

RECORD \$

Prepared by and return to:

WILLIAMS PARKER

HARRISON DIETZ & GETZEN

200 South Orange Avenue

Sarasota, Florida 34236

(941) 366-4800

Attention: Jeffrey A. Grebe, Esq.

**EASEMENT
(Bus Stop)**

This Easement, made this ___ day of _____, 2017, 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 Boulevard, Sarasota, Florida 34231, hereinafter called Grantor, and **SARASOTA COUNTY**, a political subdivision of the State of Florida, whose mailing address is P.O. Box 8, Sarasota, Florida 34230, hereinafter called Grantee.

WITNESSETH:

Grantor, for and in consideration of \$1 and other valuable considerations, does hereby grant unto Grantee a perpetual nonexclusive easement over, under, and upon that certain property described on Exhibit "A" attached hereto located in Sarasota County, Florida, and as shown on drawings attached hereto as Exhibit "A," for the purpose of constructing, installing, removal, replacement and maintaining a bus stop shelter and appurtenant equipment for use by the general public with the right to reconstruct, improve, and to, enlarge and remove such facilities and equipment, including but not limited to a bike rack, a bench, a sign, electric, trash receptacle and cable.

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 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.
4. To the express limits of Section 768.28, Florida Statutes, and without constituting a waiver of sovereign immunity, to indemnify and to hold Grantor harmless from any and all claims for the payment of any compensation or damages, including costs and attorney's fees, directly resulting from the use by Grantee of the easement granted.
5. 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.

6. At such time as Grantee ceases to use the easement property for a bus service for a period of one year, the easement shall automatically terminate upon expiration of such one year period.

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

In witness whereof, Grantor has caused this instrument to be executed in its name by its duly authorized officer the day and year first above written.

WITNESSES:

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

Signature of Witness

By: _____
Print Name: _____
As its Chair

Print Name of Witness

Signature of Witness

Print Name of Witness

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ 2017 by _____, as Chair of the **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**. 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.

(Notary Seal)

Signature of Notary Public

Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on _____.

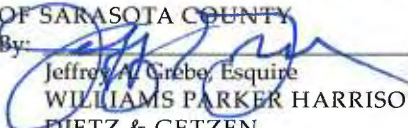
APPROVED FOR LEGAL CONTENT
Date: April 24, 2017
ATTORNEYS FOR THE SCHOOL BOARD
OF SARASOTA COUNTY
By: 
Jeffrey A. Grebe, Esquire
WILLIAMS PARKER HARRISON
DIETZ & GETZEN
200 South Orange Avenue
Sarasota, Florida 34236

EXHIBIT "A"

