

This Document Prepared By and Return to:
Andrea Blackford
Sarasota County Government / Real Estate Services
1660 Ringling Boulevard, 2nd Floor, Suite 240
Sarasota, Florida 34236

Sec/Twp/Rng 08/37S/18E
PID #0085010046
Parcel # 100.09
Project # 55958a

**PERMANENT EASEMENT – WATER DISTRIBUTION AND WASTEWATER
AND LIFT STATION FORCE MAIN SYSTEM
RIVERVIEW HIGH SCHOOL**

THIS EASEMENT, made this _____ day of _____, 2016, 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 Post Office Box 8, Sarasota, Florida 34230.

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 water supply distribution and sewerage collection system facilities, wastewater force main, lift station, and appurtenant equipment, with the right to reconstruct, improve, add to, enlarge and remove such facilities 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.

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 to constructing, installing, maintaining, operating, repairing and replacing water supply distribution and sewerage collection system facilities, wastewater force main, lift station and appurtenant equipment with the right to reconstruct, improve, add to, enlarge and remove such facilities and equipment and the right of ingress and egress.
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 and sewerage collection 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 express limits of Section 768.28, Florida Statutes, and without constituting a waiver of sovereign immunity, 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.

The 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.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

WITNESSES:

Signature of Witness

Print Name of Witness

Signature of Witness

Print Name of Witness

By: _____
Shirley Brown
As its Chair

**STATE OF FLORIDA
COUNTY OF SARASOTA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Shirley Brown, 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

Print Name of Notary Public

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

(SEAL)

APPROVED FOR LEGAL CONTENT
Date: September 21, 2016

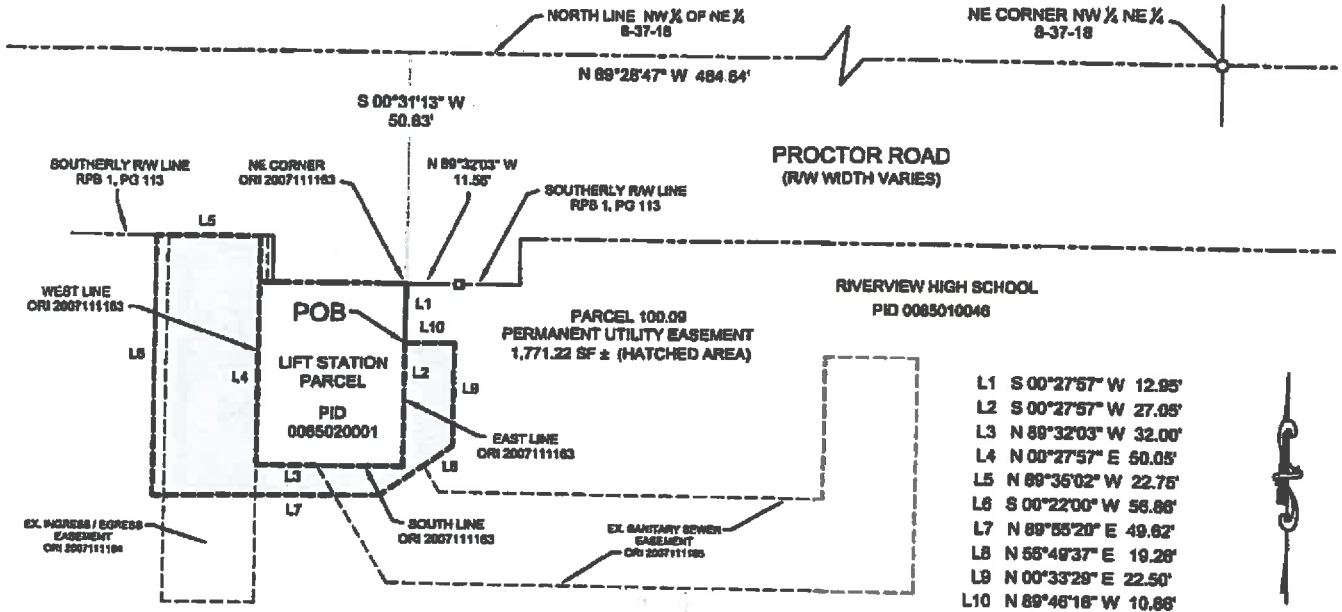
ATTORNEYS FOR THE SCHOOL BOARD
OF SARASOTA COUNTY, FLORIDA

By: Christa L. Folkers
Christa L. Folkers, Esq.
Williams Parker Harrison Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236

