RESOLUTION 2022-55

A RESOLUTION OF THE BOARD OF GOVERNORS OF THE BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT ADOPTING AN AMENDED POLICY GOVERNING USE OF DISTRICT LAKES AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the Babcock Ranch Community Independent Special District ("District") is a local unit of special purpose government created and existing pursuant to Chapter 2007-306, Laws of Florida, as amended, (the "Act") being situated in Charlotte County and Lee County, Florida; and

WHEREAS, the Governing Board (the "Board") of the District previously adopted a policy governing use of District lakes pursuant to Resolution 2018-30, as amended by Resolution 2021-32; and

WHEREAS, the Act authorizes the District to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the District desires to amend the policy governing public use of District Lakes; and

WHEREAS, the District Lakes are portions of the stormwater management infrastructure improvements which are part of the Master Capital Improvement Program for the District as outlined in the October 17, 2007 Engineer's Report; and

WHEREAS, the District Lakes were designed to meet the permit criteria of the South Florida Water Management District, Charlotte County, and Lee County; and

WHEREAS, the District's Board of Governor's ("Board") finds that it is in the best interests of the District to adopt by resolution an amended Use of District Lakes and Stormwater Management Facilities Policy (the "Lake Use Policy") for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF GOVERNORS OF THE BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT:

SECTION 1. The District Lakes were constructed for the sole purpose of being a drainage and stormwater management utility and there is no expectation of public access to the utility.

SECTION 2. The policies attached hereto as **Exhibit A** and made a part hereof govern the use of the District Lakes. **Exhibit A** hereby amends and replaces the Lake Use Policy adopted in Resolution 2018-30, as amended by Resolution 2021-32. All other provision of

Resolution 2018-30 shall remain in full force in effect. Further this Resolution shall operate in conjunction with Resolution 2021-13 which adopted the Dock Policy.

SECTION 3. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 4. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 2nd day of June, 2022.

ATTEST:

ASSISTANT SECRETARY

BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT

CHAIRMAN

Exhibit A

Lake Use Policies

Lake Use and Fishing Rules (Rev. 4.21.22)

1. Docks are only allowed on those lakes (Lakes) specified in the Lake Use and Fishing Guidelines and Map. No docks are permitted in the Irrigation Lake (north of Edgewater) or any other lakes adjacent or internal to a neighborhood not specifically listed therein.

2. A dock is not permitted in the Lakes except with the prior written approval of the Founders Review Committee (FRC) and the Babcock Ranch Community Independent Special District (BRCISD) and then only if the dock is designed, constructed and maintained in accordance with these Dock Rules and Regulations and any uniform specifications for docks promulgated by FRC and/or BRCISD. Each dock must be constructed of an approved color and with materials that comply with the uniform dock specifications promulgated by the FRC.

3. A dock may extend into the Lakes from the control line a maximum distance of fifty feet (50'). Variances may only be allowed so as to not damage or impact littoral plantings and/or BRCISD infrastructure. A dock may extend laterally (along or parallel to the shore) a maximum distance of thirty feet (30').

4. Any littorals and/or BRCISD infrastructure damaged during construction/installation of a dock will be replaced by the Association and/or the BRCISD at the expense of the homeowner.

5. No roofs or vertical structures of any kind are allowed on docks.

6. Flags, windsocks, or anything vertical are prohibited.

7. The maximum height of a dock decking above water control elevation shall not exceed thirty-six inches (36"). Railing height shall not exceed forty-eight inches (48") above decking surface.

8. A dock slip may be either parallel or perpendicular to the shore (dependent upon the selected design as approved by the FRC).

9. Lighting on a dock requires the prior written approval of the FRC and must conform with the uniform specifications for such lighting promulgated by the FRC and must adhere to the International Dark-Sky Association standards.

10. No dock is permitted in the Lakes until it has been reviewed and approved by the Charlotte County Building Department for compliance with the local building codes, as well as these Rules and Regulations (including, without limitation, compliance with the required approvals of the FRC). In addition, each dock is subject to inspection by the FRC to confirm ongoing compliance with these Rules and Regulations and to assure that the dock is being properly maintained.

