



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 Walls and Gates](#).
For more information, please click the hyperlink to view the [Residential Fence Brochure](#).

ALL fence permits must include the following documents and information:

1. Completed permit application shall include all signatures and completion of the owner/builder affidavit if applicable.
2. Fence/Gate Removal Agreement recorded with the Palm Beach County Clerk of the Court
3. Notice of Commencement recorded with the Palm Beach County Clerk of the Court for fence values over \$5,000.00 required prior to building inspection. Does not apply to Owner Builder Permits.
4. One (1) copy of a survey (Residential - within last 2 years / Commercial - within last 6 months)
 - a. 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.
5. Annotated copy of the survey that clearly shows **ALL** the following information:
 - a. The location of the proposed fence/wall marked with X's
 - b. The type of fence/wall material (wood, black/dark green vinyl coated chain link, concrete, etc.)
 - c. The height of the proposed fence/wall above grade.
 - d. Length of the proposed fence/wall in linear feet.
 - e. Any applicable setbacks; refer to [LDR Section 23.4-4](#).
 - f. The location of any gates or openings and the direction in which they swing. No gate shall swing onto or over city properties (sidewalks, alleys, etc.) or onto neighboring properties
 - i. Gates leading to driveways/parking spaces **MUST** be setback at least 5 feet from the property line for residential properties.
 - g. Visibility Triangle shall be provided at all street intersections and street-alley intersections; refer to [LDR Section 23.4-4\(i\)](#).
 - h. Show POOL location and any approved POOL BARRIER (if applicable).
6. Completed Hold Harmless/Indemnification Agreement
7. Owner Builder Affidavit (if applicable) – Completed in person at the City's Building Division

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. Per the Land Development Regulations, for single-family, two-family, and multi-family residential uses, fences shall be constructed with the finished side facing adjacent properties. This requirement may only be waived if a signed and notarized affidavit from the affected adjacent property owner is submitted to the City prior to final inspection.

**** If fence value is less than \$5,000.00, a Notice of Commencement is not required.**

**** For free utility location services, call 8-1-1.**

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:** _____



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.

OWNER:

WITNESSES:

Owner Name (Print) _____ Witness Name (Print) _____

Owner Signature _____ Witness Signature _____ Witness Address _____

Title (If Owner is an Entity) _____ Witness Name (Print) _____

Owner Phone Number _____ Witness Signature _____ Witness Address _____

STATE OF _____)
COUNTY OF _____)

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



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.

WITNESSETH:

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_____.

OWNER:

WITNESSES:

Owner Name (Print)

Witness Name (Print)

Owner Signature

Witness Signature

Title (If Owner is an Entity)

