

CLERK OF CIRCUIT COURT RETURN TO PREPARER:

Prepared by: Real Estate Department
Peoples Gas System
702 N. Franklin Street
Tampa, FL 33602

Space Reserved for Clerk

GRANT OF NON-EXCLUSIVE UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS that **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**, a body corporate under the laws of the State of Florida, (the "Grantor") whose address is c/o MGR of Property Records 1960 Landing Blvd, Sarasota, Florida 34231-3330, in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to **PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY**, a Florida corporation (the "Grantee") whose principal address is P. O. Box 2562, Tampa, Florida 33601, and to its successors and assigns, a non-exclusive perpetual easement "**Easement**") for the installation, maintenance and repair of natural gas facilities (the "**Facilities**"), over, under and upon a parcel of land owned by the Grantor and described on Exhibit "A" attached hereto and by reference made apart hereof.

The location of the Easement (the "**Easement Area**") is defined on the drawing attached hereto as Exhibit "A".

1. Use: Grantee's use of the Easement shall at all times be in compliance with all Federal, State and local laws, regulations, ordinances and statutes.

2. Repair by Grantee. Grantee shall promptly repair any damage to the Easement, or any other property not owned by Grantee, caused by Grantee exercising its rights under this agreement including without limitation, landscaping, ground cover, planting, roadways, driveways, sidewalks, parking areas and structures. In the event that Grantee, its employees, agents or contractors cause damage to the Easement in the exercise of the privilege granted herein, Grantee agrees to restore the Easement parcel so damaged to its original condition and grade. Notwithstanding the foregoing, Grantor reserves the right to install minor landscaping, irrigation and/or fencing within the utility easement parcel provided that it does or will not directly interfere with the Grantee's Facilities; Grantor further acknowledges that under the "Underground Facility Damage Prevention and Safety Act" (F.S.8556), that Grantor is obligated to notify "Sunshine State One-Call of Florida, Inc." of its intent to engage in excavation or demolition prior to commencing any work and that this notification system shall provide member operations an opportunity to identify and locate if applicable, their underground Facilities prior to said excavation or demolition. In the event Grantor fails to notify as set forth above, Grantor may be held responsible for costs and expenses incurred due to damage of Grantee's Facilities.

3. Relocation: The Grantee agrees upon the request of Grantor to relocate its Facilities, over, under and upon subject parcel at the expense of Grantor with the vacated portion of this easement being released and conveyed back to Grantor and the site of the relocated Facilities being conveyed and included in this easement grant as though it had been included ab initio.

4. Entire Agreement: This Grant of Easement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof. This Grant of Easement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Grant of Easement shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Non-Exclusive Easement this _____ day of _____, 20__.

Signed, Sealed and Delivered
in the presence of:

GRANTOR:

**THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a
body corporate under the laws of the State of Florida**

WITNESS: _____
Print Name: _____

By: _____

WITNESS: _____
Print Name: _____

Print or Type Name

STATE OF _____
COUNTY OF _____

The forgoing instrument was acknowledged before me this _____ day of _____ 20__ by _____ . He/She personally appeared before me, is personally known to me or has produced _____ as identification and who did (did not) take an oath.

(SEAL)

Notary Public

Print Name
Commission Expires:

Signed Seal and Delivered
in the presence of:

GRANTEE:

**PEOPLES GAS SYSTEM, A DIVISION OF
TAMPA ELECTRIC COMPANY,
a Florida corporation**

WITNESS: _____
Print Name: _____

By: _____
T J Szelistowski, President PGS

WITNESS: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF HILSBOROUGH

The forgoing instrument was acknowledged before me this _____ day of _____ 20__ by T J Szelistowski, President PGS, on behalf of the corporation. He personally appeared before me, is personally known to me.

(SEAL)

Notary Public

Print Name
Commission Expires:

ATTORNEY APPROVAL OF NON-EXCLUSIVE UTILITY EASEMENT
FROM SCHOOL BOARD TO PEOPLES GAS SYSTEM,
A DIVISION OF TAMPA ELECTRIC COMPANY
RE RINGLING PROJECT

