

**CONSENT TO LIEN**

(Landowner or Landowners Contractor)

\_\_\_\_\_ and \_\_\_\_\_ (“Landowner”) whose address is \_\_\_\_\_ has applied for a driveway permit from the Ranger Drainage District 9 ( the “District”) for a lot within the boundaries of the District whose legal description is \_\_\_\_\_. The Landowner or Landowner’s contractor (“Contractor”) intends to clear the described lot and deposit fill thereon in preparation for construction of a residential structure.

Adopted District policy and conditions of issuance of the driveway permit require installation of a silt fence around the perimeter of a cleared lot or a new deposit of fill dirt within 72 hours of lot clearing or deposition of the fill dirt. The silt fence is required to prevent eroding soil from the cleared lot or spoil pile from damaging the District’s swales and canals and presenting a threat of water pollution to waters of the State.

Therefore the District and Landowner agree that, in return for issuance of a driveway permit:

1. Landowner or Landowner’s Contractor has deposited a sum of \$ 1,000.00 with the District to guarantee compliance with all District silt fence installation policies. This fee includes a \$ 250.00 non refundable administrative fee and a \$ 750.00 silt fence deposit fee.
2. In the event the Landowner or Landowner’s Contractor complies with all District silt fence policies, upon completion of construction on the referenced lot and revegetation of the lot or spoil pile as certified by the District Manager, the Landowner’s \$750 deposit shall be refunded.
3. If, after written notice by the District, Landowner or Landowner’s Contractor fails to comply with all District silt fence policies within 72 hours, Landowner’s deposit shall be forfeited to the District.
4. Upon violation of the referenced policies and written notice by the District, the District may record this lien, enter on to the referenced property and install the silt fence at District’s expense.
5. Upon installation of the silt fence by the District, the costs of installation, damage, repair to District facilities and silt fence removal upon completion of construction less the forfeited deposit shall become a lien upon the lot which may be collected annually on the District assessment roll until satisfied.
6. Upon completion of construction on the lot and resodding or hydroseeding cleared areas or spoil piles, the District will remove its silt fence.
7. Upon payment of all District costs by Landowner or Landowner’s Contractor through assessments or by direct payment, the District shall record a release of lien.

\_\_\_\_\_  
Witness - **Signature**

\_\_\_\_\_  
(Landowner - **Signature**)

\_\_\_\_\_  
Witness - **Print Name**

\_\_\_\_\_  
(Landowner - **Print Name**)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ of \_\_\_\_\_, **[name and title of officer or agent]** **[name of corporation acknowledging]**, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is **[state or place of incorporation]** personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
[Notary Seal]

NOTARY PUBLIC

\_\_\_\_\_  
Name typed, printed or stamped  
My Commission Expires:



\_\_\_\_\_  
Witness – **Signature**

\_\_\_\_\_  
(District Manager)

\_\_\_\_\_  
Witness – **Print Name**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, who is personally known to me or who **[name of person acknowledging]** has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
[Notary Seal]

NOTARY PUBLIC:

\_\_\_\_\_  
Name typed, printed or stamped  
My Commission Expires: