

TEMPORARY RIGHT OF ENTRY

THIS TEMPORARY RIGHT OF ENTRY, is made, entered into and granted on _____, 2025, by _____ ("Grantor"), to and with Charlotte County, a political subdivision of the State of Florida, ("Grantee").

WITNESSETH:

1. The Grantor owns and maintains certain real property located in Charlotte County and further described below, (the "Property").

2. Said Grantor does hereby agree and grants unto Grantee and its agents and employees, a Temporary Right of Entry into, over and upon the Property to perform the following activities:

- Removal of invasive/nonnative vegetation located within the main channel of Snapper Creek and up to ten (10) feet from both banks of this waterway. Specific species to be targeted include:
 - Brazilian Pepper
 - Bamboo
 - Primrose Willow
 - Carolina Willow
 - Papyrus
- Planting of native vegetation within those areas previously cleared of invasive/non-native vegetation (up to 10 feet from the stream bank).
- Post-planting removal of invasive vegetation as needed.

3. The Grantor hereby consents and agrees that Grantee, together with any and all necessary equipment, may enter upon and have access to such portions of the Property owned by the Grantor as are reasonably necessary to perform the work set forth in this Temporary Right of Entry.

4. This Temporary Right of Entry expires one (1) year from the date of execution.

5. The Grantor swears and affirms that the information contained within this document is true and correct to the best knowledge of the Grantor.

6. This Temporary Right of Entry is granted by Grantor and accepted by Grantee subject to the following conditions which Grantee covenants and agrees to perform:

A. To exercise due care in the use of this Temporary Right of Entry.

B. To cause no unnecessary or unreasonable obstruction or interruption of travel over or upon the Property, except as to that portion of the Property upon which Grantee locates its equipment.

C. To limit the use of this Temporary Right of Entry as described herein, it being specifically understood and agreed that in no event shall this Temporary Right of Entry be construed to permit ingress and egress by the general public.

D. To use this Temporary Right of Entry so as to prevent the creation of any obstruction or condition which is or may become dangerous to Grantor, its guests, employees, invitees, licensees, or the public in general.

E. To indemnify and hold Grantor harmless from any and all claims for the payment of any compensation or damages resulting from the use by Grantee of the Temporary Right of Entry, provided, however, that this indemnification shall not extend to any portion of any compensation or damages caused by either the sole or contributory negligence of Grantor. Nothing provided herein shall constitute a waiver of Grantee's sovereign immunity rights. This provision shall survive termination of this Temporary Right of Entry.

F. To use the Temporary Right of Entry with due consideration for the rights of the Grantor, it being understood that this is not an easement, but is a license to enter the Property for the purposes and for the term described above.

Agreeing to be bound by the terms stated herein, Grantor and Grantee have authorized their signatories to sign this Temporary Right of Entry freely and voluntarily for the purposes herein expressed.

Grantor:

(Property Owner Name, Address, Lot and Block Number or Legal Description)

By: _____

Printed Name: _____

Its: _____
(Title of signatory)

Date: _____

Grantee:

CHARLOTTE COUNTY, a political subdivision of the State of Florida

By: _____

Printed Name: _____

Title: _____

pursuant to authority vested by Resolution No. _____

Date: _____