11. The Owner of any Unit which has been granted an easement for construction, maintenance and/or use of a dock shall be responsible for maintaining any such dock in good condition at all times. Chairs, benches, and other items of personal property not permanently attached to the dock must be removed and stored indoors when not actively being used. Boats, canoes, kayaks, paddleboards and any other authorized watercraft may not be left or stored on top of the dock, in a rack on the dock, or on outdoor portions of the Owner's Unit, but may be stored in the water directly moored to the dock subject to BRCISD rules and the terms of the applicable easement agreement.

12. A bulkhead in or adjacent to the Lakes is prohibited without prior explicit written approval from FRC, subject to BRCISD and other Federal, State, and/or Local requirements.

13. As a condition of approval of any dock, the Owner seeking such approval shall be required to execute a dock easement agreement in such form as the ISD may specify agreeing, among other things, to assume all liability arising out of the construction, existence, maintenance, and use of such dock and to hold harmless the BRCISD, Babcock Property Holdings, LLC and its affiliates, Babcock Ranch Residential Association, Inc., and Babcock Ranch Commercial Association, Inc. and their respective officers, directors, member, agents, and contractors, from any claims, damages, costs and expenses arising out of the construction, existence, maintenance or use of such dock.

14. Babcock Ranch Residential Association, Inc. and Babcock Ranch Commercial Association, Inc. are authorized to take action to enforce these Rules and Regulations and to impose sanctions and pursue remedies for violations of these Rules and Regulations.

District Owned Lakes



a) Lake Hours of Operation:
   - Daily: Dawn to Dusk

b) Refer to the District's website for the most recent version of the Lake Use & Fishing Rules.

General

It is important to note that these bodies of water are natural habitats to wildlife living within the Community. Florida water areas have numerous wildlife including the American Alligator. Please remember to always observe your surroundings.

District waterbodies may be deep and those participating in recreational activities in District waterbodies do so at their own risk. The District recommends use of appropriate safety equipment during any such activities.

Any person entering upon or near, or otherwise using any ponds or other water bodies and related facilities within or adjacent to the Community shall be responsible for his or her own personal safety relating to such entry and use and shall assume all risks of personal injury, including death, relating to such entry or use. District shall not in any way be a guardian or insurer of safety relating to the presence, entry upon, or use of any water bodies or features within or adjacent to the Community and shall not be held responsible for any personal injury or death, property damage, or any other loss due to, arising out of, or related to use of such water features for any purpose.

NON-MOTORIZED OR NON-COMBUSTIBLE WATERCRAFT



a) Personally owned or rented non-motorized or non-combustible boats including, but not limited to, sailboats under twenty-two (22') feet in length, kayaks, canoes and pedal boats are only allowed on those lakes (Lakes) specified in the Lake Use and Fishing Guidelines and Map.

b) Lakes are unsupervised. Patrons use the lakes at their own risk.

c) Lakes are home to alligators and other wildlife. Alligators and other wildlife are not to be fed or bothered. Do not approach alligators or other wildlife. Immediately report any aggressive behavior to the District or Amenity Manager.

d) Patrons must not allow trash, debris and any foreign objects to enter the water. If they do, they must immediately retrieve and dispose of such trash, debris or foreign objects.

MOTORIZED WATERCRAFT



a) Combustible engines are prohibited on all lakes except for District coordinated events and activities.

b) Motorized watercraft have a maximum speed limit of five (5) miles per hour and a “No Wake Zone” is strictly enforced.

c) Approved watercraft launch areas are identified on the Babcock Ranch Community Independent Special District “Lake Use Guidelines”, which can be found on www.babcockranchcommunityisd.com

FISHING



a) Fishing in District owned or managed lakes requires a valid Florida Fish and Wildlife Conservation Commission (FFWCC) fishing license.

b) "Catch and release" fishing is permitted in approved District owned or managed bodies of water. Approved fishing locations are identified on the Babcock Ranch Community Independent Special District "Lake Use Guidelines", which can be found on www.babcockranchcommunityisd.com

c) Fish shall not be removed from District owned or managed bodies of water.

d) Cast netting is prohibited.

e) Patrons shall not trespass on private residential property or enter upon any service areas for District staff or maintenance personnel to access District lakes.

