

TEMPORARY ACCESS AGREEMENT

THIS TEMPORARY ACCESS AGREEMENT is made effective this _____ day of _____, 2023, by and between LONG BAR POINTE, LLLP, a Florida Limited Partnership, whose address is 1651 Whitfield Avenue, Suite 200, Sarasota, FL 34243 (hereinafter referred to as "Grantor"), and the TOWN OF LONGBOAT KEY, a municipality incorporated within the State of Florida, whose address is 501 Bay Isles Road, Longboat Key, Florida 34228 (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantor holds an ownership interest over certain real property located in Bradenton, Florida and identified as Parcel numbers 6146900369, 614690159 and 6146901009 (hereinafter, the "Property"), a portion of which is the subject of this Temporary Access Agreement; and

WHEREAS, Grantee desires to obtain temporary access over, on, and across portions of the Property outside of Grantee's existing pipeline easement (recorded in OR 647 PG 606 and hereinafter referred to as "Existing Pipeline Easement") as shown on the attached Exhibit A in yellow shading (hereinafter referred to as the "Access Road") in order to access the Existing Pipeline Easement to conduct a pipeline lining project within Grantee's Existing Pipeline Easement; and

WHEREAS, Grantor has agreed to grant access to Grantee to, over, on, and across the Access Road subject to the terms and conditions set forth herein.



NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant unto Grantee nonexclusive, temporary access to, over, and across the Access Road, and the use of the same for the purposes and subject to the conditions hereinafter set forth.

RESERVING unto Grantor, however, all rights, title, interest, and privileges and the full enjoyment of its Property and the Access Road and the use thereof for all purposes not inconsistent with the uses hereinabove specified.

This Temporary Access Agreement is granted by Grantor and accepted by Grantee subject to the following conditions, which Grantee covenants and agrees to perform.

1. Grantee shall use the Access Road only to access Grantee's Existing Pipeline Easement for the purpose of conducting its pipeline lining project.
2. Grantee shall cause no unnecessary or unreasonable obstruction or interruption of travel over or upon the Access Road.
3. Grantee shall use due care and diligence during use of the Access Road. Upon completion of Grantee's obligations requiring access, or the termination of this Temporary Access Agreement, whichever shall first occur, Grantee agrees to restore the Access Road and any adjacent areas that may have been disturbed by Grantee (other than *de minimis* disturbance) to the condition such areas were in immediately preceding Grantee's access, at Grantee's sole cost and expense.



4. Grantee shall only use the temporary access hereby granted in a manner that does not create any obstruction or condition that is or may become dangerous to Grantor, its guests, employees, invitees, licensees, or the public in general.

5. Grantee understands that this temporary access is nonexclusive and agrees to use the Access Road with due consideration for the rights of other easement holders, if any.

6. The parties acknowledge and agree that this Temporary Access Agreement does not constitute an amendment to Grantee's Existing Pipeline Easement and shall not be claimed or otherwise asserted as such by either party.

7. This Temporary Access Agreement and all rights of Grantee hereunder shall become effective upon execution by the parties and shall remain in effect until February 24, 2026, unless sooner terminated by any party upon thirty (30) days written notice to the other party.

8. Grantee agrees to insert language into its contract documents whereby any of Grantee's contractor(s) using the Access Road will be required to provide proof of sufficient liability insurance prior to using the Access Road, and to further indemnify, defend, and hold harmless Grantor, to the fullest extent permissible under Florida law, from all claims of any kind for any injuries or damages associated with the contractor's use of the Access Road. For purposes of subparagraphs 8.a.–8.g.: the term "Grantee-Related Entity" shall mean Grantee, Grantee's contractors, subconsultants, subcontractors, suppliers, and anyone for whose acts any of them may be legally or contractually responsible, who design or perform any of the subject pipeline lining project work; and the term "Grantor Indemnitee(s)" shall

mean Grantor (Long Bar Pointe, LLLP) and all of its representatives, appointed and elected officials, officers, employees, authorized agents, consultants, and other duly authorized representatives. More specifically, Grantee agrees to the following insurance requirements:

- a. Workers Compensation. Coverage must cover all employees and Grantee-Related Entities with statutory limits in compliance with applicable state and federal laws. In addition, the policy must include the following:
 - i. Employer's Liability with a minimum limit of \$1,000,000 per accident in accordance with statutory requirements.
 - ii. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Grantor with thirty (30) days written notice of cancellation and/or restriction.
 - iii. Grantee-Related Entities must be in compliance with all applicable state and federal workers' compensation laws, including but not limited to, US Longshore and Harbor Workers Compensation Act, Jones Act, and Federal Employers Liability Act.
- b. Commercial or Comprehensive General Liability. Coverage must include:
 - i. \$1,000,000 combined limit per occurrence for bodily injury, personal injury, and property damage.
 - ii. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent's coverage.
 - iii. Additional Insured. Grantor must be specifically included as an additional insured.
 - iv. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Grantor with thirty (30) days written notice of cancellation and/or restriction.
- c. Grantee-Related Entities' General Liability. Coverage shall include completed operations and product liability coverages and must include property under the care, custody, and control of Grantee-Related Entities:
 - i. General Aggregate \$2,000,000
 - ii. Products - Completed Operations Aggregate per Job \$2,000,000
 - iii. Personal and Advertising Injury \$1,000,000

- iv. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
- v. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.
- d. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
 - i. \$2,000,000 combined single limit per accident for bodily injury and property damage.
 - ii. Owned Vehicle.
 - iii. Hired and Non-Owned Vehicles.
 - iv. Employee Non-Ownership.
 - v. Additional Insured. Grantor must be specifically included as additional insured.
 - vi. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Grantor with thirty (30) days written notice of cancellation and/or restriction.
- e. Excess or Umbrella Liability. This insurance shall protect Grantee, Grantee-Related Entities, Grantor, and Grantor Indemnitees as additional insureds, against claims in excess of the limits provided under workers' compensation and employers' liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits.
 - i. General Aggregate \$10,000,000
 - ii. Each Occurrence \$10,000,000

9. Without waiving sovereign immunity as set forth in Florida Statutes section 768.28, Grantee agrees to indemnify, defend, and hold harmless Grantor, to the fullest extent permissible under Florida law, from all claims of any kind for any injuries or damages associated with Grantee's or Grantee-Related Entities' use of the Access Road. For purposes of this paragraph, the term "Grantee-Related Entity" shall mean: Grantee, Grantee's



contractors, subconsultants, subcontractors, suppliers, and anyone for whose acts any of them may be legally or contractually responsible.

10. This instrument shall be binding upon the parties hereto and their respective successors and assigns.

11. This Temporary Access Agreement may not be modified or extended except by an instrument in writing signed by the Grantor and the Grantee.

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents to be executed by the undersigned on the day and year above written.

GRANTOR:

LONG BAR POINTE, LLLP, a
Florida Limited Partnership

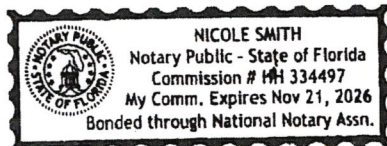
By: _____

Managing Gen. Partner

STATE OF FLORIDA

COUNTY OF Manatee

Acknowledged before me by means of ☒ physical presence or ___ online notarization this 27 day of February, 2023, by Carlos Bervoff, as managing general partner of Long Bar Pointe, LLLP, for and on behalf of whom this instrument was executed, who is ☒ personally known to me or () has produced _____ as identification.



Nicole Smith

Notary Public, State of Florida
Print Name: Nicole Smith
Commission No.: 111 334497
My Commission Expires: 11-21-26

GRANTEE:

TOWN OF LONGBOAT KEY, a
Municipality incorporated within the
State of Florida

By: [Signature]
Thomas A. Harmer, Town Manager

Date: 3/7/23

Attest:

[Signature]
Trish Shinkle, Town Clerk

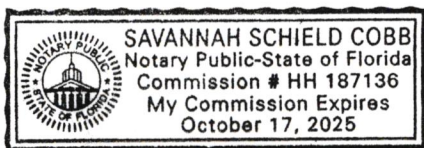
Review as to form and legal correctness:

By: Maggie D. Mooney
Maggie D. Mooney, Esq., Town Attorney

STATE OF FLORIDA

COUNTY OF Sarasota

Acknowledged before me by means of ☒ physical presence or ___ online notarization
this 7th day of March, 2023, by Howard Tipton, as
Town Manager of Town of Longboat Key, for and on behalf of
whom this instrument was executed, who is ☒ personally known to me or () has produced
_____ as identification.



[Signature]
Notary Public, State of Florida
Print Name: Savannah Cobb
Commission No.: HH 187136
My Commission Expires: 10/17/2025

