

THIS INSTRUMENT PREPARED BY:
NEYSA BORKERT, ESQUIRE
DEPUTY COUNTY ATTORNEY
1101 EAST 1ST STREET
SANFORD, FL 32771
(407) 665-7273

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (“Easement”) is made and entered into this _____ day of _____, 2025, between SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this instrument referred to as “GRANTOR,” and CITY OF SANFORD, FLORIDA, a municipal corporation created and existing under the laws of the State of Florida (“Sanford”), whose address is 300 North Park Avenue, Sanford, Florida 32771, in this instrument referred to as “GRANTEE.”

WITNESSETH:

GRANTOR, for and in consideration of the sum of TEN NO/100 DOLLARS (\$10.00), and other valuable consideration, the receipt and sufficiency of which are acknowledged, hereby executes this temporary construction easement and grants permission to GRANTEE, to be exercised during the period of construction of GRANTEE’s Fire Station #40 Project (“Fire Station Project”), to enter upon the following described lands:

See attached Exhibit “A” for legal description and sketch (the “Easement Property”).

Parent Parcel ID No: 03-20-31-5AY-0000-0190

THIS TEMPORARY CONSTRUCTION EASEMENT is for the purpose of allowing construction by GRANTEE of the Fire Station Project, specifically, installation of drainage improvements on the property adjacent to the north of the Easement Property.

THIS EASEMENT is granted upon the following conditions:

- 1) No storage of construction material is allowed on the Easement Property or adjacent to the Easement Property.
- 2) The gate allowing access to the Easement Property is required to remain locked while active construction is not occurring.

- 3) GRANTEE is responsible for any and all damage and repairs to the Easement Property caused by GRANTEE or GRANTEE's contractors, subcontractors, invitees, employees or assigns.
- 4) Existing improvements on the Easement Property will not be altered or impeded by GRANTEE in any way.
- 5) Upon completion of the Fire Station Project, GRANTEE shall restore the Easement Property to the condition that it existed prior to the date of this Easement.

THIS EASEMENT will expire upon completion of the Fire Station Project, but not later than six (6) months from the date of full execution of this Easement.

GRANTOR covenants that GRANTOR is lawfully seized and possessed of the Easement Property and has the right to convey this Easement. GRANTOR agrees to further assure GRANTEE if necessary.

IN WITNESS WHEREOF, GRANTOR has hereunto set GRANTOR's hand and seal the day and year first above written.

[The remainder of this page is intentionally left blank]

ATTEST:

SEMINOLE COUNTY BOARD OF
COUNTY COMMISSIONERS

Witness

Jay Zembower, Chairman

Print Name

Date

Witness

Print Name

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization, this _____ day of _____, 2025, by Jay Zembower, Chairman of the
Seminole County Board of County Commissioners, ☐ who is personally known to me or ☐ who has
produced _____ as identification.

[NOTARY SEAL]

NOTARY PUBLIC

Print Name

Notary Public in and for the County
and State Aforementioned

My commission expires:

ATTEST:

CITY OF SANFORD, FLORIDA



Witness

CHRIS SMITH

Print Name



Witness

Pamela Robinson

Print Name



Name and Title: Mr. Norton N. Bonaparte
City Manager

Date

10/15/25

STATE OF Florida)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15th day of October, 2025, by Christopher Smith
who is personally known to me or who has produced
as identification.





NOTARY PUBLIC

Print Name Tracy Houchin

Notary Public in and for the County
and State Aforementioned

My commission expires: 9/3/2029

Attachment:

Exhibit "A"- Legal Description and Sketch of Easement Property