RESOLUTION 2021-13

A RESOLUTION OF THE BOARD OF GOVERNORS OF THE BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT ADOPTING A POLICY GOVERNING CONSTRUCTION OF DOCKS IN CERTAIN DISTRICT LAKES AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the Babcock Ranch Community Independent Special District ("District") is a local unit of special purpose government created and existing pursuant to Chapter 2007-306, Laws of Florida, as amended, (the "Act") being situated in Charlotte County and Lee County, Florida; and

WHEREAS, the Act authorizes the District to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the District desires to implement a policy governing installation of docks in certain District Lakes; and

WHEREAS, the District Lakes are portions of the stormwater management infrastructure improvements which are part of the Master Capital Improvement Program for the District as outlined in the October 17, 2007 Engineer's Report; and

WHEREAS, the District Lakes were designed to meet the permit criteria of the South Florida Water Management District and Charlotte County; and

WHEREAS, the District's Board of Governor's ("Board") finds that it is in the best interests of the District to adopt by resolution an Installation of Docks in Certain District Lakes and Stormwater Management Facilities Policy (the "Dock Policy") for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF GOVERNORS OF THE BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT:

SECTION 1. The District hereby finds it is in the best interest of the District and its residents to authorize installation of docks on Lake Babcock, Lake Timber, and Lake Bullhorn North which the District has identified as being a suitable size and design for installation of docks adjacent to residential lots. Owners of property adjacent to Lake Babcock, Lake Timber, and Lake Bullhorn North may request that the District enter into a Dock Easement Agreement, a form of which is attached hereto and made a part hereof as **Exhibit A.** The District hereby permits the chairman or vice-chairman of the Board to execute the Dock Easement Agreement. In the event the owner does not construct or maintain owner's dock in accordance with the Easement Agreement and applicable rules of the Babcock Ranch Residential Association, Inc., District staff shall take action to terminate the Dock Easement Agreement as outlined in the Dock Easement Agreement. District staff is hereby authorized to process requests for and administer Dock Easement Agreements in accordance with this Dock Policy.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 22nd day of April, 2021.

ATTEST:

BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair

DOCK RULES AND REGULATIONS

1. Docks are only allowed on those lakes (Lakes) specified in the Lake Use and Fishing Guidelines and Map. No docks are permitted in the Irrigation Lake (north of Edgewater) or any other lakes adjacent or internal to a neighborhood not specifically listed therein.

2. A dock is not permitted in the Lakes except with the prior written approval of the Founders Review Committee (FRC) and the Babcock Ranch Community Independent Special District (BRCISD) and then only if the dock is designed, constructed and maintained in accordance with these Dock Rules and Regulations and any uniform specifications for docks promulgated by FRC and/or BRCISD. Each dock must be constructed of an approved color and with materials that comply with the uniform dock specifications promulgated by the FRC.

3. A dock may extend into the Lakes from the control line a maximum distance of fifty feet (50'). Variances may only be allowed so as to not damage or impact littoral plantings and/or BRCISD infrastructure. A dock may extend laterally (along or parallel to the shore) a maximum distance of thirty feet (30').

4. Any littorals and/or BRCISD infrastructure damaged during construction/installation of dock will be replaced by the Association and/or the BRCISD at the expense of the homeowner.

5. No roofs or vertical structures of any kind are allowed on docks.

6. ng vertical are prohibited.

7. The maximum height of a dock decking above water control elevation shall not exceed thirty-six inches (36"). Railing height shall not exceed forty-eight inches (48") above decking surface.

