

RECORD \$

Prepared by and return to:
WILLIAMS PARKER
HARRISON DIETZ & GETZEN
200 South Orange Avenue
Sarasota, Florida 34326
(941) 366-4800
Attention: Jeffrey A. Grebe, Esq.

EASEMENT
(Permanent Utility Easement)

This Easement, made this ____ day of _____, 2017, by and between **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**, a body corporate under the laws of the State of Florida, whose mailing address is 1960 Landings Boulevard, Sarasota, Florida 34231, hereinafter called Grantor, and **SARASOTA COUNTY**, a political subdivision of the State of Florida, whose mailing address is P.O. Box 8, Sarasota, Florida 34230, hereinafter called Grantee.

WITNESSETH:

Grantor, for and in consideration of \$1 and other valuable considerations, does hereby grant unto Grantee a perpetual nonexclusive easement over, under, and upon that certain property described in Exhibit "A" attached hereto located in Sarasota County, Florida, and as shown on drawings attached hereto as Exhibit "A," for the purpose of constructing, installing, maintaining, operating, repairing and replacing water supply distribution system facilities, 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.

Reserving unto Grantor, however, all right, title, interest and privilege and 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 subject to the following covenants and conditions which Grantee, by its acceptance and recordation of this instrument, 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 property.
3. To limit the use of such easement to the purposes provided for herein, it being specifically understood and agreed that in no event shall this easement be construed to permit ingress and egress by the general public.
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 making excavations or other repairs and, after the completion of any construction or maintenance, to restore the property to its former condition, including, but not limited to, returning the ground to the original grade and replacing improvements.
6. To perform all maintenance and repair work as expeditiously and with as little disruption as possible to the land and improvements and activities thereon of Grantor, its successors and assigns.
7. To furnish Grantor within a reasonable time after completion of construction accurately scaled "as built" drawings showing the location and all pertinent and material details of water supply distribution system facilities and other improvements at any time placed within the easement.

8. To 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.
9. 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.

The provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

In witness whereof, Grantor has caused this instrument to be executed in its name by its duly authorized officer the day and year first above written.

WITNESSES:

THE SCHOOL BOARD OF
SARASOTA COUNTY, FLORIDA

By: _____
Print Name: _____
As its Chair

Signature of Witness

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 _____, 2017, by _____ as Chair of **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**. The above-named person 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 and (**did/did not**) 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 expires on _____.

**ATTORNEY APPROVAL OF UTILITY EASEMENT
FROM SCHOOL BOARD TO SARASOTA COUNTY**

APPROVED FOR LEGAL CONTENT

Date: September 6, 2017

**ATTORNEYS FOR THE SCHOOL BOARD
OF SARASOTA COUNTY**

By: 

**Jeffrey A. Grebe, Esquire
WILLIAMS PARKER HARRISON
DIETZ & GETZEN
200 South Orange Avenue
Sarasota, Florida 34236**

