERIMPOSED OVER THE ORIGINAL (PRE-EXCAVATED) CROSS-SECTIONS OF THE CANAL USING THE SAME HORIZONTAL/VERTICAL SCALE AND INCLUDE THE CROSS-SECTIONAL AREA BELOW THE DESIGN WATER SURFACE ELEVATION FOR BOTH EXISTING AND POST-WORK SECTIONS. ALL DRAWINGS SHALL BE COMPLETED USING NGVD 1929.

- 13. TURBIDITY BARRIERS SHALL BE PLACED WITHIN THE CANAL IF DIRECTED BY THE DISTRICT'S FIELD REPRESENTATIVE AT THE PRE-CONSTRUCTION MEETING. PERMITTEE SHALL REMOVE THE TURBIDITY BARRIERS IN COMPLIANCE WITH DIRECTION FROM THE DISTRICT WHEN OPERATION, MAINTENANCE OR EMERGENCY CONDITIONS REQUIRE SUCH REMOVAL.
- 14. FOR WORK REQUIRING THE INSTALLATION OF TURBIDITY BARRIERS OR BOOMS, PERMITTEE SHALL BE REQUIRED TO REMOVE ALL VEGETATION AND SURFACE DEBRIS CAPTURED BY SUCH DEVICES PRIOR TO THEIR REMOVAL
- 15. PRIOR TO THE INSTALLATION OF THE RIP-RAP, PERMITTEE SHALL SHAPE THE CANAL BANK WHERE THE RIP-RAP IS TO BE INSTALLED TO MATCH THE ADJACENT BANK AND COVER THE ENTIRE AREA WITH SECURED FILTER CLOTH OR AN ALTERNATIVE MATERIAL APPROVED BY THE DISTRICT.
- 16. PERMITTEE SHALL INSTALL AND MAINTAIN THE RIP-RAP IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS FOR THE WORK AUTHORIZED BY THIS PERMIT. NO MODIFICATION OF THE RIP-RAP SPECIFICATIONS IS PERMITTED UNLESS EXPRESSLY AUTHORIZED IN WRITING BY THE DISTRICT.
- 17. PERMITTEE SHALL INSTALL THE RIP-RAP AND FILTER FABRIC FROM THE TOP OF BANK TO THE TOE OF THE SLOPE AND EXTENDING UPSTREAM AND DOWNSTREAM FOR THE ENTIRE PROJECT LIMITS IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS FOR THE WORK AUTHORIZED BY THIS PERMIT.
- 18. THE DISTRICT'S FIELD REPRESENTATIVE SHALL HAVE SOLE AUTHORITY TO DETERMINE WHETHER PERMITTEE'S METHODS OF CONSTRUCTION, INTERIM WORK, CONSTRUCTION ACTIVITY OR USE OF THE RIGHT OF WAY IS IN CONFORMANCE WITH THE PERMIT AUTHORIZATION, INCLUDING TERMS AND CONDITIONS, THE APPLICATION, RESPONSES OR STATEMENTS MADE BY PERMITTEE DURING APPLICATION PROCESSING, AND SUPPORTING DOCUMENTS INCORPORATED INTO THE PERMIT FILE. IF THE DISTRICT'S FIELD REPRESENTATIVE DETERMINES THAT PERMITTEE'S ACTIVITIES ARE NOT IN CONFORMANCE, HE/SHE SHALL ISSUE A STOP WORK ORDER TO PERMITTEE UNTIL SUCH NONCONFORMANCE HAS BEEN RESOLVED TO THE SATISFACTION OF THE DISTRICT. IF PERMITTEE CHOOSES TO PROCEED WITH THE WORK AUTHORIZED BY THIS PERMIT, PERMITTEE ACKNOWLEDGES THIS CONDITION AND AGREES TO CEASE ALL ACTIVITY IN THE DISTRICT'S RIGHT OF WAY IMMEDIATELY UPON RECEIPT OF THE STOP WORK ORDER.
- 19. PERMITTEE SHALL MAKE PROSPECTIVE BIDDERS AWARE OF THE TERMS AND CONDITIONS OF THIS PERMIT. PERMITTEE SHALL BE RESPONSIBLE FOR ALL ACTIONS OF ITS CONTRACTORS AND AGENTS AND TO ENSURE THAT PARTIES ACTING ON BEHALF OF PERMITTEE COMPLY WITH THE TERMS AND CONDITIONS OF THIS PERMIT.
- 20. WITHIN 30 DAYS OF COMPLETION (OR WITHIN 30 DAYS OF PERMIT ISSUANCE IF THE WORK WAS COMPLETED PRIOR TO THE ISSUANCE OF THE PERMIT), PERMITTEE SHALL SUBMIT TO THE DISTRICT ONE ELECTRONIC AND ONE HARD COPY OF THE REQUIRED DOCUMENTATION CONSISTING OF A CERTIFICATION AND AS-BUILT DRAWING FROM THE ENGINEER OF RECORD. SUCH DOCUMENTATION SHALL INCLUDE THE GPS LOCATION OF THE WORK AND THE DATE THE WORK WAS COMPLETED AND CONFIRM THAT THE WORK WAS PERFORMED IN COMPLIANCE WITH PERMIT CONDITIONS AND ANY OTHER APPLICABLE DISTRICT SPECIFICATIONS. THE DOCUMENTATION MUST BE SUBMITTED TO THE FIELD REPRESENTATIVE WHOSE NAME APPEARS ON THE FACE OF THIS PERMIT. PERMITTEE SHALL BE REQUIRED TO COMPLY WITH ANY REQUESTS OR REQUIREMENTS FOR DOCUMENTATION OF THE COMPLETED WORK.
- 21. PERMITTEE SHALL NEITHER CONSTRUCT, INSTALL OR PLACE ADDITIONAL IMPROVEMENTS WITHIN THE DISTRICT'S RIGHT OF WAY, NOR USE THE RIGHT OF WAY FOR ANY ACTIVITY (UNLESS EXPRESSLY AUTHORIZED BY THIS PERMIT) WITHOUT FIRST HAVING OBTAINED A MODIFICATION OF THIS PERMIT.
- 22. THIS PERMIT SHALL NOT BECOME VALID UNTIL ALL OTHER REQUIRED SOUTH FLORIDA WATER MANAGEMENT DISTRICT, LOCAL, COUNTY AND/OR STATE PERMITS OR OTHER AFFECTED PARTIES' APPROVALS HAVE BEEN OBTAINED. IF THERE IS A CONFLICT BETWEEN THE WORK AUTHORIZED BY THIS PERMIT AND A PERMIT OBTAINED FROM A DIFFERENT PUBLIC OR PRIVATE ENTITY, THE TERMS AND CONDITIONS OF THIS PERMIT SHALL PREVAIL AND HAVE SUPERIORITY.
- 23. A COPY OF THE PERMIT PACKAGE WILL BE KEPT AT THE JOB SITE UNTIL COMPLETION OF ALL PHASES OF CONSTRUCTION AND APPROVAL OF THE FINAL INSPECTION.
- 24. IF THE IMPROVEMENTS, WORK AND/OR USE AUTHORIZED BY THIS PERMIT (EITHER DURING CONSTRUCTION OR FOLLOWING COMPLETION) RESULT IN ANY DAMAGE TO THE DISTRICT'S RIGHT OF WAY (E.G., SHOALING,

