



**THIS FORM IS REQUIRED TO MAKE ANY
MODIFICATIONS INCLUDING DOCKS/PIERS TO THE
WATERVIEW GREENBELT**

**WATERVIEW PROPERTY OWNERS ASSOCIATION
(Section 94 of SGC)
NON-EXCLUSIVE LICENSE AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this License Agreement at Port Charlotte, Florida, the day and year written below.

LICENSOR:

Signed President, Waterview Property Owners Association, Inc.

Printed Name: _____ Date: _____
State of _____ County of _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____,
by Waterview Property Owners Association, Inc., on behalf of the corporation who
produced _____ as identification.

[seal] _____ (Sign) _____

(Print) _____

My Commission Expires: _____

LICENSEE:

Signed Licensee 1

Signed Licensee 2 (if needed)

Date: _____

Printed Name: Licensee 1

Date: _____

Printed Name: Licensee 2 (if needed)

State of _____ County of _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____,

Who produced _____ as identification.

[seal] _____ (Sign) _____

(Print) _____

My Commission Expires: _____



WATERVIEW PROPERTY OWNERS ASSOCIATION

(Section 94 of SGC)

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT granted by the Waterview Property Owners' Association, Inc., a Florida corporation not for profit, (hereinafter collectively referred to as "Licensor") to

Insert Property Owner

(hereinafter referred to as the "Licensee").

A. LICENSOR: is the owner of certain real property Lot located East of the St Paul bridges on the Zyphyr Waterway and, Staunton Waterway; East of St Paul Drive on the Santa Cruz Waterway; and along the shoreline of the Interceptor Lagoon (hereinafter collectively referred to the "Waterway"), as more particularly depicted and designated as:

Tracts G-2 and G-3, lying in the FIRST REPLAT IN PORT CHARLOTTE SUBDIVISION SECTION NINETY-FOUR, as recorded in Plat Book 15, Pages 48A through 48R, Public Records of Charlotte County, Florida.

(Hereinafter referred to as the "Greenbelt").

B. LICENSEE: is the fee owner of certain real property Lot located adjacent to the Greenbelt in the County of Charlotte, State of Florida, and more particularly described as:

Insert Address

(hereinafter referred to as the "Licensee's Property")

C. It is the desire of Licensor to grant a license on, over and across a portion of the Greenbelt to the Licensee, and it is the desire of the Licensee to accept such grant of license, in accordance with the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee, intending legally to be bound, agree as follows:

- 1. LICENSE:** Licensor hereby gives to Licensee a non-exclusive license to enter upon and use the Greenbelt only within the area lying directly between Licensee's Property and the highwater line for Waterway lot owners and for non-Waterway lot owners with the Greenbelt directly behind their property to a maximum depth of 100ft into the Greenbelt, as depicted on the First Replat in Port Charlotte Subdivision Section Ninety Four, as recorded in Plat Book 15, Pages 48A through 48R, of the Public Records of Charlotte County, Florida, and no other property, which use is expressly limited to the uses set forth in a. through j. below, provided, however, that prior to exercising any of its rights under this License Agreement, Licensee shall first submit to Licensor at the address set forth in Paragraph 7 below to the attention of the Environmental Control Committee, a

specific statement describing the work and drawn site plan therefore in writing at least sixty (60) days prior to doing any work or making any modifications to the Greenbelt for Licensor's prior written approval. Licensor, by and through the Environmental Control Committee, shall have the right to approve, reject or modify the Licensee's request. Any work or modifications done without Licensor's prior written consent shall be considered unauthorized and shall constitute a default under this License Agreement. All work, modifications or improvements shall be at Licensee's sole expense. This agreement is not an easement appurtenant. Only the following uses are allowed, subject to the consent requirement set forth above:

a. DETERMINATION OF WETLAND AND UPLAND:

The Waterview Environmental Control Committee (ECC) must know if the Greenbelt that is being requested for modification is classified as Wetland or Upland per Florida Department of Environmental Protection (FDEP) guidelines.

