

**TERMS AND CONDITIONS OF SETTLEMENT
BETWEEN
SARASOTA COUNTY AND PROPERTY OWNER(S)**

The School Board of Sarasota County, (**hereinafter referred to as "Seller"**), owner(s) of the property located at 2350 Dr. Martin Luther King Jr. Way, Sarasota, Florida 34234 (P.I.D. No. 0043-03-0004), for and in consideration of the negotiated settlement amount of **\$13,043.00** hereby agree(s) to convey the following parcels, further described below, to Sarasota County, a political subdivision of the State of Florida (**hereinafter referred to as "County"**):

See Exhibit "A" attached hereto and made part hereof.

Seller acknowledges this figure represents full and complete compensation for the interests described above, including but not limited to land, paving, sod, landscaping, any other improvements, severance damages, cost to cure, business damages, all other damages of any kind, attorney's fees and costs.

After County has received the executed non-exclusive Permanent Drainage Easements, this agreement will be forwarded to the Office of the County Attorney for review. Upon approval, a check in the amount of **\$13,043.00**, made payable to The School Board of Sarasota County, will then be issued.

All documents will be held in escrow until the check has been issued. This agreement shall be null and void if Seller transfers ownership of the aforementioned property to any party other than County before the executed documents have/have been recorded and payment has been delivered to Seller.

IN WITNESS WHEREOF, the parties have executed this contract this _____ day of _____, 200_.

"Seller"

Signed and Sealed in the presence of two witnesses

The School Board of Sarasota County, Florida


First Witness
Print Name: _____

By: _____
Print Name: **Caroline Zucker**
As Chairman

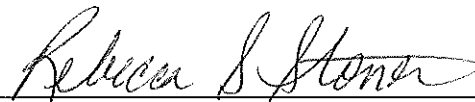
Second Witness
Print Name: _____

"County"

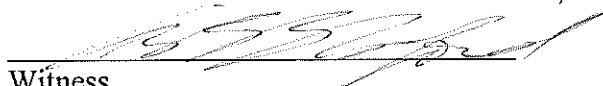
SARASOTA COUNTY, a political
Subdivision of the State of Florida



Witness
Print Name: John Sutherland

By: 


Print Name: **Rebecca S. Stoner**
As: Right-of-Way Agent,
Capital Management Services



Witness
Print Name: A.M. Blackford

APPROVED FOR LEGAL CONTENT
Date: 12-17-08

ATTORNEYS FOR THE SCHOOL BOARD
OF SARASOTA COUNTY

By: 

Jeffrey A. Grebe, Esq.
Williams, Parker, Harrison, Dietz & Getzen
200 S. Orange Avenue
Sarasota, FL 34236

JOINDER AND CONSENT

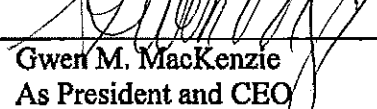
Sarasota County Public Hospital Board, being the holder of a leasehold interest in the property that will be made subject to the Drainage Easements contemplated by the Terms and Conditions of Settlement Agreement between Sarasota County and the School Board of Sarasota County, hereby consents to and joins in the foregoing Settlement Agreement.

Signed and Sealed in the presence of
two witnesses:




First Witness **DAVID R. HOCKER**
Print Name: Notary Public, State of Florida
My Comm. Expires Jan. 5, 2012
No. DD742568

**SARASOTA COUNTY PUBLIC HOSPITAL
BOARD**

By: 
Gwen M. MacKenzie
As President and CEO

Second Witness
Print Name _____

REVIEWED BY LEGAL
COUNSEL & APPROVED
FOR SIGNATURE *JTK*

Reviewed By 
Lisa Totten, Compliance Officer
and Approved for Signature

938168

EXHIBIT "A"

TO THE TERMS AND CONDITIONS OF SETTLEMENT BETWEEN SARASOTA
COUNTY AND THE SCHOOL BOARD OF SARASOTA COUNTY.

List of attachments:

1. 20' Drainage Easement (Parcel 904.01-A).
2. 12' Drainage Easement (Parcel 90.01-B).
3. 13' Drainage Easement (Parcel 904.01-C).

