

(LEFT BLANK FOR RECORDING DATA)

**PERMANENT EASEMENT – WATER DISTRIBUTION AND WASTEWATER
AND LIFT STATION FORCE MAIN SYSTEM
MCINTOSH MIDDLE SCHOOL**

THIS EASEMENT, made this _____ day of _____, 2015, by and between **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**, a body corporate under the laws of the State of Florida, hereinafter called Grantor, whose address is C/o Manager of Property Records, 1960 Landings Boulevard, Sarasota, Florida 34231, and **SARASOTA COUNTY**, a political subdivision of the State of Florida, hereinafter called Grantee, whose address is 1660 Ringling Boulevard, Sarasota, Florida 34236.

WITNESSETH, that the Grantor, for and in consideration of Ten Dollars (\$10.00) and other valuable considerations paid, the receipt of which is hereby acknowledged, does hereby grant and deliver unto Grantee a permanent, nonexclusive utility easement for the purpose of constructing, installing, maintaining, operating, repairing and replacing a water supply distribution system, wastewater force main system, a lift station, and appurtenant equipment, with the right to reconstruct, improve, add to, enlarge and remove such water supply distribution and wastewater force main systems and equipment, in, over, and upon the following described land of the Grantor, to wit:

See Exhibit "A" attached hereto and made a part hereof. The easement property is legally described on Sheet 1 of Exhibit "A" and generally depicted on Sheet 2 of Exhibit "A."

RESERVING unto Grantor, however, all right, title, interest and privilege in the full enjoyment of the property and the uses thereof for all purposes not inconsistent with the use hereinabove specified.

This easement is granted by Grantor for the purposes set forth herein subject to the following covenants and conditions which Grantee, by its acceptance and recordation of this instrument, covenants and agrees:

1. To exercise due care in the use of the easement.
2. To cause no unnecessary or unreasonable obstruction or interruption of travel over or upon the same.
3. To limit the use of the easement for access to water supply distribution system facilities, wastewater force main, lift station and appurtenant equipment and maintenance thereof.
4. To use the easement granted 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.
5. To use diligence in the maintenance, repair or replacement of water supply distribution system facilities, wastewater force main, lift station and appurtenant equipment so as to cause the least amount of inconvenience, impediment or interruption of travel over, or other use of, the aforementioned easement area.
6. Upon completion of such work, Grantee agrees to restore the easement area (other than the

lift station area) to its former condition, including, but not limited to, returning the ground to the original grade, returning any pavement removed or damaged to its prior composition and condition, and replacing any grass or ground cover disturbed by such work. Upon Grantee's failure to do so within a reasonable period of time, Grantor may perform such work and charge the cost for the work to Grantee.

7. To the extent allowed by Section 768.28, Florida Statutes, to indemnify and to hold Grantor harmless from any and all claims for the payment of any compensation or damages, including costs and attorney's fees, directly resulting from the use by Grantee of the easement granted.

8. To use the easement with due consideration for the rights of the property owners and other easement holders, it being understood that this easement is a nonexclusive easement.

9. That in the event Grantor, its successors or assigns, should subsequently request the relocation of any portion of the aforesaid easement area other than the lift station area, Grantee agrees to promptly relocate the water distribution main and further agrees to execute and to exchange with Grantor such instruments as may be required to release the easement granted hereunder in return for a comparable easement over such other land in the immediate vicinity as may be designated by Grantor, the expense of such relocation to be borne by Grantor.

This provisions of this easement shall be binding and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name by its undersigned duly authorized officers the day and year first above written.

WITNESSES:

**THE SCHOOL BOARD OF SARASOTA COUNTY,
FLORIDA**

Signature of Witness

Print Name of Witness

Signature of Witness

Print Name of Witness

By: _____
Frank Kovach
As its Chair

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this _____ day of _____ 2015, by Frank Kovach, as Chair of **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**, a body corporate under the laws of the State of Florida. She is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Signature of Notary Public

(SEAL)

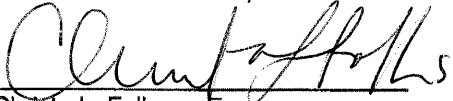
Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on _____.

APPROVED FOR LEGAL CONTENT

Date: February 11, 2015

ATTORNEYS FOR THE SCHOOL BOARD
OF SARASOTA COUNTY, FLORIDA

By: 

Christa L. Folkers, Esq.

