
TEMPORARY EASEMENT FOR CONSTRUCTION ACCESS

Return original or certified recorded document to:

THIS EASEMENT is given this _____ day of _____, 20____, by _____ (“Grantor”), whose mailing address is _____, to _____ (“Grantee”). As used herein, the term “Grantor” shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the “Property” (as hereinafter defined) and the term “Grantee” shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, Grantor is the fee simple owner of certain lands situated in _____ County, Florida, and more specifically described in Exhibit "A" attached hereto and incorporated herein (the "Property"), which is located at _____ [insert address of permitted or enforcement site]; 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” 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 [insert permit or order no.], all of which Grantee shall be authorized to perform in its sole discretion.

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 Subsection 704.06(10) and 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 Easement shall remain in full force and effect until the requirements of [insert permit or order no.] that relate to the Property are successfully completed (as indicated in writing by Grantee) or within 10 years from the date this Easement is recorded (whichever date is earlier), 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 _____ County, Florida.

IN WITNESS WHEREOF, _____ (“Grantor”) has hereunto set its authorized hand this _____ day of _____, 20____.

 A Florida corporation or _____ (choose one)

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Signed, sealed and delivered in our presence as witnesses:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, the person who subscribed to the foregoing instrument, as the _____ (title), of _____ (corporation), a Florida corporation, or _____ (choose one) and acknowledged that he/she executed the same on behalf of said corporation, or _____ (choose one) and the he/she was duly authorized to do so. He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____