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CONTINUED SPECIAL CONDITIONS ARE AS FOLLOWS:

EROSION OR WASH-OUT OF ANY AREA IN THE RIGHT OF WAY), DISTRICT FACILITIES AND/OR ANY OTHER FACILITIES (AUTHORIZED OR UNAUTHORIZED), PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR REPAIRING SUCH DAMAGE. IN ADVANCE OF PERFORMING ANY REPAIRS, PERMITTEE SHALL CONSULT WITH THE DISTRICT TO DETERMINE THE APPLICABLE DISTRICT PROCESSES AND REQUIREMENTS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, FILING AN APPLICATION FOR A RIGHT OF WAY OCCUPANCY PERMIT TO SECURE AUTHORIZATION TO PERFORM SUCH WORK. PERMITTEE SHALL BE RESPONSIBLE FOR ALL COSTS AND LIABILITY RESULTING FROM SUCH DAMAGE.

- 25. THE DISTRICT SHALL NOT BE LIABLE FOR ANY DAMAGE OR LOSS TO ANY IMPROVEMENTS AND/OR RELATED APPURTENANCES AUTHORIZED BY THIS PERMIT RESULTING FROM DISTRICT USE, OPERATION (E.G., GATE, PUMPING AND STRUCTURE OPERATIONS, WATER LEVEL MANAGEMENT, WATER FLOWS, FLUCTUATIONS AND OPERATIONS OF ITS STRUCTURES), ACTIVITY AND/OR MAINTENANCE OF OR IN ITS RIGHTS OF WAY OR OTHER WORKS OF THE DISTRICT.
- 26. IF STORM, HURRICANE OR EMERGENCY CIRCUMSTANCES DEVELOP, THE DISTRICT IS AUTHORIZED, AT ITS SOLE DISCRETION, TO TEMPORARILY OR PERMANENTLY SUSPEND OR TERMINATE THE AUTHORIZED USE. IN SUCH EVENT, THE DISTRICT WILL CONTACT PERMITTEE TO PROVIDE DIRECTION WHICH MAY INCLUDE, BUT IS NOT LIMITED TO, VACATING THE RIGHT OF WAY, REMOVING AND/OR SECURING EQUIPMENT AND/OR MATERIALS FROM THE RIGHT OF WAY, OR PERFORMING WORK TO ENSURE THAT THE RIGHT OF WAY IS SUFFICIENTLY RESTORED TO ACCOMMODATE DISTRICT OPERATIONS AND MAINTENANCE ACTIVITIES. PERMITTEE, INCLUDING ALL PERSONS, VENDORS, SUB-CONTRACTORS OR AGENTS OF PERMITTEE, SHALL BE REQUIRED TO COMPLY WITH DISTRICT DIRECTION. THE DISTRICT RESERVES THE RIGHT TO TERMINATE THE AUTHORIZED USE IF PERMITTEE FAILS TO MAKE SURE THAT ALL PARTIES COMPLY WITH THIS CONDITION.
- 27. PERMITTEE SHALL NOT STOCKPILE SOIL, MATERIALS OR DEBRIS IN THE RIGHT OF WAY. SUCH MATERIALS SHALL BE REMOVED FROM THE RIGHT OF WAY UNLESS OTHERWISE SET FORTH BY THE CONDITIONS OF THIS PERMIT. PERMITTEE SHALL EXERCISE BEST MANAGEMENT PRACTICES TO PREVENT EROSION OR SOILS FROM ENTERING THE CANAL DURING THE AUTHORIZED WORK, INCLUDING, BUT NOT LIMITED TO, THE TEMPORARY INSTALLATION OF SILT FENCE OR OTHER MEANS OF CONTAINMENT ACCEPTABLE TO THE DISTRICT.
- 28. THE DISTRICT'S REVIEW OF PERMITTEE'S PLANS IS LIMITED TO DETERMINING WHETHER THE PROPOSED WORK WILL IMPACT THE DISTRICT'S OPERATIONS AND MAINTENANCE OF ITS RIGHTS OF WAY OR FLOOD CONTROL SYSTEM. ISSUANCE OF THIS PERMIT BY THE DISTRICT SHALL NOT BE CONSTRUED BY PERMITTEE OR ANY OTHER PARTY AS APPROVAL BY THE DISTRICT OF THE DESIGN, ENGINEERING OR CONSTRUCTION OF THE PROPOSED IMPROVEMENTS. PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR ENSURING THAT THE PROPOSED WORK IS DESIGNED, ENGINEERED AND CONSTRUCTED TO SERVE ITS INTENDED PURPOSE.
- 29. PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR PERFORMING REGULAR AND ROUTINE INSPECTIONS OF THE IMPROVEMENTS AUTHORIZED BY THIS PERMIT AND CORRECTING ANY DEFICIENCIES IDENTIFIED BY SUCH INSPECTIONS TO ENSURE THAT THE IMPROVEMENTS CONTINUE TO COMPLY WITH THE PERMIT AND PERFORM, AS NEEDED, TO PROTECT PUBLIC HEALTH, SAFETY AND WELFARE.
- 30. PERMITTEE IS ADVISED THAT THE DISTRICT HAS NO CONTROL OVER THE SALE OR TRANSFER OF REAL OR PERSONAL PROPERTY. IT IS THE SOLE OBLIGATION OF PERMITTEE TO DISCLOSE TO PROSPECTIVE PURCHASERS THE EXISTENCE OF THIS PERMIT, AND THE TERMS AND CONDITIONS CONTAINED HEREIN. BECAUSE THIS PERMIT IS A REVOCABLE LICENSE THAT DOES NOT ATTACH TO THE LAND, PERMITTEE CONTINUES TO BE OBLIGATED TO COMPLY WITH THIS PERMIT EVEN IF PERMITTEE SELLS OR TRANSFERS THE REAL PROPERTY ADJACENT TO OR ENCUMBERED BY DISTRICT RIGHT OF WAY. ACCORDINGLY, IT IS RECOMMENDED THAT PERMITTEE ENSURE THAT THIS PERMIT IS TRANSFERRED TO A NEW OWNER IN CONJUCTION WITH ANY SALE OR TRANSFER OF THE SUBJECT REAL PROPERTY. (APPLIES TO DOCKS, SHEDS, FENCES, BANK STABILIZATION, BULKHEADS AND SEAWALLS, STRUCTURES MISCELLANEOUS, LANDSCAPING, FLAT WORK, OTHER HOMEOWNER OR PRIVATE BUSINESS IMPROVEMENTS)
- 31. THE WORK OR USE AUTHORIZED BY THIS PERMIT SHALL BE COMPLETED BY FEBRUARY 28, 2023 UNLESS OTHERWISE EXTENDED BY THE DISTRICT IN WRITING. IF PERMITTEE REQUIRES AN EXTENSION OF THE WORK EXPIRATION DATE, PERMITTEE SHALL SUBMIT A REQUEST FOR AN EXTENSION IN THE MANNER AND FORM, AS DIRECTED BY THE DISTRICT. THE DISTRICT RESERVES THE RIGHT TO APPROVE, APPROVE WITH CONDITIONS OR DENY PERMITTEE'S REQUEST.

