

FENCE INSTALLATION AND ENCROACHMENT POLICY

This policy (“**Policy**”) sets forth the process to address property owners’ requests to place fences within East Nassau Stewardship District (“**District**”) easements located on resident lots (collectively, “**Easements**”). The District owns and operates the stormwater systems, facilities, and improvements (collectively, “**Stormwater Improvements**”) serving the lands within the District. As part of that system of Stormwater Improvements, the District holds certain platted easement rights along certain lots that allow the District to access lakes, pipes, and other stormwater improvements for operation and maintenance of same, among other necessary and/or convenient actions of the District to maintain the Stormwater Improvements in compliance with applicable laws. The drainage and access easements are required to be in place by state and local authorities that have provided approvals for the operation of the system of Stormwater Improvement and are necessary for the proper operation and maintenance of such system in accordance with approval requirements. Relatedly, the District has an obligation under the District’s bond covenants to properly maintain such system and its other improvements.

In order to accommodate the property owners’ requests, the following policy is provided. The policy intends to balance both the desires of property owners to locate fences within District easements, and the need for the District to properly comply with applicable laws and ensure that the District’s Stormwater Improvements are properly operated and maintained and that District’s access to its Stormwater Improvements remain unimpeded:

1. Any property owner seeking a variance to install a fence within a District’s Easement located on a resident lot (“**Encroachment**”) shall submit such a request to the District’s manager (contemporaneous with or subsequent to a submittal of a related application for same to the Wildlight Residential Association, Inc. (“**Association**”), as applicable and such requirements may be amended from time to time by the Association) to the address or e-mails provided below, and provide the following items:
 - a. Review fee in the amount of \$350¹ to cover staff review and recording fees, due and payable to be submitted at the time of application submittal.
 - b. Information regarding the fence installation (e.g., a copy of the application to the HOA, applicable County permit or application for same, type of fence, location, survey and/or drawings, contractor information, etc.).
 - c. A fully executed *Easement Use Agreement*, in recordable form.
 - d. If owned by more than one person, each and every party named on the deed must sign the Easement Use Agreement
 - e. District Address:
East Nassau SD
2300 Glades Road
Suite 410W
Boca Raton, Florida 33431

Email Addresses:
Todd Haskett thaskett@ccmcnet.com
Ernesto Torres torrese@whhassociates.com

¹ Pursuant to the published notice for this rulemaking and rate setting public hearing, the District reserves the right to adjust the review fee in the future up to an amount not to exceed \$1,000 by an action of the Board of Supervisors of the District.

2. The District shall review the application to ensure that installation of the fence would not adversely affect the access, functioning and/or maintenance of the District's improvements. Applications will be reviewed on a first-come, first-served basis, and, recognizing that there are only so many access points to individual lakes, may be denied for later applications due to a lack of adequate access, among other reasons.
3. If approved, and upon confirmation of all applicable approvals from other governmental and/or Association having jurisdiction over such fence installation, the District shall record the *Easement Use Agreement*; notify the resident of the approval; and conduct a final inspection of the fence upon installation to ensure that the fence is installed on the correct easement area and without harm of any kind to the stormwater system or other applicable District improvements.

Following additional "Terms and Conditions" of the Policy shall apply to each and every approved Encroachment request, in addition to the terms provided herein as well as the *Easement Use Agreement*:

- I. Per the terms of the *Easement Use agreement*, approval is not perpetual, and is for a set period of ten (10) years, starting from the date of the full execution of the *Easement Use Agreement* or the recording of same, whichever is later. The property owner must, at least thirty (30) days prior to the expiration of the *Easement Use Agreement*, submit a request for renewal of such agreement, which, if approved by the District, must be evidenced by a written amendment to the *Easement Use Agreement* to be fully executed by the parties and recorded in the public records of Nassau County, Florida.
- II. To allow subsequent property owners an opportunity to install fences in the Easements, the District will not automatically renew any *Easement Use Agreement*. In the event the property owner shall fail to request for renewal of an existing *Easement Use Agreement*, the property owner shall promptly remove any fences located within the District Easement and, in the event the property owner fails to do so, the District reserves the right to step in and remove such fences at the sole cost and expense of such property owner.
- III. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Policy and the *Easement Use Agreement* in strict accordance therewith, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same, including but not limited to any claims of prescriptive easement or otherwise.

Effective Date: June 25, 2025

EXHIBIT B

FORM OF EASEMENT USE AGREEMENT

After recording, please return to:

District Counsel
Kutak Rock, LLP
107 W. College Avenue
Tallahassee, FL 32301

EASEMENT USE AGREEMENT

This Easement Use Agreement ("**Agreement**") is executed as of this ____ day of _____, 20____, by _____ ("**Owner**") whose address is _____, and the **EAST NASSAU STEWARDSHIP DISTRICT**, a local unit of special purpose government created and existing pursuant to Chapter 2017-206, Laws of Florida ("**District**"), whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

WITNESSETH:

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

WHEREAS, Owner desires to install fencing improvements ("**Improvements**") as depicted in the survey and drawing attached hereto as **Exhibit A** ("**Encroachment**") that will encroach upon an easement depicted in the Plat ("**Easement**"), located on the Property and dedicated to the East Nassau Stewardship District ("**District**");

WHEREAS, the District has no present objection to the Owner's installation, construction, operation, use, maintenance, repair, and replacement of the Improvements encroaching upon the Easement, provided that Owner agrees to the terms and conditions set forth below; and

WHEREAS, the District hereby consents to the Encroachment within the Easement, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, it is agreed to by the parties follows:

