RECORD \$

Prepared by and return to: <u>WILLIAMS PARKER</u> 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,

(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:

Jertrov A Grefe, Esquire WILLIAMS PARKER MARRISON DIETZ & GEFZEN 200 South Orange Avenue Sarasota, Florida 34236 EXHIBIT "A"

NORTH LINE O.R.B. 2075, PG. 2552 All of the East 25.00 feet of the South 230.00 feet of those lands described in the deed recorded in Official Records Book 2075, Page 2552 of the Public Records of EAST LINE O.R.B. Sarasota County, Florida. 2075, PG. 2552 TRACT 33 2 PALMER FARMS THIRD UNIT PLAT BOOK 3, PG. 39 ģ Containing 5750 square feet, more or less. SCHOOL BOARD OF SARASOTA COUNTY Subject to a Private Non-Exclusive P.I.D. NO. 0219-01-3302 Ingress/Egress Easement recorded in O.R.B. 2075, PG. 2552 N.86'56'42"E Official Records Instrument Number 25.00 2003100825 of said Public Records. PERMANENT UTILITY EASEMENT The square footage of the Easement lying within the parcel to be acquired is 5000 square feet, more or less. EAST 25' OF THE SOUTH 230' O.R.B. 2075, PG. 2552 Subject to a Private Ingress/Egress (PRNATE) Easement recorded in Official Records Instrument Number 1999130775 of 50' PRIVATE NON-EXCLUSIVE INGRESS/EGRESS EASEMENT O.R.L #2003100825 said Public Records. The square 230.00 LANE 230.00 footage of the Easement lying within the parcel to be acquired is 5000 UTILITY EASEMENT TO AQUASOURCE INC. ORI NO. 2002176599, ASSIGNED TO SARASOTA COUNTY O.RI. NO. 2013166662 square feet, more or less. 5.0001'35'E. JACOBS. 1 0000 Subject to a Utility Easement recorded in Official Records Instrument Number 2002176599 of said Public Records. 8 The square footage of the Easement lying within the parcel to be acquired 25 is 5000 square feet, more or less. 25' INGRESS/EGRESS EASEMENT O.R.I. NO. 1999130775 SOUTH LINE O.R.B. 2075. PG. 2552 S.88'56'42 W. 25.00 ABBREVIATION LEGEND R/W = RIGHT-OF-WAY R.P.B. = ROAD PLAT BOOK P.B. = PLAT BOOK PG. = PAGE SEC. = SECTION SURVEYOR'S NOTES TWP. - TOWNSHIP RNG. - RANGE 1. BEARINGS SHOWN ARE BASED ON THE DEED RECORDED IN OFFICIAL RECORDS BOOK 2075, N.T.S. - NOT TO SCALE NO. - NUMBER PAGE 2552 (BEING ASSUMED BEARINGS) 2. THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE OR AN P.T. - POINT OF TANGENCY C = CENTERLINE $\varsigma = centerline$ 0.R.H. = official records boom<math>P.I.D. = PROPERTY IDENTIFICATIONATTORNEY'S OPINION OF TITLE, THEREOF, ANY DEED OVERLAP OR HIATUS OR ANY RECORDED OR UNRECORDED RIGHTS-OF-WAY AND OR 141 EASEMENTS MAY NOT BE SHOWN. TERI S. OWEN, DATE 3. THIS DRAWING IS A DESCRIPTION SKETCH ONLY AND DOES NOT REPRESENT A FIELD PROFESSION MAPPER NO. 5928 SARASOTA 62 N. T. SURVEY OF THE PARCEL DESCRIBED. SERVICES REAL ESTAT SURVE PING 1001 SARA SARASOTA, PERMANENT UTILITY EASEMENT JACOBS LANE SCALE PARCEL NO. 400.09 ORAWN TOWEN DATE 7-12-17 N.T.S. PARCEL = 5750 Square Feet ± JOB NO. CHECKED J.M. DATE 17-12-17

Disc other Disc

jT.

EV PDSBC/SURVEY LOUBS/PARCELS