The Licensee must have a 'Request for Verification of an Exemption' with a Wetland and/or Upland Assessment completed by the FL DEP. The Licensee is to provide the FL DEP results classifying the Greenbelt area as a Wetland and/or Upland to the ECC. This determination must accompany any request for use of the Greenbelt for Waterway lot owners. Once the determination has been made it can be used for future requests to the ECC.

b. ACCESS WETLAND: Only above ground walkways are permitted on Wetlands. The FDEP will determine the walkway construction requirements including what if any mangroves can be removed for the walkway.

c. ACCESS UPLAND: Pedestrian ingress and egress pathways over and across the Upland Greenbelt must be made of pervious materials that allow rain to soak into the ground and not run off (such as wood chips, bark, pervious pavers or gravel). Concrete, asphalt or other solid materials cannot be used on the Greenbelt. Pathways must have borders on both sides of the path to contain the path materials.

d. ACCESS WIDTH: Each platted lot adjacent to the Greenbelt may have only one (1) above ground walkway on Wetlands, or ingress and egress pathway over and across Upland Greenbelt. Upland path may be eight (8) foot maximum in width. Wetland path may be four (4) foot maximum in width.

e. DOCKS AND PIERS: The right to construct and maintain a dock or pier that will accommodate one or two watercraft. Additional personal watercraft is allowed if it is kept attached to the approved existing dock. No floating docks are to be attached and/or kept in place by poles that are dug into the bottom of the waterway.

Boats at docks or piers must be operable and kept in good physical appearance.

f. DETERMINATION OF SHORELINE ON WATERWAY LOTS: The amount of shoreline permitted, per each individual waterway lot for docks, piers, walkway/pathway will be determined by the Environmental Control Committee (ECC). If your waterway rear lot line is parallel to the waterway line, the side lot lines may be extended to the shoreline based on the determination by the Environmental Control Committee. Non-parallel waterway lots (i.e. triangle, pie shaped lots) that do not have rear lot lines that are parallel to the waterway line, will have the side lot lines determined by the ECC on a case-by-case basis.

All construction of the approved related work and maintenance in the Waterway abutting the Greenbelt must comply with applicable laws, and in a location and configuration approved by Licensor in writing. Modifications to the Greenbelt must avoid shore-land erosion. The Licensee may, with Licensor's advance written approval, undertake reasonable erosion control measures in compliance with applicable laws. Licensee acknowledges that erosion control measures are subject to approval from various governmental agencies having jurisdiction. Further, while Licensor acknowledges that it is difficult to estimate the time necessary to obtain approval from the pertinent governmental agencies, Licensee shall obtain all approvals and not make any modifications until approvals are received and reviewed by ECC.

g. ELECTRIC AND WATER LINES: Licensee is permitted to place underground electrical and/or water lines through the Greenbelt in compliance with all applicable codes to provide reasonable lighting/electrical and water service to the dock or pier. Irrigation may be used on the Greenbelt, but it must be approved by the ECC. The location and specifications of the underground electrical and water line(s) shall require Licensor's prior written consent.

h. SEAWALL: No seawall shall be erected, built or constructed on the Greenbelt or Waterview Property.

i. REMOVAL OF TREES, BRUSH AND SHRUBBERY:

1. On Wetlands, the right to clear invasive trees, brush and shrubbery by machinery and/or heavy equipment is extremely limited and/or impossible due to the wet ground. Cutting any mangroves or a path through the mangroves is highly restricted per Florida DEP guidelines and requires Florida DEP approval. Mangroves may only be trimmed by a licensed arborist that is certified to trim mangroves according to FDEP Regulations.
2. Upland clearing is permitted (under Subparagraph (c) above). The Licensee is allowed to remove invasive trees, brush and shrubbery between Licensee's Property and the Waterway in a location approved by Licensor in writing. Once the Upland Greenbelt is cleared, the Licensee is required to maintain and mow the

cleared Greenbelt. It must be maintained to be complimentary with the neighboring Greenbelt.

The Florida Invasive Species Council lists Category I Invasive Species at: floridainvasivespecies.org/plantlist.cfm. This Category I Invasive Species list will assist Licensee with defining the invasive species. Additional information about Florida Native Plant can be found at <https://florida.plantatlas.usf.edu/>.

The removal of any existing Florida Native plants or trees is strictly prohibited.