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

2. Owner Responsibilities. The Owner has the following responsibilities and agrees that:

a. The Owner shall be fully responsible for the installation, construction, operation, use, maintenance, repair, and replacement of the Improvements. No other construction of improvements, other than Improvements specifically depicted in Exhibit A, shall be allowed.

b. The Owner shall be responsible for ensuring that the installation, construction, operation, use, maintenance, repair, and replacement of the Improvements are conducted in compliance with all applicable laws and regulations governing same (including but not limited to building codes, set back requirements, permits, license, or property owner's association's approval).

c. The District, by entering into this Agreement does not represent that the District has authority to provide all necessary approvals relative to the installation, construction, operation, use, maintenance, repair, and replacement 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 property owner's association, Nassau County, as well as any other necessary legal interests and approvals).

d. The Owner shall ensure that the installation, construction, operation, use, maintenance, repair, and replacement of the Improvements does not damage any property of District or any third party's property, and, in the event of any such damage, the Owner shall immediately repair the damage or compensate the District or the third party, as applicable, for such repairs, at the District's or third party's option.

e. Owner's exercise of rights hereunder shall not interfere with the District's rights under the Easement. Further, the Improvements shall be installed in such a manner as to not interfere with or damage any culvert pipe or other District improvements that may be located within the Easement, or any utilities within the Easement. It shall be Owner's responsibility to locate and identify any such improvements and/or utilities.

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 shall maintain the Improvements in good condition.

g. Additionally, the Owner shall keep the Easement 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 granted to install the Improvements, and the Owner shall immediately discharge any such claim or lien.

3. Removal and/or Replacement of Improvements. The consent to Encroachment granted herein is given to Owner as an accommodation and is revocable at any time, with or without cause. Owner acknowledges the legal interest of the District in the Easement described above and agrees never to deny such interest or to interfere in any way with District's use. Owner will exercise the privilege granted for installation, construction, operation, use, maintenance, repair, and replacement of the Improvements at Owner's own risk and expense and agrees that Owner will never claim any damages against the District for any injuries or damages suffered on account of Owner's exercise of such privilege, regardless of the fault or negligence of the District. In the event Owner fails to comply with such request or in a case of emergency, Owner further acknowledges that, without notice, the District may remove all, or any portion

or portions, of the Improvements installed upon the Easement at Owner's expense, and that the District is not obligated to re-install the Improvements to its original location and is not responsible for any damage to the Improvements, or its supporting structure as a result of the removal. Owner further acknowledges that District will recover from the Owner all costs and expenses associated with such removal.

4. Indemnification. Owner agrees for him/herself and successors and assigns that they shall indemnify, defend and hold harmless Nassau County, the District, St. Johns River Water Management District, Wildlight Residential Association, Inc., Rayonier, Inc. and its affiliated entities, as well as each entity's respective officers, supervisors, staff, agents and representatives (the foregoing parties collectively, "**Indemnitees**"), against all liability for damages, obligations, claims, liabilities, expenses and/or fees (including reasonable attorneys' fees and court costs) including personal injury or property damage arising out of this Agreement and the use of the Easement area by the Owner, his/her respective contractors, agents, employees or invitees at any time which the Encroachment remains within the Easement area or otherwise resulting from, arising out of, in any way connected with, this Agreement or the Owner's exercise of the privileges granted to install the Improvements.

5. Covenants Run with the Land. This Agreement shall be recorded at the Owner's expense in the Official Records of Nassau County, Florida. 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, until such time as the privilege granted herein are revoked or terminated. 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.

6. Term. This Agreement shall be effective from the date of full execution and recording of same in the public records of Nassau County, Florida, whichever is later, and ten (10) years from such date. The Owner must, at least thirty (30) days prior to the expiration of this Agreement, submit a request for renewal of this Agreement, which, if approved by the District, must be evidenced by a written amendment to be fully executed by the parties and recorded in the public records of Nassau County, Florida ("**Renewal**"). In the even the Owner fails to seek timely Renewal of this Agreement and therefore no subsequent amendment to this Agreement is recorded evidencing such Renewal, this Agreement shall automatically terminate pursuant to the terms herein.

7. Termination. In the event of (i) revocation and/or reversal of applicable approvals from other governmental and/or property owners' association having jurisdiction over such fence installation, or (ii) non-Renewal of this Agreement, this Agreement shall automatically terminate without further action by the parties. Additionally, the Owner or the District may terminate this Agreement, with or without cause, by giving the other party ninety (90) days' written notice of termination.

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

10. 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 Owner has executed the day and date first above written.

WITNESSES:

[INSERT OWNER INFORMATION]

By: _____

Print Name

Address: _____

By: _____

Print Name

Address: _____

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 _____ who ☐ is personally known to me or ☐ produced _____ as identification.

[notary seal]

Print Name: _____

Notary Public, State of Florida

WITNESSES:

[INSERT OWNER INFORMATION]

By: _____

Print Name

Address: _____

By: _____

Print Name

Address: _____

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 _____ who ☐ is personally known to me or ☐ produced _____ as identification.

[notary seal]

Print Name: _____

Notary Public, State of Florida

WITNESSES:

EAST NASSAU STEWARDSHIP DISTRICT

By: _____

Print Name

By: _____

☐ Chair / ☐ Vice Chair

Address: _____

By: _____

Print Name

Address: _____

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 202__, by _____ as _____ to the East Nassau Stewardship District, who ☐ is personally known to me or ☐ produced _____ as identification.

[notary seal]

Print Name: _____

Notary Public, State of Florida

Exhibit A

[Survey and Drawing of Fence Improvement]