

Record \$35.50

Prepared by and return to:
Christa L. Folkers, Esq.
Williams Parker Harrison Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236
(941) 366-4800

ACCESS EASEMENT

THIS EASEMENT AGREEMENT is made this ___ day of _____, 2011, by and between **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**, a body corporate under the laws of the State of Florida ("Grantor"), whose post office address is 1960 Landings Boulevard, Sarasota, Florida 34231-3330, and **SARASOTA COUNTY**, a political subdivision of the State of Florida ("Grantee"), whose post office address is P.O. Box 8, Sarasota, Florida 34230.

WITNESSETH:

Grantor, for and in consideration of One Dollar and other valuable considerations, does hereby grant unto Grantee a perpetual nonexclusive easement over, across, and through that portion of Taylor Ranch Trail located in Sarasota County, Florida, described and depicted on Exhibit "A" attached hereto for the purpose of providing vehicular and pedestrian ingress and egress to and from U.S. Highway 41.

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 covenants, restrictions, and easements of record, and the following covenants and conditions which Grantee, by its acceptance and recordation of this instrument, covenants and agrees to:

1. Exercise due care in the use of the easement.
2. Cause no unnecessary or unreasonable obstruction or interruption of travel over or upon the property.
3. Limit the use of the easement to the purposes provided for herein.
4. 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. Repair, at its sole cost and expense, any damage caused by Grantee's exercise of the rights granted in this Easement Agreement, and restore the surface of the easement to the condition existing prior to the date of this Easement Agreement.
6. 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. 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.

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

Print Name of Witness

Signature of Witness

Print Name of Witness

By: _____
Frank Kovach
As its Chair

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this ____ day of _____ 2011 by Frank Kovach, as Chair of **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**, a body corporate under the laws of the State of Florida, on behalf of the corporation. He 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 _____.

That part of Section 36, Township 39 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 36; thence run North 89°32'13"West along the North line of said Section 36 for a distance of 1985.57 feet; thence run South 00°20'59"West for a distance of 125.73 feet to the intersection with the South Right-of-Way line of U.S. 41 (S.R. 45) Tamiami Trail (194 foot wide RAW), also being the POINT OF BEGINNING; thence continue South 00°20'59"West for a distance of 773.00 feet; thence run North 89°39'01"West for a distance of 100.00 feet; thence run North 00°20'59"East for a distance of 773.02 feet to the intersection with said South Right-of-Way line of U.S. 41 (S.R. 45) Tamiami Trail; thence run South 89°38'21"East along said South Right-of-way line for a distance of 100.00 feet to the Point of Beginning.

Containing 77,301 square feet, more or less.

Subject to a 100 foot wide Permanent Utility Easement recorded in Official Records Instrument Number 1999034465 of the Public Records of Sarasota County, Florida.

Subject to a 10 foot wide Florida Power and Light Easement recorded in Official Records Book 2140, Page 1550 of the Public Records of Sarasota County, Florida.

Subject to a 100 foot wide Non-Exclusive Ingress/Egress and Utility Easement recorded in Official Records Book 2020, Page 2228 of the Public Records of Sarasota County, Florida.

