

TEMPORARY ACCESS AGREEMENT

THIS TEMPORARY ACCESS AGREEMENT is made effective this 18th 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, Grantee desires to obtain temporary access over, on, and across a portion of the Property (hereinafter referred to as the "CO Access Area"), as shown and described on Exhibit A attached hereto, for the purposes of ingress and egress to allow for Grantee to comply with the conditions of a Consent Order between Grantee and the State of Florida Department of Environmental Protection (OGC File No. 20-1261); and

WHEREAS, Grantor has agreed to grant access to Grantee over, on, and across the CO Access Area 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 over and across the CO Access Area, 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 CO Access Area 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 CO Access Area only for the purposes of accessing Grantee's existing pipeline easement (recorded in OR 647 PG 606 and hereinafter referred to as "Existing Pipeline Easement") and for investigating, preparing, performing, and post-work actions concerning the activities required for compliance with the provisions of the above-referenced Consent Order, which include but are not limited to: evaluating, testing, and sampling the portions of Grantor's Property within the CO Access area affected by the pipeline leak that is the subject of the Consent Order; preparing evaluation summaries and restoration plans for the Property; conducting surveys of the Property pre- and post-restoration (as-builts); implementing best management practices and erosion control measures prior to and following restoration activities; implementing approved restoration plans; removing previously placed fill; re-grading; planting mangroves and other vegetation as necessary or required; and conducting monitoring. Grantee shall limit its use of the CO



Access Area to daylight hours unless previously approved by Grantor. Grantee shall notify Grantor in writing at least twenty-four (24) hours prior to entering the CO Access Area.

2. Grantee shall cause no unnecessary or unreasonable obstruction or interruption of travel over or upon the CO Access Area.

3. For all CO Access Area notifications, Grantee shall contact Grantor's representatives as specified on Exhibit B, attached hereto.

4. Grantee shall use due care and diligence during use of the CO Access Area. Upon completion of Grantee's obligations requiring access, or the termination of this Temporary Access Agreement, whichever occurs first, Grantee agrees to restore the CO Access Area 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, subject to the conditions of the above-referenced Consent Order, at Grantee's sole cost and expense.

5. 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.

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



7. The parties acknowledge and agree that this 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.

8. 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.

9. Grantee agrees to insert language into its contract documents whereby any of Grantee's contractor(s) using the CO Access Area will be required to provide proof of sufficient liability insurance prior to using the CO Access Area, 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 CO Access Area.

10. 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 CO Access Area.

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

12. 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.

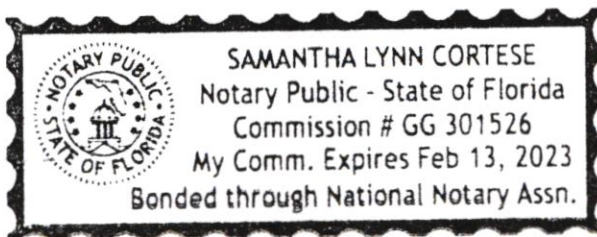
GRANTOR:

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 15th 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

TH

GRANTEE:

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

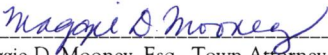
By: 
Thomas A. Harmer, Town Manager

Date: 8/18/22

Attest:


Trish Shinkle, Town Clerk

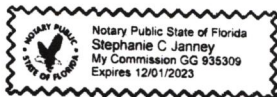
Review as to form and legal correctness:

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.



