POINCIANA COMMUNITY DEVELOPMENT DISTRICT
219 E. Livingston St., Orlando, FL 32801
ATTN: District Manager

DRAINAGE IMPROVEMENT INSTALLATION APPLICATION

The undersigned ("**Owner**") represents that they are the owners of record for the property described below ("**Property**"). The Owner desires to install drainage improvements consisting of drainage pipe ("**Drainage Improvements**") connecting from the gutter attached to the residential unit on the Property to the stormwater pond located adjacent to the Property owned and maintained by the Poinciana Community Development District ("**CDD**") and is submitting this Drainage Improvement Installation Application ("**Application**") for that approval.

Owner(s) Name(s) _____

Lot/Street Address _____

City, State and Zip Code _____

Phone Number _____

Lot Tax Folio Number _____

If using a Contractor for the installation of the Drainage Improvements, please identify:
Contractor Name: _____

License Number (if applicable): _____

Contractor Phone Number: _____

(Attach Certificate of Insurance from Contractor – if applicable):
Expected Start Date: _____ Expected Completion Date: _____

OWNERS' ACKNOWLEDGEMENT

In signing below and submitting this Application, Owner(s) acknowledge and agree as follows:

i. The Application and the Non-Exclusive License Agreement (*Installation of Drainage Improvements*) ("**License**") attached as **Attachment A** hereto, have been signed by all parties named as grantee or transferee in the most recent deed or other conveyance instrument recorded in the Official Records of Polk County for the Property.

ii. Owner(s) agree to abide by the terms of the License.

iii. Owner(s) have received the Drain Pipe Detail Sketch, attached hereto as **Attachment B** ("**Sketch**"), which details the minimum standards and guidelines for installation of the Drainage Improvement

iv. All Drainage Improvements must be installed per the minimum standard and guidelines provided in the Sketch, which shall be determined in the sole discretion of the District Engineer.

v. Owner(s) shall be responsible for the District's costs ("**Costs**") associated with processing this Application, License (review and recording), and inspection of the Drainage Improvements by District Engineer (including any re-inspections) in the amount of $100.00. Payment shall be made by Owner with this Application.

Owner Signature: _____ Date: _____

Co-Owner Signature: _____ Date: _____

District Management -- For Office Use Only
RECEIVED BY & DATE: _____ Payment Received: _____
APPROVED___ DISAPPROVED_____
Explanation for Disapproval (if applicable): _____

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

Attachments: License (Attachment A); Sketch (Attachment B)

This instrument was prepared by and upon recording should be returned to:	(This space reserved for Clerk)

[*Space above for recording purposes*]

Parcel ID for Property: _____

NON-EXCLUSIVE LICENSE AGREEMENT
(INSTALLATION OF DRAINAGE IMPROVEMENT)

THIS LICENSE AGREEMENT ("**Agreement**") is made and entered into this _____ day of _____, 20___, by and between:

POINCIANA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston St., Orlando, FL 32801 (hereinafter, the "**District**"); and

_____ and _____, (together, "**Owner**"), the fee simple owners of the "**Property**" identified as:

Lot ___, Block ___, as per the plat identified as _____ [*insert plat name*] ("**Plat**") recorded in Plat Book ___, Pages ___ et. seq., of the Official Records of Polk County, Florida.

WITNESSETH

WHEREAS, Owner owns the Property located within the District, which Property is located adjacent to District-owned stormwater pond(s) identified as Parcel I.D. _____ (the "**Drainage Facility**"); and

WHEREAS, Owner desires to construct drainage improvements consisting of drainage pipe connecting from the gutter attached to the residential unit on the Property to the nearest Drainage Facility consistent with the minimum standards and guidelines attached hereto as **Exhibit A** and incorporated herein (the "**Improvements**"), which Improvements will run through and encroach (the "**Encroachment**") into that portion of the Drainage Facility located adjacent to the Property (the "**License Area**"); and

WHEREAS, Owner requested that the District authorize such Encroachment into the License Area in order to facilitate construction of the Improvements; and

WHEREAS, the District 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.

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NOW, THEREFORE, for and in consideration of the mutual covenants and agreements provided herein, and for other valuable and good consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the District and Owner agree as follows:

1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

2. LICENSE FOR INSTALLATION & MAINTENANCE OF DRAINAGE IMPROVEMENT; LIMITATION. Subject to the terms of this Agreement, the District hereby grants to Owner a non-exclusive, revocable license for the sole purpose of installing and maintaining the Improvements within the License Area. Owner acknowledges that this Agreement authorizes only installation and maintenance of the Improvements for purposes of the Encroachment into the License Area and does not authorize any other encroachment.