This Document Prepared by and Return to:
Rebecca S. Stoner
Sarasota County Government
Public Works/Real Property
1301 Cattlemen Road, Building C
Sarasota, FL 34232
941-861-6868

Sec/Twp/Rng 03/37S/18E
PID #0071-02-0027
Parcel 904.01-A
Project # 85783

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT, made this ____ day of _____, 200_, by and between **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**, a body corporate under the laws of the State of Florida, whose mailing address is 1960 Landings Blvd., Sarasota, FL 34231, hereinafter referred to as Grantor, and Sarasota County, a political subdivision of the State of Florida, whose mailing address is P.O. Box 8, Sarasota, FL 34230, hereinafter referred to as 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 nonexclusive Permanent Drainage Easement for the purpose of constructing, reconstructing, excavating, maintaining and repairing open and closed storm water drainage facilities, embankments, modifying elevations, excavating and/or adding fill material, grading and appurtenances; in, over and upon the following described land of the Grantor, to wit:

See Exhibit "A" attached hereto and made a part hereof.

RESERVING unto Grantor, however, all right, title, interest and privilege and the full enjoyment of the property and the uses thereof for all purposes not inconsistent with the use hereinabove specified.

This easement is granted by Grantor subject to the following covenants and conditions which Grantee, by its acceptance and recordation of this instrument, covenants and agrees to perform:

1. To exercise due care in the use of the easement.
2. To cause no unnecessary or unreasonable obstruction or interruption of travel over or upon the property.
3. To limit the use of such easement to the purposes provided for herein.
4. To use the easement granted so as to prevent the creation of any obstruction or condition which is or may become dangerous to Grantor, its guests, employees, invitees, licensees, or the public in general.

5. To use diligence in making excavations or other repairs and, after the completion of any construction or maintenance, to restore the property to its former condition, including, but not limited to, returning the ground to the original grade, returning any pavement removed or damaged to its prior composition and condition, and replacing any grass or ground cover disturbed by such work.

6. To perform all maintenance and repair work as expeditiously and with as little disruption as possible to the land and improvements and activities thereon of Grantor, its successors and assigns.

7. To indemnify and hold Grantor harmless from any and all claims for the payment of any compensation or damages resulting from the use by Grantee of the easement, to the extent permitted by law; provided, however, that this indemnification shall not extend to any portion of any compensation or damages caused by either the sole or contributory negligence of Grantor.

8. To use the easement with due consideration for the rights of the property owners and other easement holders, it being understood that this easement is a nonexclusive easement.

The provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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 instrument to be executed in its name by its duly authorized officers, the day and year first above written.

Witnesses:

**THE SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA**

Signature of Witness

By: _____

CAROLINE ZUCKER
As Chairman

Print Name of Witness

Signature of Witness

Print Name of Witness

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this ____ day of _____, 200_, by Caroline Zucker, as Chairman, of THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, on behalf of the School Board. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Signature of Notary Public

Print Name

My Commission Expires: _____

APPROVED FOR LEGAL CONTENT

Date: 12-17-08

ATTORNEYS FOR THE SCHOOL BOARD
OF SARASOTA COUNTY

By: _____

Jeffrey A. Grebe, Esq.

Williams, Parker, Harrison, Dietz & Getzen

200 S. Orange Avenue

Sarasota, FL 34236

EXHIBIT "A"

ABBREVIATION LEGEND

R/W = RIGHT-OF-WAY
 R.P.B. = ROAD PLAT BOOK
 P.B. = PLAT BOOK
 PG. = PAGE
 SEC. = SECTION
 TWP. = TOWNSHIP
 RNG. = RANGE
 N.T.S. = NOT TO SCALE
 NO. = NUMBER
 POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT
 O.R.B. = OFFICIAL RECORDS BOOK
 P.I.D. = PROPERTY IDENTIFICATION

That part of those Lots 1 through 8, Block G, NEW HARLEM SUBDIVISION, recorded in Plat Book 4, page 54 of the Public Records of Sarasota County, Florida, being vacated by Official Records Book 2288, Page 1749 of said Public Records and being more particularly described as follows:

Begin at the Northwest corner of Lot 1, Block "G", New Harlem Subdivision; thence run South 89°59'11" East along the North line of said Lot 1 for a distance of 20.00 feet; thence run South 00°23'01" West for a distance of 389.49 feet; thence run North 89°59'11" West for a distance of 20.00 feet to the intersection with the East Right-of-Way line of Colson Avenue according to said plat of New Harlem Subdivision; thence run North 00°23'01" East along said Right-of-Way line for a distance of 389.49 feet to the Point of Beginning.