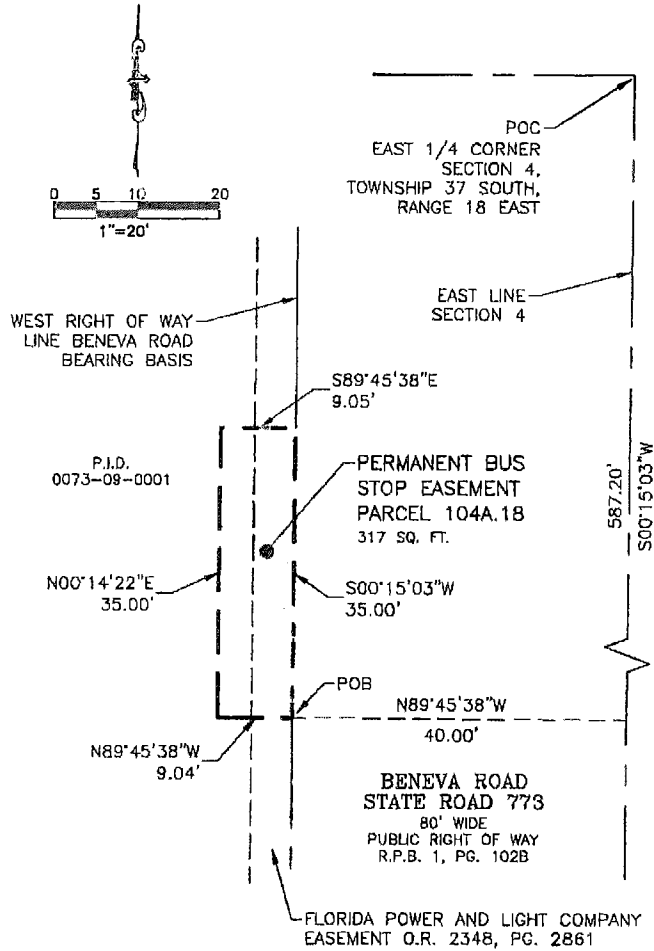
DESCRIPTION PARCEL 104A.18

A PARCEL OF LAND BEING A PORTION OF SECTION 4, TOWNSHIP 37 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA, AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST ONE QUARTER CORNER OF SAID SECTION 4, THENCE ALONG THE EAST LINE OF SAID SECTION 4, S.00°15'03"W., FOR 587.20 FEET; THENCE N.89°45'38"W., FOR 40.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BENEVA ROAD, STATE ROAD 773, PER ROAD PLAT BOOK 1, PAGE 102B, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE N.89°45'38"W., FOR 9.04 FEET; THENCE N.00°14'22"E., FOR 35.00 FEET; THENCE S.89°45'38"E., FOR 9.05 FEET TO A POINT ON THE AFORESAID WEST RIGHT OF WAY LINE; THENCE ALONG SAID WEST RIGHT OF WAY LINE, S.00°15'03"W., FOR 35.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

CONTAINING 317 SQUARE FEET, MORE OR LESS.

SUBJECT TO THE FLORIDA POWER AND LIGHT COMPANY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2348, PAGE 2861, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA. THE SQUARE FOOTAGE OF THE FLORIDA POWER AND LIGHT COMPANY EASEMENT LYING WITHIN THE DESCRIBED PARCEL IS 175 SQUARE FEET, MORE OR LESS.



ABBREVIATION LEGEND

C.R. = OFFICIAL RECORDS BOOK
 P.I.D. = PARCEL IDENTIFICATION NUMBER
 POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT
 PG. = PAGE
 P.B. = PLAT BOOK
 U.E. = UTILITY EASEMENT
 D.E. = DRAINAGE EASEMENT
 SQ. FT. = SQUARE FEET
 ± = MORE OR LESS
 NO. = NUMBER
 INST. = INSTRUMENT NUMBER
 R.P.B. = ROAD PLAT BOOK

SURVEYOR'S NOTES

- BEARING ARE BASED ON THE WEST RIGHT OF WAY LINE OF BENEVA ROAD AS HAVING AN ASSUMED BEARING OF S.00°15'03"W.
- SKETCH AND DESCRIPTION WAS PREPARED WITH THE BENEFIT OF THE OWNERSHIP AND ENCUMBRANCE REPORT FURNISHED BY SARASOTA COUNTY, DATED JUNE 13, 2016.
- THIS DRAWING IS A DESCRIPTION SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY OF THE PARCEL DESCRIBED.

[Signature]

11/7/16
 DATE SIGNED

DENNIS A. MILLER, FL PSM 5626
 RWA INC. LB 6952
 900 PINE STREET, SUITE 213
 ENGLEWOOD, FL 34223
 PHONE 239-597-0575 EXT. 200
 941-809-0855

REVISIONS:

PERMANENT BUS STOP EASEMENT

SARASOTA COUNTY PROJECT NO. 74502304 SCAT - LAMAR BUS STOPS						
PARCEL NO. 104A.18	DRAWN	DAM	DATE	10/12/16	SCALE	1" = 20'
PARCEL = 317 SQUARE FEET ±	CHECKED	MAW	DATE	10/12/16	JOB NO.	120019.01.00 002

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