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

**THIS EASEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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 Mgr 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 nonexclusive utility easement for the purpose of constructing, installing, maintaining, operating, repairing and replacing a water supply distribution system and appurtenant equipment, with the right to reconstruct, improve, add to, enlarge and remove such system 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 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 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 such work, Grantee agrees to restore the easement 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.

6. 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.

7. 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.

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 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: \_\_\_\_\_  
Jane Goodwin  
As its Chair

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by Jane Goodwin, 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: October 7, 2014

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 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 1310.19 feet; thence run South 89°38'59"East for a distance of 273.09 feet to the POINT OF BEGINNING; thence continue South 89°38'59"East for a distance of 139.00 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 139.00 feet; thence run North 00°22'59"East for a distance of 20.00 feet to the Point of Beginning.

Containing 2780 square feet, more or less.

PERMANENT UTILITY EASEMENT

TAYLOR RANCH ELEMENTARY

PARCEL NO. 101.09A	DRAWN	T.S.O.	DATE	5-23-14	SCALE N.T.S.
PARCEL = 2780 SQ. FT. ±	CHECKED	J.M.	DATE	5-23-14	JOB NO.

**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**

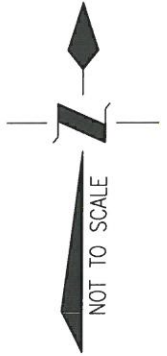
NE CORNER TRACT 405  
SARASOTA NATIONAL, PHASE 1B  
P.B. 46, PG. 36

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. 1310.19'



**LINE TABLE**

L1	S.89°38'59"E.	273.09'
L2	S.89°38'59"E.	139.00'
L3	S.00°22'59"W.	20.00'
L4	N.89°38'59"W.	139.00'
L5	N.00°22'59"E.	20.00'

PRESERVATION AREA &  
PUBLIC DRAINAGE EASEMENT  
TRACT 211

**POINT OF BEGINNING**

**20' PERMANENT  
UTILITY EASEMENT**

20' UTILITY EASE.  
O.R.I. 2013010678

L1  
L5  
L4  
L2  
L3  
20' UTILITY EASE. O.R.I. 2013071933

UTILITY EASE. O.R.I. 1999034462

120'  
NATIONAL BOULEVARD  
& UTILITY EASEMENT, PRIVATE INGRESS/EGRESS, DRAINAGE  
TRACT 102, AND PUBLIC UTILITY EASE.

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

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

**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

**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**

PARCEL NO. 101.09A	DRAWN	T.S.O.	DATE	5-23-14	SCALE N.T.S.
PARCEL = 2780 SQ. FT. ±	CHECKED	J.M.	DATE	5-23-14	JOB NO.

TERI S. OWEN, COUNTY SURVEYOR  
PROFESSIONAL SURVEYOR AND MAPPER NO. 5928

DATE

527.14

STATE OF FLORIDA  
SARASOTA COUNTY SURVEY MAPPING  
1001 SARASOTA CENTER BOULEVARD  
SARASOTA, FLORIDA 34210

