

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 # 100.03
Project # 55958a

TEMPORARY CONSTRUCTION EASEMENT – 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 Temporary Construction 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 on adjacent property, and the right of ingress and egress; 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 Temporary Construction Easement shall terminate and become null and void after completion of the Lift Station Rehabilitation Phase 2 - Landings, Riverview, Golden Rod and Beneva-Webber Project # 55958A, and the recording of a Termination of Temporary Construction Easement. This Temporary Construction 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 on adjacent property, 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, licenses, 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 on adjacent property, and ingress and egress with the Temporary Construction Easement 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 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 Temporary Construction 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.

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.

WITNESSES:

THE SCHOOL BOARD OF SARASOTA COUNTY,
FLORIDA

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

(SEAL)

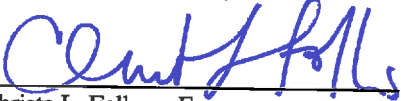
Print Name of Notary Public

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

APPROVED FOR LEGAL CONTENT

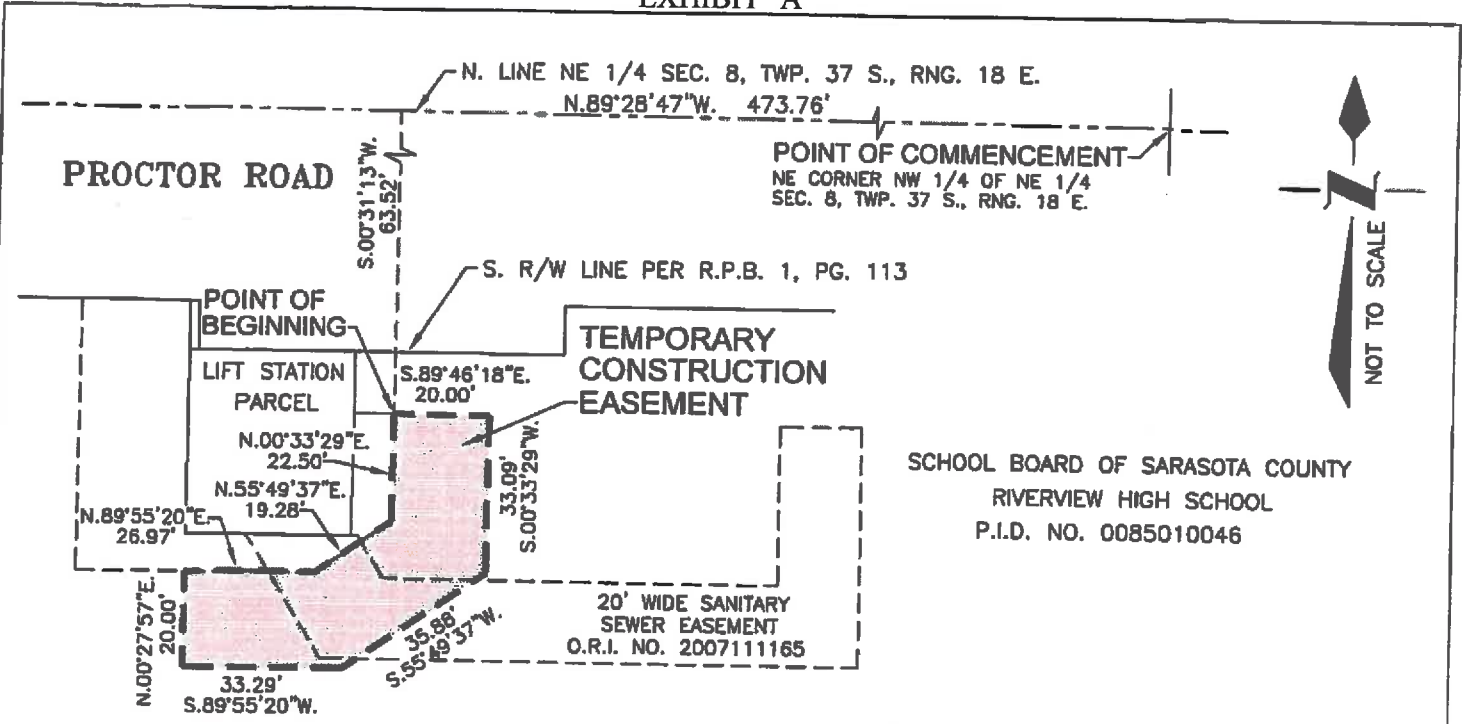
Date: September 21, 2016

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

EXHIBIT "A"



SCHOOL BOARD OF SARASOTA COUNTY
RIVERVIEW HIGH SCHOOL
P.I.D. NO. 0085010046

That part of the Northeast Quarter (1/4) of Section 8, Township 37 South, Range 18 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of said Section 8; thence run North 89°28'47"West along the North line of the Northeast Quarter (1/4) of said Section 8 for a distance of 473.76 feet; thence run South 00°31'13"West for a distance of 63.52 feet to the POINT OF BEGINNING; thence run South 89°46'18"East for a distance of 20.00 feet; thence run South 00°33'29"West for a distance of 33.09 feet; thence run South 55°49'37"West for a distance of 35.88 feet; thence run South 89°55'20"West for a distance of 33.29 feet; thence run North 00°27'57"East for a distance of 20.00 feet; thence run North 89°55'20"East for a distance of 26.97 feet; thence run North 55°49'37"East for a distance of 19.28 feet; thence run North 00°33'29"East for a distance of 22.50 feet to the Point of Beginning.

Containing 1710.1 square feet, more or less.

Subject to a 20 foot wide Sanitary Sewer Easement recorded in Official Records Instrument Number 2007111165 of the Public Records of Sarasota County, Florida. The square footage of the Sanitary Sewer Easement lying within the parcel to be acquired is 550.9 square feet, more or less.

ABBREVIATION LEGEND

- R/W = RIGHT-OF-WAY
- BRG. = BEARING
- P.B. = PLAT BOOK
- PG. = PAGE
- SEC. = SECTION
- TWP. = TOWNSHIP
- RNG. = RANGE
- N.T.S. = NOT TO SCALE
- NO. = NUMBER
- C.B. = CONDOMINIUM BOOK
- C = CENTERLINE
- O.R.B. = OFFICIAL RECORDS BOOK
- P.I.D. = PROPERTY IDENTIFICATION
- O.R.I. = OFFICIAL RECORDS INSTRUMENT
- NO. = NUMBER

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON ASSUMED DATUM, THE NORTH LINE NORTHEAST 1/4 OF SEC. 8, TWP. 37 S., RNG. 18 E. BEING N. 89°28'47"W.
2. THIS DRAWING IS A DESCRIPTION SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY OF THE PARCEL DESCRIBED.

TEMPORARY CONSTRUCTION EASEMENT

RIVERVIEW HIGH SCHOOL

PARCEL NO. 100.03	DRAWN	J.M.	DATE	5-24-16	SCALE
PARCEL = 1710.1 Square Feet ±	CHECKED	T.OWEN	DATE	5-24-16	N.T.S.
					JOB NO.

TERI S. OWEN
TERI S. OWEN, BOUNDARY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER NO. 5928
SARASOTA COUNTY PUBLIC WORKS
REAL ESTATE SERVICES, SURVEY-MAPPING
1001 SARASOTA CENTER BLVD
SARASOTA, FLORIDA 34240

6-2-16
DATE