

**TEMPORARY CONSTRUCTION**  
**ACCESS AGREEMENT**

This Temporary Pool Construction Access Agreement (this “**Agreement**”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the **Country Walk Community Development District**, a local unit of special purpose government organized under Chapter 190, Florida Statutes, (the “**District**”), whose mailing address is 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 and \_\_\_\_\_,(the “**Licensee**”), whose address is \_\_\_\_\_, Wesley Chapel, Florida 33543.

**RECITALS**

**WHEREAS**, Licensee owns certain real property (“**Licensee’s Property**”) located within the boundaries of the District located at 4623 Pointe O Woods, Wesley Chapel, Florida 33543.

**WHEREAS**, The District owns certain property located adjacent to the Licensee’s Property (the “**District Property**”).

**WHEREAS**, Licensee desires to construct a pool on Licensee’s Property and desires to use a portion of the District’s Property for ingress and egress in connection with such construction.

**WHEREAS**, The District has agreed to allow limited use of the District Property for ingress and egress during construction by Licensee on the conditions set forth in this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and Licensee agree as follows:

1. **Recitals**. The recitals set forth above are incorporated into this Agreement by reference.
2. **Grant of License**. The District hereby grants to Licensee, their contractors and agents (collectively referred to below as “**Licensee**”), a temporary non-exclusive license (the “**License**”) for ingress and egress over and across the District Property for the sole purpose of transporting equipment and materials to Licensee’s Property. This License does not grant the right to use the District Property for any purpose other than to provide access to the Licensee’s Property for construction of the pool. Materials, vehicles or construction operations may not be parked, stored or performed on the District Property.
3. **Term of the License**. This License shall become effective as of the date of this Agreement, and shall remain in effect for six months from the date of the Agreement, after which time the License shall terminate for all purposes.

4. **Damages and Restoration.** It is the intent of the parties that Licensee shall be fully responsible for maintaining and restoring District Property to the condition existing prior to use of the License. Licensee shall be fully responsible for repairing any damage and restoring District Property to its pre-existing condition, if necessary, and hereby agrees to pay all costs and expenses in connection with any restoration, including, without limitation, grading or re-grading, sod replacement, erosion, and engineering costs. All restoration work shall be completed by six months from the date of this Agreement.
  
5. **Insurance.** Licensee shall maintain or cause Licensee's contractor(s) to maintain commercial liability insurance and casualty insurance in amounts not less than \$1,000,000.00. The foregoing insurance shall name the District as additional insured for the pool construction job. Licensee shall or cause Licensee's contractors to provide a certificate of insurance evidencing the insurance coverage to the District Manager prior to commencing the construction work.
  
6. **Indemnification.** Licensee agrees to indemnify, defend, and hold the District, its Board of Supervisors and its employees, agents and assigns harmless from any claims for injury to any person or damages to adjacent property arising from the use of the License.
  
7. **Costs and Fees.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternate dispute resolution, appellate proceedings, and engineers' fees and costs.
  
8. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and may not be amended except in writing.
  
9. **Notices.** Unless specifically stated to the contrary elsewhere in this Agreement, where notice is required to be provided under this Agreement, notice shall be deemed sent upon transmittal of the notice by U.S. Mail to the other party at the addresses listed above and shall be deemed received upon actual receipt by mail.

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

**Licensee**

**Country Walk Community  
Development District**

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chair of the Board of Supervisors

\_\_\_\_\_  
Name:

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