3. OWNER'S RESPONSIBILITIES. Owner shall have the following responsibilities as a condition of the District's authorization of Owner's License rights granted herein for the installation, operation and maintenance of the Improvements in the License Area. Specifically, Owner shall:

(a) be fully responsible for the installation, operation and maintenance of the Improvements;

(b) obtain any and all applicable permits and approvals relating to Improvements including, but not limited to, any approvals by the applicable homeowners' association pursuant to its declaration of covenants, conditions and restrictions, as well as any other necessary legal interests and approvals. The District does not represent that the District has authority to provide all necessary approvals for the installation of Improvements;

(c) ensure that the installation, operation and maintenance of the Improvements are conducted in compliance with all applicable laws, including but not limited to, building codes, set-back requirements and other applicable laws, rules, ordinances and codes;

(d) be fully responsible for utility location on the Property and in the License Area;

(e) ensure that the installation, operation and maintenance of the Improvements does not damage any property of the District, or any third party's property, and, in the event of any such damage, Owner shall immediately repair the damage or compensate the District for such repairs to District property, at the District's option;

(f) ensure that Owner's exercise of privilege granted hereunder does not interfere with the District's rights to maintain the Drainage Facility and/or negatively impact the District's stormwater system, as determined in the District Engineer's sole discretion. Further, the Improvements shall be installed in such a manner as to not interfere with or damage any culvert pipes utilities that may be located within the Drainage Facility. Owner shall be responsible for locating and identifying any such stormwater improvements and/or utilities, if any;

FORM

(g) ensure that the District has free access to and from the stormwater management system, including allowing access to the Improvements, for the District to operate, maintain and repair the same, as needed;

(h) upon completion of the installation, continue to operate, maintain and repair the Improvements, in good and working condition; and

(i) keep the License Area free from any materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and Owner shall immediately discharge any such claim or lien.

4. REMOVAL AND/OR REPLACEMENT OF IMPROVEMENTS. The privilege and permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the District in the Drainage Facility described above and agrees never to deny such interest or to interfere in any way with the District's use of the same. Owner shall exercise the privilege granted herein at Owner's risk, and agrees that Owner shall never claim any damages against the District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District. Owner further acknowledges that, with adequate written notice, the District may remove all, or any portion of the Improvements, at Owner's expense, in order to repair or maintain the District's stormwater management facilities, and that the District is not obligated to re-install the Improvements to its original location and specification and is not responsible for any loss or damage to the Improvements, or its supporting structure as a result of such removal.

5. INDEMNIFICATION. Owner hereby agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Owner to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Owner as jointly liable parties; however, Owner shall indemnify the District for any and all percentage of fault attributable to Owner for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Owner further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

Obligations under this Section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

6. ASSIGNMENT; TERMINATION. Upon the sale of the Property, the Owner shall advise any successor(s) in interest and/or assign(s) of any portions of the Property ("Successor Owner") of the terms and conditions of this Agreement and Owner shall have the right to assign

this Agreement to any such Successor Owner. Whenever the word "Owner" is used within this Agreement, it shall be deemed to collectively mean and refer to the current fee simple record owners of the Property and its successors in interests and assigns. Notwithstanding anything else provided herein, the District, in its sole discretion, shall have the right to revoke the License and/or terminate this Agreement without cause at any time. The District may, at its option, record this Agreement in the public records of Polk County.

7. AMENDMENTS. Except as may be otherwise set forth herein, this Agreement may not be amended or modified in whole or in part except by an instrument in writing executed by the affected parties, and recorded in the Official Records of Polk County, Florida.

8. SOVEREIGN IMMUNITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District 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.

9. ENFORCEMENT. In the event of any litigation pertaining to this Agreement, the permission herein granted, the rights, duties, obligations or liabilities of the parties hereto, and the enforcement of any rights hereunder or the interpretation of any provision hereof, the substantially prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees, paralegal fees, court costs, and associated expenses from the other party, whether incurred before, during, or after trial, appellate proceedings, settlement, mediation, or negotiations.

10. APPLICABLE LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

11. COUNTERPARTS. This 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.

[*Signatures on the following pages*]

FORM

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date and year first written above:

Signed, sealed and delivered
in the presence of:

Witness:

_____
By:_____

Witness:

_____
By:_____

POINCIANA COMMUNITY DEVELOPMENT DISTRICT

_____
Chairperson, Board of Supervisors

STATE OF FLORIDA
COUNTY OF _____

The foregoing agreement was acknowledged before me by means of ___ physical presence or ___ online notarization, this ____ day of _____, 20__, by _____, as Chairperson of the Poinciana Community Development District, who____ is personally known to me or ___ produced _____ as identification.

