

This Instrument Prepared by
and Return to:
Jeffrey S. Kurtz, Esq.
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

TEMPORARY INGRESS/EGRESS EASEMENT DURING CONSTRUCTION

This TEMPORARY INGRESS/EGRESS EASEMENT DURING CONSTRUCTION (hereafter, "Easement") shall be effective as of the _____ day of _____ 2023 (the "Effective Date"), and is being made and granted by Andrew Hunter Krips and Margaret Katherine Krips, husband and wife, whose address is 3974 161st Terrace North, Loxahatchee Groves, Florida 33470 (hereafter referred to as the "Grantor") to the TOWN OF LOXAHATHEE GROVES, a municipal corporation of the State of Florida, whose address is 155 "F" Road, Loxahatchee, Florida 33470 (hereafter referred to as the "Grantee").

In consideration of the mutual promises and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties hereby covenant and agree as follows:

SECTION 1. GRANT OF TEMPORARY INGRESS/EGRESS EASEMENT DURING CONSTRUCTION. Grantor hereby grants to Grantee, for its use and the use of its authorized employees, contractors, subcontractors, materialmen, consultants, licensees, and agents, and the general public, a temporary and non-exclusive ingress/egress easement, including the following rights and authorizations, in, over, under, through, across, and upon that certain real property described on attached Exhibit "A" (the "Property"), namely: the right of reasonable ingress and egress of personnel, motor vehicles, construction equipment, and construction materials, as are reasonably required to allow traffic to traverse from and to 160th Avenue North and 161st Terrace North providing access to the properties located on 161st Terrace North and Lakeside Drive during the course of Grantee's mobilization and construction of the works, facilities, and improvements associated with Grantee's improvements described on attached Exhibit "B" (the "Improvements").

Prior to the initiation of construction and use of the easement by the general public, Grantee shall construct a temporary fence separating the easement area from the remainder of Grantor's property.

SECTION 2. TERM. The term of this Easement shall commence upon the Grantee giving the Grantor FORTY-EIGHT (48) HOURS notice of the initiation of construction, and shall continue until either: (a) the certification of completion of the Improvements has been issued by Grantee, or (b) FIFTEEN (15) CALENDAR DAYS have elapsed after the date of the initiation of construction, whichever occurs first.

SECTION 3. PAYMENTS. Grantor shall not charge, and Grantee shall not be obligated to pay, any usage, service, or other fee or charge to or for the benefit of Grantor for use of the Property as herein authorized.

SECTION 4. LIABILITY. Subject to and without waiver of the sovereign immunity protections and limitations contained in Section 768.28, Florida Statutes, and under the Constitution and laws of the State of Florida, Grantee hereby agrees to be responsible for the negligent acts and omissions of Grantee, and Grantee's agents and employees while acting within the scope of their office or employment, in Grantee's use of the rights conferred hereunder or Grantee's presence on the Property. Grantor shall be responsible for any and all actions, claims, losses, liabilities, or damages that arise out of or derive from acts or omissions of the Grantor, or its employees, contractors, consultants, agents, or invitees.

SECTION 5. INSURANCE. Prior to the exercise of the rights granted under this Easement, Grantee's contractor shall provide Grantor with a Certificate of Insurance, reflecting the same insurance coverage as provided for the benefit of Grantee pursuant to its contract with Grantee, and naming Grantor as an additional insured thereunder, which insurance coverage must be maintained at all times during which Grantee's contractor is involved in construction activity on behalf of Grantee involving the Property.

SECTION 6. REPAIR AND RESTORATION. If any existing physical improvements located in, over, under or upon the Property are damaged as a result of Grantee's or the public's exercise of the rights granted to it herein, then in that event Grantee shall be obligated to timely repair and restore the damaged physical improvements in a proper and competent manner to a condition substantially similar or better to that which existed prior to any such damage. At the end of the Term of this Easement, as provided in Section 2, Grantor and Grantee shall complete a walk-through inspection of the Property and identify any damage that needs to be repaired and restored. Grantee shall have thirty (30) calendar days within which to repair the damage identified during the inspection or provide written notice to Grantor of its denial of responsibility therefor.