END.

40E-6.381. Limiting Conditions.

The District's authorization to utilize lands and other works constitutes a revocable license (including both notice general permits and standard permits). In consideration for receipt of that license, Permittees shall agree to be bound by the following standard limiting conditions, which shall be included within all permits issued pursuant to this chapter:

- (1) All structures on District works for lands constructed by Permittee shall remain the property of Permittee, who shall be solely responsible for ensuring that such structures and other uses remain in good and safe condition. Permittees are advised that other federal, state and local safety standards may govern the occupancy and use of the District's lands and works. The District assumes no duty with regard to ensuring that such uses are so maintained and assumes no liability with regard to injuries caused to others by any such failure.
- (2) Permittee solely acknowledges and accepts the duty and all associated responsibilities to incorporate safety features, which meet applicable engineering practice and accepted industry standards, into the design, construction, operation and continued maintenance of the permitted facilities/authorized use. This duty shall include, but not be limited to, Permittee's consideration of the District's regulation and potential fluctuation, without notice, of water levels in canals and works, as well as the Permittee's consideration of upgrades and modifications to the permitted facilities/authorized use which may be necessary to meet any future changes to applicable engineering practice and accepted industry standards. Permittee acknowledges that the District's review and issuance of this permit, including, but not limited to, any field inspections performed by the District, does not in any way consider or ensure that the permitted facilities/authorized use is planned, designed, engineered, constructed, or will be operated, maintained or modified so as to meet applicable engineering practice and accepted industry standards, or otherwise provide any safety protections. Permittee further acknowledges that any inquiries, discussions, or representations, whether verbal or written, by or with any District staff or representative during the permit review and issuance process, including, but not limited to, any field inspections, shall not in any way be relied upon by Permittee as the District's assumption of any duty to incorporate safety features, as set forth above, and shall also not be relied upon by Permittee in order to meet Permittee's duty to incorporate safety features, as set forth above.
- (3) Permittee agrees to abide by all of the terms and conditions of this permit, including any representations made on the permit application and related documents. This permit shall be subject to the requirements of Chapter 373, F.S., and Chapter 40E-6, F.A.C., including all subsequent rule and criteria revisions. Permittee agrees to pay all removal and restoration costs, investigative costs, court costs and reasonable attorney's fees, including appeals, resulting from any action taken by the District to obtain compliance with the conditions of the permit or removal of the permitted use. If District legal action is taken by staff counsel, "reasonable attorney's fees" is understood to mean the fair market value of the services provided, based upon what a private attorney would charge.
- (4) This permit does not create any vested rights, and except for governmental entities and utilities, is revocable at will upon reasonable prior written notice. Permittee bears all risk of loss as to monies expended in furtherance of the permitted use. Upon revocation, the Permittee shall promptly modify, relocate or remove the permitted use and properly restore the right of way to the District's satisfaction. In the event of failure to so comply within the specified time, the District may remove the permitted use and Permittee shall be responsible for all removal and restoration costs.
- (5) This permit does not convey any property rights nor any rights or privileges other than those specified herein and this permit shall not, in any way, be construed as an abandonment or any other such impairment or disposition of the District's property rights. The District approves the

- (13) The District has the right to change, regulate, limit, schedule, or suspend discharges into, or withdrawals from, works of the District in accordance with criteria established by the Big Cypress Basin, the District, or the U.S. Army Corps of Engineers for the works of the District.
- (14) If the use involves the construction of facilities for a non exempt water withdrawal or surface water discharge, the applicant must apply for and obtain a water use or surface water management permit before or concurrently with any activities which may be conducted pursuant to the right of way occupancy permit.
- (15) The District shall notify the local ad valorem taxing authority of the lands affected by the permitted use, where the Permittee owns the underlying fee and derives a substantial benefit from the permitted use. The taxing authority may reinstate such lands on the tax roll. Failure to pay all taxes in a timely manner shall result in permit revocation. Such permit revocation shall not alleviate the responsibility of the Permittee to pay all taxes due and payable.
- (16) Permittee shall provide prior written notice to their successors in title of the permit and its terms and conditions.
- (17) Permittee authorizes the District to record a Notice of Permit through filing the appropriate notice in the public records of the county or counties where the project is. Governmental entities and utilities are not subject to this provision.
- (18) Permittee shall be responsible for the repair or replacement of any existing facilities located within the District's right of way which are damaged as a result of the installation or maintenance of the authorized facility.
- (19) All obligations under the terms of this permit authorization and any subsequent modifications hereto shall be joint and several as to all owners.
- (20) It is the responsibility of the Permittee to make prospective bidders aware of the terms and conditions of this permit. It shall be the responsibility of the Permittee's contractors to understand the terms and conditions of this permit and govern themselves accordingly.
- (21) It is the responsibility of the Permittee to bring to the attention of the District any conflict in the permit authorization or permit conditions in order that they may be resolved prior to the start of construction. In resolving such conflicts the District's determination will be final.
- (22) Special Conditions that are site specific shall be incorporated into every Permit as may be necessary in the best interest of the District.
- (23) The District is not responsible for the repair of or claims of damage to any facilities and uses which may incur damage resulting from the District's utilization of its rights of way or use by third parties. Improvements placed within the right of way are done so at the sole risk of the owner.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.085(1), 373.086, 373.103, 373.109, 373.129, 373.1395, 373.603, 373.609, 373.613 FS. History--New 9-3-81, Formerly 16K-5.01(2), 16K-5.02(2), 16K-5.03(2), 16K-5.04(4), 16K-5.05, Amended 5-30-82, 12-29-86, 12-24-91, 9-15-99, 8-12-13.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Application to the South Florida Water Management District for Issuance of a Right of Way Occupancy Permit

