

QUARRY COMMUNITY DEVELOPMENT DISTRICT

APPLICATION FORM

FOR VARIANCE FROM EASEMENT

This form should be completed by homeowners who are applying to the Quarry Community Association (“HOA”) to install improvements on a lot, where such installation may impact the easement rights of the Quarry Community Development District (“CDD”). Notably, the CDD is responsible for the stormwater system and conservation areas serving the community, and, accordingly, holds certain rights in, among other lands, all “Drainage Easements,” “Lake Maintenance Easements,” and “Conservation Easements.” It is the homeowner’s responsibility to carefully review all property records and ensure that the homeowner and his or her contractor do not construct improvements (e.g., fences, landscaping, sprinklers, patios, decks, air conditioners, pools, etc.) within any such easement areas. (Note that such easements are identified on the community plats, but the plats may or may not correctly identify the CDD as the responsible party. Please contact the CDD if you are in doubt about any such easements.)

While the CDD discourages such requests, the CDD may in its sole discretion elect to grant limited variances in order to allow improvements to be placed in an easement area where the improvements will not materially affect the CDD’s stormwater system. To obtain such a variance, a homeowner must:

1. Complete this Application Form.
2. Provide a copy of any application materials submitted to the HOA, including but not limited to:
 - a. Site Plan,
 - b. Sketch of Work, and
 - c. Design Plans
3. Submit a check for \$500.00 to the CDD for the CDD’s cost to review the application. Additional fees may be charged as well at cost, in the event that the CDD is required to spend additional monies on engineering and/or other consultants to review the application.
4. Complete and execute a Variance Agreement for Installation of Improvements within CDD Easement (“Variance Agreement”).
5. Provide a Certificate of Insurance showing: 1) bodily injury and property damage liability insurance in the amount of \$1,000,000 per occurrence, 2) statutory worker’s compensation insurance, 3) employer’s liability insurance, and 4) automobile liability insurance in the amount of \$1,000,000 per occurrence, all of which shall be maintained in force for the duration of the work. The Certificate shall name the CDD as an additional insured.

Once the information is provided, it will be reviewed by the CDD Staff, and your property will be inspected to determine whether a variance is appropriate. Then, a final determination will be made by either CDD Staff and/or the CDD’s Board of Supervisors, and a notice will be sent indicating whether your application was approved or denied.

If your application is approved, the Owner shall notify the CDD prior to commencing work and upon completing work, so that the CDD may inspect the applicable easement area. Any such inspection shall not be deemed an approval by the CDD of any work, and the CDD shall retain all rights to enforce the terms of the Variance Agreement.

Please provide the following information:

1. Property Owner Name(s): _____

- 2. Property Address: _____

- 3. Cell Phone of Owner: _____
- 4. Email Address of Owner: _____
- 5. Describe Scope of Work: _____

- 6. Estimated Start Date: _____
- 7. Estimated Completion Date: _____
- 8. Name and Contact Information for Contractor(s): _____

Acknowledged and agreed to by:

OWNER		OWNER	
SIGNATURE	DATE	SIGNATURE	DATE

PLEASE RETURN THIS COMPLETED FORM TO:

Quarry Community Development District
 c/o District Manager
Inframark Management Services
 210 N University Drive, Suite 702
 Coral Springs, FL 33071

PLEASE NOTE THAT ANY INSPECTION DONE BY THE CDD IS FOR CDD PURPOSES ONLY AND MAY NOT BE RELIED UPON BY THE HOMEOWNER FOR ANY PURPOSE.

NOTE TO STAFF: This form may contain confidential information. Please do not disclose its contents without first consulting the District Manager.

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, Bob Koncar by e-mail at bob.koncar@inframark.com or by phone at 904-626-0593

After recording, please return to:

Quarry Community Development District
Inframark Management Services
210 N University Drive, Suite 702
Coral Springs, FL 33071

**VARIANCE AGREEMENT FOR INSTALLATION OF IMPROVEMENTS
WITHIN CDD EASEMENT**

This *Variance Agreement* for Installation of Improvements within CDD Easement (“**Agreement**”) is entered into as of this ____ day of _____, 20____, by and among _____ and _____ (together, “**Owner**”) and the Quarry Community Development District (“**CDD**”), a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes.

