

Prepared by:
James A. Robinson, General Counsel
Pinellas County School Board
Return to:
Real Estate and Concurrency Services
11111 S. Belcher Road
Largo, FL 33773

**TEMPORARY CONSTRUCTION EASEMENT FOR INSTALLATION OF
RECLAIMED WATER UTILITY PROJECT AS DEPICTED IN ATTACHED
AERIAL OVERLAY OF OAK GROVE MIDDLE SCHOOL**

Pinellas County Parcel #: 24-29-15-00000-140-0100 (Oak Grove Middle School)

THIS INDENTURE, made this 26th day of January, 2010, between the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, whose mailing address is P.O. Box 2942, Largo, Florida 33779-2942, hereinafter referred to as Grantor, and CITY OF CLEARWATER, hereinafter referred to as Grantee.

WITNESSETH

That said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, by these presents does grant unto the said Grantee, its employees, contractors, agents and designees, the right and privilege of sufficient easement, entry, ingress and egress over, under and upon the above described parcel for the purposes of constructing and installing a reclaimed water service distribution line, together with all related appurtenances, as depicted in attached aerial overlay of Oak Grove Middle School. Grantee may utilize such manual and mechanical equipment as Grantee may deem necessary to effectively perform the aforementioned work activities in a professional and workmanlike manner and shall utilize best management practices to restore the easement area, and all of Grantor's property adjacent and contiguous to the easement area, as same may be impacted or altered by the project, to equal or better condition immediately upon completion of project construction.

In consideration of the rights granted herein, which shall remain in effect from commencement of work activity upon Grantor's property authorized hereby to not more than thirty (30) days thereafter, Grantee, its employees, contractors, agents or designees, agree that all persons entering the property by virtue of the rights herein granted shall do so at their own risk. Grantor accepts no liability whatsoever for any claims for injury or damages in connection with this grant of entry.

Grantee agrees and covenants with Grantor that Grantee, its employees, contractors, agents or designees shall not engage in any activities which could result in any mechanics liens being filed against the property without the written consent of Grantor, and that upon completion of the above described work activities, all equipment of every nature shall be promptly removed at Grantee expense, and the easement area shall be debris free and restored as near as reasonably possible to its condition as existed prior to initiation of the work activities described herein.

Grantee covenants with Grantor to hold Grantor harmless from any and all claims for injury and all liability for property damages arising during and in connection with all good faith activities undertaken by the Grantee, its employees, contractors, agents or designees pursuant to privileges granted herein; provided, however, that in no event or under any circumstances shall the Grantee incur any financial liability which would exceed statutory limits as set forth in Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the Grantor has caused this Temporary Construction Easement to be duly executed effective on the date indicated above.


SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

IN WITNESS WHEREOF, the Grantor has caused this Temporary Construction Easement to be duly executed effective on the date indicated above.

SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: _____
Janet R. Clark, Chairperson

Attest: _____
Julie M. Janssen, Ed.D., Superintendent

Approved as to form and legality:

James A. Robinson, General Counsel

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Janet R. Clark of the School Board of Pinellas County, Florida. The individual is personally known to me.

NOTARY _____
Print Name: _____