

(LEFT BLANK FOR RECORDING DATA)

**EASEMENT - WATER DISTRIBUTION SYSTEM  
TAYLOR RANCH ELEMENTARY SCHOOL**

THIS EASEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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 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:**

Grantor, for and in consideration of Ten Dollars (\$10.00) and other valuable considerations, does hereby grant unto Grantee a non-exclusive utility easement upon and across that certain property described in Exhibit "A" attached hereto and made a part hereof, located in Sarasota County, Florida, for the purpose of constructing, installing, maintaining, operating, repairing and replacing water supply distribution system and appurtenant equipment, with the right to reconstruct, improve, add to, enlarge and remove such facilities and equipment.

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

This Easement is granted by Grantor and accepted by Grantee subject to the following conditions which Grantee covenants and agrees to perform:

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 and appurtenant equipment and maintenance thereof.
4. To use diligence in the maintenance, repair or replacement of water supply distribution system facilities 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. Upon completion of any such work, Grantee agrees to restore the easement area to its former condition. Upon Grantee's failure to do so within a reasonable period of time, Grantor may perform such work and charge the same to Grantee.
5. With the exception of active construction, repair or replacement, to use the easement hereby 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.
6. To the extent allowed by Section 768.28, Florida Statutes, to indemnify and 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.

7. Grantee understands this easement is a non-exclusive easement and agrees to use the same with due consideration of the rights of other easement holders.

8. That in the event Grantor, its successors or assigns, should subsequently request the relocation of all or any portion of the aforesaid easement area, Grantee agrees to promptly relocate the on-site water meters 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 Easement shall be binding upon the parties hereto, their respective successors and assigns.

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

Witness:

THE SCHOOL BOARD OF SARASOTA  
COUNTY, FLORIDA

\_\_\_\_\_  
Signature of Witness

BY: \_\_\_\_\_  
Jane Goodwin, Chair

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

STATE OF FLORIDA        )  
COUNTY OF SARASOTA )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Jane Goodwin, Chair, The School Board of Sarasota County, Florida, on behalf of the School Board, who is personally known to me and who did take an oath.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public

Prepared and approved by:  
Martin Garcia, Esq.  
Matthews Eastmoore  
1777 Main Street, 5<sup>th</sup> Floor  
Sarasota, FL 34236  
941.366.8888

\_\_\_\_\_  
Print Name of Notary Public, State of Florida  
My Commission No. \_\_\_\_\_ expires: \_\_\_\_\_

Return to:  
*Micki Ryan*, Project Manager  
The School Board of Sarasota County, Florida  
Construction Services Department  
7895 Fruitville Road  
Sarasota, FL 34240  
941.361.6680

That part of Section 36, Township 39 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Tract 405, Sarasota National, Phase 1B, according to the plat thereof recorded in Plat Book 46, Page 36 of the Public Records of Sarasota County, Florida; thence run South 00°20'59"West along the East line of said Tract 405 and Tract 211 a distance of 1290.19 feet to the POINT OF BEGINNING; thence run South 89°38'59"East for a distance of 412.09 feet; thence run South 00°22'59"West for a distance of 20.00 feet; thence run North 89°38'59"West for a distance of 412.08 feet; thence run North 00°20'59"East for a distance of 20.00 feet to the Point of Beginning.

Containing 8241.6 square feet, more or less.

**PERMANENT UTILITY EASEMENT**

**TAYLOR RANCH ELEMENTARY**

<b>PARCEL NO. 101.09</b>	<b>DRAWN</b>	<b>T.S.O.</b>	<b>DATE</b>	<b>8-24-12</b>	<b>SCALE N.T.S.</b>
<b>PARCEL = 8241.6 SQ. FT. ±</b>	<b>CHECKED</b>	<b>J.M.</b>	<b>DATE</b>	<b>8-24-12</b>	<b>JOB NO.</b>