WITNESSETH:

WHEREAS, Owner is the owner of Lot ____, Block ____, as per the plat (“**Plat**”) of _____ Phase ____ recorded in Plat Book ____, Pages ____ et seq., of the Public Records of Collier County, Florida (“**Property**”); and

WHEREAS, Owner desires to erect certain improvements described as _____ (“**Improvements**”) within a CDD _____ easement (“**Easement**”) located _____ (“**License Area**”), as shown on the Plat; and

WHEREAS, due to the CDD’s legal interests in the Easement, among other reasons, Owner requires the CDD’s consent before constructing improvements within any portion of the Surface Water Management System, including the Easement; and

WHEREAS, the CDD 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.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

1. **Recitals.** The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.
2. **License for Improvements Installation & Maintenance; Limitation.** Subject to the terms of this Agreement, the CDD hereby grants Owner the right, privilege, and permission to install and maintain removable Improvements on the License Area.

3. **Owner Responsibilities.** The Owner has the following responsibilities:
- a. The Owner shall be fully responsible for the installation and maintenance of the Improvements.
 - b. The Owner shall use only licensed and insured contractors to install the Improvements. Further, the Owner shall be responsible for ensuring that the installation and maintenance of the Improvements are conducted in compliance with all applicable laws (including but not limited to building codes, set back requirements, etc.).
 - c. CDD, by entering into this Agreement, does not represent that CDD has authority to provide all necessary approvals for the installation 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 the Quarry Community Association, Inc. ("Association"), as well as any other necessary legal interests and approvals).
 - d. The Owner shall ensure that the installation and maintenance of the Improvements does not damage any property of CDD or any third party's property, and, in the event of any such damage, the Owner shall immediately repair the damage or compensate the CDD for such repairs, at the CDD's option.
 - e. Owner's exercise of rights hereunder shall not interfere with CDD's rights under the Easement. For example, if the Improvements include a fence, such fence shall be installed within the Easement a few inches higher than ground level, so as not to impede the flow of water, or shall otherwise be constructed so as not to impede the flow of water. Further, the Improvements shall be installed in such a manner as to not interfere with or damage any culvert pipe or utilities that may be located within the Easement. It shall be Owner's responsibility to locate and identify any such stormwater improvements and/or utilities. Further, the Owner shall pay a licensed and insured professional contractor to mark any existing improvements and/or utilities prior to installation of the Improvements.
 - 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 agrees to maintain the Improvements in good condition.
 - g. Additionally, the Owner shall keep the License 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 under this Agreement, and the Owner shall immediately discharge any such claim or lien.
 - h. The Owner shall notify the CDD prior to commencing work and upon completing work, so that the CDD may inspect the License Area. Any such inspection shall not be deemed an approval by the CDD of any work, and the CDD shall retain all rights to enforce the terms of this Agreement.

4. **Removal and/or Replacement of Improvements.** The permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the CDD in the Easement described above and agrees never to deny such interest or to interfere in any way with CDD's use. Owner will exercise the privilege granted herein at Owner's own risk, and agrees that Owner will never claim any damages against CDD for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the CDD. Owner further acknowledges that, without notice, the CDD may remove all, or any portion or portions, of the Improvements installed upon the License Area at Owner's

expense, and that the CDD is not obligated to return or re-install the Improvements to their original location and is not responsible for any damage to the Improvements, or their supporting structure as a result of the removal.

5. **Indemnification.** Owner agrees to indemnify, defend and hold harmless Collier County, the South Florida Water Management District, and the CDD as well as any officers, supervisors, staff, agents and representatives, and successors and assigns, of the foregoing, against all liability for damages and expenses resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder.

6. **Covenants Run with the Land.** 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. Whenever the word "Owner" is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns.

7. **Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the CDD 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.

8. **Default.** A default by either party under this Agreement – including but not limited to Owner's failure to meet its obligations under Section 3 above – shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance.

9. **Attorney's Fees & Costs.** The prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney's 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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and date first above written.

Witnesses:

By: _____

Print Name

Owner:

Print Name

By: _____

Print Name

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ . He [] is personally known to me or [] produced _____ as identification.

NOTARY PUBLIC

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

[signatures continue on following page]

[SIGNATURE PAGE TO VARIANCE AGREEMENT
FOR INSTALLATION OF IMPROVEMENTS WITHIN CDD EASEMENT]

Witnesses:

By: _____

Print Name

Owner:

Print Name

By: _____

Print Name

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ . He [] is personally known to me or [] produced _____ as identification.

NOTARY PUBLIC

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

[signatures continue on following page]

[SIGNATURE PAGE TO VARIANCE AGREEMENT
FOR INSTALLATION OF IMPROVEMENTS WITHIN CDD EASEMENT]

Witnesses:

Quarry Community Development District

By: _____

By: _____

Print Name

Print Name

By: _____

Print Name

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as Chair of the Board of Supervisors of the Quarry Community Development District, on behalf of said district. He [] is personally known to me or [] produced _____ as identification.

NOTARY PUBLIC

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

[end of signature pages]