_____
Notary Public, State of Florida
Print Name:_____
My Commission Expires:_____
My Commission No.:_____

FORM

[*Signature page of License Agreement (Installation of Drainage Improvements)*]

Signed, sealed and delivered
in the presence of:

Witness:

_____
By:_____

Witness:

_____
By:_____

Owner

_____
By: _____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing agreement was acknowledged before me by means of ___ physical presence or ___ online notarization, this ____ day of _____, 20__, by _____, as _____, who_____ is personally known to me or ___ produced _____ as identification.

_____
Notary Public, State of Florida
Print Name:_____
My Commission Expires:_____
My Commission No.:_____

FORM

[*Signature page of License Agreement (Installation of Drainage Improvements)*]

Signed, sealed and delivered
in the presence of:

Witness:

_____
By:_____

Witness:

_____
By:_____

Owner

_____
By: _____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing agreement was acknowledged before me by means of ___ physical presence or ___ online notarization, this ____ day of _____, 20__, by _____, as _____, who_____ is personally known to me or ___ produced _____ as identification.

_____
Notary Public, State of Florida
Print Name:_____
My Commission Expires:_____
My Commission No.:_____

FORM

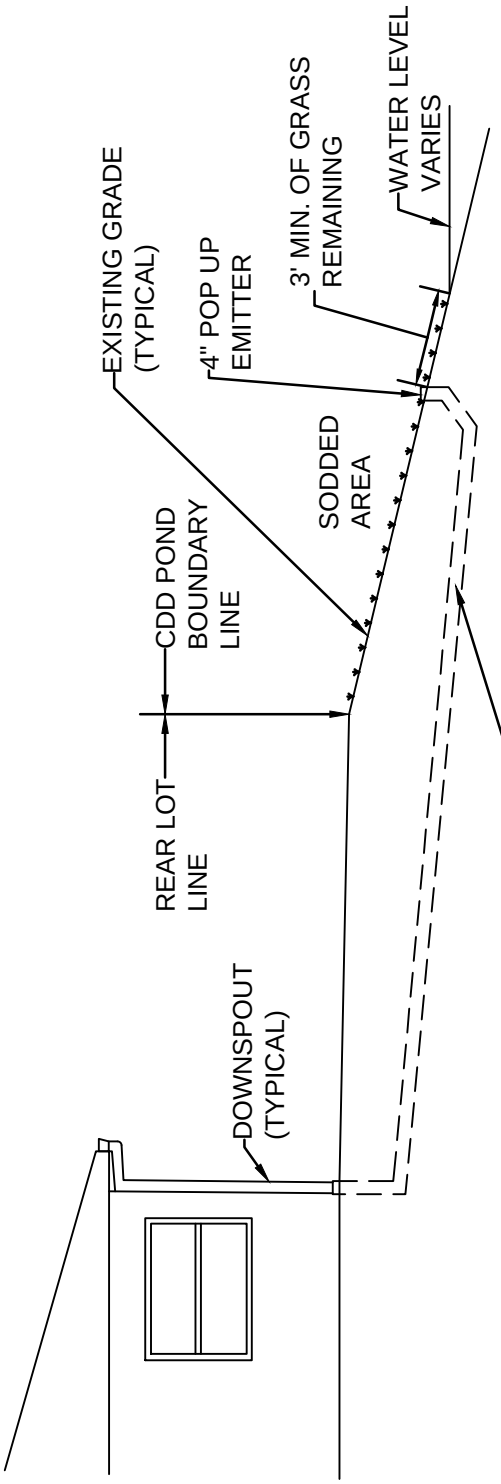
Exhibit A

License Area and Proposed Improvements

[*See attached*]

FORM

Attachment B
SKETCH



TYPICAL LAKE SECTION
WITH DRAIN PIPE DETAIL
SCALE: 1"=10'

TYPICAL DRAIN PIPE DETAIL

REVISIONS	
DATE:	DESCRIPTIONS

POINCIANA
CDD

gai consultants
EB 9951
618 SOUTH ST. SUITE 700
ORLANDO, FLORIDA 32801
PHONE: (407) 423-8398

DATE:	2022-05-10
DRAWN BY:	CDA
APPROVED BY:	KSL
SCALE:	AS SHOWN
PROJECT NO.:	A171208.00
SHEET NO.	EX-1