Containing 7789.8 square feet, more or less.

Subject to a 10 foot wide Florida Power and Light Easement according to Official Records Book 2291, Page 398 of the Public Records of Sarasota County, Florida. The square footage of the Florida Power and Light Easement lying within the parcel to be acquired is 200.3 square feet, more or less.

DR. MARTIN LUTHER KING JR WAY

(27TH STREET PER PLAT)

POINT OF BEGINNING
 NORTHWEST CORNER OF LOT 1
 BLOCK G, NEW HARLEM SUBDIVISION

PERMANENT DRAINAGE EASEMENT

RIGHT-OF-WAY PER PLAT BOOK 4, PAGE 54

SIDWALK EASEMENT PER O.R.I. 2000069026

LOT 1

LOT 2

LOT 3

EMMA E. BOOKER ELEMENTARY
 P.I.D. NO. 0043-03-0004

LOT 4 NEW HARLEM
 PLAT BOOK 4, PAGE 54
 VACATED PER O.R. 2288/1749

LOT 5 BLOCK "G"

LOT 6

LOT 7
 10' FOOT WIDE FPL EASEMENT PER O.R.B. 2291, PG. 398

LOT 8

LOT 9

COLSON AVENUE

RIGHT-OF-WAY PER PLAT BOOK 4, PAGE 54

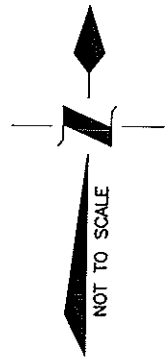
S 89°59'11"E
 20.00'

N 00°23'01"E

N 00°23'01"E
 389.49'

S 00°23'01"W
 389.49'

N 89°59'11"W
 20.00'

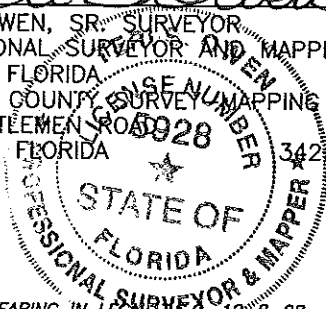


SURVEYOR'S NOTES

1. SUBJECT TO EASEMENTS OF RECORD.
2. THIS DRAWING IS A DESCRIPTION SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY OF THE PARCEL DESCRIBED.
3. BEARINGS SHOWN HEREON ARE BASED ON ASSUMED DATUM, THE CENTERLINE OF COLSON AVENUE, BEING N 00°23'01"E.

12-8-08
 DATE

TERI S. OWEN, SR. SURVEYOR
 PROFESSIONAL SURVEYOR AND MAPPER NO. 5928
 STATE OF FLORIDA
 SARASOTA COUNTY SURVEYING
 1301 CATTLEMAN ROAD
 SARASOTA, FLORIDA 34232-9631



PERMANENT DRAINAGE EASEMENT COLSON AVENUE

PARCEL NO. 904.01-A	DRAWN	J.M.	DATE	9-17-08	SCALE	N.T.S.
PARCEL = 7789.8 Square Feet ±	CHECKED	T.O.	DATE	9-17-08	JOB NO.	

REVISIONS:
 CORRECTED BEARING IN LEGAL DESCRIPTION 12-8-08

This Document Prepared by and Return to:
Rebecca S. Stoner
Sarasota County Government
Public Works/Real Property
1301 Cattlemen Road, Building C
Sarasota, FL 34232
941-861-6868

Sec/Twp/Rng 03/37S/18E
PID #0071-02-0027
Parcel 904.01-B
Project # 85783

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT, made this ____ day of _____, 200_, by and between **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**, a body corporate under the laws of the State of Florida, whose mailing address is 1960 Landings Blvd., Sarasota, FL 34231, hereinafter referred to as Grantor, and Sarasota County, a political subdivision of the State of Florida, whose mailing address is P.O. Box 8, Sarasota, FL 34230, hereinafter referred to as 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 nonexclusive Permanent Drainage Easement for the purpose of constructing, reconstructing, excavating, maintaining and repairing open and closed storm water drainage facilities, embankments, modifying elevations, excavating and/or adding fill material, grading and appurtenances; in, over and upon the following described land of the Grantor, to wit:

See Exhibit "A" attached hereto and made a part hereof.

