



ENCROACHMENT APPLICATION AND AGREEMENT

The Following is a copy of the Easement Encroachment Agreement approved by the Rivercrest Community Development District (“**District**”) for use by a landowner desiring to encroach into District property and easements (“**District Property**”).

DIRECTIONS:

1. **THE EASEMENT ENCROACHMENT AGREEMENT MUST BE ACCOMPANIED BY**
 - a. Landowner’s name, physical address, folio number, and contact information.
 - b. A description of the proposed improvement or structure that will encroach into the District Property, including copies of professional plans and specifications and permits and approvals applied for or received
 - c. A letter of acknowledgement and approval of the improvement or structure, as described in the plans and specifications, from any applicable homeowners’ association.
 - d. Proof of ownership of landowner's property (i.e. copy of deed to landowner’s property).
 - e. A copy of the landowner’s subdivision plat.
 - f. A copy of a certified land survey depicting the proposed encroachment area into the District Property.
 - g. Any other information reasonably requested by the District and pertaining to the proposed improvement or structure.
2. The landowner is responsible for paying all costs incurred by the District with respect to the Owner’s request to encroach on District Property, including all legal and professional fees, permit and recording fees, and any other fees and costs incurred by the District. Owner shall include a nonrefundable Application Fee in the amount of \$250.00 with the completed, notarized Easement Encroachment Agreement. The application fee must be paid by certified check or money order to the “Rivercrest Community Development District”. In the event that the actual costs for legal and professional fees, permit and recording fees, and any other fees and costs incurred by the District in connection with the Easement Encroachment Agreement exceed \$250.00, landowner will be required to pay such costs prior to the District’s approval and execution of the Easement Encroachment Agreement.
3. **The information and documentation listed above and the application fee must be delivered to the District, c/o the District Operations Manager, 11560 Ramble Creek Dr., Riverview, FL.**

4. Upon receipt and approval of the above, the District will record the fully executed Easement Encroachment Agreement.
5. Any changes to the Easement Encroachment Agreement or any provision thereof, must be approved by District Counsel prior to execution and recording by the District.
6. Landowner is solely responsible for obtaining permits and approvals of government agencies, homeowners associations, or any other person or entity having jurisdiction over the property or the improvements, including all costs thereof. Nothing in the Easement Encroachment Agreement shall constitute any acknowledgement, approval or waiver by the District of any requirement, permit, or approval of any applicable government agency, homeowners association, or any other person or entity having jurisdiction over the property or the improvements.

Prepared by and return to:
Michelle T. Reiss, Esq.
Appleton, Reiss & Skorewicz, PLLC
501 E. Kennedy Blvd. #802
Tampa, FL 33602

[space above line for recording information]

EASEMENT ENCROACHMENT AGREEMENT

THIS EASEMENT ENCROACHMENT AGREEMENT (the "**Agreement**") is entered into as of the ____ day of _____, _____ (the "**Effective Date**"), between _____ (collectively, the "**Landowner**"), whose mailing address is _____ and Rivercrest Community Development District (the "**District**") whose mailing address is 11560 Ramble Creek Dr., Riverview, FL 33569.

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), in hand paid, the receipt and sufficiency of which is hereby acknowledged and the mutual promises contained herein, the parties agree as follows:

1. Landowner is the fee simple owner of certain real property located in the Rivercrest Community in Hillsborough County, Florida, which is specifically described as follows:

[insert legal description of Landowner property]

and more commonly known as _____ Riverview, FL 33569 ("**Property**"). Landowner agrees that it will not convey the Property until this Agreement is recorded in the Official Records of Hillsborough County. If Landowner conveys the Property prior to the date this Agreement is recorded in the Official Records of Hillsborough County, this Agreement shall be null and void.

2. The District owns an easement ("**Easement**") on and/or abutting the Property, as shown on **Exhibit A**, attached hereto and incorporated herein by reference. Landowner desires to encroach into the Easement with certain improvements and/or structures more particularly described and shown on **Exhibit B**, attached hereto and incorporated herein by reference ("**Improvements**").

