

**EASEMENT AGREEMENT
(SOUTH COUNTY BUS DEPOT)**

THIS EASEMENT AGREEMENT is made this ____day of _____, 2013, by and between The School Board of Sarasota County, Florida, a body corporate under the laws of the State of Florida, hereinafter called Grantor, whose address is 1960 Landings Boulevard, Sarasota, Florida 34231, and the City of North Port, Florida, a municipal corporation of the State of Florida, hereinafter called Grantee, whose mailing address is 4970 City Hall Boulevard, North Port, Florida 34286.

WITNESSETH:

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable considerations, does hereby grant unto Grantee a non-exclusive easement in and over that certain property described in Exhibit "A" attached hereto and made a part hereof located in Sarasota County, Florida, for the purposes of operating, maintaining and repairing the utility lines to be situated on the property described in Exhibit "A" to connect to Parcel 0985-15-0076 currently owned by KSM of North Port LLC, 3535 Bobcat Village Center Road, North Port Florida 34288.

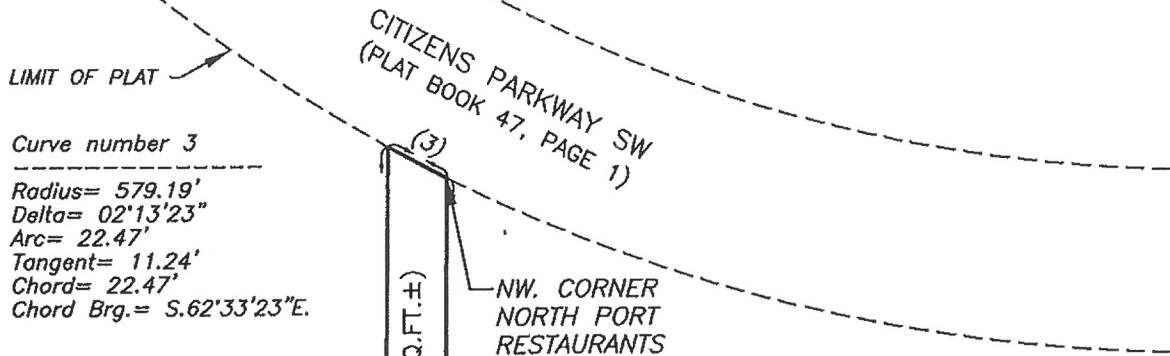
RESERVING UNTO GRANTOR, however all right, title, interest and privilege in the full enjoyment of such property, and the use thereof, for all purposes not inconsistent with the use hereinabove specified.

This Easement is granted by Grantor and accepted by Grantee subject to the following conditions which Grantee 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 same.
3. To limit the use of the easement for the purposes set forth herein.
4. To use the easement hereby 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 public in general, and to use the easement with due regard to the rights of the Grantor.
5. To indemnify and hold Grantor harmless from any and all claims for the payment of any compensation or damages directly resulting from the use by Grantee of the easement granted.



"NOT TO SCALE"



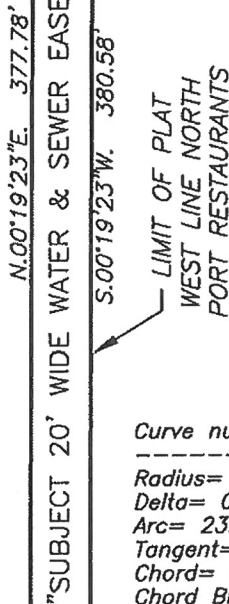
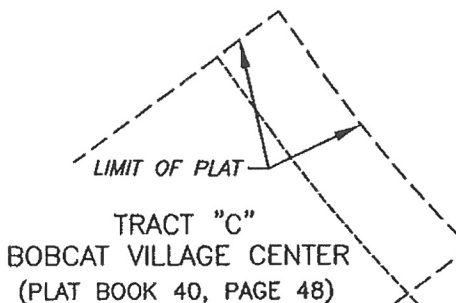
PORTION OF SECTION 25,
TOWNSHIP 39 SOUTH,
RANGE 21 EAST

(FORMERLY PLATTED AS)
(LARGO PRESERVE II)
(PLAT BOOK 47, PAGE 10)
(RECORD PLAT VACATION
INFORMATION NOT AVAILABLE)

NOTE:

BEARINGS ARE BASED ON AN ASSUMED
MERIDIAN. A BEARING OF S.00°19'23"W.
WAS ASSIGNED TO THE NORTH LINE OF
LOT 7, BOBCAT VILLAGE CENTER, PER
RECORD PLAT.

TRACT "A"
NORTH PORT RESTAURANTS
(PLAT BOOK 46, PAGE 47)

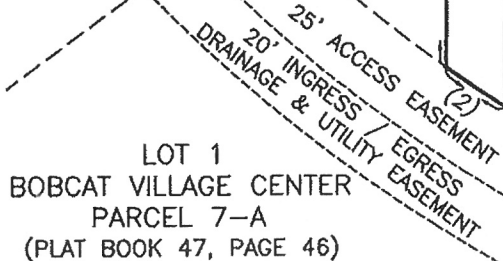


Curve number 2

Radius= 460.00'
Delta= 02°58'28"
Arc= 23.88'
Tangent= 11.94'
Chord= 23.88'
Chord Brg.= N.56°33'43"W.

Curve number 1

Radius= 460.00'
Delta= 31°46'57"
Arc= 255.17'
Tangent= 130.96'
Chord= 251.91'
Chord Brg.= N.73°56'25"W.



"NOT A SURVEY"
SKETCH IS FOR
DESCRIPTION ATTACHED
SEE PAGE 2

LOT 7
BOBCAT VILLAGE CENTER
(PLAT BOOK 40, PAGE 48)

P.O.C.
NE. CORNER
OF LOT 7

WEST R/W LINE TOLEDO BLVD.

