Building Permit No	
Phase Permit No.	
Planning & Zoning	
Attached Roard Orders	

## CITY OF MIAMI BEACH PHASED PERMIT – NEW CONSTRUCTION AND INTERIOR ALTERATIONS ONLY INDEMNITY AND HOLD HARMLESS

WHEREAS,	(Property Owner), in accordance	e with the Florida Building Co	de, 2010 ed., Section
105.13 entitled "Phased Permit Approval",	wishes to commence construction at _		, hereinafter "the
Project"; and		Address	

**WHEREAS,** the Building Official is willing to issue a Phased Permit, subject to the Written Procedures governing the Phased Permit, the receipt of which is hereby acknowledged by the Owner and Contractor; and

**WHEREAS,** a National Pollutant and Discharge Elimination System (NPDES) permit may be required. Storm water, erosion and sediment control during construction, demolition, or related activities that impact one-half (1/2) acre or more, shall be in accordance with the City's Municipal Separate Storm Sewer System (MS4) permit; and

**WHEREAS,** separate permits from the City of Miami Beach Public Works Department are required prior to work in the public right of way and in easements dedicated to the City; and

**WHEREAS,** all construction activity on new or existing structures within an historic district or site require a certificate of appropriateness in advance from the Historic Preservation Board or staff as required by the City Code; and

WHEREAS, all construction activity on new or existing structures not located within an historic district or site may require review and approval in advance from the Design Review Board. Construction activity not requiring board approval must be consistent with the Land Development Regulations; and

## WHEREAS, this Phased Permit does not allow any demolition.

**NOW THEREFORE,** in consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which is acknowledge, Owner hereby agrees as follows:

- 1. In accordance with the Florida Building Code, 2010 ed., Sec. 105.13, Owner agrees to indemnify and hold harmless and release and discharge the City of Miami Beach (hereinafter "City"), including its employees, from any and all liability arising out of, or in connection with the issuance of said Phased Permit.
- 2. Owner agrees that this Phased Permit for the structure shall proceed at the holder's own risk with the building operation and without any assurance that a building permit for the entire structure will be granted. Owner further agrees that corrections may be required at the time of the issuance of the building permit to meet the requirements of the technical codes as well as the Land Development Regulations of the City Code and all applicable development orders.
- 3. Owner agrees that if any demolition occurs on the Property, the Phased Permit shall be automatically revoked by the Building Official without further notice to the Property Owner and Contractor and all construction shall immediately stop.
- 4. Owner agrees that if construction occurs on or over public property or a City easement, all encroachments shall be demolished, with proper permits, prior to the building permit being issued for the entire structure.
- 5. Owner agrees that the Phased Permit does not imply review of or compliance with the Florida Fire Prevention Code and that any work requiring a Fire Permit is not included in this Phased Permit and therefore cannot commence without said permit. Any required Fire Permit cannot be issued without an approved design document as prescribed in Florida Statutes.
- 6. The obligations of the Owner under this Agreement shall become operative and effective only upon the issuance to Owner of a Phased Permit for construction.
- 7. Owner acknowledges that the acceptance of the Phased Permit is a complete waiver and estoppel as to any rights, real, apparent or otherwise, to challenge the validity of any conditions hereof.
- 8. Owner acknowledges that any construction activity in violation of the above may require correction or removal to come into compliance with City Code and other applicable laws and regulations, at no cost to the City.
- 9. Owner has obtained all Miami-Dade County approvals and paid all applicable fees.

	and	do
hereunto set their hand and seal on the da	te and year as indicated below.	
OWNER – NAME:	_	
Owner's Signature		
STATE OF		
The foregoing instrument was acknowledged personally known to me or has produced	before me by, as identifica	, who is ation.
Witness my signature and official seal this _		, in the County and State aforesaid.
	Notary Public-State of	
My Commission Expires:	Print Name	
<u>CONTRACTOR</u> – NAME:		
Contractor's Signature		
STATE OF		
(COUNTY OF		
The foregoing instrument was acknowledged personally known to me or has produced	before me by, as identifica	, who is
Witness my signature and official seal this _	day of,	, in the County and State aforesaid.
	Notary Public-State of	
	Notary Fublic-State of	
My Commission Expires:	Print Name	
Accepted:		
Building Official Dated		

This form was approved as to form and language and for Execution by the Office of the City Attorney – 06.04.13