3. The Landowner shall insure that the Improvements are undertaken, constructed, completed, repaired, and maintained in a good and workmanlike manner and condition, using sound engineering, construction, repair and maintenance techniques and practices, in accordance with Exhibit B. Improvements shall be constructed and maintained at all times so as not to impede, impair, obstruct, damage, or interfere with any drainage facilities or other facilities, structures or improvements within or

along the Easement or with the use of the Easement for public purposes. Prior to construction of the Improvements, Landowner shall apply for and obtain, at its sole cost and expense, all necessary permits and approvals of any federal, state and/or local government agency and any homeowner's association or other agency or entity having jurisdiction over the Property, which are necessary or required to construct and maintain the Improvements.

4. Either party may terminate this Agreement with or without cause with sixty (60) days prior written notice. On or before the effective date of cancellation or termination of this Agreement, at Landowner's sole cost and expense, Landowner shall remove the Improvements and restore the Easement to the condition that existed before the Improvements were installed. If the Landowner fails to do so, the District may remove the Improvements and restore the Easement to the condition that existed before the Improvements were installed, and the Landowner shall be liable for and shall repay the District for all costs and expenses incurred by the District.

5. In the event of an emergency or demand or request to do so by any government agency or entity having jurisdiction over the Property, the District may remove the Improvements without notice, and the District will not be responsible for repairing, replacing or restoring the Improvements back to their original condition. Landowner shall be liable for and shall repay the District for all costs incurred by the District to remove the Improvements, including any professional or legal fees or expenses. Furthermore, if necessary or expedient in order to access, use, maintain, or repair the Easement or any part thereof, upon demand by the District, the Landowner shall remove the Improvements at their sole cost and expense. If the Landowner fails to remove the Improvements upon demand by the District, the District shall remove the Improvements and the Landowner shall be liable for and shall repay the District for all costs and expense related thereto. Once removed, the Landowner may not reinstall the Improvements without the prior written approval of the District. Landowner shall be responsible for all costs to reinstall the Improvements.

6. Landowner agrees to indemnify, defend and hold harmless the District, including its Board of Supervisors, District Manager, District Counsel, members, employees, representatives, agents and assigns from: (1) any liability arising from, related to, or incurred in connection with the approval, preparation, or execution of this Agreement; (2) any damage to the Improvements caused or contributed to by the District or its agents; (3) any damage to the Easement or to any District or Hillsborough County property, improvements or structures located within or along the Easement; and (4) any claims, causes of action, costs, or damages, including any injury to any person or damage to any property, arising from or related to this Agreement and/or the construction, installation, alteration, repair, maintenance, or removal of the Improvements.

7. Throughout the term of this Agreement, the Landowner shall maintain liability insurance covering any injuries or damages to persons or property that may occur as a result of or related to the Improvements or the construction, installation, alteration, or removal of the Improvements. The Landowner shall furnish the District with a Certificate of Insurance evidencing compliance with this requirement before constructing or installing the Improvements.

8. Upon termination of this Agreement, the District may record a Notice of Termination of Easement Encroachment Agreement in the official records of Hillsborough County, Florida.

9. The provisions of this Agreement shall be deemed covenants running with the land and the Property and shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns.

10. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Hillsborough County, Florida.

11. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs prior to filing suit and for any litigation, trial, alternative dispute resolution, or appellate proceedings.

12. Both parties acknowledge and agree that this Agreement was drafted at the request of the parties without the benefit of a title search.

13. This instrument may be executed in counterparts, each of which shall constitute an original but together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

OWNER:

Witness

Owner

Print Name

Print Name

Witness

Print Name

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____. He/She is ____ personally known to me or _____ has produced _____ (type of identification) as identification.

NOTARY PUBLIC

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

OWNER:

Witness

Owner

Print Name

Print Name

Witness

Print Name

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____. He/She is ____ personally known to me or _____ has produced _____ (type of identification) as identification.

NOTARY PUBLIC

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

Rivercrest Community Development District:

Witness

Chair of the Board of Supervisors

Print Name

Print Name

Witness

Print Name

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____ as Chair of Rivercrest Community Development District, on behalf of the District. He/she is ____ personally known to me or _____ has produced _____ (type of identification) as identification.

NOTARY PUBLIC

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