

**NON-EXCLUSIVE DRIVEWAY APRON AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Seven Oaks Community Development District, a special purpose local government established pursuant to Chapter 190, Florida Statutes, whose current mailing address is 3434 Colwell Avenue, Suite 200, Tampa, FL 33614 (the “District”) and \_\_\_\_\_ whose address is \_\_\_\_\_, together with their successors and assigns (the “Homeowner”).

WHEREAS, the District is the owner of the public right-of-way located in front of the lot located at \_\_\_\_\_, Block: \_\_\_\_\_, Lot: \_\_\_\_\_, in the \_\_\_\_\_ subdivision.

WHEREAS, the Homeowner has requested permission to improve the portion of their driveway located in front of their Lot on District owned right-of-way in the following manner: material, pavers, color stain/seal, etc. to match the material, pavers, color stain/seal, etc. of the rest of the driveway.

WHEREAS, the Homeowner agrees to the following:

- A. The Homeowner will be solely responsible for the cost and expense.
- B. The Homeowner ensures that the work performed will not endanger or interfere with persons upon the street or sidewalk and will indemnify the District for any costs incurred due to injuries or damages to third parties as a direct result of the updated apron.
- C. The Homeowner shall not modify or alter any control structures, drainage pipes, or facilities within the driveway apron.
- D. Nothing contained herein shall constitute a waiver by the District of its right to use the driveway apron.
- E. The Homeowner understands and agrees that in the event the District must excavate the driveway apron to maintain, repair, or replace any underground facility, the District will replace the original concrete apron and the Homeowner will be solely responsible for restoring the updated material, pavers, color stain/seal, etc. to the apron to match the driveway. As such, if the Homeowner increases the width of the driveway apron, the District will not be responsible for replacing same width extension in the event of the District need to access/use the driveway apron.

For good and valuable consideration, the parties agree as follows:

- 1. The rights and obligation of the Homeowner under this Agreement shall run with the land and shall be binding upon all successive owners of the property described above.
- 2. This Agreement represents the entire Agreement between the parties hereto, with respect to the subject matter contained herein, and supersedes all prior understandings or agreements.

3. This Agreement may be terminated only when the Homeowner restores the driveway apron to its natural (original) concrete surface.

4. In the event that either the District or the Homeowner is required to enforce the Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all reasonable fees and costs incurred.

5. This Agreement shall be governed by Florida law with venue in the county in which the District is located.

*[SIGNATURES TO FOLLOW ON THE NEXT PAGE]*

IN WITNESS WHERE OF, the parties hereto have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**WITNESSES:**

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**RESIDENTS:**

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

Printed Name: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

**SEVEN OAKS COMMUNITY DEVELOPMENT DISTRICT**

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_, who are both personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed/Typed Name of Notary

Commission No. \_\_\_\_\_

Commission Expires \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by \_\_\_\_\_, who is the \_\_\_\_\_ of the Seven Oaks Community Development District, who personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed/Typed Name of Notary

Commission No. \_\_\_\_\_

Commission Expires \_\_\_\_\_