8. A dock slip may be either parallel or perpendicular to the shore (dependent upon the selected design as approved by the FRC).

9. Lighting on a dock requires the prior written approval of the FRC and must conform with the uniform specifications for such lighting promulgated by the FRC and must adhere to the International Dark-Sky Association standards.

10. No dock is permitted in the Lakes until it has been reviewed and approved by the Charlotte County Building Department for compliance with the local building codes, as

well as these Rules and Regulations (including, without limitation, compliance with the required approvals of the FRC). In addition, each dock is subject to inspection by the FRC to confirm ongoing compliance with these Rules and Regulations and to assure that the dock is being properly maintained.

11. All docks will be maintained in good condition at all times (in the sole discretion of the FRC), and no chairs, benches, or any other items not permanently attached to the dock must be removed when not in actual use. Boats themselves will be allowed to be stored in the water only. Canoes, kayaks, paddleboard, and etc. are to be stored in the water only and directly moored to the dock and are prohibited from being stored on top of the dock or in a rack on a dock, or should be stored indoors from view. Any violations to these Rules and Regulations will be enforced in accordance with the Babcock Ranch Residential Association Deed Restriction Enforcement Policy.

12. A bulkhead in or adjacent to the Lakes is prohibited without prior explicit written approval from FRC, subject to BRCISD and other Federal, State, and/or Local requirements.

13. The owners of docks will execute a Dock Easement Agreement, which includes holding harmless Babcock Property Holdings, LLC and all its' affiliates, the BRCISD, and the Babcock Ranch Residential Association, Inc. from any liability that may arise from their docks.

DRAFT

Exhibit A
Dock Easement Agreement

This instrument was prepared by and upon recording should be returned to: Alyssa C. Willson, Esq. HOPPING GREEN & SAMS P.A. 119 South Monroe Street, Suite 300 Tallahassee, Florida 32301	(This space reserved for Clerk)

DOCK EASEMENT AGREEMENT

THIS DOCK EASEMENT AGREEMENT ("**Easement Agreement**") is made this ___ day of _____, 2021, by and between:

Babcock Ranch Community Independent Special District, a local unit of special-purpose government established pursuant to Chapter 2007-306, Laws of Florida, as amended, being situated in Charlotte and Lee Counties, Florida, and whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "**District**" or "**Grantor**"); and

_____, who currently owns a single-family residence on the following real property described as Lot ___, Block ___, _____, according to the plat (the "**Plat**") recorded in Plat Book ___ Pages ____ et seq., of the public records of Charlotte County, Florida, its successors, and assigns (the "**Grantee**") (Grantor and Grantee are sometimes together referred to herein as the "**Parties**", and separately as the "**Party**")

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to Chapter 2007-306, Laws of Florida, as amended, for the purpose of planning, financing, constructing, operating and/or maintaining public infrastructure improvements, which improvements primarily benefit the residents of Babcock Ranch Community Independent Special District (the "**Development**"); and

WHEREAS, the District is the owner in fee simple of that certain portion of network of navigable retention ponds and storm water management facilities within the Development more particularly described as Tracts_____, and adjacent Lake Maintenance Easement located on Lot _, Block _____, according to the plat thereof recorded in Plat Book ____, Pages _____ of the public records of Charlotte County, Florida (the "**Waterbody**"); and

WHEREAS, the Waterbody is a component of the Development's master storm water system which storm water system is operated and maintained by the District pursuant to the provisions of that certain Permit No. _____issued by the South Florida Water Management District (the "**Permit**"); and

