



Town of Surfside Beach
Bulkhead/Seawall Permit Application

Tel: 843-913-6341 Fax: 843-839-0057

This form must be completed and all required material must be submitted to the Town of Surfside Beach Planning, Building and Zoning Department prior to approval.

The following must be submitted at time of application:

- Completed application, with signatures
Hold Harmless Agreement for Shoreline Construction (Recorded in the Register of Deeds)
A recent survey of the property (Pins must be located and flagged before construction begins).
Current Photos of the existing conditions where the bulkhead/seawall will be installed
(2) sets of construction drawings

PROPERTY STREET ADDRESS TAX MAP#: Zoning District:

OWNERS NAME PHONE #

ADDRESS CITY, STATE, ZIP

TYPE OF IMPROVEMENT: Bulkhead Seawall

DESCRIBE IN DETAIL PROPOSED SCOPE OF WORK:

CONTRACTOR TELEPHONE #

ADDRESS CITY, STATE, ZIP

CONTRACTOR STATE LICENSE # TOWN BUSINESS LICENSE #

TOTAL VALUE OF CONSTRUCTION \$ (INCLUDE ALL LABOR, MATERIAL & PROFIT)

Pursuant to SC Code Section 6-29-1145, is this tract or parcel restricted by any recorded covenant that is contrary to, conflicts with or prohibits the activity described in the permit? YES NO NOT APPLICABLE

I understand and agree to comply with the codes and ordinances of the Town of Surfside Beach. I agree to install only the Bulkhead/seawall as described above. I further understand docks are not permitted within the Town of Surfside Beach per Ordinance #13-0751, Section 17-417 of the Zoning Ordinance. Docks are defined as any structure extending over or encroaching upon a town owned body of water. Installation of bulkhead/seawall shall follow the existing shoreline. Extending the bulkhead/seawall with fill is strictly prohibited.

It is further understood and agreed by the undersigned that the issuance of this permit grants the Code Enforcement Official(s) access to the property as listed above and it does not constitute a privilege to violate any town ordinance, codes or regulations and that any omission or misrepresentation of facts or changes from this application or permit without the approval of the Planning, Building & Zoning Department shall constitute sufficient grounds for revocation of any permits issued. All permits are non-transferable and non-refundable.

Signature of Applicant
Approved by:

Date

Zoning Official

Date

Building Official

Date

Public Works Director

Date

**HOLD HARMLESS AGREEMENT/PERMIT
FOR SHORELINE CONSTRUCTION
ALONG PUBLIC RIGHT-OF-WAY**

This Agreement made and entered into this ____ day of _____, 20____, by and between the Town of Surfside Beach (“TOWN”) and _____ (“PROPERTY OWNER”).

WHEREAS, the undersigned is (are) the recorded owner(s) of Tax Map Number _____, which is commonly known as _____ Surfside Beach, SC; and

WHEREAS, the PROPERTY OWNER desires to install a shoreline bulkhead, adjacent to the TOWN’s public drainage right-of-way; and

WHEREAS, the Public Works Department requires that the PROPERTY OWNER execute a hold harmless agreement relieving the TOWN from any and all liability growing out of the placement of such private bulkhead structures.

NOW, THEREFORE, it is agreed by and between the TOWN and PROPERTY OWNER as follows:

1. The PROPERTY OWNER acknowledges and agrees that they are fully aware that any portion of a bulkhead located adjacent to the TOWN’s public drainage right-of-way is clearly at risk and that no assurances of its protection can be given by the TOWN.
2. The PROPERTY OWNER understands and agrees that the TOWN assumes no responsibility for, or liability arising out of, installation, care, operation, future maintenance or repair of any portion of the bulk headed shoreline or structure.
3. The PROPERTY OWNER understands and agrees that the installation and existence of the Bulkhead adjacent to the TOWN’s public drainage right-of-way shall not, in any way, interfere with the right of the TOWN, its contractors or other utilities to excavate therein for repair, maintenance, dredging, or for any other necessary public purpose.
4. The PROPERTY OWNER understands and agrees the TOWN will not, under any circumstance, maintain, repair, or replace any portion of said bulkhead which might be subsequently damaged or removed by any work, accident, and maintenance activity or construction operation related to Item 3 above.
5. The PROPERTY OWNER hereby agrees to indemnify and hold harmless the TOWN from any and all liability, loss or damages the TOWN may suffer as the result of claims, demands, costs, judgment, or legal fees, including attorney fees arising out of the installation, placement, use, and operation of the bulkhead adjacent to the TOWN’s public right-of-way.
6. The PROPERTY OWNER further agrees that it will waive any and all claims against the TOWN, its agents, officials, or employees that arise out of any damage to, or undermining of, the bulkhead while located adjacent to the TOWN’s public drainage right-of-way.
7. This hold harmless agreement shall commence on the date of the execution hereof by PROPERTY OWNER and shall continue until the bulkhead is abandoned or removed or the permit is revoked.