3301 Gun Club Road, West Palm Beach, FL 33406-3007 Telephone (561) 686-8800 FL WATS Line 1-800-432-2045

Attention: Right of Way Permitting

Application No.

20-0625-1M

Permittee/Owner(s) Full Name (include all Performed Department of Transportation		guez, P.E.						
Email Address Ruben.Rodriguez@dot.state.fl.us								
Street Address 3400 West Commercial Boulevard	City Fort Lauderdale	State FL	ZIP 33309	Telephone No. 954-777-4461				
Agents' Name (if applicable) Alex Vazquez, P.E.								
Email Address avazquez@bcceng.com								
Street Address 6401 SW 87th Avenue	City Miami	State FL	ZIP 33173	Telephone No. 305-670-2350				
REQUESTED USE	_							
	odification of Existing Permit (Per		774					
Proposed Ex	isting	Both						
LOCATION OF PROJECT (Note: Copy of recent property/boundary sur	vey and aerial map of property tie	ed to a well-known i	andmark must be	provided)				
Work or Land (canal or levee) Involved L-21 Canal (Bolles Canal)	County Palm Beach		Section 2,35	Township 45/44 South	Range 36	East		
Lot No. Block No.	Subdivision Name		h					
DESCRIPTION OF PROJECT (Note: Check all uses/facilities that apply)								
☑ Bridge ☐ E	Bulkhead/Seawall	Culvert		Dock				
Fencing Landscaping Landscapin								
The project includes roadway and o	Irainage improvements ald	ng 13.2-miles o	of SR 25/US 27	//Okeechobee F	Road, fro	om		
M.P. 12.626 to M.P. 25.854 in north	•	nty. Widening o	of the bridge ov	er Bolles Cana	l is prop	osed		
on the west side of US-27 (southbound). Please refer to the attachments for more information.								
SEP 3 0 2020								
RIGHT OF WAY								

40E-6.381 LIMITING CONDITIONS

The District's authorization to utilize lands and other works constitutes a revocable license (including both notice general permits and standard permits). In consideration for receipt of that license, permittees shall agree to be bound by the following standard limiting conditions, which shall be included within all permits issued pursuant to this chapter:

- 1) All structures on District works or lands constructed by permittee shall remain the property of permittee, who shall be solely responsible for ensuring that such structures and other uses remain in good and safe condition. Permittees are advised that other federal, state and local safety standards may govern the occupancy and use of the District's lands and works. The District assumes no duty with regard to ensuring that such uses are so maintained and assumes no liability with regard to injuries caused to others by any such failure.
- Permittee solely acknowledges and accepted industry standards, into the design, construction, operation and continued maintenance of the permitted facilities/authorized use. This duty shall include, but not be limited to, permittee's consideration of the District's regulation and potential fluctuation, without notice, of water levels in canals and works, as well as the permittee's consideration of upgrades and modifications to the permitted facilities/authorized use which may be necessary to meet any future changes to applicable engineering practice and accepted industry standards. Permittee acknowledges that the District's review and issuance of this permit, including, but not limited to, any field inspections performed by the District, does not in any way consider or ensure that the permitted facilities/authorized use is planned, designed, engineered, constructed, or will be operated, maintained or modified so as to meet applicable engineering practice and accepted industry standards, or otherwise provide any safety protections. Permittee further acknowledges that any inquiries, discussions, or representations, whether verbal or written, by or with any District staff or representative during the permit review and issuance process, including, but not limited to, any field inspections, shall not in any way be relied upon by permittee as the District's assumption of any duty to incorporate safety features, as set forth above, and shall also not be relied upon by permittee in order to meet permittee's duty to incorporate safety features, as set forth above.
- 3) Permittee agrees to abide by all of the terms and conditions of this permit, including any representations made on the permit application and related documents. This permit shall be subject to the requirements of Chapter 373, F.S., and Chapter 40E-6, F.A.C., including all subsequent rule and criteria revisions. Permittee agrees to pay all removal and restoration costs, investigative costs, court costs and reasonable attorney's fees, including appeals, resulting from any action taken by the District to obtain compliance with the conditions of the permit or removal of the permitted use. If District legal action is taken by staff counsel, "reasonable attorney's fees" is understood to mean the fair market value of the services provided, based upon what a private attorney would charge.
- 4) This permit does not create any vested rights, and except for governmental entities and utilities, is revocable at will upon reasonable prior written notice. Permittee bears all risk of loss as to monies expended in furtherance of the permitted use. Upon revocation, the permittee shall promptly modify, relocate or remove the permitted use and properly restore the right of way to the District's satisfaction. In the event of failure to so comply within the specified time, the District may remove the permitted use and permittee shall be responsible for all removal and restoration costs.
- 5) This permit does not convey any property rights nor any rights or privileges other than those specified herein and this permit shall not, in any way, be construed as an abandonment or any other such impairment or disposition of the District's property rights. The District approves the permitted use only to the extent of its interest in the works of the District. Permittee shall obtain all other necessary federal, state, local, special district and private authorizations prior to the start of any construction or alteration authorized by the permit. Permittee shall comply with any more stringent conditions or provisions which may be set forth in other required permits or other authorizations. The District, however, assumes no duty to ensure that any such authorizations have been obtained or to protect the legal rights of the underlying fee owner, in those instances where the District owns less than fee.
- 6) Unless specifically prohibited or limited by statute, Permittee agrees to indemnify, defend and save the District (which used herein includes the District and its past, present and/or future employees, agents, representatives, officers and/or Governing Board members and any of their successors and assigns) from and against any and all lawsuits, actions, claims, demands, losses, expenses, costs, attorney's fees (including but not limited to the fair market value of the District's in-house attorneys' fees based upon private attorneys' fees/rates), judgments and liabilities which arise from or may be related to the ownership, construction, maintenance or operation of the permitted use or the possession, utilization, maintenance, occupancy or ingress and egress of the District's right of way which arise directly or indirectly and are caused in whole or in part by the acts, omissions or negligence of the Permittee or of third parties. Permittee agrees to provide legal counsel acceptable to the District if requested for the defense of any such claims.
 - The District does not waive sovereign immunity in any respect.
- 8) The permittee shall not engage in any activity regarding the permitted use which interferes with the construction, alteration, maintenance or operation of the works of the District, including:
 - a) discharge of debris or aquatic weeds into the works of the District;
 - b) causing erosion or shoaling within the works of the District;
- c) planting trees or shrubs or erecting structures which limit or prohibit access by District equipment and vehicles, except as may be authorized by the permit. Permittee shall be responsible for any costs incurred by the District resulting from any such interference, as set forth in (a), (b), and (c), above.

Permittee shall be responsible for any costs incurred by the District resulting from any such interference, as set forth in a), b), and c), above;

- d) leaving construction or other debris on the District's right of way or waterway;
- e) damaging District berms and levees;

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- f) the removal of District owned spoil material;
- g) removal of or damage to District locks, gates, and fencing;
- h) opening of District rights of way to unauthorized vehicular access; or
- i) running or allowing livestock on the District's right of way.
- 9) The District is not responsible for any personal injury or property damage which may directly or indirectly result from the use of water from the District's canal or any activities which may include use or contact with water from the District's canal, since the District periodically sprays its canals for aquatic weed control purposes and uses substances which may be harmful to human health or plant life.
 - 10) Permittee shall allow the District to inspect the permitted use at any reasonable time.
- 11) Permittee shall allow, without charge or any interference, the District, its employees, agents, and contractors, to utilize the permitted facilities before, during and after construction for the purpose of conducting the District's, routine and emergency, canal operation, maintenance, and construction activities. To the extent there is any conflicting use, the District's use shall have priority over the permittee's use.
- 12) This permit is a non-exclusive revocable license. Permittee shall not interfere with any other existing or future permitted uses or facilities authorized by the District.
- 13) The District has the right to change, regulate, limit, schedule, or suspend discharges into, or withdrawals from, works of the District in accordance with criteria established by the Big Cypress Basin, the District, or the U. S. Army Corps of Engineers for the works of the District.
- 14) If the use involves the construction of facilities for a non-exempt water withdrawal or surface water discharge, the applicant must apply for and obtain a water use or surface water management permit before or concurrently with any activities which may be conducted pursuant to the right of way occupancy permit.
- 15) The District shall notify the local ad valorem taxing authority of the lands affected by the permitted use, where the permittee owns the underlying fee and derives a substantial benefit from the permitted use. The taxing authority may reinstate such lands on the tax roll. Failure to pay all taxes in a timely manner shall result in permit revocation. Such permit revocation shall not alleviate the responsibility of the permittee to pay all taxes due and payable.
 - 16) Permittee shall provide prior written notice to their successors in title of the permit and its terms and conditions.
- 17) Permittee authorizes the District to record a Notice of Permit through filing the appropriate notice in the public records of the county or counties where the project is located. Governmental entities and utilities are not subject to this provision.
- 18) Permittee shall be responsible for the repair or replacement of any existing facilities located within the District's right of way which are damaged as a result of the installation or maintenance of the authorized facility.
- 19) All obligations under the terms of this permit authorization and any subsequent modifications hereto shall be joint and several as to all owners.
- 20) It is the responsibility of the permittee to make prospective bidders aware of the terms and conditions of this permit. It shall be the responsibility of the permittee's contractors to understand the terms and conditions of this permit and govern themselves accordingly.
- 21) It is the responsibility of the permittee to bring to the attention of the District any conflict in the permit authorization or permit conditions in order that they may be resolved prior to the start of construction. In resolving such conflicts the District's determination will be final.
- 22) Special Conditions that are site specific shall be incorporated into every permit as may be necessary in the best interest of the District.
- 23) The District is not responsible for the repair of or claims of damage to any facilities and uses which may incur damage resulting from the District's utilization of its rights of way or use by third parties. Improvements placed within the right of way are done so at the sole risk of the owner.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.085(1), 373.086, 373.103, 373.109, 373.129, 373.1395, 373.603, 373.609, 373.613 FS. History—New 9-3-81, Formerly 16K-5.01(2), 16K-5.02(2), 16K-5.03(2), 16K-5.04(4), 16K-5.05, Amended 5-30-82, 12-29-86, 12-24-91, 9-15-99

In compliance with provisions of Chapter 373, Florida Statutes and Chapter 40E-6, Florida Administrative Code, application is hereby made for a Right of Way Occupancy Permit in accordance with support drawings, data and incidental information filed with this application and made a part of this application. I hereby certify that all information contained in or made a part hereof is true and correct to the best of my knowledge, that any permit issued shall require that the permitted use be constructed and operated in accordance with such information.

I further certify that I have read the Standard Limiting Conditions appearing on this application and understand that said conditions will be incorporated within any permit issued pursuant to the application, unless expressly waived by the Governing Board. I further acknowledge that the SFWMD may incorporate additional special conditions as may be necessary in the best interest of the District.

In signing this application, I acknowledge that failure to comply with all conditions of this permit may result in permit revocation, financial assurance or bond forfeiture, and remedial action against me by the SFWMD. I assume full responsibility for the actions of all my employees, agents and persons, whether under direct contractual obligation to me or indirectly, with respect to compliance with the conditions and limitations contained within this application or within a permit issued as a result of this application.

