

This instrument prepared by:
Pasco County Attorney's Office
7530 Little Road, Suite 340
New Port Richey, FL 34654

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE is made this _____ day of July, 2010, between PASCO COUNTY, a political subdivision of the State of Florida, whose address is Historic Pasco County Courthouse, 37918 Meridian Avenue, Dade City, Florida 33525 ("Grantor"), and CRP II – Tarpon Springs, LLC, a limited liability company, existing under the laws of the State of Florida, having its principal place of business at 102 West Whiting Street, Suite 600, Tampa, Florida ("Grantee").

WHEREAS Grantee desires to secure a temporary construction easement in real property owned by Grantor for mitigation activities, pursuant to a separate Agreement, which is not attached hereto; and

WHEREAS Grantor has agreed to convey said interest in said real property to Grantee;

WITNESSETH, that Grantor for good and valuable consideration by Grantee, the receipt whereof is hereby acknowledged and by these presents does remise, release, and quit claim unto Grantee a temporary construction easement ("Easement") over and across the following described real property:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF

Subject to the additional terms described in Exhibit "B," attached hereto and by reference made a part hereof.

The purpose of this conveyance is to provide a temporary construction area for mitigation activities to be performed by Grantee, and shall be for a period of time from the date this document is executed by Grantor and shall remain in effect for ELEVEN (11) YEARS.

TO HAVE AND TO HOLD the same with all and singular the appurtenances thereunto belonging or in anywise appertaining to the granting of this Easement in law or equity to the only proper use, benefit, and behoof of Grantee.

IN WITNESS WHEREOF, Grantor, Pasco County, has caused this Easement to be duly executed in its name by its Board of County Commissioners acting by the Chairman of said Board, this _____ day of _____, 2010.

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

BY _____
PAULA S. O' NEIL, Ph.D.
Clerk & Comptroller

BY _____
PAT MULIERI, Ed. D.
Chairman

EXHIBIT "B"

ADDITIONAL TERMS

The Temporary Construction Easement ("Easement") shall comply with and be limited to the following terms and conditions:

1. TERM. This Temporary Construction Easement "Easement" shall be for a term of eleven (11) years from the date this Easement is executed by Grantor. This Easement may be extended by mutual written consent of the County Administrator for Grantor, as necessary to complete the activities (construction, maintenance & monitoring) required by the Southwest Florida Water Management District (SWFWMD) permit and the U.S. Army Corps of Engineers (ACOE) permit.
2. PURPOSE. This Easement grants to Grantee the right to access the Property and perform the activities, specifically including the construction, maintenance and monitoring required by the SWFWMD ERP No. 43031945.004 and the ACOE Permit No. SAJ-2009-01024, and, any modifications thereto that are approved by Grantor, until the success criteria are achieved (collectively "the Mitigation Permits").
4. THE RESTORATION PLAN. The activities will be performed pursuant to the Restoration Plan approved by Grantor and described in the Mitigation Permits, at Grantee's sole cost and expense.
5. IMMEDIATE RIGHT OF ACCESS. Grantor grants to Grantee the right to enter onto the Property immediately for the purpose of performing non-destructive testing and other activities that are necessary to apply for and process the Mitigation Permits and approvals.
6. NONEXCLUSIVE. This Easement shall be nonexclusive.
7. NOT ASSIGNABLE. This Easement is not assignable, and Grantee shall not assign, transfer, or encumber any rights, duties or interest accruing from this Agreement without the prior written consent of the Pasco County Administrator, which consent may be withheld for any reason.
8. TERMINATION. This Easement shall terminate upon failure of SWFWMD and ACOE to issue the Mitigation Permits described herein within 365 days of the effective date of this Easement. A notice of termination shall be executed and recorded by the Grantor.
9. INCONSISTENT USES. The Easement shall prohibit any uses that are inconsistent with the Mitigation Permits within the temporary construction easement. Inconsistent uses shall include, but not be limited to: constructing or erecting any new permanent or temporary structures (including, but not limited to, fences, signs, pits, wells, and tanks) within the Easement that are not authorized by the Mitigation Permits; stockpiling or storing materials (including, but not limited to, solid wastes and debris) that are inconsistent with the Mitigation Permits and purposes; parking of vehicles that are not being utilized for the mitigation activities authorized by the Mitigation Permits; and any other uses, activities, or conduct within the Easement which would or could foreseeably present a safety problem.