

## REVOCABLE EASEMENT ENCROACHMENT LICENSE

1. OWNERSHIP. Licensee desires to construct and install a boat dock in an easement area owned by the District, as illustrated on the attached Exhibit "A". The Licensee owns the following property, which is adjacent to the District's easement:

**PARCEL ID# D27M095**

**Lot 95 Villages of Sumter Unit No. 168, according to the plat thereof  
recorded in Plat Book 11, Page 12, Public Records of Sumter County,  
Florida.**

2. ENCROACHMENT. Licensee shall be permitted to construct and install, for its use only, those improvements that are depicted and more fully described in the attached Exhibit "B" for the purpose of constructing, placing, using and maintaining a boat dock, which is proposed to encroach upon the District's existing easement.

3. TERM/REVOCATION. This License shall run with the land and the terms and conditions set forth herein, and all of the duties and liabilities created hereby, shall be a benefit to and a burden upon the owners and occupants of the land, their assigns, and their successors in interest. The permission granted by the District for shared use of the existing described lands *is subject to revocation* by the District upon written notice to the property owner of record, as listed in the public tax records, and is immediately effective at the time the written notice is issued. Furthermore, this License neither conveys to Licensee any right, title or interest in or to any of the legal or equitable easement rights of the District, nor serves as the District's abandonment of its rights in and to the easement being encroached upon. If the District exercises its right to revoke this License and provides Licensee with written notice of such revocation, Licensee and/or any successors, assigns or future holders of interest in the land shall be responsible for the removal of the encroachment(s), obstruction(s), or structure(s) and the restoration of the terrain, at Licensee's sole cost and expense, within thirty (30) days of Licensee's receipt of the District's written notice of revocation, unless an emergent situation requires the removal of the encroachment to be accomplished in a shorter period of time. Said written notice of the District's revocation shall be made by certified mail, return receipt requested, hand-delivery, or personal service. In the event that removal of the encroachment(s) and restoration are not accomplished within thirty (30) days after Licensee's receipt of the District's notice of revocation, the District shall be hereby authorized to remove the encroachment(s). Licensee agrees to immediately reimburse the District for any and all costs incurred for said removal and restoration and Licensee shall hold District harmless for any liability for any damage to Licensee's personal property which may occur during such removal and restoration. The District shall have the right to make an assessment against the real property and collect the costs of removal and restoration in the same manner as general taxes are collected under state and local laws.

4. INDEMNIFICATION, RELEASE AND WAIVER. Licensee releases, waives, relinquishes, discharges, holds harmless, and will indemnify the District, its officers, elected officials, employees, agents, successors and assigns, from and against any and all claims, actions, damages, costs, losses, expenses, causes of action, demands and liabilities of any nature and character whatsoever, that Licensee may have, known or unknown, arising in any manner from or related to Licensee's construction, maintenance, repair, removal, or use of the above-described encroachment(s). The types of claims, actions, causes of action, demands and liabilities that are released, waived, discharged, relinquished, and will be indemnified herein include, but are not limited to, claims for any future revocation of this License by the District, or acts of Licensee's contractors, agents, employees, members, invitees, and consultants; any claims for damages or injuries to any person or property as a result of use of the encroachment including, but not limited to any acts of negligence or gross negligence of Licensee, District, or third parties. Further, Licensee understands that this release, hold harmless and indemnification agreement detailed in this paragraph shall inure to the benefit of the District, its officers, elected officials, employees, agents, successors, and assigns, and that it shall bind Licensee and Licensee's heirs, legal representatives, members, assigns and successors in interest.

5. DEFENSE. Licensee agrees to defend the District against any claims brought, or actions filed, against the District with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought, or an action filed with respect to the subject of indemnity herein, Licensee agrees to employ attorneys selected by the District to appear and defend the claim or action on behalf of the District, at the expense of Licensee. The District shall have the authority for the direction of the defense and any compromise or settlement. In the event Licensee fails to make payment for such defense as required herein, the District shall have the right to make an assessment against the real property and collect the costs of the



**EXHIBIT "A"**

**LOCATION OF DOCK**



0 100 200 300 400 500 600 700 800 900 1000 ft

### Sumter County Property Appraiser

Joey Hooten - Bushnell, Florida - 352-569-6800

**PARCEL: D27M095 - SINGLE FAMILY (00100)**

LOT 95 THE VILLAGES OF SUMTER UNIT NO 168 PB 11 PGS 12-12H

Name: BOATRIGHT KENNETH A & BARBARA		LandVal	\$484,450.00
Site: 2373 BAYPOINT WAY, THE VILLAGES, FL 32162		JustVal	\$1,384,610.00
Mail: 2373 BAYPOINT WAY, THE VILLAGES, FL 32162		Assd	\$1,352,620.00
Sales	01/2018	\$1,399,000.00 I (Q)	Exmpt 01 - Homestead \$25,000
Info	11/2015	\$100.00 I (U)	02 - Additional Homestead \$25,000
	07/2014	\$100.00 I (U)	Taxable \$1,302,620.00



This information, updated: 3/4/2021, was derived from data which was compiled by the Sumter County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office.