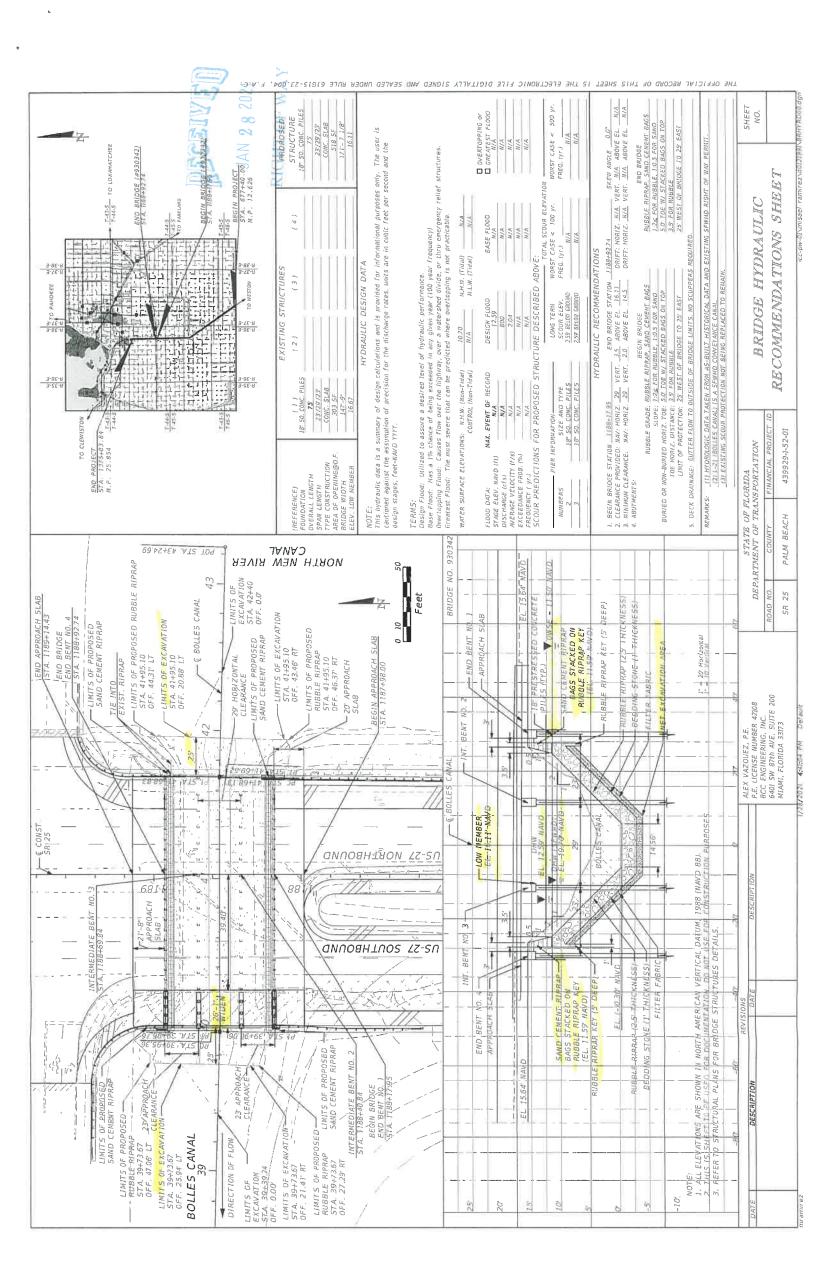
NOTE: Either Permittee/Owner - or - Agent can sign

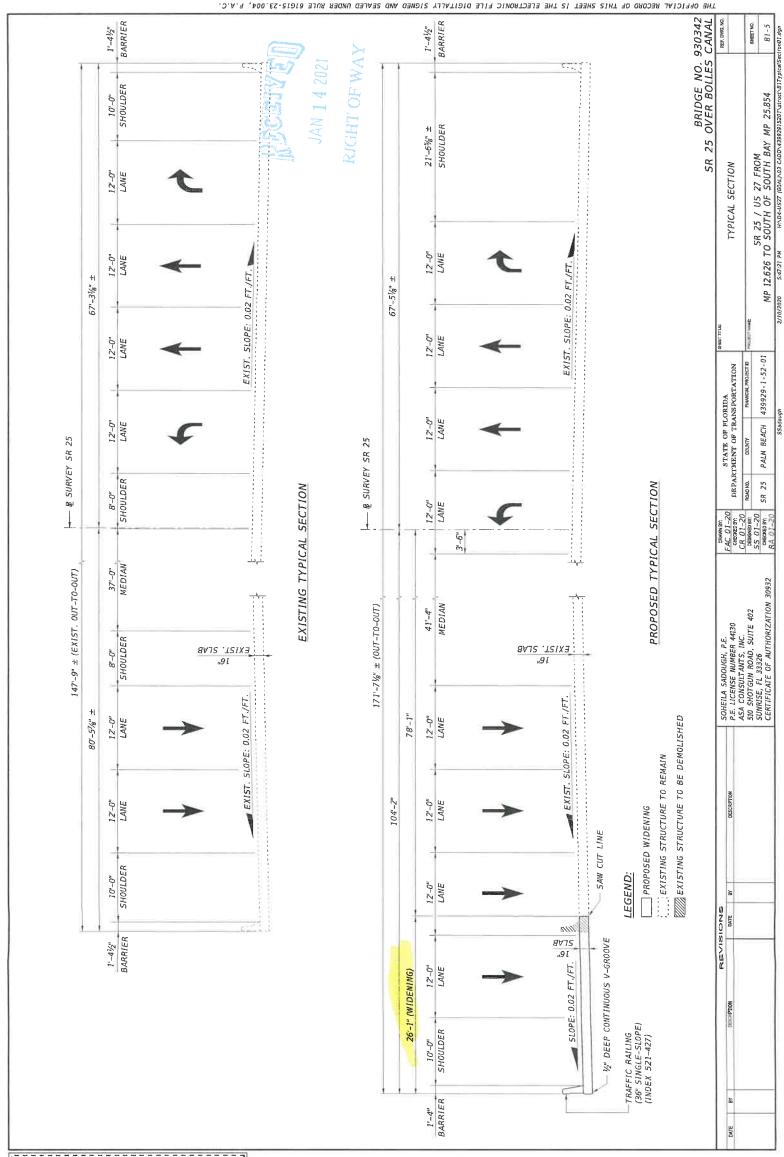
Ruben Rodriguez, P.E.				
Permittee/Owner's Name (print or type)	Permittee/Owner's Name (s	Permittee/Owner's Name (sign)		
Alex Vazquez, P.E.	Alexis Vazquez	Digitally signed by Alexis Vazquez Date: 2020.07.17 17:20:41 -04'00'	07/17/2020	
Agent Name (print or type)	Agent Name (sign)		Date	