RESERVING unto Grantor, however, all right, title, interest and privilege and the full enjoyment of the property and the uses thereof for all purposes not inconsistent with the use hereinabove specified.

This easement is granted by Grantor subject to the following covenants and conditions which Grantee, by its acceptance and recordation of this instrument, covenants and agrees to perform:

1. To exercise due care in the use of the easement.
2. To cause no unnecessary or unreasonable obstruction or interruption of travel over or upon the property.
3. To limit the use of such easement to the purposes provided for herein.
4. To use the easement granted so as to prevent the creation of any obstruction or condition which is or may become dangerous to Grantor, its guests, employees, invitees, licensees, or the public in general.

5. To use diligence in making excavations or other repairs and, after the completion of any construction or maintenance, to restore the property to its former condition, including, but not limited to, returning the ground to the original grade, returning any pavement removed or damaged to its prior composition and condition, and replacing any grass or ground cover disturbed by such work.

6. To perform all maintenance and repair work as expeditiously and with as little disruption as possible to the land and improvements and activities thereon of Grantor, its successors and assigns.

7. To indemnify and hold Grantor harmless from any and all claims for the payment of any compensation or damages resulting from the use by Grantee of the easement, to the extent permitted by law; provided, however, that this indemnification shall not extend to any portion of any compensation or damages caused by either the sole or contributory negligence of Grantor.

8. To use the easement with due consideration for the rights of the property owners and other easement holders, it being understood that this easement is a nonexclusive easement.

The provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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 instrument to be executed in its name by its duly authorized officers, the day and year first above written.

Witnesses:

**THE SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA**

Signature of Witness

By: _____

CAROLINE ZUCKER

As Chairman

Print Name of Witness

Signature of Witness

Print Name of Witness

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this ____ day of _____, 200_, by Caroline Zucker, as Chairman, of THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, on behalf of the School Board. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Signature of Notary Public

Print Name

My Commission Expires: _____

APPROVED FOR LEGAL CONTENT

Date: 12-17-08

ATTORNEYS FOR THE SCHOOL BOARD
OF SARASOTA COUNTY

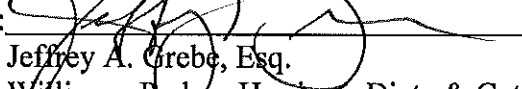
By: 
Jeffrey A. Grebe, Esq.
Williams, Parker, Harrison, Dietz & Getzen
200 S. Orange Avenue
Sarasota, FL 34236

EXHIBIT "A"

DR. MARTIN LUTHER KING JR WAY
(27TH STREET PER PLAT)

