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**EASEMENT – BACKFLOW PREVENTER
RIVERVIEW HIGH SCHOOL**

THIS EASEMENT is made this _____ day of _____, 2008, 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 101 S. Washington Street, Sarasota, Florida 34230.

WITNESSETH:

Grantor, for and in consideration of Ten Dollars (\$10.00) and other valuable considerations, does hereby grant unto Grantee a non-exclusive 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 backflow preventer facilities 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 the purposes stated above.
4. To use diligence in the maintenance, repair or replacement of the backflow preventer 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 repair of such facilities and appurtenant equipment, 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. 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 backflow preventer facilities and appurtenant equipment, 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 and 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: _____
Dr. Kathy Kleinlein, 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 _____, 2008, by Dr. Kathy Kleinlein, Chair of 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

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

Prepared by:
Martin Garcia, Esq.
Matthews, Eastmoore, Hardy,
Crauwels & Garcia, P.A.
1777 Main Street, 5th FL
Sarasota, FL 34236
(941) 366-8888

Return to:
Mark Smith, Project Manager
Construction Services Department
School Board of Sarasota County, Florida
7895 Fruitville Road, Sarasota, FL 34240
(941) 361-6680

PROCTOR ROAD (ROAD PLAT BOOK 1, PAGE 113)

POINT OF COMMENCEMENT

VARIABLE WIDTH PUBLIC RIGHT-OF-WAY
CENTER LINE & BASELINE

NORTH LINE OF SECTION 8, TOWNSHIP 37 S., RANGE 18 E.

S77°38'17"E
46.18'

N89°57'16"E 207.28'

S56°21'00"E
24.69'

N89°48'59"W
40.00'

BUS STOP AREA
EASEMENT
O.R.I.#2007111167

ADDITIONAL RIGHT-OF-WAY
OFFICIAL RECORD
INSTRUMENT #2007111160

1' WIDE SIDEWALK
EASEMENT
O.R.I.#2007111166

LOT 1, BLOCK 1
SARASOTA-VENICE CO.'S
RIVER SUBDIVISION
PLAT BOOK A, PAGE 71

RIGHT-OF-WAY
OFFICIAL RECORD
INSTRUMENT #2007111160

POINT OF BEGINNING

EAST
40.0'

S.00°11'01"W.
1270.18'
SHOWN AS CENTER LINE

LORDS AVENUE
(65' WIDE PUBLIC RIGHT-OF-WAY)

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°48'59"W	8.66'
L2	N56°21'00"W	13.37'
L3	N33°39'00"E	5.00'
L4	N56°21'00"W	9.13'
L5	N00°02'44"W	6.01'
L6	N89°57'32"E	1.80'
L9	S00°11'01"W	1.49'

SCALE: 1"=60'



A parcel of land lying in Lot 1, Block 1, Sarasota-Venice Company's River Subdivision as recorded in Plat Book A, Page 71 of the Public Records of Sarasota County, Florida and described as follows:

Commence at the intersection of the center line of Lords Avenue (65.00-foot wide public right-of-way) and the center line of Proctor Road (variable width public right-of-way) as recorded in Road Plat Book 1, Page 113 in the above mentioned Public Records; thence S.00°11'01"W., along said center line of Lords Avenue, a distance of 72.95 feet; thence N.89°48'59"W., a distance of 40.00 feet to the POINT OF BEGINNING, being on the west right-of-way line of said Lords Avenue as recorded in Official Record Instrument Number 2007111160; thence continue N.89°48'59"W., a distance of 8.66 feet; thence N.56°21'00"W., a distance of 13.37 feet; thence N.33°39'00"E., a distance of 5.00 feet; thence N.56°21'00"W., a distance of 9.13 feet; thence N.00°02'44"W., a distance of 6.01 feet to the south right-of-way line of Proctor Road as recorded in said Official Record Instrument Number 2007111160; thence along said right-of-way for the following four (4) calls; (1) thence N.89°57'32"E., a distance of 1.80 feet; (2) thence S.56°21'00"E., a distance of 24.69 feet; (3) thence S.16°52'21"E., a distance of 7.83 feet; (4) thence S.00°11'01"W., a distance of 1.49 feet to the POINT OF BEGINNING.

Containing 255, more or less.

NOTES:

- UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER, THIS SKETCH, DRAWING, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY.
- BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH RIGHT-OF-WAY LINE OF PROCTOR ROAD, BEING N.89°55'18"E.
- THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.

Jennie W. Brannon 8/27/08
Jennie W. Brannon, P.S.M. Date of Signature
Florida Registration No. 5041

This is NOT a Survey.

FOR: SARASOTA COUNTY SCHOOL BOARD

SKETCH & DESCRIPTION OF
UTILITY EASEMENT
SECTION 8, TOWNSHIP 37 S., RANGE 18 E.,
SARASOTA COUNTY, FLORIDA

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