

TAB 7

POINT PAPER

CONSIDERATION OF TEMPORARY ACCESS, CONSTRUCTION AND STAGING EASEMENT FOR THE SCHOOL BOARD OF MANATEE COUNTY

BACKGROUND: The School Board of Manatee County (School Board) has expressed an interest in constructing a new Palmetto Elementary School on City property located at the northeast quadrant of the intersection of 10th Street West and 17th Avenue West.

ISSUE: In anticipation of all of the parties entering into the Purchase Agreement between the City, Boys and Girls Club, Just for Girls and the School Board, the School Board has requested a temporary access, construction and staging easement from the City in order to allow the School Board to place a construction trailer and staging area on the proposed Palmetto Elementary School site prior to closing to prepare for construction upon closing. The School Board indicates the staging area is needed prior to closing in order to keep the project on schedule for an anticipated August, 2010 opening. The staging area is to be located on the northern portion of the site under lease to Just for Girls, Inc.

MOTION: I move to approve and authorize the execution of the Temporary Access, Construction and Staging Easement to be granted to the School Board of Manatee County in substantially the form attached hereto.

COST: None

PREPARED BY AND AFTER RECORDING

RETURN TO:

Jerilyn Hattendorf, Esquire
Kirk-Pinkerton, P.A.
1301 6th Avenue West, Suite 401
Bradenton, Florida 34205
(941) 364-2400

_____ [Space Above This Line for Recording Data] _____

**NON-EXCLUSIVE TEMPORARY ACCESS,
CONSTRUCTION & STAGING EASEMENT**

THIS EASEMENT is entered into this ____ day of _____, 2009 by and among **The City of Palmetto**, a Florida municipal corporation (“City” or “Grantor”) for the benefit of **The School Board of Manatee County, Florida, a public body corporate** (“School Board” or “Grantee”).

WITNESSETH, that the GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations paid, the receipt of which is hereby acknowledged, does hereby grant, and deliver unto the Grantee, its successors and assigns, a NON-EXCLUSIVE TEMPORARY ACCESS, CONSTRUCTION AND STAGING EASEMENT for in over and upon the following described land of the GRANTOR, as depicted on **Exhibit "A"**, attached hereto (the "Easement Property") for use as the purpose of right of a construction staging area for storing a construction trailer, certain construction materials and the right of ingress and egress to the Easement Property.

It is understood and agreed by the parties hereto that the rights granted herein shall terminate after the completion of a new elementary school by Grantee upon property located immediately adjacent to the Easement Property. Upon termination, GRANTEE hereby agrees to restore the land to substantially the same condition that existed immediately prior to the date of said easement.

GRANTOR covenants with the GRANTEE that the GRANTOR is lawfully seized of said land in fee simple; that GRANTOR has good right and lawful authority to grant this easement and shall take no action to interfere with the GRANTEE'S lawful use of said easement; that the GRANTOR hereby fully warrants the easement being granted and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused this Easement to be executed as of the day and year first above written.

ATTEST: James R. Freeman
City Clerk

CITY OF PALMETTO, FLORIDA
BY AND THROUGH THE CITY
COMMISSION OF THE CITY OF
PALMETTO

By: _____
James Freeman, City Clerk

By: _____
Shirley G. Bryant, Mayor

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by Shirley G. Bryant, Mayor of the City of Palmetto, a municipal corporation of the State of Florida, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC Signature

(SEAL)

CONSENT OF TENANT

The undersigned being the tenant under that certain Lease dated May 21, 1990 between the City of Palmetto, a Municipal Corporation and Manatee County Girls Club, Inc., a Florida not-for-profit corporation d/b/a Just for Girls ("Just for Girls") (collectively the "Lease"), hereby consents to the Easement to which this Joinder and Consent is attached and notwithstanding any terms in the Lease contrary to the Easement agrees that the Lease is hereby made subject to and subordinate to the operation of the Easement.

**Signed, sealed and delivered
in the presence of:**

MANATEE COUNTY GIRLS CLUB, INC.,
a Florida not-for-profit corporation d/b/a Just
for Girls

Signature

Print Name

By: _____
Name: _____
Title: _____

Signature

Print Name

Date Executed: _____, 2009

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2009, by _____, as _____ of MANATEE COUNTY GIRLS CLUB, INC., a Florida not-for-profit corporation d/b/a Just for Girls, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

*

(*Print Name of Witness)
Notary Public - State of _____
My Commission Expires: _____
My Commission Number: _____

EXHIBIT "A"
EASEMENT PROPERTY

Temporary Construction and Staging Easement locations to be located upon a portion of the following premises (which are more particularly described on the attached sketch):

DESCRIPTION

A PORTION OF BLOCK 4 AND BLOCK 7, RE-PLAT OF JACKSON FACTORY SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 317, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, TOGETHER WITH THAT PORTION OF THE VACATED ALLEY, VACATED BY RESOLUTION 90-11, RECORDED IN OFFICIAL RECORDS BOOK 1298, PAGE 1977, AND IN OFFICIAL RECORDS BOOK 1569, PAGE 3457, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING DESCRIBED PARCEL BOUNDARY:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 8, BLOCK 6, RE-PLAT OF JACKSON FACTORY SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 317, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF 17TH AVENUE WEST AND THE NORTH RIGHT-OF-WAY LINE OF 10TH STREET WEST; THENCE S89°55'39"E, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 637.10 FEET FOR A **POINT OF BEGINNING**; THENCE CONTINUE S89°55'39"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 166.00 FEET; THENCE N00°11'21"W, 350.00 FEET; THENCE N89°55'39"W, 166.00 FEET; THENCE S00°11'21"E, 350.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE ALL LYING AND BEING IN SECTION 15, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 58,101 SQUARE FEET OR 1.33 ACRES. MORE OR LESS.