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**EXHIBIT "B"**

**DOCK DESIGN**



DESCRIPTION	QUANTITY	UNIT	APPROXIMATE	REMARKS
16d	1000	EA	1000	
2x4	100	LF	100	
2x6	100	LF	100	
2x8	100	LF	100	
2x10	100	LF	100	
2x12	100	LF	100	
3x4	100	EA	100	
3x6	100	EA	100	
3x8	100	EA	100	
3x10	100	EA	100	
3x12	100	EA	100	
4x4	100	EA	100	
4x6	100	EA	100	
4x8	100	EA	100	
4x10	100	EA	100	
4x12	100	EA	100	
5x5	100	EA	100	
5x6	100	EA	100	
5x8	100	EA	100	
5x10	100	EA	100	
5x12	100	EA	100	
6x6	100	EA	100	
6x8	100	EA	100	
6x10	100	EA	100	
6x12	100	EA	100	
8x8	100	EA	100	
8x10	100	EA	100	
8x12	100	EA	100	
10x10	100	EA	100	
10x12	100	EA	100	
12x12	100	EA	100	
1/2" x 4"	100	EA	100	
1/2" x 6"	100	EA	100	
1/2" x 8"	100	EA	100	
1/2" x 10"	100	EA	100	
1/2" x 12"	100	EA	100	
3/4" x 4"	100	EA	100	
3/4" x 6"	100	EA	100	
3/4" x 8"	100	EA	100	
3/4" x 10"	100	EA	100	
3/4" x 12"	100	EA	100	
1" x 4"	100	EA	100	
1" x 6"	100	EA	100	
1" x 8"	100	EA	100	
1" x 10"	100	EA	100	
1" x 12"	100	EA	100	
1 1/2" x 4"	100	EA	100	
1 1/2" x 6"	100	EA	100	
1 1/2" x 8"	100	EA	100	
1 1/2" x 10"	100	EA	100	
1 1/2" x 12"	100	EA	100	
2" x 4"	100	EA	100	
2" x 6"	100	EA	100	
2" x 8"	100	EA	100	
2" x 10"	100	EA	100	
2" x 12"	100	EA	100	
3" x 4"	100	EA	100	
3" x 6"	100	EA	100	
3" x 8"	100	EA	100	
3" x 10"	100	EA	100	
3" x 12"	100	EA	100	
4" x 4"	100	EA	100	
4" x 6"	100	EA	100	
4" x 8"	100	EA	100	
4" x 10"	100	EA	100	
4" x 12"	100	EA	100	
6" x 6"	100	EA	100	
6" x 8"	100	EA	100	
6" x 10"	100	EA	100	
6" x 12"	100	EA	100	
8" x 8"	100	EA	100	
8" x 10"	100	EA	100	
8" x 12"	100	EA	100	
10" x 10"	100	EA	100	
10" x 12"	100	EA	100	
12" x 12"	100	EA	100	
1/2" dia	100	EA	100	
3/4" dia	100	EA	100	
1" dia	100	EA	100	
1 1/2" dia	100	EA	100	
2" dia	100	EA	100	
3" dia	100	EA	100	
4" dia	100	EA	100	
6" dia	100	EA	100	
8" dia	100	EA	100	
10" dia	100	EA	100	
12" dia	100	EA	100	
1/4"	100	EA	100	
3/8"	100	EA	100	
1/2"	100	EA	100	
5/8"	100	EA	100	
3/4"	100	EA	100	
1"	100	EA	100	
1 1/4"	100	EA	100	
1 1/2"	100	EA	100	
1 3/4"	100	EA	100	
2"	100	EA	100	
2 1/4"	100	EA	100	
2 1/2"	100	EA	100	
2 3/4"	100	EA	100	
3"	100	EA	100	
3 1/4"	100	EA	100	
3 1/2"	100	EA	100	
3 3/4"	100	EA	100	
4"	100	EA	100	
4 1/4"	100	EA	100	
4 1/2"	100	EA	100	
4 3/4"	100	EA	100	
5"	100	EA	100	
5 1/4"	100	EA	100	
5 1/2"	100	EA	100	
5 3/4"	100	EA	100	
6"	100	EA	100	
6 1/4"	100	EA	100	
6 1/2"	100	EA	100	
6 3/4"	100	EA	100	
7"	100	EA	100	
7 1/4"	100	EA	100	
7 1/2"	100	EA	100	
7 3/4"	100	EA	100	
8"	100	EA	100	
8 1/4"	100	EA	100	
8 1/2"	100	EA	100	
8 3/4"	100	EA	100	
9"	100	EA	100	