Williams Parker Harrison Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236

That part of those lands lying in Section 26, Township 36 South, Range 18, Sarasota County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 26; thence run South 88°55'49"East along the North line of said Section 26, for a distance of 60.00 feet to a point on the East line of a 30.00 foot wide Permanent Utility Easement as recorded in Official Record Instrument Number 2000050671 of the Public Records of Sarasota County, Florida; thence run South 00°14'50"West for a distance of 25.61 feet to the POINT OF BEGINNING; thence run South 88°55'49"East for a distance of 1665.42 feet; thence run South 65°53'27"East for a distance of 56.82 feet; thence run South 81°02'26"East for a distance of 72.69 feet; thence run South 89°14'56"East for a distance of 455.09 feet; thence run North 69°24'36"East for a distance of 81.70 feet; thence run South 88°39'52"East for a distance of 172.50 feet; thence run South 03°16'44"West for a distance of 39.18 feet; thence run South 44°09'22"East for a distance of 91.54 feet; thence run South 89°00'30"East for a distance of 36.25 feet; thence run South 00°59'30"West for a distance of 613.87 feet; thence run South 21°30'30"East for a distance of 26.13 feet; thence run South 00°59'30"West for a distance of 105.05 feet; thence run South 21°30'30"East for a distance of 20.68 feet; thence run South 45°00'00"East for a distance of 19.64 feet; thence run South 67°30'00"East for a distance of 22.90 feet; thence run South 89°00'30"East for a distance of 97.56 feet; thence run South 00°26'49"West for a distance of 158.71 feet; thence run North 89°45'38"East for a distance of 117.79 feet; thence run North 12°29'53"East for a distance of 89.01 feet; thence run North 89°24'01"West for a distance of 7.59 feet; thence run North 00°35'56"East for a distance of 24.84 feet; thence run North 46°42'59"West for a distance of 30.46 feet; thence run North 43°17'01"East for a distance of 22.53 feet; thence run South 89°00'30"East for a distance of 47.11 feet; thence run South 00°35'56"West for a distance of 61.73 feet; thence run North 89°24'01"West for a distance of 11.97 feet; thence run South 12°29'53"West for a distance of 109.21 feet; thence run South 89°45'38"West for a distance of 134.01 feet; thence run South 00°26'49"West for a distance of 164.14 feet to the intersection with the North line of an abandoned Seaboard Coast Railroad right-of-way; thence run South 89°21'26"West along said North line for a distance of 20.00 feet; thence run North 00°26'49"East for a distance of 323.43 feet; thence run North 89°00'30"West for a distance of 81.55 feet; thence run North 67°30'00"West for a distance of 30.67 feet; thence run North 45°00'00"West for a distance of 27.77 feet; thence run North 21°30'30"West for a distance of 28.82 feet; thence run North 00°59'30"East for a distance of 105.05 feet; thence run North 21°30'30"West for a distance of 26.13 feet; thence run North 00°59'30"East for a distance of 558.87 feet; thence run North 89°00'30"West for a distance of 30.38 feet; thence run North 00°59'30"East for a distance of 44.83 feet; thence run North 44°09'22"West for a distance of 100.29 feet; thence run North 03°16'44"East for a distance of 27.28 feet; thence run North 88°39'52"West for a distance of 147.93 feet; thence run South 69°24'36"West for a distance of 81.59 feet; thence run North 89°14'56"West for a distance of 460.29 feet; thence run North 81°02'26"West for a distance of 76.78 feet; thence run North 65°53'27"West for a distance of 55.41 feet; thence run North 88°55'49"West for a distance of 1661.06 feet to the intersection with the East line of said Permanent Utility Easement; thence run North 00°14'50"East along the East line of said Permanent Utility Easement for a distance of 20.00 feet to the Point of Beginning.

Containing 1.99 acres, more or less.

PERMANENT UTILITY EASEMENT

MCINTOSH MIDDLE SCHOOL

	DRAWN	J.R.M.	DATE	7-8-14	SCALE N.T.S.
PARCEL = 1.99 ACRES ±	CHECKED	T.O.	DATE	7-8-14	JOB NO.

I:\PDSBC\SURVEY\MCINTOSH MIDDLE EASEMENT\sketches.DWG

POINT OF COMMENCEMENT

NW COR. SEC. 26, TWP. 36 S., RNG. 18 E.

POINT OF BEGINNING

N. LINE SEC. 26, TWP. 36 S., RNG. 18 E.

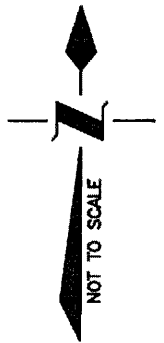
S. 88°55'49"E.