PAGE 1 OF 2.

SKETCH & DESCRIPTION OF 20' WIDE
WATER & SEWER EASEMENT CROSSING
A PORTION OF SECTION 25,
TOWNSHIP 39 SOUTH, RANGE 21 EAST
CITY OF NORTH PORT SARASOTA COUNTY, FLORIDA

Van Buskirk/Fish & Associates, Inc.
SURVEYORS • MAPPERS •
DEVELOPMENT CONSULTANTS



12450 Unit C Tamiami Trail • North Port, FL 34287 • (941) 426-0681

DWN.: AKF	DATE: 1-4-2013
CHK'D.: AKF	DATE: 1-4-2013
FIELD BOOK: N/A	PAGE:
PROJECT NO.: 13-1000	

DESCRIPTION OF UTILITY EASEMENT:

A 20 FOOT WIDE EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC WATER AND SEWER LINES, OVER UNDER AND ACROSS A PORTION OF SECTION 25, TOWNSHIP 39 SOUTH, RANGE 21 EAST, SARASOTA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

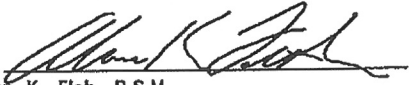
COMMENCING AT THE NORTHEAST CORNER OF LOT 7, BOBCAT VILLAGE CENTER, PER PLAT THEREOF RECORDED IN PLAT BOOK 40, PAGE 48, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N.89°49'54"W. ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 200.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 460.00 FEET, A CENTRAL ANGLE OF 31°46'57", A CHORD BEARING OF N.73°56'25"W. AND A CHORD LENGTH OF 251.91 FEET; THENCE ALONG THE ARC OF SAID CURVE, THE NORTHERLY LINE OF SAID LOT 7, AND THE NORTHERLY LINE OF BOBCAT VILLAGE CENTER PARCEL 7-A, PER PLAT THEREOF RECORDED IN PLAT BOOK 47, PAGE 46, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, A DISTANCE OF 255.17 FEET TO THE "POINT OF BEGINNING" OF THE EASEMENT, ON THE ARC OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 460.00 FEET, A CENTRAL ANGLE OF 02°58'28", A CHORD BEARING OF N.56°33'43"W. AND A CHORD DISTANCE OF 23.88 FEET; THENCE CONTINUING ALONG THE ARC OF SAID CURVE AND THE NORTHERLY LINE OF SAID PARCEL 7-A, A DISTANCE OF 23.88 FEET; THENCE N.00°19'23"E., A DISTANCE OF 377.78 FEET TO A POINT ON THE SOUTHERLY LINE OF CITIZENS PARKWAY SW, PER PLAT THEREOF RECORDED IN PLAT BOOK 47, PAGE 1, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE ARC OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 579.19 FEET, A CENTRAL ANGLE OF 02°13'23", A CHORD BEARING OF S.62°33'23"E. AND A CHORD LENGTH OF 22.47 FEET; THENCE ALONG THE ARC OF SAID CURVE AND THE SOUTHERLY LINE OF SAID CITIZENS PARKWAY SW, A DISTANCE OF 22.47 FEET TO THE NORTHWEST CORNER OF TRACT "A", NORTH PORT RESTAURANTS, PER PLAT THEREOF RECORDED IN PLAT BOOK 46, PAGE 47, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S.00°19'23"W. ALONG THE WEST LINE OF SAID NORTH PORT RESTAURANTS, A DISTANCE OF 380.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,585 SQUARE FEET, MORE OR LESS.

CERTIFICATE

I, hereby certify that this Sketch and the Description contained herein were prepared under my supervision in conformance with Chapter 5J-17, F.A.C. pursuant to Section 472.027, F.S.

Van Buskirk / Fish & Associates, Inc., LB#3739

By: 
 Alan K. Fish, P.S.M.
 Registered Professional Surveyor & Mapper
 Florida Certificate No. 3941

Date Prepared: JANUARY 7, 2013

"Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper."

PAGE 2 OF 2.

REVISIONS:

FOR: CITY OF NORTH PORT, FLORIDA

SKETCH & DESCRIPTION OF 20' WIDE WATER & SEWER EASEMENT CROSSING A PORTION OF SECTION 25, TOWNSHIP 39 SOUTH, RANGE 21 EAST CITY OF NORTH PORT SARASOTA COUNTY, FLORIDA	Van Buskirk/Fish & Associates, Inc. SURVEYORS • MAPPERS • DEVELOPMENT CONSULTANTS 		DWN.: AKF DATE: 1-4-2013
			CHK'D.: AKF DATE: 1-4-2013
			FIELD BOOK: N/A PAGE:
			PROJECT NO.: 13-1000
12450 Unit C Tamiami Trill • North Port, FL 34287 • (941) 426-0681			

6. Grantee understands this easement is a non-exclusive easement and agrees to use the same with due consideration of the rights of Grantor, the general public, and other easement holders.

This Easement shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its undersigned duly authorized officers the day and year first above written.

Witnesses:

THE SCHOOL BOARD OF SARASOTA COUNTY,
FLORIDA

Signature of Witness

BY: _____
Jane Goodwin, Chair

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 _____, 2013, by Jane Goodwin, Chair of The school Board of Sarasota County, Florida, on behalf of the School Board, who is personally known to me and who did take an oath.

(Notary Seal)

Signature of Notary Public

Print Name of Notary Public

Prepared by:
Martin Garcia, Esq.
Matthews Eastmoore
Suite 500, 1777 Main Street
Sarasota, Florida 34236

Return to:
Sue Bouffard, Project Manager
Construction Services, School Board
7895 Fruitville Road
Sarasota, Florida 34240