

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 100.04
Project # 85783

SIDEWALK EASEMENT

THIS SIDEWALK EASEMENT, made this ____ day of _____, 2008, 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 Sidewalk Easement for the purpose of constructing, installing, removing, replacing and maintaining a sidewalk for use by the general public with the right to reconstruct and improve said sidewalk and the right of ingress and egress; in, over and upon the following described land of the Grantor, to wit:

See Exhibit "A" attached hereto and made a part hereof. The Easement property is legally described on Sheet 1 of Exhibit "A" and generally depicted on Sheet 2 of Exhibit "A."

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: _____

DR. KATHY KLEINLEIN
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 _____, 2008, by DR. KATHY KLEINLEIN, 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: May 29, 2008

ATTORNEYS FOR THE SCHOOL BOARD
OF SARASOTA COUNTY, FLORIDA

By: _____

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



PARCEL No.: 100.04
6390± SQ. FT.

DESCRIPTION

THE NORTH 10 FEET OF A PORTION OF TRACT 5, BLOCK 4 BEE RIDGE FARMS, SECTION 3 TOWNSHIP 37 SOUTH, RANGE 18 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "A", PAGE 40 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON PIPE FOUND AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 3 THENCE SOUTH 00°01'33" WEST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3 A DISTANCE OF 292.49 FEET; THENCE EAST, PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3 A DISTANCE OF 24.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAWYER ROAD (48 FEET WIDE); THENCE CONTINUE NORTH 00°01'33" EAST, PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3 A DISTANCE OF 257.99 FEET; THENCE NORTH 61°52'39" EAST A DISTANCE OF 1.15 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 61°52'39" EAST A DISTANCE OF 16.97 FEET; THENCE NORTH 00°04'00" EAST, A DISTANCE OF 2.00 FEET; THENCE EAST ALONG A LINE 24.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF WILKINSON ROAD, A DISTANCE OF 633.06 FEET; THENCE SOUTH 00°04'00" WEST A DISTANCE OF 10 FEET THENCE WEST ALONG A LINE PARALLEL WITH AND 10 FEET SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF WILKINSON ROAD A DISTANCE OF 648.03 FEET TO THE POINT OF BEGINNING.


NOTES

1. BEARINGS SHOWN ARE ASSUMED, EAST ALONG THE CENTERLINE OF WILKINSON ROAD.
2. THIS SKETCH IS NOT A SURVEY.
3. STATION NUMBER IS FOR REFERENCE ONLY AND NOT FOR BUILDING PURPOSES.

I HEREBY CERTIFY:

THAT THIS SKETCH AND DESCRIPTION AS PREPARED BY THE UNDERSIGNED, MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING IN THE STATE OF FLORIDA, CHAPTER 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO CHAPTER 472.027, OF THE FLORIDA STATUTES.

GEORGE F. YOUNG, INC.
(LICENSED BUSINESS #021)
78 SARASOTA CENTER BLVD.
SARASOTA, FLORIDA 34240


DENNIS R. HOOVER
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE No. 4419

NOTE : THIS SKETCH IS NOT A SURVEY

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

I:\PROJECTS\SUR\2001\0171-0101-11\dwg\EASEMENT100.04.dwg. TIME: Sep 20, 2006 10:09am KWL/MOTT