WHEREAS, pursuant to_____, the Babcock Ranch Residential Association, Inc., (the "Association") has established certain terms and conditions upon which the Association and District are willing to permit the construction of docks over, within, and upon the Waterbody for the benefit of certain platted lots which are adjacent to and share a common boundary line

with the Waterbody (each a "**Benefitted Lot**"); and

WHEREAS, as owner of the Benefitted Lot described above, Grantee has requested and the District has agreed to grant to Grantee this Easement Agreement granting to Grantee, and such successors or assigns of Grantee as may acquire rights hereunder, a non-exclusive, divisible, and assignable easement over, within, and upon the portions of the Waterbody more particularly identified herein for the purpose of permitting Grantee, or such successors or assigns of Grantee as may acquire rights hereunder, to construct, repair, own, maintain, and enjoy the Dock Structure (hereinafter defined) located within the Waterbody for the benefit of the Benefitted Lot (the "**Dock Easement**"); and

WHEREAS, the District and Grantee desire to set forth the terms of their mutual agreement regarding the Dock Easement granted to Grantee pursuant to this Easement Agreement.

NOW, **THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the District and Grantee hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Grant of Dock Easement. The District hereby grants and conveys to Grantee the Dock Easement over that portion of the Waterbody lying within an area bounded by the platted boundary line of the Waterbody and the Benefitted Lot boundary on either side and extending into the Waterbody for a maximum distance of fifty feet as necessary to accommodate the entirety of the Dock Structure (the "**Dock Easement Area**"). The Dock Easement shall permit Grantee and its successors, or assigns, the right to:

A. Subject to Grantee's, or its successors, or assigns' compliance with the provisions of Sections 3 and 4 of this Easement Agreement, construct, repair, own, maintain, and enjoy the Dock Structure within the Dock Easement Area provided that the same are located and constructed in accordance with the provisions of this Easement Agreement and the_____, as may be amended from time to time. The term "**Dock Structure**" shall refer to that certain private dock constructed in the Waterbody and located adjacent to the rear boundary line of the Benefitted Lot (the "Private Dock"), along with any dock improvements located within the District's adjacent Lake Maintenance Easement. Dock Structures located in the adjacent Lake Maintenance Easement area must be located within the air space only and may not be located on or otherwise affixed to real property located within the adjacent Lake Maintenance Easement area; and

B. The right to install, own, maintain, repair and replace, ramps, catwalks, pilings, if any, on the bottom of the Waterbody supporting Dock Structure and the component parts thereof as the same may be constructed, repaired, and reconstructed from time to time provided that the same are located within the Dock Easement Area and as the same may be further regulated by the_____ _____; and

C. The right to access and cross those portions of the Waterbody lying outside of the Dock Easement Area for the purpose of constructing, repairing, maintaining, and reconstructing the Dock Structure located within the Dock Easement Area; and

3. Conditions of the Dock Easement. The Dock Easement granted in Section 2, above, is subject to the following terms and conditions:

A. Grantee's access to and use of the Waterbody for the purposes contemplated by this Dock Easement are limited to the scope of the Dock Easement granted herein;

B. Grantee shall be fully responsible for Grantee's cost for the construction, repair, maintenance, and reconstruction of Dock Structure located within the Dock Easement Area pursuant to the Dock Easement; and

C. Dock Structure located in the Dock Easement Area and adjacent lake maintenance easement shall be accessed, constructed, repaired, maintained, reconstructed, owned, and enjoyed in strict accordance with all applicable laws, regulations, codes, permits (including the Permit), the _____, and this Easement Agreement; and

D. A maximum of one (1) Dock Structure may be constructed within the Dock Easement.

E. **Conditions for the Construction of a Dock Structure.** No Dock Structure shall be constructed within the Dock Easement Area and adjacent lake maintenance easement unless Grantee complies with all requirements, terms, and conditions of the _____for construction of a Dock Structure for the benefit of Grantee's lot, including, if applicable, receipt of any approvals by the Association; and

4. Access; Prohibition Against Liens; Damage Repair.

A. The District hereby grants Grantee and their contractors the limited right to access the Dock Easement Area from time to time for the purposes described in this Easement Agreement. Grantee shall use all due care to access and use the Waterbody for the purposes contemplated by this Dock Easement without adverse impact and/or damage to any other Dock Structures within the Waterbody, any of the District's and/or Association's stormwater structures or improvements located in the Waterbody, or the functionality of the Waterbody's drainage system. Grantee shall assume responsibility for any and all damage to any real or personal property of the District, the Association or any third parties as a result of Grantee's use of the Waterbody or Dock Easement Area under this Easement Agreement.

