

TEMPORARY EASEMENT FOR CONSTRUCTION ACCESS

THIS EASEMENT is given this _____ day of _____, 2021, by Brevard County School Board (“Grantor”), whose mailing address is 2700 Judge Fran Jamieson Way, Viera, Florida 32940, to Florida Department of Transportation, whose mailing address is 719 South Woodland Avenue, DeLand, Florida 32720 (“Grantee”). As used herein, the term “Grantor” shall include any and all legal representatives, successors or assigns of the Grantor, and all subsequent owners of the “Property” (as hereinafter defined) and the term “Grantee” shall include any legal representative, officer, employee, agent, successor or assignee of Grantee.

WITNESSETH

WHEREAS, Grantor is the fee simple owner of certain lands situated in Brevard County, Florida, located at 2582 US-1, Mims, Florida 32754 and more specifically described herein and shown on **Exhibit “A”** attached hereto (the “Property”); and,

WHEREAS, Grantor has agreed to grant and convey to Grantee, a temporary non-exclusive access easement over, on, under, upon, and across the Property for the specific and limited purposes set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a temporary easement for and in favor of Grantee upon the Property described on Exhibit “A” as the “Proposed Work Area” and which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect for the duration provided below.

The scope, nature, and character of this Easement shall be as follows:

1. Recitals. The recitals herein are true and correct and are hereby incorporated into and made a part of this Easement.

2. Purpose. It is the purpose of this Easement to grant a temporary non-exclusive access easement over, on, under, upon, and across the Property at all times to perform all acts necessary to ensure fulfillment of all requirements of the demolition and recreation of the adjacent dry pond control structure, all of which Grantee shall be authorized to perform in its sole discretion. Grantee, if necessary, shall return the easement area to the same state that existed before the start of the project. Grantor shall immediately notify Grantee in writing of any required corrective action.

3. No Dedication. No right of access by the general public to any portion of the Property is conveyed by this Easement.

4. Grantee's Liability. Grantee’s liability is limited as provided in Section 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of this Easement.

5. Duration. This Temporary Easement for Construction Access shall remain in full force and effect until one (1) year from the date of execution or upon completion of the Brevard County Outfall Ditches project (as indicated in writing by Grantee), whichever occurs first, unless

otherwise extended in writing by Grantor and Grantee. This Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Brevard County, Florida.

6. Easement Area. Legal Description, as follows, and as shown on the attached Exhibit "A":

A parcel of land lying in the northwest ¼ of Section 17, Township 21 South, Range 35 East and being a part of those lands described in deed book 58, page 193, of the public records of Brevard County, Florida being more particularly described as follows:

Commencing at the northwest corner of the aforesaid lands, said point being on the right of way line of U.S. Highway No. 1 (State Road No. 5, a 100.00 foot wide right of way); Run thence S.67°14'28"W., along the north line of said lands, a distance of 37.00 feet; thence S.89°24'16"W., along said north line, 272.00 feet to the point of beginning of the parcel of land herein described; thence run S.00°35'44"E., 40.00 feet; thence S.89°24'16"W., 100.00 feet; thence N.00°35'44"W., 40.00 feet to a point on the north line of aforesaid described lands; thence N.89°24'16"E., along said north line, 100.00 feet to the point of beginning.

Containing 4000 square feet or 0.09 acres more or less.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be signed in their name by their proper officers and their corporate seal to be affixed, attested by their Secretary on this ____ day of _____, 2021.

Signed, sealed and delivered

SCHOOL BOARD OF BREVARD COUNTY,

in the presence of:

FLORIDA

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

Attest:

By: _____

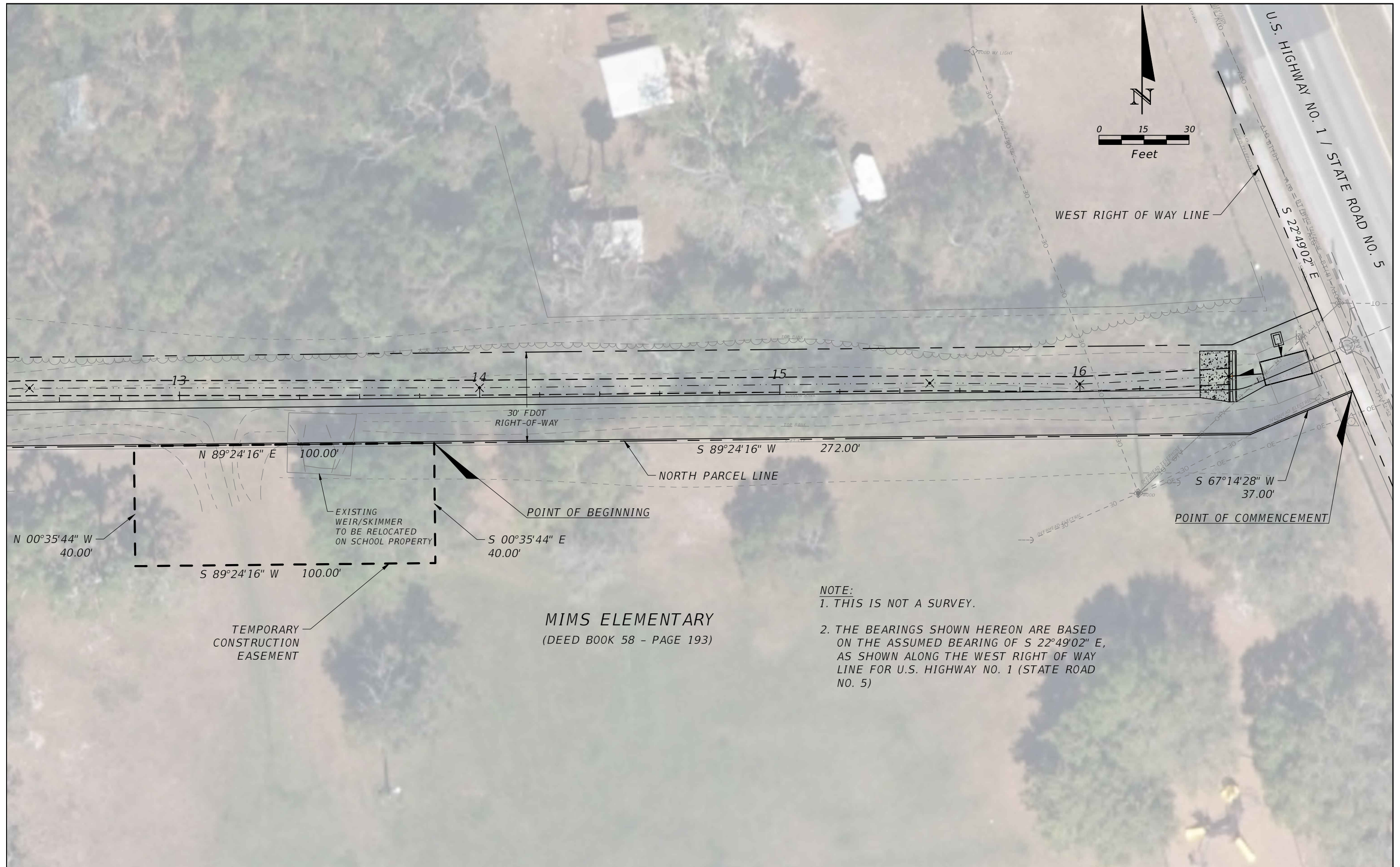
Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by _____, as _____ of the SCHOOL BOARD OF BREVARD COUNTY, FLORIDA, a political subdivision of the state of Florida, on behalf of the School Board. Said person is (check one) personally known to me, produced a driver's license as identification, or produced other identification, to wit: _____.

Print Name: _____
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JILLIAN BERBAKOV, P.E.
P.E. LICENSE NUMBER 86689
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618
CERTIFICATE OF AUTHORIZATION 8230

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
5	BREVARD	429276-1-72-26

**TEMPORARY CONSTRUCTION
EASEMENT EXHIBIT A**

SHEET NO.
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