This License Agreement is and shall be expressly limited to the uses and purposes set forth above. No other uses, alterations, storage, improvements or other activities shall be allowed on the Greenbelt.

i. PROHIBITED ACTIVITIES INCLUDE, BUT ARE NOT LIMITED TO:

1. Constructing or placing any unauthorized improvements or structures such as buildings, fences, decks, mobile homes, recreational vehicles, camping trailers, permanent or mobile camping structures, benches, sheds, irrigation pumps, landscaping, etc. is prohibited.
2. Performing any topographic changes or alterations of the natural landscape by excavation, drainage, filling, and dumping, or any other means is strictly prohibited on Wetlands and by special approval for Uplands.
3. Dumping trash or any unsightly or offensive materials; erecting, displaying, or maintaining signs is prohibited.
4. Removing, destroying, cutting or trimming any stumps, trees, shrubs, bushes, or plants is prohibited except as noted above in paragraph i.
5. No overnight camping; open fires or fire pits; permanent placement or the overnight leaving of carts, wagons, barbecue grills, bicycles or similar items; including ground disturbing activities operating motorized vehicles; and the overnight storing of watercraft (other than at an approved dock or pier).
6. Kayaks, canoes, and paddleboards do not count as boats, but must be kept on the dock or on approved racks in upland areas.

2. TERM: The term of this License Agreement shall commence on the date that this agreement is executed by all parties until such date that this License Agreement is terminated pursuant to Paragraph 5 below.

3. COMPLIANCE WITH LAWS: Licensee covenants and agrees that the walkway/pathway, lighting/electrical, water service, irrigation piping, any approved items, dock and/or pier shall at all times be kept in good and safe condition and in accordance with all applicable laws, ordinances, rules, regulations and requirements of all federal, state and municipal governments, including, but not limited, all environmental protection laws (which are collectively referred to herein as "applicable laws"). Licensee shall indemnify, defend and hold Licensor harmless from and against any and all loss, cost, liability, or expenses, including but not limited to, attorneys fees and costs, whether incurred prior to or at trial, or on appeal, for any and all violations of the applicable laws related to the dock and/or pier, their construction, existence, maintenance, or removal, or otherwise.

4. LICENSEE ASSUMPTION OF RISK: Both Licensee and Licensor recognize the hazards incident to leaving a watercraft stored at Licensee's dock or pier. Licensee acknowledges that the water levels of the Waterway may vary from time to time and that Interceptor Lagoon is and shall remain a high speed body of water for boaters. Licensor assumes no responsibility for any damages, liability or loss whatsoever, including, but not limited to, change in water levels, wakes from passing watercraft, electrical accident, collision, fire, theft, sinking, animals, acts of God and naturally occurring hazards.

5. TERMINATION: If Licensee violates any of the terms and conditions set forth in this License Agreement including, but not limited to, conducting or allowing any activities in violation of Paragraph 1, Licensor shall have the right to declare Licensee in default, and Licensor shall send written notice to Licensee of such default pursuant to paragraph 7. If Licensee fails to cure such default within thirty (30) days after written notice to Licensee (provided, however, that in the event Licensor has sent more than three (3) notices of default to Licensee, Licensor shall have no duty to allow Licensee the opportunity to cure the fourth default), then Licensor may exercise the remedies reserved to Licensor hereunder. Further, Licensee acknowledges that certain defaults may not be able to be cured within thirty (30) days of notice or public safety may require immediate termination of the License Agreement, and in those situations Licensor shall have no duty to allow for a cure period and may terminate the License Agreement immediately. Licensor shall have, in addition to all other rights and remedies at law or in equity, the absolute right to terminate this License Agreement after expiration of the applicable notice and cure period. In the event of a termination, the Licensee shall in such event promptly remove its dock, pier and/or the other improvements, and if it fails to remove such items, Licensor is authorized to do so at Licensee's expense. Licensor shall have the right to exercise its right to terminate this License Agreement in whole or in part. This License agreement is not transferable nor can it be assigned to a new owner at any time. If the property is sold, this agreement is null and void. New owners must sign a new non-exclusive license agreement with the Waterview Property Association and comply with any revisions of newer versions of this agreement.

6. SUCCESSORS AND ASSIGNS: The terms, conditions and rights contained herein, shall be covenants running with the Greenbelt and shall be appurtenant to the Greenbelt. The terms and conditions contained herein shall bind, inure to the benefit of and be enforceable by Licensor and its representatives, agents, employees, successors and assigns.