SECTION 7. PERMITS AND REGULATORY COMPLIANCE. Grantee hereby acknowledges and agrees that it shall comply with all laws, ordinances, rules, regulations, orders, and requirements of all governmental authorities having jurisdiction as to Grantee's herein authorized uses of the Property.

SECTION 8. MISCELLANEOUS PROVISIONS.

(A) Notices. All notices, requests, consents and other communications required or permitted hereunder shall be in writing (including email, telex, facsimile or telegraphic communication) and shall be (as elected by the person giving such notice) hand delivered, emailed, telecommunicated, or mailed to the addresses reflected

above. If either party changes its mailing address or designated recipient for notices, such change shall be communicated in writing (via email, facsimile or U.S. mail) to the other party within thirty (3) days of such change.

(B) Entire Agreement. This instrument represents the entire understanding and agreement between the parties with respect to the subject matter hereof.

(C) Binding Effect. This instrument is intended to be recorded in the public records and all of the terms and provisions hereof, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective legal representatives, successors, and permitted assigns.

(D) Assignment. This instrument may not be assigned without the prior written consent of all parties hereto.

(E) Severability. If any part of this instrument is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

(F) Governing Law and Venue. This instrument and all transactions contemplated hereunder shall be governed by, and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of laws principles. Venue of all proceedings in connection herewith shall be exclusively in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, and each party hereby waives their respective rights in regard to the selection of venue.

(G) Headings. The headings contained in this instrument are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of any of the terms or provisions hereof.

(H) Attorney Fees. In the event any lawsuit in any judicial system, including federal or state, is brought to enforce compliance with this Easement or to interpret same, or if any administrative proceeding is brought for the same purposes, each party to said action shall be responsible for its own fees and costs, including legal, ex parte, and/or appellate fees and costs.

(I) Waiver. The waiver by either party hereto of any right granted herein shall not be deemed to be a waiver of any other right granted herein, and the same shall not be deemed a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

(J) Construction. The parties acknowledge that each has shared equally in the drafting and construction of this instrument and accordingly, no court construing this instrument shall construe it more strictly against one party than the other, and every covenant, term and provision hereunder shall be construed simply according to its fair meaning.

(K) Counterparts. This instrument may be executed in one or more counterparts and via facsimile, any of which shall be deemed an original hereof, but all of which together shall constitute one and the same instrument.

(L) Amendments. This Easement may be amended or modified at any time and in all respects by an instrument in writing executed by all of the parties hereto.

(M) Effective Date. This Easement shall be effective upon the date set forth above.

IN WITNESS WHEREOF, the undersigned parties have signed and sealed this instrument as of the day and year hereinafter set forth.

WITNESSES:

GRANTOR:

By _____

Witness name: _____

Andrew Hunter Krips

By: _____

Witness name: _____

Margaret Katherine Krips

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this _____ day of November, 2023, by Andrew Hunter Krips and Margaret Katherine Krips, who are [] personally known to me or [] produced _____ as identification

(Signature of Notary Public-State of Florida)

(Print, type, or stamp commissioned name of Notary public)

**GRANTEE ACCEPTANCE:
TOWN OF LOXAHATCHEE GROVES**

ATTEST:

By: _____

Laura Danowski, Mayor

Town Clerk

Approved as to form
and legal sufficiency

By: _____

Date: _____

EXHIBIT "A"

DESCRIPTION OF THE EASEMENT

The South 25 feet of the following described property being the South 20 feet of the East half of the East quarter of the South half of Section 12, Township 43 South, Range 40 East, and the North 309 feet of the East half of the East quarter of the East quarter of the North half of Section 13, Township 43 South, Range 40 East, Palm Beach County, Florida.

A portion of Parcel Control Number: 41-40-43-12-00-000-5160 also known as Lot 41, Loxahatchee West, unrecorded.

EXHIBIT "B"

THE IMPROVEMENTS

The reconstruction of a bridge culvert between "A" Road and Lakeside Drive through the canal.
The work has been contracted to Johnson-Davis, Inc.