9 1/4"	100	EA	100	
9 1/2"	100	EA	100	
9 3/4"	100	EA	100	
10"	100	EA	100	
10 1/4"	100	EA	100	
10 1/2"	100	EA	100	
10 3/4"	100	EA	100	
11"	100	EA	100	
11 1/4"	100	EA	100	
11 1/2"	100	EA	100	
11 3/4"	100	EA	100	
12"	100	EA	100	
12 1/4"	100	EA	100	
12 1/2"	100	EA	100	
12 3/4"	100	EA	100	
13"	100	EA	100	
13 1/4"	100	EA	100	
13 1/2"	100	EA	100	
13 3/4"	100	EA	100	
14"	100	EA	100	
14 1/4"	100	EA	100	
14 1/2"	100	EA	100	
14 3/4"	100	EA	100	
15"	100	EA	100	
15 1/4"	100	EA	100	
15 1/2"	100	EA	100	
15 3/4"	100	EA	100	
16"	100	EA	100	
16 1/4"	100	EA	100	
16 1/2"	100	EA	100	
16 3/4"	100	EA	100	
17"	100	EA	100	
17 1/4"	100	EA	100	
17 1/2"	100	EA	100	
17 3/4"	100	EA	100	
18"	100	EA	100	
18 1/4"	100	EA	100	
18 1/2"	100	EA	100	
18 3/4"	100	EA	100	
19"	100	EA	100	
19 1/4"	100	EA	100	
19 1/2"	100	EA	100	
19 3/4"	100	EA	100	
20"	100	EA	100	
20 1/4"	100	EA	100	
20 1/2"	100	EA	100	
20 3/4"	100	EA	100	
21"	100	EA	100	
21 1/4"	100	EA	100	
21 1/2"	100	EA	100	
21 3/4"	100	EA	100	
22"	100	EA	100	
22 1/4"	100	EA	100	
22 1/2"	100	EA	100	
22 3/4"	100	EA	100	
23"	100	EA	100	
23 1/4"	100	EA	100	
23 1/2"	100	EA	100	
23 3/4"	100	EA	100	
24"	100	EA	100	
24 1/4"	100	EA	100	
24 1/2"	100	EA	100	
24 3/4"	100	EA	100	
25"	100	EA	100	
25 1/4"	100	EA	100	
25 1/2"	100	EA	100	
25 3/4"	100	EA	100	
26"	100	EA	100	
26 1/4"	100	EA	100	
26 1/2"	100	EA	100	
26 3/4"	100	EA	100	
27"	100	EA	100	
27 1/4"	100	EA	100	
27 1/2"	100	EA	100	
27 3/4"	100	EA	100	
28"	100	EA	100	
28 1/4"	100	EA	100	
28 1/2"	100	EA	100	
28 3/4"	100	EA	100	
29"	100	EA	100	
29 1/4"	100	EA	100	
29 1/2"	100	EA	100	
29 3/4"	100	EA	100	
30"	100	EA	100	
30 1/4"	100	EA	100	
30 1/2"	100	EA	100	
30 3/4"	100	EA	100	
31"	100	EA	100	
31 1/4"	100	EA	100	
31 1/2"	100	EA	100	
31 3/4"	100	EA	100	
32"	100	EA	100	
32 1/4"	100	EA	100	
32 1/2"	100	EA	100	
32 3/4"	100	EA	100	
33"	100	EA	100	
33 1/4"	100	EA	100	
33 1/2"	100	EA	100	
33 3/4"	100	EA	100	
34"	100	EA	100	
34 1/4"	100	EA	100	
34 1/2"	100	EA	100	
34 3/4"	100	EA	100	
35"	100	EA	100	
35 1/4"	100	EA	100	
35 1/2"	100	EA	100	
35 3/4"	100	EA	100	
36"	100	EA	100	
36 1/4"	100	EA	100	
36 1/2"	100	EA	100	
36 3/4"	100	EA	100	
37"	100	EA	100	
37 1/4"	100	EA	100	
37 1/2"	100	EA	100	
37 3/4"	100	EA	100	
38"	100	EA	100	
38 1/4"	100	EA	100	
38 1/2"	100	EA	100	
38 3/4"	100	EA	100	
39"	100	EA	100	
39 1/4"	100	EA	100	
39 1/2"	100	EA	100	
39 3/4"	100	EA	100	
40"	100	EA	100	
40 1/4"	100	EA	100	
40 1/2"	100	EA	100	
40 3/4"	100	EA	100	
41"	100	EA	100	
41 1/4"	100	EA	100	
41 1/2"	100	EA	100	
41 3/4"	100	EA	100	
42"	100	EA	100	</