

**EXHIBIT "G"**  
**FORM OF PRIVATE DOCK LICENSE**

PREPARED BY AND RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REVOCABLE LICENSE

This Revocable License ("License") is made as of the \_\_\_\_ day of \_\_\_\_, 20\_\_ by OSCEOLA CHAIN OF LAKES COMMUNITY DEVELOPMENT DISTRICT (the "CDD"), and \_\_\_\_\_ ("Owner").

RECITALS:

- A. The CDD is the a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes, the functions of which are more particularly described pursuant to the Hanover Lakes Declaration (the "**Declaration**") recorded in Official Record Book \_\_\_\_, at Page \_\_\_\_, of the Public Records of Osceola County, Florida.
- B. Owner owns a Home in Lot \_\_\_\_, Block \_\_\_\_ of Hanover Lakes, according to the plat thereof, recorded in Plat Book \_\_\_\_ at Page \_\_\_\_ of the Public Records of Osceola County, Florida. The Home is contiguous to a portion of the Navigable Retention Pond, as described in the Declaration, which is a water body. CDD is the entity responsible for the ownership, maintenance and/or repair of such Navigable Retention Pond.
- C. Owner wishes to construct and maintain a Private Dock on the portion of the Community Property reflected on **Exhibit A** attached hereto (the "**Land**"). The CDD has consented to the construction of the Private Dock on the terms and conditions hereinafter set forth.

IN CONSIDERATION of the mutual promises hereinafter set forth and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, CDD and Owner agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated herein by reference.
2. **Definitions.** All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
3. **License.** CDD hereby grants to Owner this revocable, exclusive License to use the Land adjacent to Owner's Home solely for the purpose of construction of the Private Dock.
4. **Subsequent Owners.** Any subsequent Owners of the Home shall be deemed to be the licensee hereunder to the same extent as if it were the Owner names herein if, at the time of conveyance of the Home to such subsequent Owner:
  - 4.1 The prior Owner is in full compliance with the terms and conditions of this License; and
  - 4.2 This license is transferred to such subsequent Owner by an instrument executed by current Owner, CDD, and such subsequent Owner and recorded among the Public Records of Osceola County, Florida.

5. Responsibility of Subsequent Owners. The recordation of a conveyance of the Home and an instrument transferring this License shall be deemed to be acceptance by a subsequent Owner of all terms, conditions and requirements of this License, and it shall be the responsibility of a subsequent Owner to determine whether the current Owner of the Home is in compliance with this License and any applicable government permits at the time of conveyance of the Home. The execution of any transfer of this License is not an agreement of CDD that the Private Dock is in compliance with the requirements of this License or the Declaration.

6. Construction. This License shall be construed in accordance with the laws of the State of Florida, contains the entire agreement and understanding between CDD and Owner with respect to the subject matter hereof, and shall be binding upon the parties hereto and their respective assigns.

7. Amendment. This License may not be modified or amended except by an instrument in writing signed by the CDD and Owner.

8. Notices. Any notice required or permitted hereunder shall be in writing, may be sent by United States certified mail, return receipt requested, personal delivery, telefax, or courier service to the address set forth in this License (or such other address either party hereto shall have furnished in writing to the other) and shall be deemed received upon actual receipt except if the addressee fails or refuses to accept delivery in which event, receipt shall be deemed to have taken place upon the first date of attempted delivery by any of the means set forth herein.

Address of CDD:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address of Owner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Indemnification. Owner shall indemnify, defend and hold harmless CDD and Declarant, and their respective directors, officers, employees, attorneys and agent from and against all liability, claims, demands, costs, and expenses, whether justified or not, including attorney's fees, paraprofessional fees and expenses at administrative, trial, and appellate levels, which may be incurred or imposed upon any of them by reason of injury to or death of persons, damage to Home or any other claim or damage arising directly or indirectly out of Owner's use, construction or existence of the Private Dock on the Land.

10. No Liability. CDD shall have no responsibility or liability for injury to or the death of any person or damage to any Home by reason of its execution and delivery of this License or for any act or omission of Owner. The term Owner, for purposes of this paragraph, shall include any contractor or subcontractor employed to construct, maintain, repair or replace the Private Dock, members of the Owners' family and/or any of Owner's employees, guests, agents or invitees.

11. Compliance. When constructed, the Private Dock shall be constructed, maintained and operated solely in accordance with all permits issued therefore and in accordance with the requirements of the Declaration. The construction, existence, repair, replacement, maintenance and use of the Private Dock shall at all times be in compliance with applicable statutes, ordinances, rules and regulations, and permits and approvals issued in connection therewith, all of which shall be the responsibility of Owner at his or her sole cost and expense.

12. Insurance. As a condition to Owner's construction of the Private Dock on the Land and the subsequent use by the Owner thereof, Owner shall deliver to CDD evidence of there being in full force and effect liability insurance with respect to injury and damage to person and the Home in amounts reasonably determined by

the CDD. Such insurance shall be issued by an insurance company acceptable to the CDD and the CDD shall be named as additional insured. The insurance company shall furnish written evidence that the insurance shall not be terminated or modified in any manner except upon thirty (30) days prior written notice to the CDD. In the event that an Owner does not comply with the provisions of this Section 12, the CDD, if it is able to do so, may obtain such insurance and is authorized to impose an individual Assessment upon the Owner's Home in the amount of the required premium, but if it is not able to obtain such insurance or elects not to do so, the CDD shall have the right to terminate the use of the Private Dock, including, if necessary, the institution of legal action to enjoin such use. If CDD does not obtain such insurance, it shall not be liable or responsible for any loss or damage suffered by an Owner or any other person, or damage to the Private Dock or a Home.

13. Right to Remove. The CDD shall have the right to remove the Private Dock from the Land if the Owner fails to comply with the provisions hereof or the provisions of the Declaration. Such removal shall be at the total expense of the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first-above written.

WITNESSES:

OSCEOLA CHAIN OF LAKES  
COMMUNITY DEVELOPMENT DISTRICT

By: \_\_\_\_\_

\_\_\_\_\_, Chairperson

(Corporate Seal)

OWNER(S):

STATE OF FLORIDA     )  
                                  ):SS  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, as Chairperson of the OSCEOLA CHAIN OF LAKES COMMUNITY DEVELOPMENT DISTRICT, on behalf of the district who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, STATE OF FLORIDA  
Print Name:  
My Commission Expires:

STATE OF FLORIDA     )  
                                  ):SS  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_, who is/are personally known to me or who has/have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, STATE OF FLORIDA

*Print Name:*

My Commission Expires:

COPY