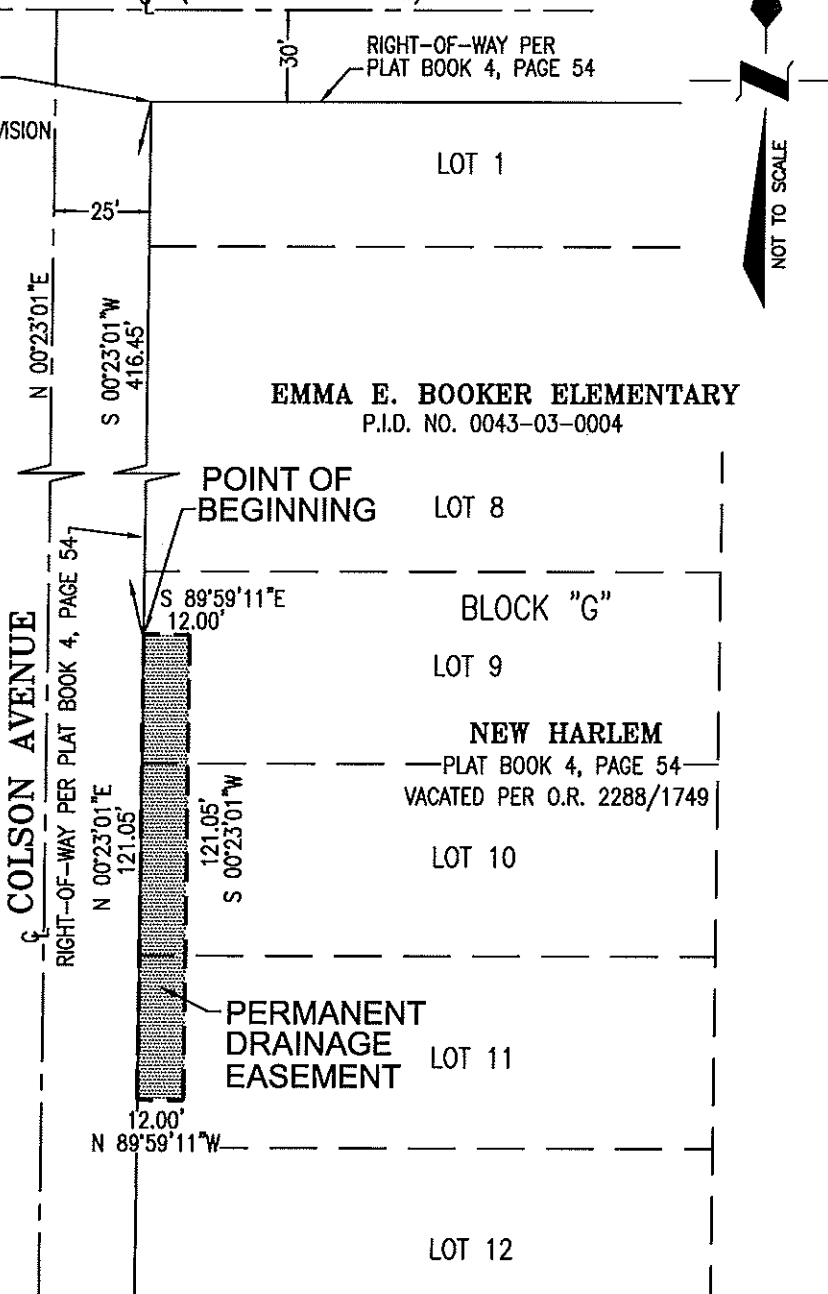
ABBREVIATION LEGEND

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- P.I.D. = PROPERTY IDENTIFICATION

That part of those Lots 9 through 11, Block G, NEW HARLEM SUBDIVISION, recorded in Plat Book 4, page 54 of the Public Records of Sarasota County, Florida, being vacated by Official Records Book 2288, Page 1749 of said Public Records and being more particularly described as follows:

Commence at the Northwest corner of Lot 1, Block "G", New Harlem Subdivision; thence run South 00°23'01"West along the East Right-of-Way line of Colson Avenue according to said plat of New Harlem Subdivision for a distance of 416.45 feet to the POINT OF BEGINNING; thence run South 89°59'11"East for a distance of 12.00 feet; thence run South 00°23'01"West for a distance of 121.05 feet; thence run North 89°59'11"West for a distance of 12.00 feet to the East Right-of-Way line of Colson Avenue according to said plat of New Harlem Subdivision; thence run North 00°23'01"East along said East Right-of-Way line of Colson Avenue according to said plat of New Harlem Subdivision for a distance of 121.05 feet to the Point of Beginning.

Containing 1452.6 square feet, more or less.



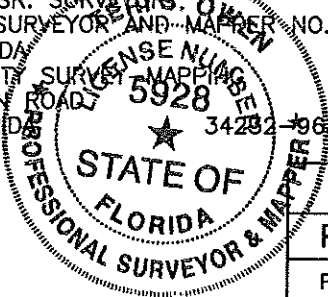
EMMA E. BOOKER ELEMENTARY
P.I.D. NO. 0043-03-0004

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3. BEARINGS SHOWN HEREON ARE BASED ON ASSUMED DATUM, THE CENTERLINE OF COLSON AVENUE, BEING N 00°23'01"E.

9/19/08
DATE

TERI S. OWEN, SR. SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER NO. 5928
STATE OF FLORIDA
SARASOTA COUNTY SURVEY MAPPING
1301 CATTLEMAN ROAD
SARASOTA, FLORIDA 34232-9631



PERMANENT DRAINAGE EASEMENT
COLSON AVENUE

PARCEL NO. 904.01-B	DRAWN	J.M.	DATE	9-17-08	SCALE N.T.S.
PARCEL = 1452.6 Square Feet ±	CHECKED	T.O.	DATE	9-17-08	JOB NO.

This Document Prepared by and Return to:
Rebecca S. Stoner
Sarasota County Government
Public Works/Real Property
1301 Cattlemen Road, Building C
Sarasota, FL 34232
941-861-6868

Sec/Twp/Rng 03/37S/18E
PID #0071-02-0027
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IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name by its duly authorized officers, the day and year first above written.