ROTHMAN
 ARCHITECTS, P.A.
 1000 N. W. 10th Street
 Fort Lauderdale, FL 33304
 Phone: (954) 561-1100
 Fax: (954) 561-1101

CONTRACT NO.
DATE
SCALE
PROJECT NO.

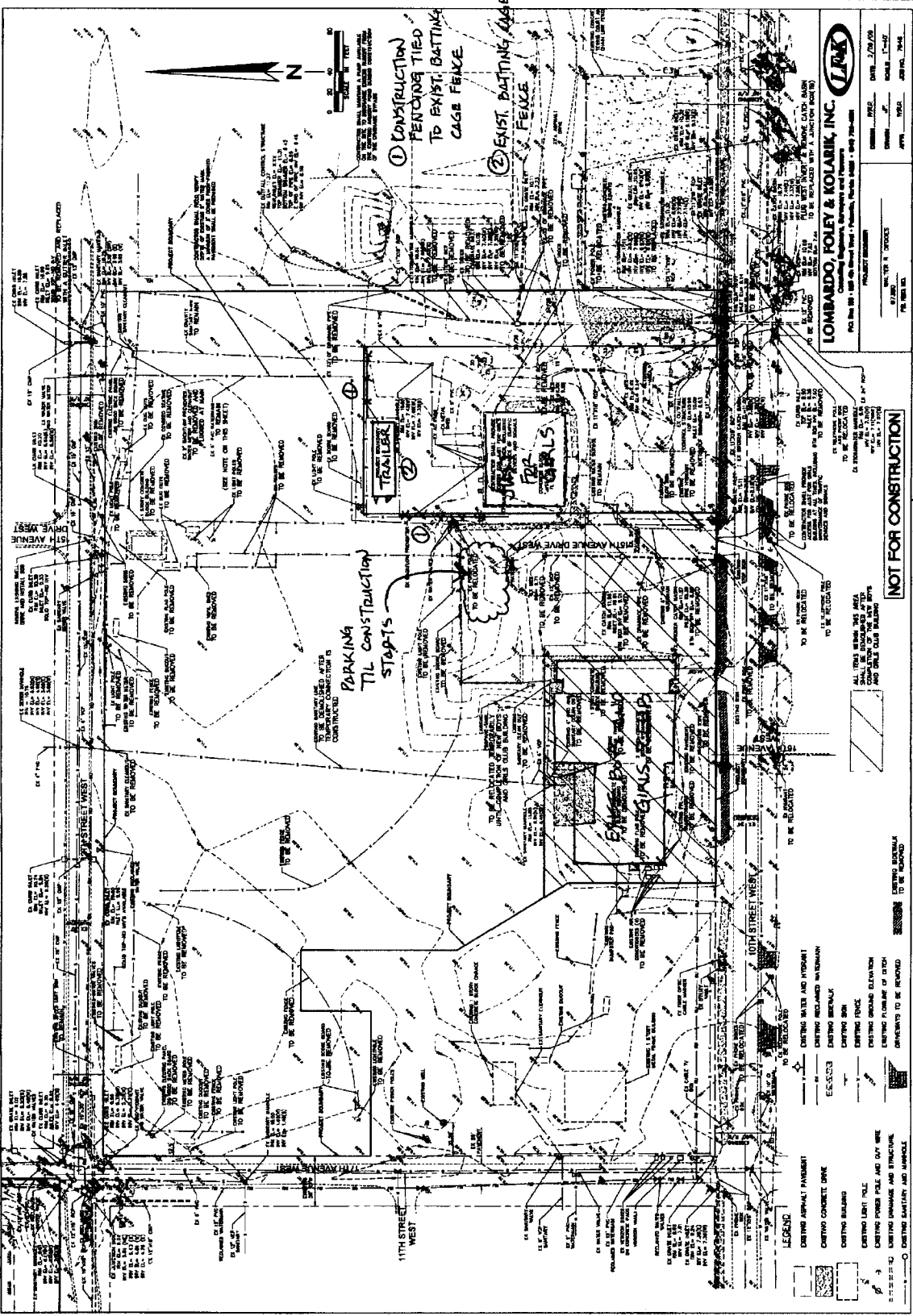


PALMETTO ELEMENTARY SCHOOL
 PALMETTO, FLORIDA
 PALMETTO COUNTY SCHOOLS

DATE
SCALE
PROJECT NO.

DATE
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PROJECT NO.

DATE
SCALE
PROJECT NO.



LOMBARDO, FOLEY & KOLARIK, INC.
 CONSULTING ENGINEERS, ARCHITECTS AND PLANNERS
 1000 N. W. 10th Street, Fort Lauderdale, Florida 33304 • Phone 754-561-1100
 Fax 754-561-1101

DATE: 2/28/09
SCALE: AS SHOWN
PROJECT NO.: 09-001

NOT FOR CONSTRUCTION

5/20/09 CONSTRUCTION TRAILER LOCATION