

This instrument prepared by
and return to:

Craig T. Galle, Esq.
The Galle Law Group, P.A.
13501 South Shore Blvd., Suite #103
Wellington, Florida 33414
Tel: (561) 798-1708

PCN 73-41-44-15-26-000-0130
PCN 73-41-44-15-26-000-0140

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is made this 28th of April, 2025, between **PALM BEACH POLO HOLDINGS, INC.**, a Florida corporation ("PBPH") and **BLUE CYPRESS HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation ("HOA"), whose address is 11199 Polo Club Road, Wellington, Florida 33414, and **T & R BLUE CYPRESS IV, LLC**, a Delaware limited liability company ("T&R"), whose address is 10620 W. Forest Hill Blvd., Suite 40, Wellington, Florida 33414.

WITNESSETH:

WHEREAS, PBPH and/or HOA are the present owners and/or beneficiaries of the buffer easement(s) shown on the Blue Cypress Replat at Palm Beach Polo and Country Club, recorded in Plat Book 116, Page 163, of the Public Records of Palm Beach County, Florida (the "Buffer Easement");

WHEREAS, T&R is the record title owner of Lots 13 and 14 of Blue Cypress Single Family Homes of Palm Beach Polo and Country Club-Wellington P.U.D., recorded in Plat Book 138, Page 109-110, of the Public Records of Palm Beach County, Florida (the "Lots");

WHEREAS, T&R desires to construct pools, decks, landscaping and related facilities on the Lots (the "Encroachment") on all or a portion of the Buffer Easement (the "Encroachment Area");

WHEREAS, PBPH and HOA have agreed to allow the Encroachment to remain in the Encroachment Area;

WHEREAS, PBPH, HOA and T&R desire to confirm their rights in respect to said Encroachment.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed,

PBPH, HOA and T&R hereby agree as follows:

1. **Recitals.** PBPH, HOA and T&R hereby acknowledge that the foregoing recitals are true and correct in each and every respect and are incorporated herein by reference.

2. **Encroachment.** PBPH and HOA hereby agree to allow the Encroachment to remain on the Encroachment Area. PBPH and HOA's agreement to allow the Encroachment in the Encroachment Area shall constitute a license to use the Encroachment Area to construct pools, decks, landscaping and related facilities, and a license to enter upon the Encroachment Area to construct, repair and maintain the pools, decks, landscaping and related facilities. Once the pools, decks, landscaping and related facilities is/are installed on the Encroachment Area, T&R shall have the right to access and the obligation to maintain the pools, decks, landscaping and related facilities until such time as T&R develops and sells the real property and improvements to be constructed on the Lots.

3. **Binding Effect.** The parties hereto hereby consent and agree that this Agreement shall be binding upon and enforceable, and ensure the benefit of their respective estates, heirs, beneficiaries, transferees, legal representatives, successors and assigns.

4. **Merger.** This Agreement contains the full and complete understanding of the parties hereto and supersedes any and all oral agreements heretofore made between them.

5. **Attorneys' Fees.** In the event it shall become necessary for a party hereto to institute legal proceedings or retain an attorney to enforce the terms and provisions hereof, the prevailing party shall recover from the non-prevailing party any and all attorneys' fees and costs, including, but not limited to, those incurred pre-suit and in any and all trial, mediation, arbitration, appellate, post-judgment, bankruptcy and administrative proceeds.

6. **Severability.** In the event any term or provision of this Agreement (or any portion thereof) is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable the terms and provisions (and portions thereof) not so adjudicated, shall remain in full force and effect.

7. **Amendment.** This Agreement shall not be amended or terminated unless in a writing signed by the parties thereto, their successors and assigns.

8. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida.

9. **Disputes.** Jurisdiction and venue for any litigation shall be in Palm Beach County, Florida.