7. NOTICE: Whenever notice is required to be given pursuant to this License Agreement, the same shall be given in the manner and to the party as follows:

To Licensor:

Waterview Property Owners Association, Inc.
PO Box 298
Placida FL, 33946

To Licensee:

**Insert Property Owner & Mailing Address,
Phone Number and email address**

All notices and other communications required or permitted hereunder shall be in writing and mailed in the United States mail, postage prepaid, addressed to Licensor or Licensee, as the case may be, at the address set forth above, or at such other address as either party shall hereafter designate by like notice, which notices shall be deemed to have been given on the date of mailing.

8. SEVERABILITY: If any term, provision or condition of this License Agreement shall, to any extent, be invalid or unenforceable, the remainder of this License Agreement (or the application of such term, provision or condition to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby; and each term, provision and condition of this License Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. FLORIDA LAW: The terms and provisions of this License Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10. ATTORNEYS' FEES: Either party hereto (and in the case of Licensor, its respective representatives, successors and assigns) may enforce this instrument by appropriate action, and the prevailing party in such action shall be entitled to recover, its reasonable attorneys' fees, costs and expenses incurred in such action for all pre-suit matters, lawsuits, and post judgment matters.

11. COUNTERPARTS: This License Agreement may be executed in one or more counterparts, each of which shall be deemed an original and which, when taken together, shall constitute one and the same instrument. Signature(s) of the parties to this License Agreement may be executed and notarized on separate pages.

12. AMENDMENT: Neither this License Agreement nor any of the terms, covenants or conditions may be modified or amended.

13. NON-EXCLUSIVE RIGHTS: Licensee understands that the Greenbelt is subject to the authority of the Waterview Property Owner's Association, Inc. and the rights granted under this License Agreement are subject to the Declaration of Covenants and Restrictions, recorded in Official Records Book 669, Page 1484, et. seq., of the Public Records of Charlotte County, Florida, as amended and supplemented. Licensor expressly reserves and retains the right to use, or to grant to others the right to use, the surface and subsurface of, and the air space above, the Greenbelt for all lawful purposes, including without limitation the right to pass over the Greenbelt to remove improvements on the Greenbelt that are in violation of this License Agreement and to perform Licensor's obligations under Declaration of Covenants and Restrictions, recorded in Official Records Book 669, Page 1484, et. seq., of the Public Records of Charlotte County, Florida.

14. LAWS AND REGULATIONS: The License Agreement herein granted shall be subject to all laws, rules, regulations, ordinances and other requirements of law, including, but not limited to, federal, state and local laws, rules, regulations, ordinances and other legal requirements.

15. INDEMNITY: Licensee shall and hereby does indemnify and hold Licensor harmless from and against any and all claims, liabilities, costs and expenses arising from or in connection with this License Agreement and Licensee's use and maintenance of the Greenbelt, including but not limited to, loss of life, injury and/or damage to persons or property, or interference with or violation of real property rights. Licensee shall, at Licensee's expense, repair any damage to the Greenbelt occurring as a result of Licensee's use of the Greenbelt.

16. VIOLATION: After notice and expiration of the cure period provided in Paragraph 5 hereof, Licensor may, but shall not, in any event, be obligated to, make any payment or perform any act hereunder to be made or performed by the Licensee; provided, however, that no entry by Licensor upon the Greenbelt for such purposes shall constitute or be deemed to be an interference with this License Agreement; and provided, further, that no such payment or performance by Licensor shall constitute or be deemed to be a waiver or consent to a default by the Licensee hereunder, or shall prevent Licensor from pursuing any other right or remedy available hereunder, at law or in equity. All sums paid by Licensor and all costs and expenses (including, but not limited to, attorneys' fees) incurred by Licensor in connection with any such payment or performance, together with interest at the highest rate permitted by applicable law, shall be due and payable by the Licensee within twenty-one (21) days after the receipt of notice from Licensor setting forth the amounts due and owing pursuant to this Paragraph.

17. FILING OF LICENSE AGREEMENT: The Licensee is required to register and file a copy of this fully executed document with the Charlotte County Clerks office within thirty (30) days of signing. Failure to do so, however, has no negative impact on Licensor's rights under this agreement.