S.88°55'49"E. 1665.42'

N.88°55'49"W. 1661.06'

P.I.D. NO. 0050-02-0001

SCHOOL BOARD OF SARASOTA COUNTY



McINTOSH ROAD
(VARIABLE WIDTH PUBLIC RIGHT-OF-WAY)

30' WIDE PERMANENT UTILITY EASEMENT PER O.R.I. 2000050671

LINE TABLE

L1	S.88°55'49"E.	60.00'	L25	S.00°35'56"W.	61.73'
L2	S.00°14'50"W.	25.61'	L26	N.89°24'01"W.	11.97'
L3	S.65°53'27"E.	56.82'	L27	S.12°29'53"W.	109.21'
L4	S.81°02'26"E.	72.69'	L28	S.89°45'38"W.	134.01'
L5	S.89°14'56"E.	455.09'	L29	S.00°26'49"W.	164.14'
L6	N.69°24'36"E.	81.70'	L30	S.89°21'26"W.	20.00'
L7	S.88°39'52"E.	172.50'	L31	N.00°26'49"E.	323.43'
L8	S.03°16'44"W.	39.18'	L32	N.89°00'30"W.	81.55'
L9	S.44°09'22"E.	91.54'	L33	N.67°30'00"W.	30.67'
L10	S.89°00'30"E.	36.25'	L34	N.45°00'00"W.	27.77'
L11	S.21°30'30"E.	26.13'	L35	N.21°30'30"W.	28.82'
L12	S.00°59'30"W.	105.05'	L36	N.00°59'30"E.	105.05'
L13	S.21°30'30"E.	20.68'	L37	N.21°30'30"W.	26.13'
L14	S.45°00'00"E.	19.64'	L38	N.89°00'30"W.	30.38'
L15	S.67°30'00"E.	22.90'	L39	N.00°59'30"E.	44.83'
L16	S.89°00'30"E.	97.56'	L40	N.44°09'22"W.	100.29'
L17	S.00°26'49"W.	158.71'	L41	N.03°16'44"E.	27.28'
L18	N.89°45'38"E.	117.79'	L42	N.88°39'52"W.	147.93'
L19	N.12°29'53"E.	89.01'	L43	S.69°24'36"W.	81.59'
L20	N.89°24'01"W.	7.59'	L44	N.89°14'56"W.	460.29'
L21	N.00°35'56"E.	24.84'	L45	N.81°02'26"W.	76.78'
L22	N.46°42'59"W.	30.46'	L46	N.65°53'27"W.	55.41'
L23	N.43°17'01"E.	22.53'	L47	N.00°14'50"E.	20.00'
L24	S.89°00'30"E.	47.11'			

PERMANENT UTILITY EASEMENT

N. R/W LINE ABANDONED SEABOARD COAST RAILROAD

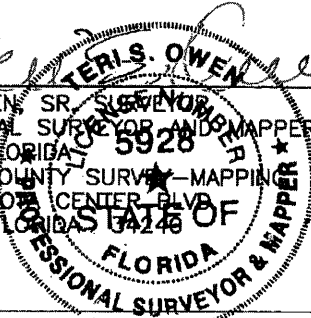
SURVEYOR'S NOTES

1. BEARINGS SHOWN ARE BASED ON ASSUMED DATUM, THE NORTH LINE OF SECTION 26, TOWNSHIP 36 SOUTH, RANGE 18 EAST, BEARING BEING S 88°55'49"E.
2. SUBJECT TO EASEMENTS OF RECORD.
3. THIS DRAWING IS A DESCRIPTION SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY OF THE PARCEL DESCRIBED.

ABBREVIATION LEGEND

- R/W = RIGHT-OF-WAY
- R.P.B. = ROAD PLAT BOOK
- P.B. = PLAT BOOK
- PG. = PAGE
- SEC. = SECTION
- TWP. = TOWNSHIP
- RNG. = RANGE
- N.T.S. = NOT TO SCALE
- NO. = NUMBER
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- O.R.B. = OFFICIAL RECORDS INSTRUMENT
- P.I.D. NO. = PROPERTY IDENTIFICATION NUMBER

TERI S. OWEN, SR. SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPING NO. 5928
STATE OF FLORIDA
SARASOTA COUNTY SURVEYING-MAPPING
1001 SARASOTA CENTER BLVD
SARASOTA, FLORIDA 34236



DATE

PERMANENT UTILITY EASEMENT

MCINTOSH MIDDLE SCHOOL

PARCEL = 1.99 ACRES ±	DRAWN	J.R.M.	DATE	7-8-14	SCALE	N.T.S.
	CHECKED	T.O.	DATE	7-8-14	JOB NO.	

I:\PDSBC\SURVEY\MCINTOSH\MIDDLEEASEMENT\sketches.DWG