**U.S. 41 (S.R. 45) TAMiami TRAIL**

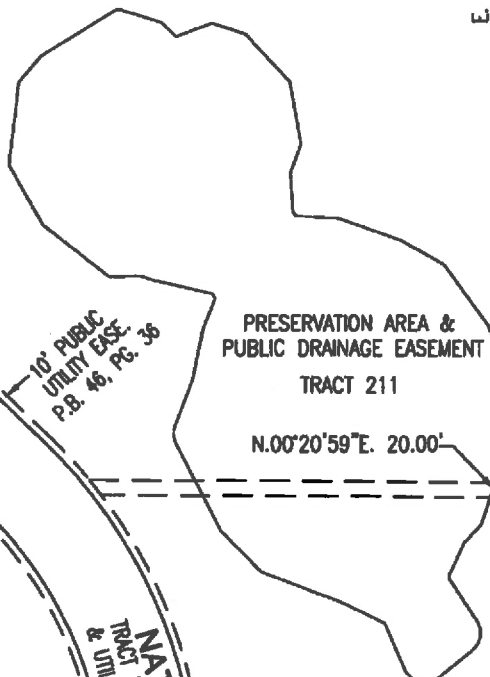
N. LINE SEC. 36, TWP. 39 S., RNG. 19 E.

S. R/W LINE

N. LINE TRACT 405  
**POINT OF COMMENCEMENT**  
 NE CORNER TRACT 405  
 SARASOTA NATIONAL, PHASE 1B  
 P.B. 46, PG. 36

PRIVATE COMMON AREA, LAKE, DRAINAGE,  
 LAKE MAINTENANCE, LANDSCAPING, WALLS,  
 ACCESS, SIGNAGE AND UTILITY EASEMENT  
 TRACT 405

E. LINE TRACT 405  
 S.00°20'59"W. 1290.19'



PRESERVATION AREA &  
 PUBLIC DRAINAGE EASEMENT  
 TRACT 211

**POINT OF BEGINNING**

**20' PERMANENT UTILITY EASEMENT**

N.00°20'59"E. 20.00'

S.89°38'59"E. 412.09'  
 N.89°38'59"W. 412.08'

S.00°22'59"W. 20.00'

P.I.D. NO. 0464-00-1001  
 SARASOTA SCHOOL BOARD  
 TAYLOR RANCH ELEMENTARY

**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
- P.T. = POINT OF TANGENCY
- O.R.B. = OFFICIAL RECORDS BOOK
- P.I.D. = PROPERTY IDENTIFICATION
- CH. BRG. = CHORD BEARING

P.I.D. NO. 0465-01-8543

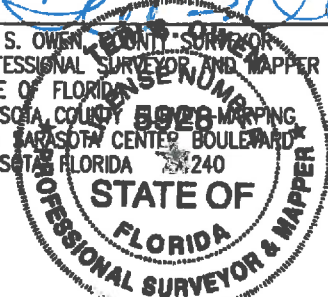
**SURVEYOR'S NOTES**

1. BEARINGS SHOWN ARE BASED ON SARASOTA NATIONAL, PHASE 1B, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 46, PAGE 36 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.
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.

**PERMANENT UTILITY EASEMENT  
 TAYLOR RANCH ELEMENTARY**

*Teri S. Owen*  
 8-24-12

TERI S. OWEN, COUNTY SURVEYOR  
 PROFESSIONAL SURVEYOR AND MAPPER NO. 5928  
 STATE OF FLORIDA  
 SARASOTA COUNTY 5928-MAPPING  
 1001 SARASOTA CENTER BOULEVARD  
 SARASOTA, FLORIDA 34240



<b>PARCEL NO. 101.09</b>		<b>DRAWN</b>	<b>T.S.O.</b>	<b>DATE</b>	8-24-12	<b>SCALE</b> N.T.S.
PARCEL = 8241.6 SQ. FT. ±		<b>CHECKED</b>	<b>J.M.</b>	<b>DATE</b>	8-24-12	<b>JOB NO.</b>

I:\POSBC\SURVEY\TAYLORSCHOOL\UTILITY\PARCEL.DWG