

**CYPRESS GROVE COMMUNITY DEVELOPMENT DISTRICT
STANDARD PERMIT**

THIS PERMIT, granted this ____ day of _____, _____, by Cypress Grove Community Development District, hereinafter referred to as the "District," 8756 Boynton Beach Boulevard, Suite 2100, Boynton Beach, FL 33472, to _____ (Name), _____ (Address), Florida _____ (Zip), hereinafter referred to as the "Permittee," is a non-exclusive permit to _____ as shown on the plans and specifications identified as project/job _____, attached hereto and made a part hereof.

WITNESSETH:

1. Permittee agrees to obtain any necessary consents from the owners of the subject property, in the event the District does not own said lands, to obtain any and all applicable federal, state and local permits required in connection with Permittee's use of the land; and at all times, to comply with all requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the lands by Permittee pursuant to this Permit. The District, however, assumes no duty to insure that any such authorizations have been obtained. Permittee is the owner of lands adjacent to the property that is the subject of the permit; said adjacent property is more particularly described in the attached Exhibit "A" and will benefit from this permit.
2. Permittee understands and agrees that the use of the property pursuant to this Permit is subordinate to the rights and interest of the District and to the extent applicable, that of the landowner. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations by the District whatsoever regarding the District's right, title or ownership as to the subject property for which this Permit is sought.
3. District specifically reserves the right to maintain its facilities located on the property, to make improvements, add additional facilities, maintain, construct or alter roads, maintain any facilities, devise or improvements on the property which aid in or are necessary to District operation; and the right to enter upon the lands at all times for such purposes. Permittee understands that in the exercise of such rights and interest, or as a result of a change in applicable zoning, permits or other governmental approvals, the District, from time to time, may require Permittee, at Permittee's sole cost and expense, (i) to relocate, alter or remove its facilities and equipment or other improvements made by Permittee pursuant to this Permit or (ii) to submit a new permit application (or both). District retains the right to enter upon the lands and make said relocation, alterations or removal of Permittee's facilities, equipment and other improvements if Permittee fails to do so within a reasonable time, and Permittee hereby agrees to reimburse District for all its costs and expenses incurred in connection therewith upon demand.
4. Permittee agrees that it will not use the property in any manner which materially interferes with the District's use of lands or causes a hazardous condition to exist.
5. The District assumes no responsibility for the ownership, operation and/or maintenance of the facilities permitted herein.
6. Permittee shall adhere to the General Conditions attached hereto and made a part hereof.
7. Permittee shall, at its own expense, promptly repair or replace any and all damage to the facilities, roads and rights-of-way of the District resulting from the installation, operation, maintenance, repair or removal of the above, and restore same to a condition substantially equal to that which existed immediately prior to infliction of the damage.
8. Permittee shall, at its own expense, promptly repair or replace any and all damages to the facilities of others resulting from the installation, operation, maintenance, repair or removal of the above and restore same to a condition substantially equal to that which existed immediately prior to infliction of the damage.
9. Permittee shall, at its own expense, upon sixty (60) days written notice (or, in the event of an emergency, upon such notice as is reasonable under the circumstances), to Permittee from the District, remove or relocate any

facility of the Permittee that is found by the District to be interfering in any material way with the safe, convenient or continuous use, maintenance or repair of any District facility or road. Failure or neglect of the Permittee to remove or relocate such facility within the allocated time may result in District's removal or relocation of said facility, wherein the Permittee shall promptly pay the District for all District expenses incurred by such removal or relocation.

10. Permittee shall, at its own expense and within a reasonable time, adjust the position and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the District.
11. Permittee does hereby indemnify and hold harmless the District, its Board of Supervisors, officers, agents and personnel against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out of, or result from, the implementation of the proposed project of the Permittee.
12. If Permittee shall violate any of the terms or conditions of this Permit, or shall not correct or remedy same within thirty (30) days of receiving written notice from the Board of Supervisors of the District or its duly authorized representative, then, and in that event, said Board of Supervisors may, at its option, revoke, cancel and terminate this Permit.
13. The rights and obligations contained herein shall be binding upon the Permittee, the District and their successors and assigns, provided, however, that the rights and obligations of the Permittee shall not be separated from, and shall run with, ownership of the property described in the attached Exhibit "A" (or, if said property is subdivided, that portion thereof to which the Structure is physically connected). The parties agree that a copy of this Agreement may be recorded in the Public Records of Palm Beach County, Florida.
14. If any of the works which are the subject of this Permit are conveyed, assigned, transferred, gifted to any third party or are operated by a third party, then the Permittee shall be obligated to provide a copy of this Permit and its conditions to said successor, assign or operating entity. Further, such successor, assign, or operating entity shall be obligated to comply with all of the conditions of this Permit.
15. If either Party hereto is required to bring a court action to enforce the provisions of this Permit, the non-prevailing party in such action shall be responsible for all reasonable expenses, including, but not limited to, attorneys fees and litigation expenses. In the event of any litigation regarding the Permit or this Agreement, the parties agree that venue thereof shall be had only in the courts of Palm Beach County, Florida. The terms and provisions of this Agreement and the Permit shall be construed and interpreted according to the laws of the State of Florida.

NOTE: The District assumes no responsibility for the ownership, operation and/or maintenance of the facilities permitted herein.

WITNESSES

CYPRESS GROVE COMMUNITY
DEVELOPMENT DISTRICT

Name: _____

By: _____

Name: _____

Name: _____

Title: _____

PERMITTEE

Name: _____

By: _____

Name: _____

Name: _____

Title: _____
(if applicable)