

After recording, please return to:

District Manager
Meadow View at Twin Creeks CDD
475 West Town Place, Suite 114
St. Augustine, Florida 32092

LICENSE AGREEMENT FOR FENCE INSTALLATION

This License Agreement for Fence Installation ("**Agreement**") is entered into as of this ____ day of _____, 20____, by and among _____ and _____ (together, "**Owner**") and the Meadow View at Twin Creeks Community Development District ("**CDD**"), a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes.

WITNESSETH:

WHEREAS, Owner is the owner of Lot ____, Block ____, as per the plat ("**Plat**") of _____ Phase ____ recorded in Plat Book ____, Pages ____ et seq., of the Public Records of St. Johns County, Florida ("**Property**");

WHEREAS, Owner desires to erect a fence ("**Improvements**") within a CDD easement located on the Property, as shown in **Exhibit A** ("**License Area**");

WHEREAS, due to the CDD's legal interests in the License Area, among other reasons, Owner requires the CDD's consent before constructing improvements within the License Area; and

WHEREAS, the CDD has agreed to consent to the installation of the Improvements within the License Area, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

1. **Recitals.** The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.

2. **License for Improvements Installation & Maintenance; Limitation.** Subject to the terms of this Agreement, and the terms of that December 17, 2020 *Fence Installation & Easements Policy* which are incorporated herein by this reference (as may be amended from time to time, "**Policy**"), the CDD hereby grants Owner the right, privilege, and permission to install and maintain removable Improvements on the License Area.

3. **Owner Responsibilities.** The Owner has the following responsibilities:

- a. The Owner at the Owner's sole expense shall be fully responsible for the installation and maintenance of the Improvements.

- b. The Owner shall be responsible for ensuring that the installation and maintenance of the Improvements are conducted in compliance with all applicable laws (including but not limited to building codes, set back requirements, etc.).
- c. CDD, by entering into this Agreement, does not represent that CDD has authority to provide all necessary approvals for the installation of the Improvements. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work (including but not limited to any approvals of the Beacon Lake Community Association, Inc. ("**Association**"), as well as any other necessary legal interests and approvals).
- d. The Owner shall ensure that the installation and maintenance of the Improvements does not damage any property of CDD or any third party's property, and, in the event of any such damage, the Owner shall immediately repair the damage or compensate the CDD for such repairs, at the CDD's option.
- e. Owner's exercise of rights hereunder shall not interfere with CDD's rights in the License Area. For example, if the Improvements include a fence, such fence shall be installed within the License Area a few inches higher than ground level, so as not to impede the flow of water, or shall otherwise be constructed so as not to impede the flow of water. Further, the Improvements shall be installed in such a manner as to not interfere with or damage any culvert pipe, utilities, landscaping, etc. that may be located within the License Area. It shall be Owner's responsibility to locate and identify any such stormwater improvements, utilities, and/or other improvements. Further, the Owner shall pay a licensed and insured professional contractor to mark any existing improvements prior to installation of the Improvements.
- f. Upon completion of the installation, the Improvements will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Improvements, and agrees to maintain the Improvements in good condition.
- g. Additionally, the Owner shall keep the License Area free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and the Owner shall immediately discharge any such claim or lien.
- h. The Owner shall comply with the terms of the Policy.

4. **Removal and/or Replacement of Improvements.** The permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the CDD in the License Area described above and agrees never to deny such interest or to interfere in any way with CDD's use. Owner will exercise the privilege granted herein at Owner's own risk, and agrees that Owner will never claim any damages against CDD for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the CDD. Owner further acknowledges that, upon ten days notice, the CDD may remove all, or any portion or portions, of the Improvements installed upon the License Area, and that the CDD is not obligated to re-install the Improvements to their original location and is not responsible for any damage to the Improvements, or other property as a result of the removal.

5. **Indemnification.** Owner agrees to indemnify, defend and hold harmless St. Johns County, the CDD, St. Johns River Water Management District, Heartwood 23, LLC, the Association, and any property management company of the Association, as well as any officers, supervisors, staff, agents and representatives, and successors and assigns, of the foregoing, against all liability for damages and

expenses resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder.

6. **Covenants Run with the Land.** This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owner" is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns. Upon the sale of the Property, the Owner shall advise the subsequent owner of the terms and conditions of this Agreement, but the failure to do so shall not render this Agreement unenforceable against such subsequent owner.

7. **Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the CDD beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

8. **Attorney's Fees & Costs.** The prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney's fees and costs.

9. **Counterparts.** This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and date first above written.

Witnesses:

Owner

By: _____

By: _____

Print Name

By: _____

Print Name

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20____, by _____. He [] is personally known to me or [] produced _____ as identification.

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[signatures continue on following page]

Witnesses:

Meadow View at Twin Creeks Community Development District

By: _____

By: _____

Print Name

Chair of the Board of Supervisors

By: _____

Print Name

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20____, by _____, as Chair of the Board of Supervisors of the Meadow View at Twin Creeks Community Development District, on behalf of said district. He [] is personally known to me or [] produced _____ as identification.

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[end of signature pages]