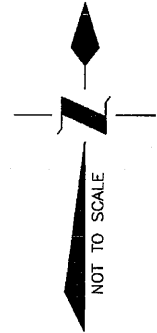
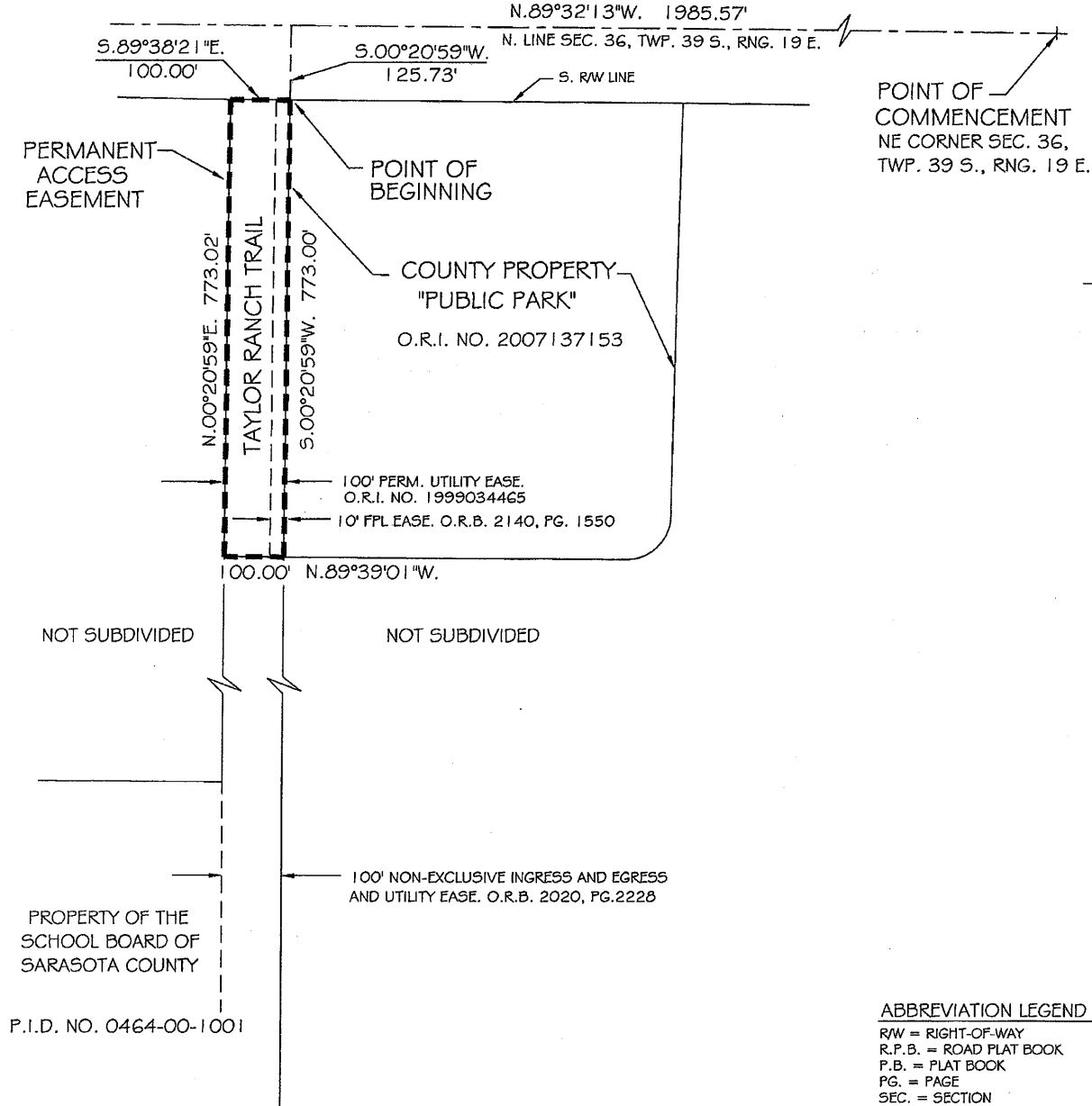
PERMANENT ACCESS EASEMENT

TAYLOR RANCH TRAIL

| | | | | | | |
|-------------------------------|--------|------|--------|---------|--|-----------------|
| PARCEL NO. 100.08 | | | | | | SCALE N.T.S. |
| DRAWN | T.S.O. | DATE | 4-5-11 | | | |
| CHECKED | J.M. | DATE | 4-5-11 | JOB NO. | | |
| PARCEL = 77,301 Square Feet ± | | | | | | |

U.S. 41 (S.R. 45) TAMIAMI TRAIL

SHEET 2 OF 2



ABBREVIATION LEGEND

- RAW = 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
- P.T. = POINT OF TANGENCY
- O.R.B. = OFFICIAL RECORDS BOOK
- P.I.D. = PROPERTY IDENTIFICATION

SURVEYOR'S NOTES

1. BEARINGS SHOWN ARE BASED ON ASSUMED DATUM, THE NORTH LINE OF SECTION 36, TOWNSHIP 39 SOUTH, RANGE 19 EAST, BEING N 89°32'13"W.
2. SUBJECT TO EASEMENTS OF RECORD.
3. THIS DRAWING IS A DESCRIPTION SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY OF THE PARCEL DESCRIBED.

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Teri S. Owen
 TERI S. OWEN, COUNTY SURVEYOR
 PROFESSIONAL SURVEYOR AND MAPPER NO. 5928
 STATE OF FLORIDA
 SARASOTA COUNTY SURVEY-MAPPING
 1001 SARASOTA CENTER BOULEVARD
 SARASOTA, FLORIDA 34240

4-5-11
 DATE

PERMANENT ACCESS EASEMENT

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