EXHIBIT "A"

SKETCH

POC



- L1 S 00°27'57" W 12.95'
- L2 S 00°27'57" W 27.05'
- L3 N 89°32'03" W 32.00'
- L4 N 00°27'57" E 50.05'
- L5 N 89°36'02" W 22.75'
- L6 S 00°22'00" W 58.88'
- L7 N 89°55'20" E 49.62'
- L8 N 55°49'37" E 19.28'
- L9 N 00°33'29" E 22.50'
- L10 N 89°46'18" W 10.88'

DESCRIPTION

COMMENCE AT THE NORTHEAST CORNER OF THE NORTH WEST ¼ OF THE NORTHEAST ¼ SECTION 8, TOWNSHIP 37 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA; THENCE RUN ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION, N 89°28'47" W, A DISTANCE OF 484.64 FEET; THENCE DEPARTING SAID NORTH LINE AT A RIGHT ANGLE, S 00°31'13" W, A DISTANCE OF 50.63 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PROCTOR ROAD AS SHOWN AND DESIGNATED IN ROAD PLAT BOOK 1, PAGE 113 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; SAID POINT LYING N 89°32'03" W, A DISTANCE OF 11.58 FEET FROM A CONCRETE MONUMENT FOUND ON SAID SOUTHERLY RIGHT-OF-WAY LINE; SAID POINT ALSO BEING THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN ORI 2007111163 OF AFORESAID PUBLIC RECORDS; THENCE ALONG THE EAST LINE OF SAID LANDS, S 00°27'57" W, A DISTANCE OF 12.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE EAST AND SOUTH LINES OF SAID LANDS: S 80°27'57" W, A DISTANCE OF 27.05 FEET; THENCE N 89°32'03" W, A DISTANCE OF 32.00 FEET; THENCE ALONG THE WEST LINE OF SAID LANDS AND A NORTHERLY EXTENSION THEREOF, N 00°27'57" E, A DISTANCE OF 50.05 FEET TO A POINT ON AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF PROCTOR ROAD; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N 89°36'02" W, A DISTANCE OF 22.75 FEET; THENCE DEPARTING THE SOUTHERLY RIGHT-OF-WAY LINE OF PROCTOR ROAD, S 00°22'00" W, A DISTANCE OF 58.88 FEET; THENCE N 89°55'20" E, A DISTANCE OF 49.62 FEET; THENCE N 55°49'37" E, A DISTANCE OF 19.28 FEET; THENCE N 00°33'29" E, A DISTANCE OF 22.50 FEET; THENCE N 89°46'18" W, A DISTANCE OF 10.88 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 1771.22 SQUARE FEET OR 0.04 ACRES MORE OR LESS.

LEGEND

- CONCRETE MONUMENT
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- SF SQUARE FEET
- R/W RIGHT-OF-WAY LINE
- ORI OFFICIAL RECORDS INSTRUMENT
- RPS ROAD PLAT BOOK
- PG PAGE
- PID PARCEL IDENTIFICATION
- EX. EXISTING

RUSSELL P. HYATT, PEM 5303
HYATT SURVEY SERVICES, INC.
11007 8TH AVE. EAST BRADENTON, FL 34212

6/2/16
DATE

SHEET 1 OF 1

LIFT STATION REHABILITATION PHASE 2, CIP # 55958A			
RIVERVIEW LIFT STATION - PERMANENT UTILITY EASEMENT			
PARCEL # 100.09	DRAWN JM	DATE	SCALE 1"=40'
EASEMENT = 1,771.22 SQUARE FEET	CHECKED RH	MAY 2016	PROJECT NO. 16-1993