Witness Address

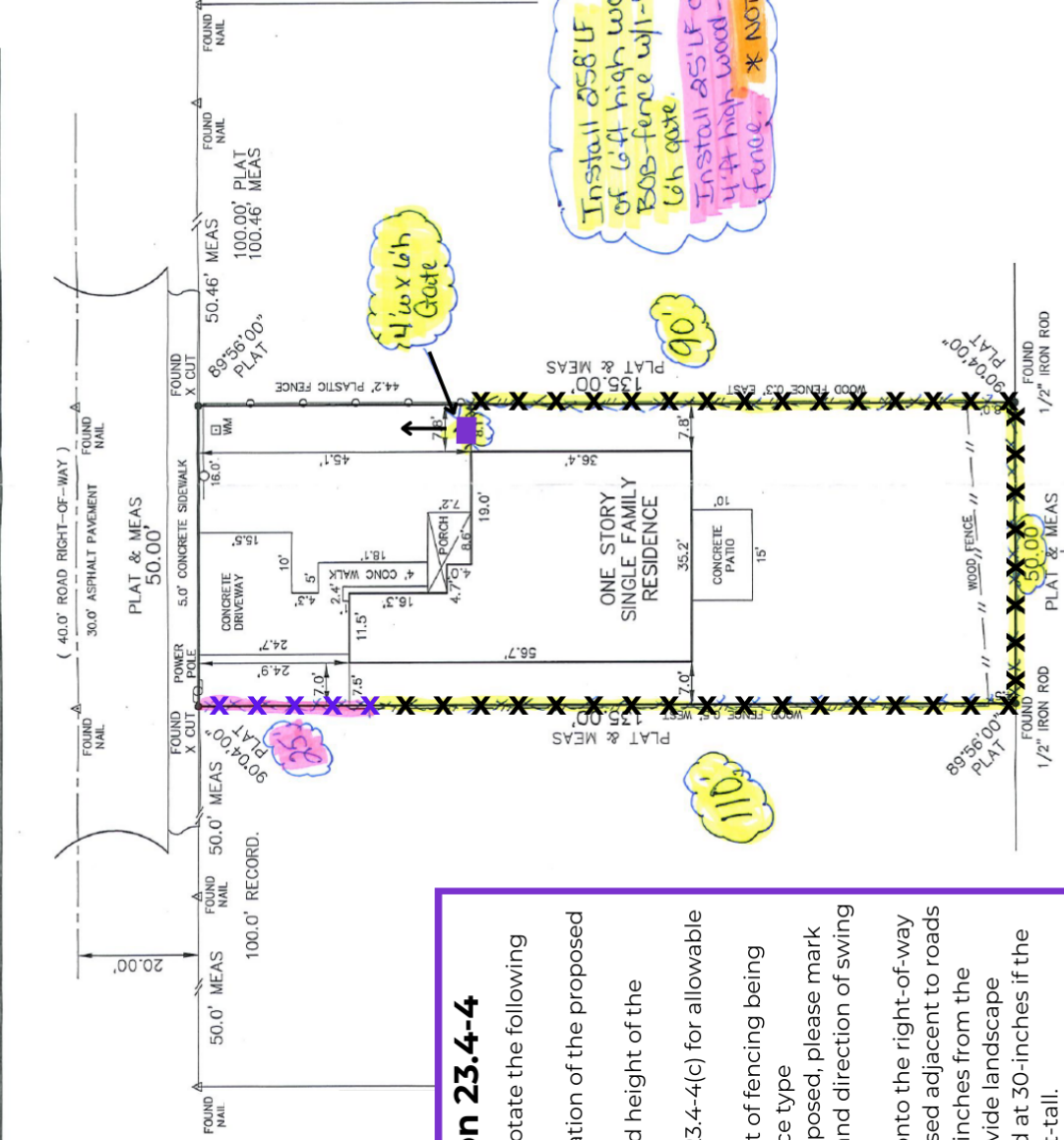
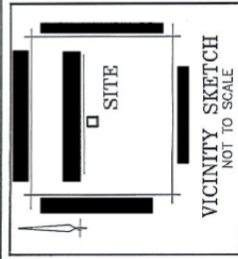
STATE OF _____)
COUNTY OF _____)

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

Fence Annotation Example

Planning and Zoning



SURVEYOR'S NOTES

LEGAL DESCRIPTION PROVIDED BY CLIENT.

SURVEYOR HAS NOT ABSTRACTED THIS SURVEY FOR EASEMENTS AND RIGHTS OF WAYS OF RECORD.

SURVEY IS NOT VALID WITHOUT A RAISED SEAL. BEARINGS, IF SHOWN, ARE BASED ON THE RECORD PLAT.

ALL MEASUREMENTS ARE IN ACCORDANCE WITH THE UNITED STATES STANDARD, USING FEET.

ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

FIELD ANGLE 90°00'00"

LDR Section 23.4-4

On the survey, write/annotate the following information:

- Mark with X's the location of the proposed fencing
- State the material and height of the fencing
 - See LDR Section 23.4-4(c) for allowable fence materials
- Provide the linear feet of fencing being installed for each fence type
- If gates are being proposed, please mark the location, height, and direction of swing for the gate
- Gates cannot swing onto the right-of-way
- Fencing being proposed adjacent to roads **MUST** be setback 30-inches from the property line and provide landscape screening maintained at 30-inches if the height is above 4-foot-tall.
- All gates leading to a driveway/parking space **MUST** be setback 5 feet from the property line.

Ensure that the survey being annotated matches the current lot conditions