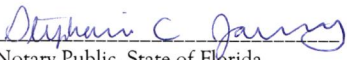
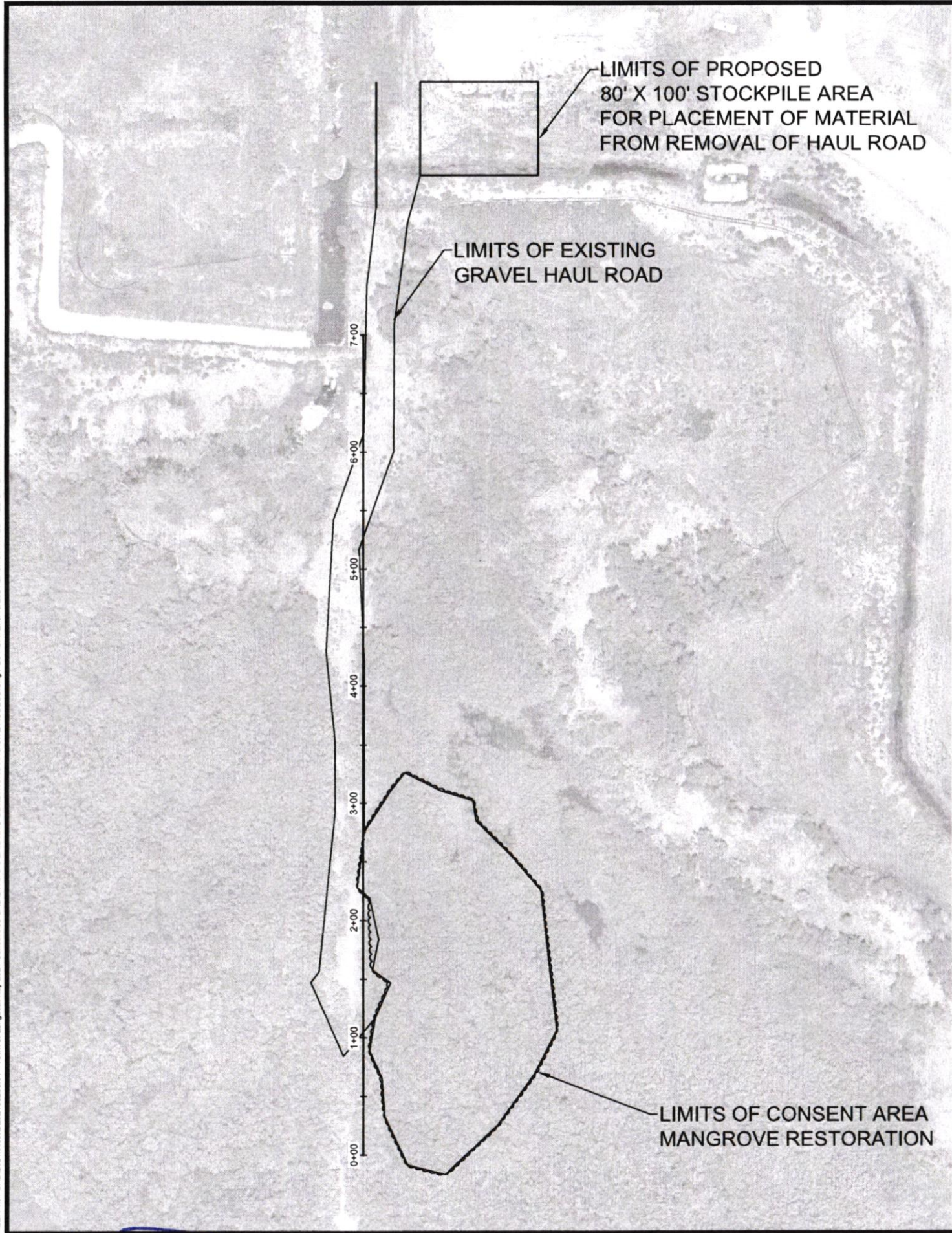

Notary Public, State of Florida
Print Name: Stephanie C. Janney
Commission No.: 66 935309
My Commission Expires: 12/01/2023

EXHIBIT A



FILE: P:\01 CAD\2021\100250.01 - Town of Longboat Key 2021 Consent\08 CAD\DWG\G-3 EXISTING CONDITIONS AND SITE ACCESS.dwg PLOT DATE: 9/13/2021 2:43:18 PM PLOTTED BY: BRYAN FLYNN



4200 WEST CYPRESS ST.,
STE. 450
TAMPA, FL 33607
OFFICE - 813.207.7200
WWW.ESASSOC.COM

STAMP
PRELIMINARY
NOT FOR
CONSTRUCTION

CONSULTANT

PROJECT NAME
LONGBOAT KEY
CONSENT ORDER
RESTORATION PLAN
501 BAY ISLES ROAD
LONGBOAT KEY, FL 34228

REVISIONS
DATE DESCRIPTION

DESIGNED ED
DRAWN CR
CHECKED ED
IN CHARGE BDF
FL PE 70856

PROJECT NUMBER D20200250.01

ISSUE DATE 09/13/21

SCALE IS AS SHOWN WHEN
PLOTTED TO FULL SIZE (22"x34")

PHASE
60% DESIGN PLAN

SHEET TITLE

EXISTING
CONDITIONS PLAN
VIEW

SHEET NUMBER

G-3

SHEET 1 OF 1

EXHIBIT B

For the purposes of providing the notices and requests required in paragraph 3 of this Agreement, Grantee shall contact Grantor's representatives by the means (telephone, e-mail, or both) set forth below.

1. Rob Bosarge via e-mail: RobB@medallionhome.com
2. Chris Chavez via e-mail: ChrisC@medallionhome.com
3. Carlos Beruff via e-mail: carlosb@medallionhome.com
4. Doug Manson via e-mail: dmanson@mansonbolves.com

