
TEMPORARY ACCESS EASEMENT AGREEMENT

Return original document to:

Harmony Community Development District
Attention: District Manager
313 Campus Street
Celebration, Florida 34747

THIS TEMPORARY ACCESS EASEMENT AGREEMENT is given on _____
(DATE)

by Harmony Community Development District (“Grantor”), to _____
(CONTRACTOR or HOMEOWNER-if no contractor)

(“Grantee”).

WITNESSETH

WHEREAS, Grantor is a single-purpose local government created by chapter 190, Florida Statutes and established in Osceola County, Florida.

WHEREAS, Grantor has agreed to grant and convey to Grantee, a temporary access easement over and across certain property owned by the Grantor (the “Property”) (as described in Attachment A) for the specific and limited purposes set forth herein.

WHEREAS, Grantee requires access through Grantor’s property.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a temporary access easement for and in favor of Grantee over and across the Property described in Attachment A which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect for the duration provided below.

The scope, nature, and character of this Easement shall be as follows:

1. **Recitals:** The recitals herein are true and correct and are hereby incorporated into and made a part of this Temporary Access Easement.

2. **Purpose:** The purpose of this Easement is to grant a temporary non-exclusive access easement over, on, and across the Property during the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday. This Easement is solely for the purpose of access and is limited to the transport of materials, equipment, or personnel required for the construction, installation, renovation and/or property improvements on property located at _____
_____. Grantee shall not store dirt, soil, or any other materials related to said construction, installation, renovation or property improvements on the Property.

3. **Waiver of Liability:** Grantee hereby agrees that Grantor will not be held liable for any actions of Grantee or for any damages that may occur while Grantee accesses the Property.

4. **Grantee's Liability:** Grantee is liable to Grantor for any damage incurred to the Property. Upon the conclusion of the limited activities for which this Easement is granted, Grantee is required to restore the Property to the original grade and repair any damage to the Property to the satisfaction of Grantor. Grantee is required to be available for an inspection (walk-thru) with the Grantor's District Manager or designee during regular working hours within 3 business days of completion of the project. This inspection shall be scheduled with the Grantor's District Manager and Grantee, or the parties' lawful representatives, with a resulting punch list of problems and corrective actions to be taken. This list shall be provided by Grantor to Grantee as soon as practicable after the walk-thru is completed.

5. **Grantee's Security Deposit:** Grantee shall provide a security deposit of two thousand five hundred dollars (\$2,500.00) as security for the performance of this Agreement and in order to cover any damage done to Grantor's property during the period defined in this agreement. Grantor shall hold the security deposit in a non-interest bearing account. Grantor shall issue a receipt to Grantee evidencing the security deposit.

Upon Grantee completing the walk thru with Grantor, if Grantor does not intend to impose a claim on the security deposit, Grantor shall have fifteen (15) days to return the security deposit to Grantee. Grantee hereby agrees that if Grantee refuses to do the walk thru, then Grantee forfeits its security deposit in its entirety.

If Grantor intends to impose a claim on the security deposit, Grantor shall have thirty (30) days to give Grantee written notice, by certified mail, to the mailing address set forth in this agreement of Grantor's intention to impose a claim and a detailed reason for said claim.

Grantee shall have 10 business days to correct any issues set forth in the claim of the Grantor. If Grantee fails to correct the issues within this time frame, then Grantor will address the issues set forth in the claim and deduct the amount of its claim from the Grantee's security deposit and remit any remaining balance to Grantee within thirty (30) days.

If Grantee objects to the imposition of Grantor's claim or the amount thereof, then Grantee may, within fourteen (14) days, request a hearing before the District Board pursuant to Rule 6.1 of the Harmony Rules of Procedure.

6. **Duration:** This temporary access agreement shall remain in full force and effect until _____, unless Grantee violates any conditions of this agreement. If Grantor determines that Grantee has violated any provision contained herein, Grantee will be notified of said violation by Grantor's District Manager or designee and Grantee's access will be revoked

until such time as said violation is remedied to the satisfaction of Grantor.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

**HARMONY COMMUNITY
DEVELOPMENT DISTRICT
MANAGER OR MANAGER'S
DESIGNEE**

GRANTEE

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date