10. **Recording.** The parties hereto authorize this Agreement to be recorded in the Public Records of Palm Beach County, Florida.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

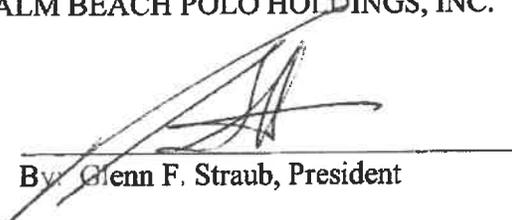
IN WITNESS WHEREOF, the parties have caused this Encroachment Agreement to be executed the day and year first above written.

Signed, sealed and delivered
In the presence of:

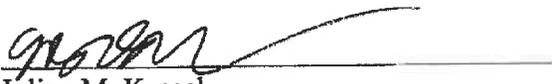


Jennifer Hargain
13501 S. Shore Blvd., #103
Wellington, Florida 33414

PALM BEACH POLO HOLDINGS, INC.



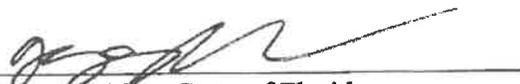
By: Glenn F. Straub, President



Julian M. Kessel
13501 S. Shore Blvd., #103
Wellington, Florida 33414

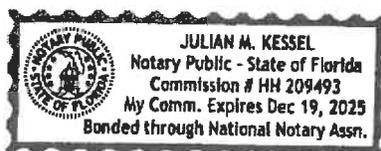
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me in person on this 28th day of April, 2025, by Glenn F. Straub, the President of PALM BEACH POLO HOLDINGS, INC. He [] is personally known to me.



Notary Public - State of Florida

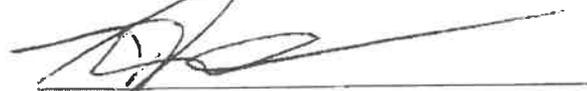
My Commission Expires:



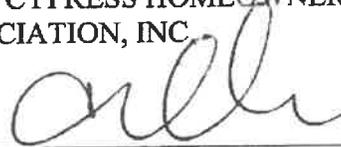
IN WITNESS WHEREOF, the parties have caused this Encroachment Agreement to be executed the day and year first above written.

Signed, sealed and delivered
In the presence of:

BLUE CYPRESS HOMEOWNERS
ASSOCIATION, INC



Jennifer Hargain
13501 S. Shore Blvd., #103
Wellington, Florida 33414



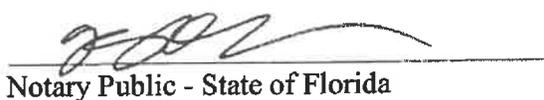
By: Craig T. Galle, President



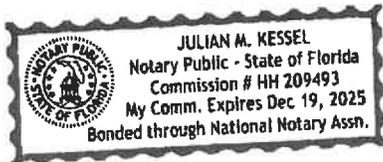
Julian M. Kessel
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STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me in person on this 28th day of April, 2025, by Craig T. Galle, the President of BLUE CYPRESS HOMEOWNERS ASSOCIATION, INC.. He [] is personally known to me.


Notary Public - State of Florida

My Commission Expires:

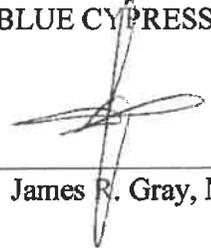


IN WITNESS WHEREOF, the parties have caused this Encroachment Agreement to be executed the day and year first above written by duly authorized officers.

T & R BLUE CYPRESS IV, LLC



Jennifer Hargain
13501 S. Shore Blvd., #103
Wellington, Florida 33414



By: James R. Gray, Manager

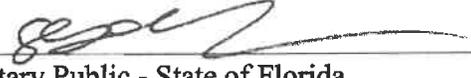


Julian M. Kessel
13501 S. Shore Blvd., #103
Wellington, Florida 33414

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me in person on this 28th day of April, 2025, by James R. Gray, the Manager of T & R BLUE CYPRESS IV, LLC, on behalf of the company. He is personally known to me.



Notary Public - State of Florida

My Commission Expires:

