

Return to: Board Records
This instrument prepared by:
Name: Barbara L. Wilhite, Esquire
6327 Grand Boulevard
New Port Richey, Florida 34652

Parcel I.D. No. 05-26-16-0030-10000-0093

ACCESS EASEMENT

THIS ACCESS EASEMENT (the "Easement") is made between **CITY OF NEW PORT RICHEY, Florida**, a Florida Municipal Corporation, having its principal place of business at 5919 Main Street, New Port Richey, Florida 34652, and hereinafter referred to as "Grantor"; and **MISSOURI GRAND, LLC**, a Florida Limited Liability Company, having its principal place of business at 5742 Main Street, New Port Richey, Florida 34652, and hereinafter referred to as "Grantee".

WHEREAS, GRANTOR is the fee simple title holder of that certain real property located in Pasco County, Florida, more particularly described in Exhibit "A", attached hereto and incorporated by this reference (the "Property"):

WHEREAS, GRANTEE is the fee simple title holder of that certain real property located in Pasco County, Florida, more particularly described in Exhibit "B", attached hereto and incorporated by this reference (the "Grantee Property"); and

WHEREAS, GRANTOR, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto GRANTEE, its successors and assigns, a non-exclusive access easement, as legally described in Exhibit "C" attached hereto and incorporated herein (the "Access Easement") for use in conjunction with the Grantee Property.

GRANTOR reserves the right and privilege to use the Access Easement for all purposes, including without limitation maintaining and servicing the sculpture therein or any other public art constructed therein, and its related plumbing and electrical equipment, so long as such use does not unreasonably interfere with the rights granted to GRANTEE herein. GRANTEE shall not unreasonably interfere at any time with the rights of GRANTOR, its successors and assigns, or any other party requiring access to any of the Property over which said Access Easement is granted.

GRANTOR will allow the walk-in cooler to remain on the Access Easement, but no other structures or equipment shall be placed or constructed on the Property without the prior written approval and applicable building and other permits from GRANTOR.

GRANTEE will have the right to use the Access Easement for emergency egress, lighting, storing garbage containers, used grease containers, cleaning equipment, receiving service deliveries, and accessing meters, shutoff valves, water heaters, and other mechanical facilities installed on the Grantee Property, and any other similar activities for the usual and customary operation of a restaurant or retail business. Nothing contained herein shall allow GRANTEE to expand in any way the use of the Access Easement beyond those uses set forth herein.

GRANTEE shall maintain the Access Easement and all equipment or other personal property therein at all times in a clean, sanitary and orderly condition. GRANTOR may terminate this Easement if GRANTEE fails to properly maintain the Access Easement or otherwise violates any provision of this Easement Agreement, and fails to cure the same within thirty (30) days of written notice of any deficiency provided by GRANTOR to GRANTEE.

GRANTEE will carry liability insurance covering the Grantee Property and Access Easement, listing GRANTOR as additional insured, in an amount of no less than One Million Dollars (\$1,000,000.00) per occurrence.

GRANTEE shall indemnify, defend, and hold harmless GRANTOR and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all claims, damages and or expenses arising, directly or indirectly, in connection with the use of the Access Easement, including any attorneys' fees incurred by GRANTOR as a result of any such claim.

This Easement shall run with the land and shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties hereto. This Easement shall automatically terminate if the building on the Grantee Property is razed or the Grantee Property is substantially redeveloped in a manner that would allow the same to meet the required setbacks for such property, regardless of the cause for the razing of the building or redevelopment of the property.

Upon termination of this Easement for any reason, GRANTEE shall restore the area of the Access Easement on the Property to its condition prior to the granting of this Easement and shall remove all equipment, fixtures or other personal property therefrom.

IN WITNESS WHEREOF, GRANTOR has set its hand on the day and year first above written.

Signed, sealed and delivered in the presence of:

**CITY OF NEW PORT RICHEY,
FLORIDA,** a Florida Municipal Corporation,

1st Witness signature

By: _____

Print name

Print name: Debbie L. Manns

2nd Witness signature

Title: City Manager

Print name

Attest:

Approved as to form:

Judy Meyers, CMC, City Clerk

Timothy P. Driscoll, City Attorney

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2022, by Debbie L. Manns, as City Manager, of the City of New Port Richey, Florida, a Florida Municipal Corporation, on behalf of the entity. He/she is () personally known to me or () has produced _____ as identification.

Notary Public
My Commission Expires:

Exhibit A

CITY OF NEW PORT RICHEY PB 4 PG 49 WEST 10 FT OF EAST 20 FT OF LOT 9 BLOCK 100
OR 3886 PG 888.

Exhibit B

The South 17.70 feet of the East 36.20 feet of the West 41.20 feet AND the South 17.00 feet of the East 38.80 feet of the West 80.00 feet of Lot 9, Block 100, PORT RICHEY COMPANY REVISED PLAN FOR TOWN OF NEW PORT RICHEY, according to the map or plat thereof as recorded in Plat Book 4, Page 49, Public Records of Pasco County, Florida.

And

The North 18.50 feet of the East 75.00 feet of the West 80.00 feet of Lot9, Block100, PORT RICHEY COMPANY REVISED PLAN FOR TOWN OF NEW PORT RICHEY, according to the map or plat thereof as recorded in Plat Book 4,Page 49, Public Records of Pasco County, Florida.

And

The North16.80 feet of the South 34.50 feet of the East 36.20 feet of the West 41.20 feet, AND the North 17.50 feet of the South 34.50 feet of the East 38.80 feet of the West 80.00 feet of Lot9, Block 100, PORT RICHEY COMPANY REVISED PLAN FOR TOWN OF NEW PORT RICHEY according to the map or plat thereof as recorded in Plat Book 4, Page 49, Public Records of Pasco County, Florida.

Parcel Identification Number: 05-26-16-0030-10000-0090

Parcel Identification Number: 05-26-16-0030-10000-0091

Parcel Identification Number: 05-26-16-0030-10000-0092

Exhibit C

CITY OF NEW PORT RICHEY PB 4 PG 49 WEST 10 FT OF EAST 20 FT OF LOT 9 BLOCK 100
OR 3886 PG 888.