B. Grantee shall not cause or permit and shall promptly remove any liens, including mechanic's or materialmen's liens, imposed against the Waterbody or any District or Association improvements located on the Waterbody for goods or services furnished to Grantee.

C. In the event that Grantee or their respective employees, agents, assignees, or contractors (or their subcontractors, employees or materialmen) cause damage to the Waterbody or any of the District's or Association's improvements located within the Waterbody, in the exercise of the rights granted herein, Grantee at Grantee's cost and expense, agrees to pay for the District's and/or Association's, as applicable, cost and expenses to pursue the restoration of the same and the improvements so damaged to the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, stormwater facilities, and other structures, within thirty (30) days after receiving written notice of the occurrence of any such damage. All repairs and/or restoration made pursuant to this Section 4.C. shall be conducted by the District and/or the Association, as applicable, in the District's and/or Association's sole discretion.

D. In the event that it is necessary for the District to access the adjacent lake maintenance easement area for any reason whatsoever, including but not limited to, accessing certain improvements located within the easement area for maintenance purposes, Owner shall temporarily

remove the Dock Structure located within the adjacent lake maintenance easement area, as directed by the District, at Grantee's exclusive expense. Replacement of the Dock Structure, once allowed by the District, shall also be at the Grantee's exclusive expense. Grantee agrees that in the event of emergency, or upon Grantee's failure to remove the Dock Structure, the District may remove all or any portion of the Dock Structure, at Grantee's expense, in order to repair or maintain its stormwater management facilities, and that the District is not obligated to re-install the Dock Structure to its original location and is not responsible for any loss or damage to the Dock Structure, or its supporting structure as a result of such removal.

5. Maintenance and Repair of Dock Structure; Remedies. Each Grantee as an owner of the Benefitted Lot shall repair and maintain the Dock Structure affixed to the subject Benefitted Lot in good condition and repair, at Grantee's sole cost and expense, and if necessary shall replace said Dock Structure from time to time, in accordance with the specifications in which the Dock Structure was originally constructed and/or subject to the terms and conditions of the_____. In the event that any Grantee fails to maintain, repair or replace the Dock Structure affixed to its Benefitted Lot as required by this section, the Association and/or the District shall have the right, but not the obligation, to perform such maintenance, repair or replacement at Grantee's sole cost and expense. If performed by the District and/or the Association, such Grantee shall reimburse the District and/or the Association, as applicable, within ten (10) days of written demand to such Grantee. In the event that Grantee fails to reimburse the District and/or Association as required by this section within such 10-day period, then the amount due by such Grantee to the District and/or Association shall accrue interest at the rate of ten percent (10%) per annum from the date due until actually paid, and the District and/or Association, as applicable, shall have the right to record a lien in the public records of Charlotte County, Florida against title to the Benefitted Lot and/or such Grantee's interest in the Dock Easement and Dock Easement Area, to secure any amount owed by such Grantee to the District and/or Association, as applicable, in accordance with this section, and to foreclose on such lien in accordance with Florida law.

6. Indemnification; Insurance.

A. Grantee, for so long as it shall own the Benefitted Lot, hereby agrees to indemnify and hold harmless the District, its supervisors, officers, and agents, and the Association, its board members, officers, and agents (all of the foregoing collectively, the "**Indemnified Parties**") from and against any claims, losses or liabilities arising out of or related to the use of the Dock Structure affixed to Grantee's Benefitted Lot. The Grantee's obligation to indemnify the Indemnified Parties shall include, without limitation: (a) claims arising out of accidents occurring on the subject Dock Structure or as a result of a person falling or jumping from the subject Dock Structure; (b) claims arising out of the utilization of the Dock Structure to tie up or hoist a watercraft; (c) claims arising out of watercraft or persons running into the Dock Structure; and (d) claims arising out of such Grantee's, its family, guests, contractors and subcontractors, and employees dumping of or discharging any debris or substance in the Waterbody.

