

TEMPORARY INGRESS AND EGRESS LICENSE

THIS TEMPORARY INGRESS AND EGRESS LICENSE (“**License**”) is given as of _____, 2021, by the **Waters Edge Community Development District**, a local, special purpose governmental entity authorized by Chapter 190 of the Florida Statutes, whose address is 12750 Citrus Park Lane #115, Tampa, Florida 33625 (the “**District**”), and _____ (the “**Resident**”), whose address is _____ (the “**Lot**”).

Background Information

The District owns certain real property located in Pasco County, Florida, more particularly described in **Exhibit "A"** (the "**Property**"). The Resident desires to secure temporary permission to use the Property to access their Lot while they are constructing improvements on their Lot. The District has agreed to grant permission allowing the Resident to use the Property to access their Lot while they are constructing those improvements.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Resident hereby covenant and agree as follows:

1. Recitals. The above Background Information is true and correct and is incorporated herein by reference.
2. Grant of Temporary Access. Grantor hereby gives, grants, and conveys unto the Grantee, its successors and assigns, a temporary ingress and egress license across the Property.
3. Termination. The license granted herein shall automatically terminate one year from the date of this License or thirty (30) days after the final completion of the project, whichever is shorter.
4. Modification or Amendment. This License may not be modified in any respect whatsoever, or rescinded, in whole or in part, except with the written consent of District and the Resident.
5. Permits and Approval. The Resident must obtain all applicable permits and approvals from the applicable homeowners’ association, design review board, and all governmental agencies with jurisdiction over the Property and the Lot.
6. Restoration of Property. Within thirty days of the completion of construction, the Resident will restore the Property to its previous condition at the sole cost and expense of the Resident.
7. Governing Law. This License shall be construed, governed, interpreted and enforced in accordance with the laws of the State of Florida.

8. Insurance and Indemnification. The Resident shall obtain insurance covering any damages resulting from the use of the Property. The Resident shall indemnify and hold harmless the District from any claim, liability, damage, lawsuit or loss, together with any and all costs, attorneys fees, or other expenses incurred by the District, arising from the Resident's use of the Property.

9. Attorney's Fees. In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this License, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.

IN WITNESS WHEREOF, the undersigned has executed this License as of the day and year first written above.

Resident

**Waters Edge
Community Development District**

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

The signed form should be returned to the
Waters Edge Community Development
District Manager at:

12750 Citrus Park Lane, Suite 115
Tampa, Florida 33626
813-933-5571
mhuber@rizzetta.com