Witnesses:

**THE SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA**

Signature of Witness

By: _____

CAROLINE ZUCKER
As Chairman

Print Name of Witness

Signature of Witness

Print Name of Witness

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this ____ day of _____, 200_, by Caroline Zucker, as Chairman, of THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, on behalf of the School Board. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Signature of Notary Public

Print Name

My Commission Expires: _____

APPROVED FOR LEGAL CONTENT

Date: 12-17-08

ATTORNEYS FOR THE SCHOOL BOARD
OF SARASOTA COUNTY

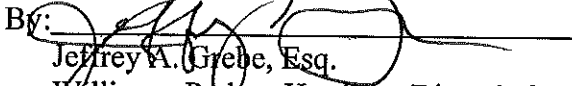
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EXHIBIT "A"

DR. MARTIN LUTHER KING JR WAY

(27TH STREET PER PLAT)

ABBREVIATION LEGEND

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POINT OF COMMENCEMENT
NORTHWEST CORNER OF LOT 1
BLOCK G, NEW HARLEM SUBDIVISION

RIGHT-OF-WAY PER
PLAT BOOK 4, PAGE 54



That part of those Lots 12 and 13, Block G, and that portion of vacated Delano Street, NEW HARLEM SUBDIVISION, recorded in Plat Book 4, Page 54 of the Public Records of Sarasota County, Florida, being vacated by Official Records Book 2288, page 1750 and Official Records Book 958, Page 705 of said Public Records being more particularly described as follows:

Commence at the Northwest corner of Lot 1, Block "G", New Harlem Subdivision; thence run South 00°23'01"West along the East Right-of-Way line of Colson Avenue according to said plat of New Harlem Subdivision for a distance of 564.95 feet to the POINT OF BEGINNING; thence run South 89°59'11"East for a distance of 13.00 feet; thence run South 00°23'01"West for a distance of 104.31 feet; thence run North 89°59'11"West for a distance of 13.00 feet to the East Right-of-Way line of Colson Avenue according to said plat of New Harlem Subdivision; thence run North 00°23'01"East for a distance of 104.31 feet to the Point of Beginning.

Containing 1356.0 square feet, more or less.

COLSON AVENUE

RIGHT-OF-WAY PER PLAT BOOK 4, PAGE 54

PERMANENT DRAINAGE EASEMENT

EMMA E. BOOKER ELEMENTARY
P.I.D. NO. 0043-03-0004

LOT 1

LOT 10

LOT 11

NEW HARLEM

PLAT BOOK 4, PAGE 54
VACATED PER O.R. 2288/1749

LOT 12

BLOCK "G"

LOT 13

24TH STREET (DELANO STREET PER PLAT)
VACATED PER O.R.B. 958, PG. 705

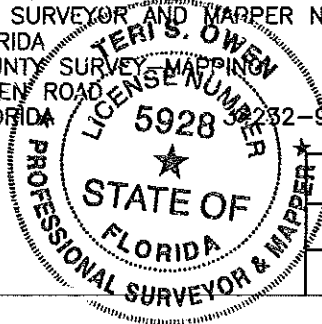
SURVEYOR'S NOTES

1. SUBJECT TO EASEMENTS OF RECORD.
2. THIS DRAWING IS A DESCRIPTION SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY OF THE PARCEL DESCRIBED.
3. BEARINGS SHOWN HEREON ARE BASED ON ASSUMED DATUM, THE CENTERLINE OF COLSON AVENUE, BEING N 00°23'01"E.

Teri S. Owen

9-19-08
DATE

TERI S. OWEN, SR. SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER NO. 5928
STATE OF FLORIDA
SARASOTA COUNTY SURVEY-MAPPING
1301 CATTLEMEN ROAD
SARASOTA, FLORIDA 34232-9631



PERMANENT DRAINAGE EASEMENT

COLSON AVENUE

PARCEL NO. 904.01-C	DRAWN	J.M.	DATE	9-17-08	SCALE N.T.S.
PARCEL = 1356.0 Square Feet ±	CHECKED	T.O.	DATE	9-17-08	JOB NO.

I:\PDSBC\SURVEY\COLSON\COLSON_EASE.DWG