

Return to:
City Clerk
City of North Port
4970 City Hall Blvd.
North Port, FL 34286

PID _____ *[insert parcel number]*

**TEMPORARY CONSTRUCTION EASEMENT
AND RIGHT OF ENTRY**

This Temporary Construction Easement and Right of Entry (“Easement”) is made by and between _____ *[insert name of ALL property owners]*, (“Grantor”), whose mailing address is _____, *[insert property owners’ address]* and the North Port Road and Drainage District, a dependent special district of the City of North Port, Florida, a municipal corporation of the State of Florida (“Grantee”), whose mailing address is 4970 City Hall Boulevard, North Port, Florida 34286.

WITNESSETH

Grantor, for good and valuable consideration as provided in this Easement, the receipt of which is hereby acknowledged grants to the Grantee, a 10 feet (10’) wide temporary construction easement for the purpose of improving Price Boulevard, constructing and reconstructing driveways, sidewalks and stormwater improvements, including but not limited to removal of obstructions and vegetation, addition or removal of fill, stabilization materials, and structures; constructing a five foot (5’) wide sidewalk within the right-of-way; and reconstructing the improved surface of the private property as necessary for the driveway connection to Price Boulevard and re-sloping and sodding the yard. The Easement is located in, over, and upon the portion of Grantor’s property (“Property”) described below:

[Choose the first that applies and insert the legal description in one format as follows:]

“Lot ____, Block ____, of _____, *[insert subdivision name]* as recorded in the Official Records of Sarasota County, Florida in *[choose one of the following: “Instrument No. ____” OR “Book No. ____, at Page No. ____”]*.”

OR

“Sarasota County Property Appraiser’s Parcel Number PID _____ *[insert parcel number]*.”

OR

“A portion of Section ____, Township ____, Range ____, *[insert information]* in the County of Sarasota, Florida.”

Grantor represents and warrants to Grantee that Grantor owns the property described in this Easement; that Grantor has good, right, and lawful authority to grant this Easement and that Grantor will not take any action to interfere with Grantee's lawful use of this Easement. Grantor’s grant of this Easement is binding on the Grantor’s successors and assigns.

Grantor authorizes the Grantee, its employees, agents, contractors, and subcontractors to enter upon the Property during normal business hours (7:00 a.m. to 5:00 p.m. weekdays), and additionally upon reasonable prior notice to the property owner. Grantor may close the driveway not exceeding eight (8) calendar days, during removal and replacement of the driveway connection.

Grantee will be responsible to obtain all permits and/or permissions from the appropriate regulatory agencies including but not limited to the City of North Port, Florida and shall comply with all applicable local, state, and federal rules and regulations. Grantee agrees that all improvements shall be at the sole cost and expense of Grantee.

Grantee will replace and restore the driveway and lawn impacted by the construction with materials of equal or greater quality and to the condition substantially the same as prior to construction.

This Easement is temporary in nature will terminate upon the completion of Price Boulevard construction as determined by the City and notice filed in the Official Records of Sarasota County, Florida. The termination shall be automatic upon the occurrence of the foregoing event, without further act by, joinder or consent of, or instrument from Grantee.

IN WITNESS WHEREOF, Grantor has executed this instrument on the date set forth below.

[choose template and insert signatures for ALL property owners]

[insert notary acknowledgements ALL the property owners]