

## TEMPORARY ACCESS AGREEMENT

THIS TEMPORARY ACCESS AGREEMENT is made effective this 18<sup>th</sup> day of August, 2022, 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, Grantor and Grantee, concurrent with this agreement, have entered into an agreement to allow Grantee access to portions of the Property for the purposes of complying with its consent order with the Florida Department of Environmental Protection (the "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 areas designated in the Access Agreement; and

Handwritten signature and initials in blue ink, likely representing the Town of Longboat Key.

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 the areas specified in the Access Agreement and Grantee's Existing Pipeline Easement.
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.

A handwritten signature in blue ink, consisting of a stylized 'A' followed by 'nt'.

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 use of the Access Road.

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.

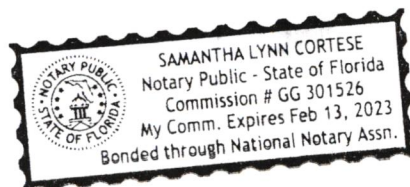
GRANTOR:

LONG BAR POINTE, LLLP, a  
Florida Limited Partnership

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

STATE OF FLORIDA  
COUNTY OF Manatee

Acknowledged before me by means of ☒ physical presence or ☐ online notarization this 15<sup>th</sup> day of August, 2022, by Carlos Beruff, as General Partner & Manager 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.



Samantha Lynn Cortese  
Notary Public, State of Florida  
Print Name: Samantha Lynn Cortese  
Commission No.: GG 301526  
My Commission Expires: 02/13/23

*Handwritten mark resembling a stylized 'A' or signature.*

GRANTEE:

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

By:   
Thomas A. Harmer, Town Manager

Date: 8/18/22

Attest:   
Trish Shinkle, Town Clerk

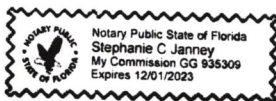
Review as to form and legal correctness:

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



STATE OF FLORIDA  
COUNTY OF Sarasota

Acknowledged before me by means of ☒ physical presence or ☐ online notarization  
this 18 day of August, 2022, by Thomas Harmer, 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.



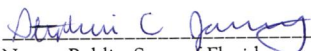
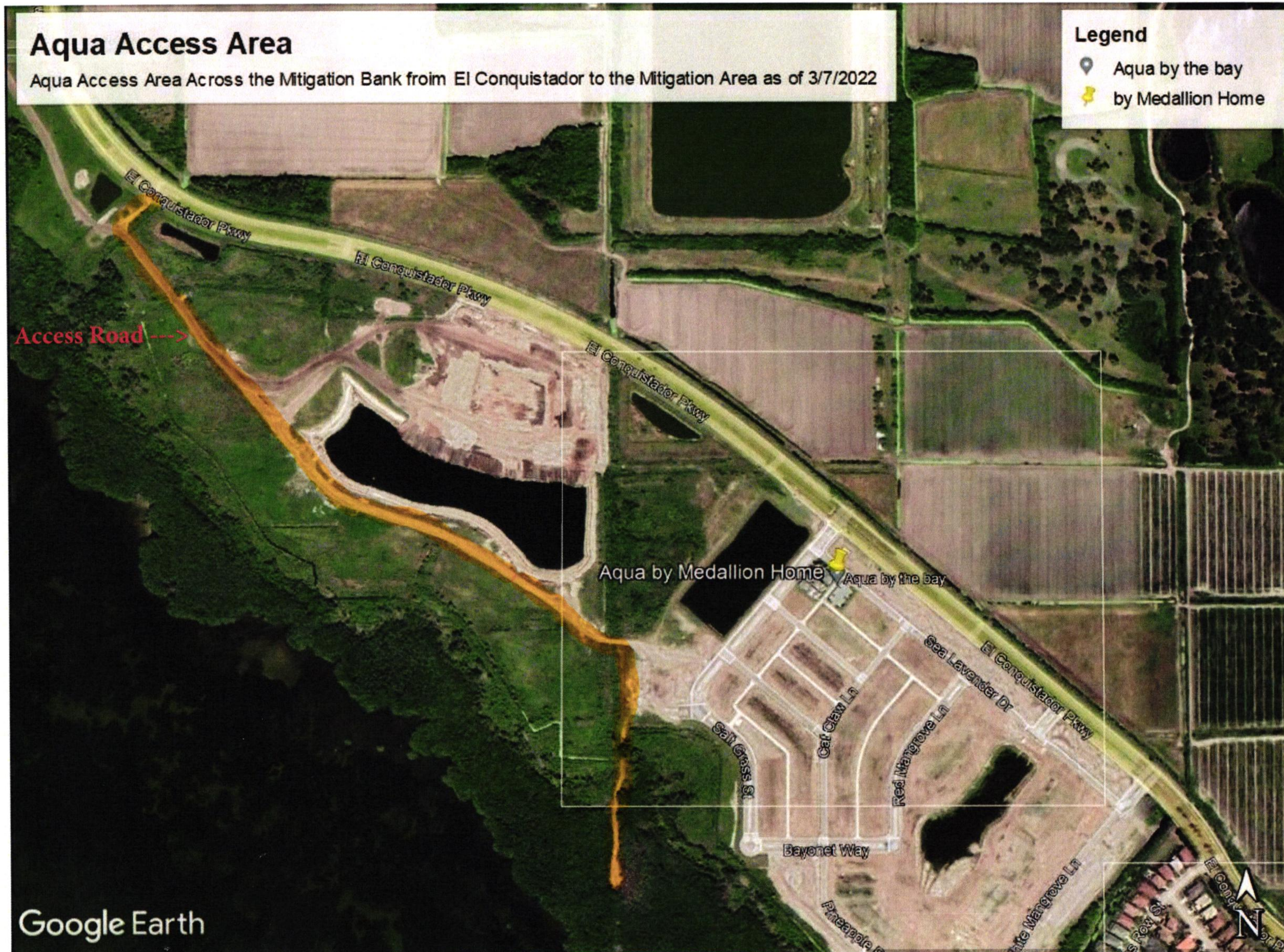
  
Notary Public, State of Florida  
Print Name: Stephanie C. Jarney  
Commission No.: GG 935309  
My Commission Expires: 12/01/2023

EXHIBIT A



TL  
NA