B. Grantee's contractors (and their subcontractors, employees, and materialmen) performing work for Grantee in the Dock Easement Area pursuant to this Dock Easement shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming the District and the Association as an insured, in a combined-single limit of not less than $1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by the District and/or the Association.

7. **Compliance with Laws, Rules and Policies.** Grantee shall comply at all times with relevant statutes and regulations applicable to the purposes contemplated by this Easement Agreement and shall, upon request of the District and/or the Association, as applicable, provide proof of such compliance. Additionally, Grantee acknowledges that the Association and District have each adopted, or will adopt, certain rules and policies regulating the Waterbody (collectively, the "**Waterway Rules and Policies**"), which Waterway Rules and Policies may from time to time be amended by the Association or District, respectively, as provided by law. Grantee shall comply with the Waterway Rules and Policies as they shall exist from time to time.

8. **Sovereign Immunity.** Nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability 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 Easement 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.

9. **Recovery of Costs and Fees.** In the event either party is required to enforce this Easement Agreement by court proceedings or otherwise against the other party, then if successful, that party shall be entitled to recover from the other party against which recovery was sought reasonable attorneys' fees and paralegals' fees and costs.

10. **Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Easement Agreement.

11. **Amendment.** Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

12. **Assignment; Appurtenance.** Except as specifically provided herein, neither the District, nor Grantee may assign their rights, duties or obligations under this Easement Agreement without the prior written approval of the other; provided however, the Dock Easement shall be an appurtenance to the title of Grantee's Benefitted Lot. Any purported assignment without written authorization required herein shall be void.

13. **Independent Contractor.** In all matters relating to this Agreement, Grantee shall act as an independent contractor. Neither Grantee nor any individual employed by them in connection with the use of the Waterbody or the Dock Easement Area, are employees of the District or the Association under the meaning or application of any federal or state laws. Grantee agrees to assume all liabilities and obligations imposed by one or more of such laws with respect to itself and their employees in the use of the Waterbody and the Dock Easement Area. Grantee shall have no authority to assume or create any obligation, express or implied, on behalf of the District or the Association, and Grantee shall have no authority to represent the District as agent, employee or in any other capacity.

14. **Notices.** All notices, requests, consents, and other communications hereunder ("**Notices**") shall be in writing and shall be delivered or mailed by overnight courier, postage prepaid, to the parties as follows:

If to the District:

Babcock Ranch Community Independent
Special District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Jonathan T. Johnson, District Counsel

With a copy to: Babcock Ranch Residential Association, Inc.
42911 Lake Babcock Drive
Babcock Ranch, Florida 33982
Attn: Association Manager

If to Grantee:

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Grantee may deliver Notice on behalf of the District and Grantee. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

15. Interference by Third Party. The District shall be solely responsible for enforcing its rights under this Easement Agreement against any interfering party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this Easement Agreement.

16. Public Records. Grantee acknowledge and agree that all documents of any kind relating to this Easement Agreement may be public records and shall be treated as such in accordance with Florida law.

17. Controlling Law and Venue. This Easement Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Charlotte County, Florida.

18. Arm's Length Negotiation. This Easement Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Easement Agreement, the parties are deemed to have drafted, chosen and selected the language and any doubtful language will not be interpreted or construed against any party.

19. Third Party Beneficiaries. This Easement Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason of, or for the benefit of any third party not a formal party to this Easement Agreement. Nothing in this Easement Agreement

expressed or implied is intended nor shall be construed to confer upon any person or legal entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any of the provisions or conditions of this Easement Agreement; and all of the provisions, representations, covenants and conditions contained in this Easement Agreement shall inure to the sole benefit of and be binding upon the parties hereto and their respective representatives, successors and assigns.