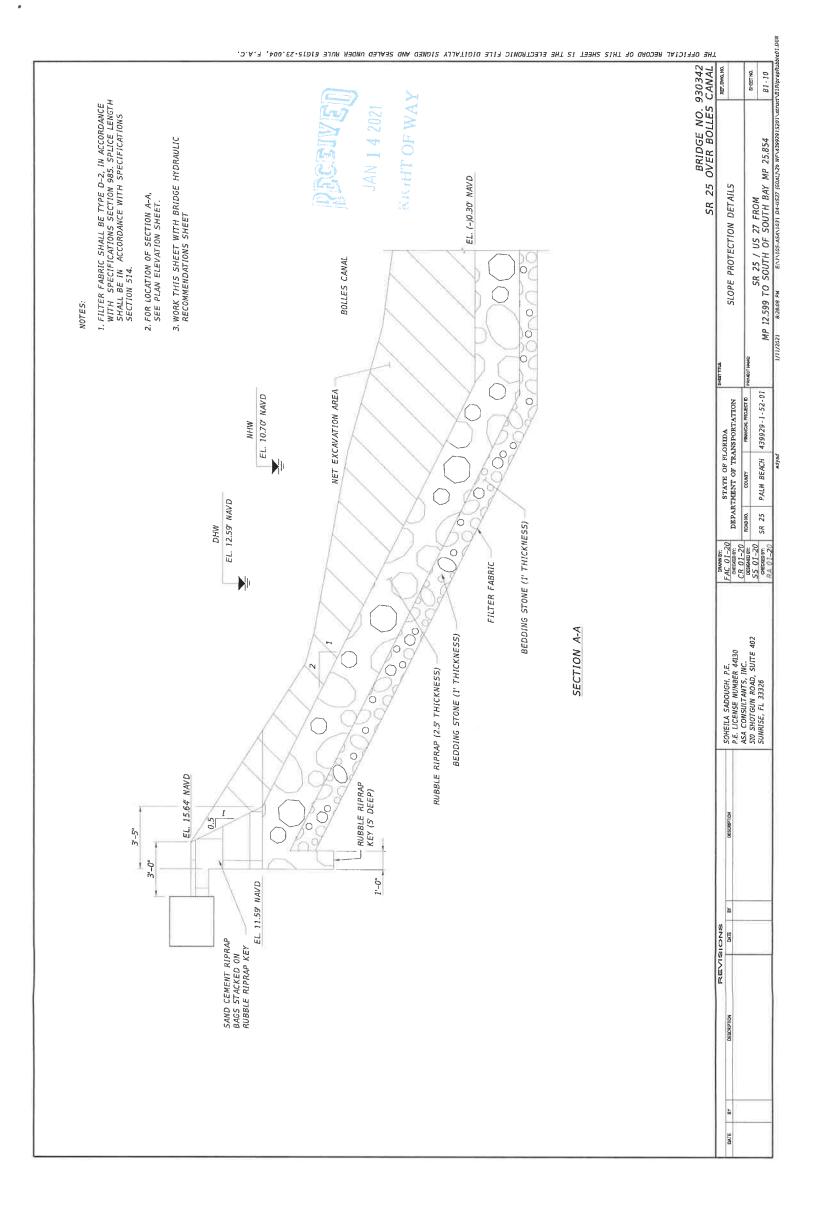
Please be sure the following accompany the submittal of your application:

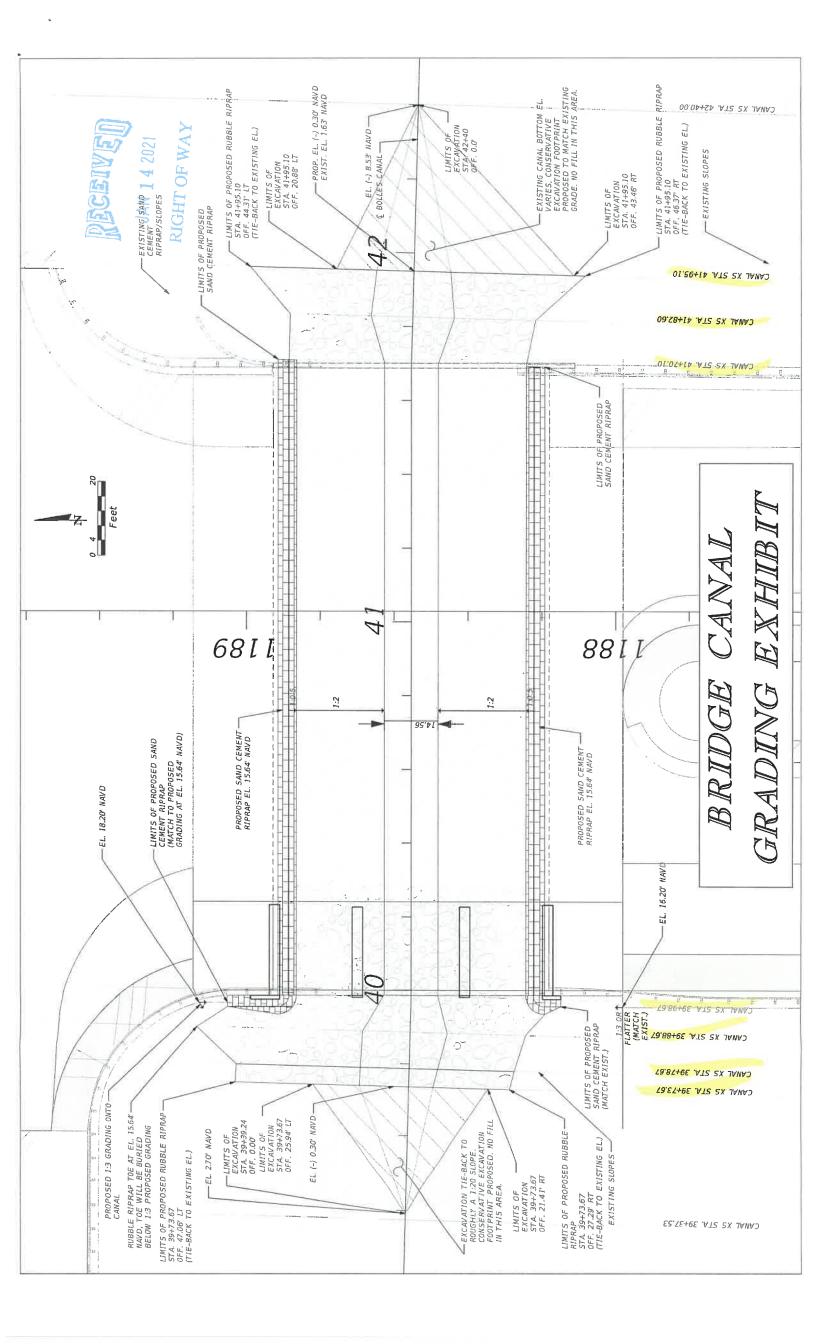
Application Processing Fee (if applicable)
8 ½" x 11" Drawings describing the use or facilities
All other information as outlined in the Criteria Manual
Submit the original application package and 3 duplicates