APPROVED FOR LEGAL CONTENT

Date: January 8, 2019

ATTORNEYS FOR THE SCHOOL BOARD
OF SARASOTA COUNTY, FLORIDA

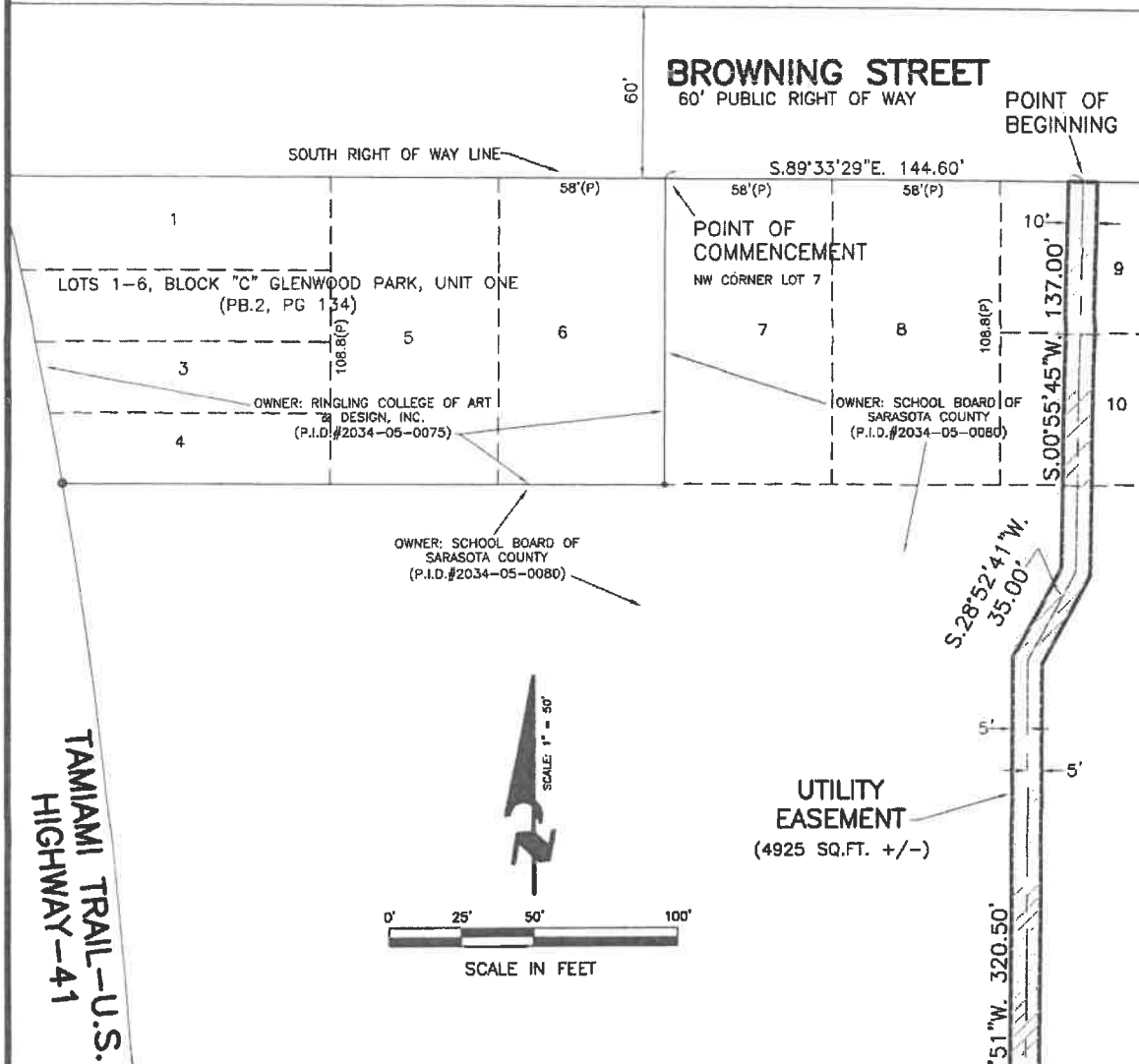
By: 

Jeffrey A. Grebe, Esquire
WILLIAMS PARKER HARRISON
DIETZ & GETZEN
200 South Orange Avenue
Sarasota, Florida 34236

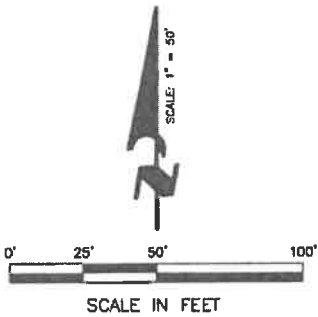
EXHIBIT "A" DESCRIPTION AND SKETCH

(NOT A FIELD SURVEY)

IN SECTION 29, TOWNSHIP 36 SOUTH, RANGE 18 EAST
SARASOTA COUNTY, FLORIDA



TAMIAMI TRAIL-U.S. HIGHWAY-41



LEGAL DESCRIPTION

A PARCEL LYING IN SECTION 29, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA BEING A 10.00 FEET WIDE STRIP OF LAND LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

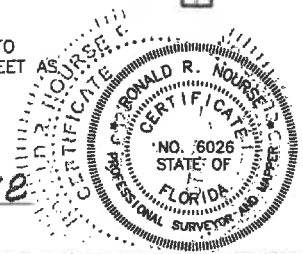
COMMENCE AT THE NORTHWEST CORNER OF LOT 7, BLOCK C, GLENWOOD PARK, UNIT ONE A SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 134 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF LOTS 7, 8, AND 9 OF SAID SUBDIVISION ALSO BEING THE SOUTH RIGHT OF WAY LINE OF BROWNING STREET, S.89°33'29"E., 144.60 FEET FOR A POINT OF BEGINNING OF CENTERLINE BEING DESCRIBED; THENCE S.00°55'45"W., 137.00 FEET; THENCE S.28°52'41"W., 35.00 FEET; THENCE S.00°25'51"W., 320.50 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE.

THE SIDE LINES OF THE ABOVE DESCRIBED SHALL BE EXTENDED AND/OR SHORTENED TO THEIR INTERSECTIONS AND TO THE SAID SOUTH RIGHT OF WAY LINE OF BROWNING STREET SHOWN HEREON.

THE ABOVE DESCRIBED CONTAINS 4925 SQUARE FEET, MORE OR LESS.

BY: *Ronald R. Nourse* 12/18/2018

RONALD R. NOURSE, P.S.M., FLORIDA CERTIFICATE NO. 6026 DATE
LICENSED AND REGISTERED PROFESSIONAL SURVEYOR AND MAPPER
(NOT VALID UNLESS SIGNED IN INK WITH EMBOSSED SEAL)



UPON RECORDING OF THIS DOCUMENT,
RETURN A COPY TO RONALD R. NOURSE
AT AM ENGINEERING, INC.

PREPARED FOR:

TECO

REVISIONS: 1) ADDED "FEET" IN TWO CALLS. 12-18-18 RRN

DRAWN BY: DATE: D4-11-18 BOOK: DISK: SERVER DWG: LWSN123E2.DWG JOB: LWSN-0123

AM ENGINEERING, INC.

CONSULTING ENGINEERS & SURVEYORS L.B. 4334

8340 CONSUMER COURT
SARASOTA, FLORIDA 34240
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