20. Effective Date; Term. This Easement Agreement shall become effective on the date first written above and shall continue in full force and effect until amended or terminated by the parties.

21. Termination. District shall have the right to terminate this Easement Agreement, in addition to any other rights and remedies available to the District under this Agreement, at law or in equity, if Grantee shall fail to comply with any term, covenant or condition of this Agreement and such failure is not cured within the thirty (30) days of written notice from the District. Further, District shall terminate this Agreement in the event Association provides written notice to District that Grantee is in violation of any Waterway Rules and Policies. In the event that the District terminates this Agreement for any reason whatsoever, Grantee shall remove Grantee's Dock Structure within thirty (30) days of written notice from the District at Grantee's exclusive expense and restore the Dock Easement Area to its original condition. In the event the Grantee fails to remove Grantee's Dock Structure and complete restoration of the Easement Area within thirty (30) days of receipt of written notice of termination, the District and/or the Association may remove Grantee's Dock Structure and restore the Easement Area and invoice Grantee for any and all expenses incurred by District and/or the Association, as applicable. If work is completed by the District and/or the Association, such Grantee shall reimburse the District and/or the Association, as applicable, within ten (10) days of written demand to such Grantee. In the event that Grantee fails to reimburse the District and/or the Association as required by this section within such 10-day period, then the amount due by such Grantee to the District shall accrue interest at the rate of ten percent (10%) per annum from the date due until actually paid, and the District and/or the Association, as applicable, shall have the right to record a lien in the public records of Charlotte County, Florida against title to the Benefitted Lot and/or such Grantee's interest in the Dock Easement and Dock Easement Area, to secure any amount owed by such Grantee to the District and/or the Association in accordance with this section, and to foreclose on such lien in accordance with Florida law.

22. Authorization. The execution of this Easement Agreement has been duly authorized by the appropriate body or official of each of the parties hereto, each of the parties has complied with all the requirements of law and each of the parties has full power and authority to comply with the terms and conditions of this Easement Agreement.

23. Severability. The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.

24. Headings for Convenience Only. The descriptive headings in this Easement Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Easement Agreement.

25. Counterparts. This Easement Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the District has hereunto set its hand and seal the day and year first above written.

BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2007-306, Laws of Florida, as amended

Witnessed:

By:_____
Print Name: _____
Print Title: Chairperson

_____
Print Name: _____

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, by means of ☐ physical presence or ☐ online notarization, appeared _____ as Chairperson of the Babcock Ranch Community Independent Special District, a local unit of special-purpose government established pursuant to Chapter 2007-306, Laws of Florida, as amended, on behalf of the District, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal this _____ day of _____, 20_____.

_____
Notary Public

Personally known:_____
Produced Identification:_____
Type of Identification:_____

_____

IN WITNESS WHEREOF, the Grantee has hereunto set its hand and seal the day and year first above written.

[OWNER'S NAME]

By:

Witnessed:

_____ By:_____
Print Name: _____ Print Name:

_____
Print Name: _____

STATE OF _____
COUNTY OF _____

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, by means of ☐ physical presence or ☐ online notarization, appeared_____, as Owner of _____, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal this _____ day of _____, 20_____.

_____
Notary Public

Personally known:_____
Produced Identification:_____
Type of Identification:_____
_____

IN WITNESS WHEREOF, the Association is joining in this Easement to confirm its consent to the foregoing provisions and has hereunto set its hand and seal the day and year first above written.

BABCOCK RANCH RESIDENTIAL ASSOCIATION, INC., a Florida not-for-profit corporation

Witnessed:

By:_____
Print Name: _____
Print Title: _____

_____
Print Name: _____

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, by means of ☐ physical presence or ☐ online notarization, appeared _____ as _____ of the Babcock Ranch Residential Association, Inc., a Florida not-for-profit corporation, on behalf of the Association, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal this _____ day of _____, 20_____.

_____
Notary Public

Personally known:_____
Produced Identification:_____
Type of Identification:_____

_____

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.