

## Policy for Improvements within Anabelle Island Community Development District Easements

*Effective: November 19, 2025*

1. If a resident desires to install improvements within an Anabelle Island Community Development District (“District”) Easement, the resident must:
  - a. Submit a written variance request to the District Manager or his or her designee prior to commencement of such installation. The request must be made by the owner of the property and must contain, at a minimum, the following information:
    - i. The contact information of the person making the variance request;
    - ii. The lot number or street address of the lot on which the improvement is to be installed;
    - iii. A description of the improvement(s) to be installed;
    - iv. A diagram showing the proposed location of the improvement(s); and
    - v. The requested commencement date of the installation of said improvement(s).
  - b. Reimburse the District for all costs it incurs in processing the variance request. Additional fees may be required if external consultants or special reviews are needed
2. The District Engineer shall review the variance request to determine if the proposed improvement(s) would have a negative impact on any District improvements, including the stormwater management system. Such review may include, in the District Engineer’s discretion, conducting an in-person site inspection. The District Engineer shall recommend one of the following actions:
  - a. Approve the variance request, with or without conditions; or
  - b. Deny the variance request.
3. If the District Engineer recommends approving the request, District staff shall coordinate execution of a variance agreement in substantially the form attached hereto as **Attachment A**, unless other considerations necessitate denying the request, with such revisions as may be deemed necessary and approved by District Counsel, in consultation with District staff. The District reserves the right to deny any request, even if recommended for approval by the District Engineer, if other considerations warrant such denial. Upon execution of the agreement, District staff shall record the agreement in the Official Records of Clay County. At the conclusion of the installation of any approved improvements, the District Engineer shall conduct a post-installation review to certify that the improvements do not exceed the scope of the approval.
4. If the District Engineer recommends denying the request, District staff shall notify the applicant that the variance request was denied and that the proposed improvements may not be installed within the District Easement(s).
5. There shall be no requirement to bring the variance request before the Board of Supervisors for approval, unless extraordinary circumstances warrant Board consideration.
6. The District’s approval of a variance request constitutes approval from the District only. The resident is responsible for obtaining any other necessary approvals, permits and authorizations, including but not limited to approvals from any homeowners’ association, Clay County, and any other entities having an interest in the property, as applicable.
7. If improvements are constructed within a District Easement without prior approval, including improvements that exceed the scope of any prior approval, the District reserves the right to require the resident to remove, relocate, or modify the improvement(s) at the resident’s sole expense. If the resident is unresponsive to the District’s requests, the District may remove said improvement(s) on its own and charge the resident the cost of said removal. The District also reserves the right to take any appropriate legal action to enforce its rights under this policy or to collect any costs due.

8. If improvements are constructed with approval within a District Easement but at some point, in the future, said improvements threaten the health, safety or welfare of residents or District improvements, the District will make every reasonable effort to contact the landowner to work to resolve the issues but may, in its reasonable discretion, modify or remove the landowner's improvements immediately to protect said interests.

**Attachment A**  
**Form of Variance Agreement**

After recording, please return to:  
Anabelle Island Community Development District  
c/o Governmental Management Services, L.L.C.  
475 West Town Place, Suite 114  
St. Augustine, Florida 32092

Parcel Identification No.: \_\_\_\_\_

**VARIANCE AGREEMENT FOR INSTALLATION OF IMPROVEMENTS  
WITHIN ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT EASEMENT**

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

**WITNESSETH:**

**WHEREAS**, Owner is the owner of Lot \_\_\_\_\_, as per the plat (“**Plat**”) of \_\_\_\_\_, recorded as Instrument Number \_\_\_\_\_, of the Public Records of Clay County, Florida (“**Property**”); and

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

**WHEREAS**, due to the District’s legal interests in the Easement, among other reasons, Owner requires the District’s consent before constructing improvements within the Easement; and

**WHEREAS**, the District has agreed to consent to the installation of the Improvements within the Easement Area, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of 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. **Easement for Improvements Installation & Maintenance; Limitation.** Subject to the terms of this Agreement, the District hereby grants Owner the right, privilege, and permission to install and maintain removable Improvements on the Easement 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 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. The District, by entering into this Agreement, does not represent or warrant that the District 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 any applicable homeowners' 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 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 for such repairs, at the District's option, within thirty (30) days of written notice from the District.
- e. Owner's exercise of rights hereunder shall not interfere with District's rights under the Easement, and Owner acknowledges that the District's use and maintenance rights shall take precedence over Owner's rights granted herein. 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 that may be located within the Easement, or any utilities within the Utility Easement. It shall be Owner's responsibility to locate and identify any such stormwater improvements and/or utilities. Further, the Owner shall, at Owner's sole expense, engage a licensed and insured professional contractor to locate and mark any existing improvements and/or utilities prior to installation of the Improvements and shall provide written documentation of such marking to the District prior to beginning any work.
- 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 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 under this Agreement, and the Owner shall immediately discharge any such claim or lien.

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 District in the Easement(s) 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 herein at Owner's own risk and agrees that Owner will never claim any damages against District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District, to the fullest extent permitted by Florida law. Owner further acknowledges that, without notice, the District may remove all, or any portion or portions, of the Improvements installed upon the Easement Area at Owner's expense, and that the District 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 Clay County, the St. Johns River Water Management District, and the District as well as any officers, supervisors, staff, agents and representatives, and successors and assigns, of the foregoing, against all liability for damages, expenses, attorney's fees, and costs resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder, including but not limited to any claims related to property damage, personal injury, or death.

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 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 be construed to extend the District's liability beyond the limits established in Section 768.28, *Florida Statutes*, 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:**

**Owner**

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

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

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 \_\_\_\_\_. The person ☐ is personally known to me or ☐ produced \_\_\_\_\_ as identification and who did or did not take an oath.

NOTARY PUBLIC

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES FOLLOW]

**ANABELLE ISLAND COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

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

Chair/Vice Chair, Board of Supervisors

Print Name

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as Chair/Vice Chair of the Board of Supervisors of the Anabelle Island Community Development District, on behalf of said district. The person ☐ is personally known to me or ☐ produced \_\_\_\_\_ as identification.

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

[END OF SIGNATURE PAGES]