



## Easement Acknowledgement Form

By signing this document, I/we, as the owner(s) of the property at \_\_\_\_\_  
\_\_\_\_\_ (“Owner”) acknowledge that the proposed fence or  
structure Owner has requested (permit # \_\_\_\_\_, the “Permit”) encroaches into  
the boundary of that certain easement, recorded at Book \_\_\_\_\_ Page \_\_\_\_\_  
Public Records of Orange County, Florida (the “Easement”).

Owner acknowledges and agrees that:

- If a party that is benefitted by the easement requests or requires removal or relocation of the fence or structure, it is Owner’s sole responsibility to remove or relocate the fence or structure at Owner’s sole expense;
- Owner will not damage any facilities that may be located within the Easement, including underground facilities, and that Owner is solely responsible for the costs of any damages to any such facilities;
- Prior to installing the proposed fence or structure it is Owner’s responsibility to review applicable deed restrictions and/or consult with any applicable Homeowners Association or Architectural Review Board to ensure that the fence or structure will not violate any deed restrictions or Homeowners Association rules or regulations; and
- Issuance of the Permit does not convey to Owner or create in the Owner any property right, or any interest in real property, authorize any entrance upon or activities upon property which is not owned or controlled by the Owner or convey any rights or privileges other than those specified in the Permit, nor does the Permit warrant in any way that the Owner has property rights to construct any fence or wall and any such construction is done at the sole risk of the Owner. If any part of the fence or wall that is the subject of the Permit is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with an adjacent property owner’s property right, the Owner agrees to either obtain written consent from such adjacent property owner(s) or to remove the offending fence or wall encroachment within 60 days from the date of the adjudication. Failure to comply shall constitute a material breach of the Permit and shall be grounds for its immediate revocation.

**OWNER**

WITNESSES:

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

Date: \_\_\_\_\_

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me, a Notary Public, by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 202\_\_\_, by \_\_\_\_\_, who  is personally known to me or  has produced (type of identification) \_\_\_\_\_ as identification.

\_\_\_\_\_

Notary Public

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

My Commission Expires: \_\_\_\_\_