SHEET NO. PROJECT AERIAL MAP SFILES \$DATE\$ STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
ROAD NO. COUNTY FINANCIAL PROJECT ID 439929-1-52-01 PALM BEACH SR 25 REVISIONS DATE DATE

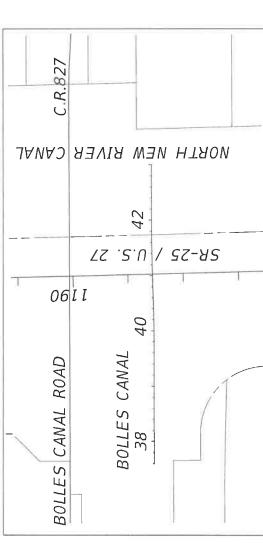








SFWMD CANAL (BOLLES CANAL) AT S.R. 25 / U.S. HIGHWAY 27 SPECIFIC PURPOSE SURVEY



NOT TO SCALE

RIGHT OF WAY

BEACH COUNTY, FLORIDA LOCATION SKETCH PALM

NOT TO SCALE

LEGEND

FINANCIAL PROJECT IDENTIFICATION POINT OF TANGENCY POINT OF REVERSE CURVATURE PROJECT NETWORK CONTROL POINT OF INTERSECTION POINT ON TANGENT POINT OF CURVATURE FLORIDA DEPARTMENT OF TRANSPORTATION NOT APPLICABLE STATE ROAD NORTHING BASELINE TANGENT EASTING DEGREE LENGTH NUMBER RADIUS DELTA FDOT = PC PT PRC PNC FPID S.R. LB STA. TWP. RGE. N/A Ö. F.

THE PROJECT CONTROL POINTS WERE SET USING STATIC GPS WITH THE FOLLOWING F.P.R.N. CONTROL POINTS CONVERTED FROM (NAD) 1983 / 2011 ADJUSTMENT COORDINATES TO (NAD) 1983 / 1990 NAD STMENT COORDINATES USING THE SHIFT C PROGRAM: GLADES (GAAD), BOCA (BOCA), & DAVIE (FILD).

VERTICAL DATUM : NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88)
THE CONTROL BENCHMARK USED WERE FROM THE NATIONAL GEODETIC SURVEY
POINTS: L 20-2(PID-JA3497), & Z 413(PID-JA08268)

BEARINGS AND COORDINATES ARE RELATIVE TO THE STATE PLANE COORDINATES, FLORIDS ASTA ZONE, NORTH AMERICAN DATUM (NAD) OF 1983 (ADJUSTINATO OF 1990) A BEARING OF N 35°00'10" W HAS BEEN ESTABLISHED BETWEEN MONUMENTS BLC10O STAMPED "SRZ5/93/18/C100" AND BLC101 STAMPED "SRZ5/93/18/C101".

SURVEYORS NOTES:

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Manuel G Vera Digitally signed by Manuel G Vera Date: 2021,01,13 16:44:23 -05'00'

MANUEL G. VERA G. ASSOCIATES, INC. 113960 S.W. 4TH STREET WIMM!, FL. 33175–3816 CHTHOROLETATON: LB2439 CERTIFICATE OF RECORD: MANUEL G. VERA, JR., PSM 5291 SUNYEVOR OF RECORD:

THE ABOVE NAMED PROFESSIONAL SURVEYOR & MAPPER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 51-17.062, F.A.C. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC DOCUMENTS. No.5291

No.5291

No.5291

No.5291

FLORIDA

Total

I HEREBY CERTIFY THIS SPECIFIC PURPOSE SURVEY WAS MADE FOR THE PURPOSE OF SURVEYING. THE CANAL FACILITY DEPICTED HEREON AND THAT SAID SURVEY WAS DONE UNDER MY REFERENCING, DESCRIBING AND MAPPING THE CANAL CROSS SECTIONS FOR HONAL SURVEYOR WILLIAM

RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD

LICENSED BUSINESS

TOWNSHIP PNC POINT

RANGE

THIS SPECIFIC PURPOSE SURVEY CONSISTS OF 6 SHEETS (1 THRU 6). THIS SHEET IS NOT CONSIDERED VALID WITHOUT THE OTHER REMAINING SHEETS

ELECTRONIC DATABASE: Job25.gpk, SURVRD01.dgn, MGV 18676

FIELD BOOK REFERENCES: FDOT 4320076 PROJECT UNITS: US SURVEY FEET

DATE OF LAST FIELD WORK: FEBRUARY 7, 2019

STATION

OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5 J 17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472,027 FLORIDA STATUTES, THIS MAP CONSISTING OF SHEETS 1 THRU 6 IS A TRUE, ACCURATE AND COMPLETE DEPICTION OF THE RESULTS OF A FIELD SURVEY PERFORMED UNDER MY DIRECTION AND COMPLETED ON 02-07-2019

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PALM BEACH ROAD NO. SR 25 MANUEL G. VERA & ASSOCIATES, INC. ENGINEERS SURVEYORS MAPPERS 13960 S.W. 47th STREET
MIAMI, R. 33175-3616
TEL: (305) Z21-6210 FAX: (305) Z21-1295
CERTIFICATE OF AUTHORIZATION: LB2439 1/13/2021 4:43:01 PM Rdxsrd shg MANUEL G. VERA , JR. PSM 5291 DESCRIPTION

CANAL CROSS SECTIONS

SHEET NO.

439929-1-52-01

FINANCIAL PROJECT ID

DESIGN 2018/18676_GOAL_SR25_MP12.599 TO 25.854\Cross section Survey\18676 5PS CANAL XSEC 01122021.d

