

Folio/Tax
Identification Number 02-45-25-P3-0200A.0430

NON-DISTURBANCE AND ENCROACHMENT AGREEMENT

WHEREAS, MICHAEL AND BARBARA HOLLENBECK, ("Owners"), are the owners of that certain real property more particularly described as Lot 43, BLOCK A, OF VILLA CAPRI AT PELICAN PRESERVE TRACT "T", according to the plat thereof as recorded in Instrument No. 2006000126026 of the Public Records, Lee County, Florida (the "Property"), with a mailing address of 10841 Tiberio Drive, Fort Myers, Florida, 33913; and,

WHEREAS, the GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT, whose mailing address is 13240 Griffin Drive, Ft. Myers, Florida 333913, ("District"), is the holder of easement rights in the Twenty foot (20') lake maintenance easement ("LME") denoted and depicted on the PLAT OF VILLA CAPRI AT PELICAN PRESERVE TRACT "T"; and,

WHEREAS, Owners desire to install a 2-3 foot hedge of green arboricola and hibiscus and 2 hibiscus trees (the "Improvements") within the LME as depicted on the attached Exhibit "A"; and,

NOW, THEREFORE, the parties agree as follows:

1. District hereby acknowledges and agrees for itself, its successors and assigns, that, subject to the conditions, terms and limitations herein contained it will at this time authorize the installation and placement of the Improvements and any similar replacement improvements in the LME, while retaining its rights as outlined herein to require modification or removal of any such Improvements.

2. Except as provided in Paragraph 1, above, Owners agree not to further encumber the LME.

3. In the event that any of the Improvements authorized by this instrument encumber or inconvenience the District's needed use of the LME, District will make reasonable efforts to work around such impediments to use. However, if the District, in its sole judgment, is not able to work around the encroachments, then the Improvement(s) shall be moved or removed, at the Owners' expense as then may be needed to allow the District's use of the LME.

4. Owners, their successors and assigns, hereby agree to indemnify and hold harmless the District, its elected and appointed officials, officers, employees and/or agents, from any and all claims and/or suits whatsoever for damages to property and/or injuries to persons, including death, and from all judgments, court costs, attorney fees, fees of experts and witnesses, and from all other direct and/or related expenses arising out of the installation, use, existence, maintenance, repair, relocation and/or removal of the Improvements.

5. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and/or assigns.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this agreement on this 18 day of August, 2013.

Kevin Bice
Witness (Signature)
Name: Kevin Bice
(Print)

Michael Hollenbeck
MICHAEL HOLLENBECK

Cindy Volk
Witness (Signature)
Name: CINDY VOLK
(Print)

Barbara Hollenbeck
BARBARA HOLLENBECK

STATE OF FLORIDA
COUNTY OF Lee

The foregoing Non-Disturbance and Encroachment Agreement was acknowledged before me this 28th day of August, 2013, by MICHAEL HOLLENBECK who is personally known to me or has produced License as identification.

(Affix Notarial Seal)

Jean M. Smith
(Signature of Notary Public)
JEAN M. SMITH
COMMISSION # EE184908
EXPIRES: July 21, 2016

NOTARY PUBLIC

Serial/Commission #: if any _____
My Commission Expires: 7-21-16

STATE OF FLORIDA
COUNTY OF Lee

The foregoing Non-Disturbance and Encroachment Agreement was acknowledged before me this _____ day of 28th, 2013, by BARBARA HOLLENBECK who is personally known to me or has produced License as identification.

(Affix Notarial Seal)

Jean M. Smith
(Signature of Notary Public)
JEAN M. SMITH
COMMISSION # EE184908
EXPIRES: July 21, 2016

NOTARY PUBLIC

Serial/Commission #: if any _____
My Commission Expires: 7-21-16

ATTEST:

Pamela Gill

By: Pamela Gill
Board of Supervisor

GATEWAY SERVICES COMMUNITY
DEVELOPMENT DISTRICT

Gary Neubauer
By: _____
Chairman

STATE OF FLORIDA
COUNTY OF Lee

The foregoing Non-Disturbance and Encroachment Agreement was acknowledged before me this 29th day of August, 2013, by Gary Neubauer, as Chairman, on behalf of the Gateway Services Community Development District who is personally known to me or has produced _____ as identification.

(Affix Notarial Seal)

Diane Collins
(Signature of Notary Public)
DIANE COLLINS

NOTARY PUBLIC

Serial/Commission #: if any EE041197
My Commission Expires: November 9, 2014



Diane Collins
COMMISSION # EE041197
EXPIRES: NOV. 09, 2014
WWW.AARONNOTARY.COM

10841 Tiberio - Hollenbeck

