

Prepared by and return to:
Pinellas County Attorney's Office
Attn: Brendan Mackesey
315 Court Street
Sixth Floor
Clearwater, FL 33756

TEMPORARY INGRESS AND EGRESS EASEMENT

THIS TEMPORARY INGRESS AND EGRESS EASEMENT, hereinafter referred to as this "Easement," made this ____ day of _____, 20____, by and between TEAM SAVAGE, INC., a Florida Corporation, whose post office address is 491 Hammock Drive, Palm Harbor, Florida 34683, hereinafter referred to as "Grantor," and PINELLAS COUNTY, whose post office address is 509 East Avenue South, Clearwater, Florida 33756, a political subdivision of the State of Florida, hereinafter referred to as "Grantee."

WITNESSETH

THAT THE GRANTOR, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Grantee, and the Grantee's successors and assigns, a Temporary Ingress & Egress Easement, over that portion of that certain property which is owned by Grantor, located in Pinellas County, Florida, to wit:

Lands described in legal sketch and description attached hereto as Exhibit A, hereinafter referred to as the "Easement Area."

TO HAVE AND TO HOLD said Easement unto said Grantee, subject to the following conditions:

1. Grantor hereby warrants and covenants that Grantor (a) is the owner of the fee simple title to the Easement Area, and that (b) has full right and lawful authority to grant and convey this Easement to Grantee.

2. Grantor is entitled to quiet enjoyment of the Easement Area to the extent that such quiet enjoyment does not interfere with Grantee's rights set forth herein. Grantor may not install any trees or structures in the Easement Area, other than fencing or other barriers along the Easement Area boundary lines. Additionally, no excavation or activities that may endanger or interfere with vehicles or their drivers utilizing the Easement are allowed.

3. Public vehicular traffic is permitted in the Easement Area during construction of the stormwater pipe along Highland Acres Drive depicted in Exhibit B attached hereto. Grantee may install and maintain any infrastructure it deems necessary in the Easement Area to provide such vehicular access. Grantee, through its contractor, is constructing the stormwater pipe. After construction is complete, Grantee shall promptly record a release of this Easement and provide Grantor with a copy of such release. This Easement does not authorize Grantee to construct the stormwater pipe; such authority is or will be granted through separate legal instruments.

4. Except for those acts reasonably necessary to accomplish the purposes of this Easement, Grantee also covenants not to perform any acts which could foreseeably cause damage to the Easement Area or Grantor's surrounding property. Nothing in this Easement shall be construed as a waiver of Grantee's sovereign immunity or the limitations set forth in Florida Statutes, Section 768.28. Nothing in this Easement shall be construed as consent by Grantor or Grantee to be sued by third parties for any matter arising from this Easement.

IN WITNESS WHEREOF, Grantor has executed this Easement on the day and year first written above.

SIGNED AND DELIVERED
IN THE PRESENCE OF:

WITNESSES:

GRANTOR: TEAM SAVAGE, INC.

Print Name: _____

Print Name _____

Title: _____

Print Name: _____