

CONSIDERATION \$10.00
DOC TAX \$
RECORD \$

Prepared w/o the benefit of title examination by and return to:
Jeffrey A. Grebe
Williams, Parker, Harrison, Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236
(941) 366-4800

DEED

THIS INDENTURE, is made ___ day of _____ 2010, by and between **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**, a body corporate under the laws of the State of Florida, hereinafter referred to as Grantor or the School Board, whose mailing address is 1960 Landings Boulevard, Sarasota, Florida 34231, and **SARASOTA COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as Grantee or the County, whose post office address is P.O. Box 8, Sarasota, Florida 34230.

RECITALS

A. Grantor is the owner of a parcel of land in Sarasota County, Florida (the "School Board Park Parcel"), more particularly described in Exhibit "A" attached hereto.

B. Grantee is the owner of a parcel of land in Sarasota County, Florida (the "County Park Parcel"), more particularly described as follows:

Tracts "A" and "B," LIME LAKE SUBDIVISION, as per plat thereof recorded in Plat Book 37, page 3 and 3A, Public Records of Sarasota County, Florida.

C. The County desires to combine the School Board Park Parcel with the County Park Parcel to create a unified County-owned site for the development of a park commonly referred to as Lime Lake Park. The School Board is willing to donate the School Board Park Parcel to the County to be used as a public park, subject to the following terms and conditions set forth herein.

NOW, THEREFORE, Grantor, in consideration of the sum of ten dollars and other valuable considerations to it in hand paid by Grantee, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey the School Board Park Parcel to Grantee, together with all appurtenances, privileges, rights, interests and easements thereto appertaining.

The conveyance of the School Board Park Parcel to Grantee is made subject to easements, restrictions, and reservations of record; governmental regulations; and the following exceptions, covenants, limitations, and conditions:

1. **Park Restriction.** The School Board Park Parcel shall be developed and used solely as a public park.

2. **Landscaping.** A chain link fence currently runs more or less along the northerly line of the School Board Park Parcel (the "Dividing Fence"). The County shall plant native vegetation on the north side and along the entire length of the Dividing Fence in order to create a dense buffer in accordance with the planting specifications set forth on Exhibit "B" attached hereto. Grantee shall maintain the plantings during the first 30 days after installation. Following said 30 day period, neither party shall have any continuing obligations or responsibilities for any landscaping. Grantor shall allow Grantee, and its agents, access over the area that is 50 feet in width on the north side and along the entire length of the Dividing Fence for the purpose of carrying out the requirements of this paragraph. This access right will automatically terminate 90 days from the date this deed is recorded in the Public Records of Sarasota County, Florida.

3. **Surveillance Cameras.** The School Board intends to install surveillance cameras along the northerly side of the Dividing Fence. The County agrees to pay \$10,000 to the School Board within 30 days of the date of the recording of this deed toward the initial infrastructure/installation costs of surveillance cameras along the Dividing Fence. Once the initial surveillance cameras are installed, neither party shall have any continuing obligations or responsibilities for the surveillance cameras.

4. **Remedies.** In addition to all other remedies provided by law, either party may enforce the provisions of this deed by action at law or in equity to: (a) enjoin a violation of the provisions of this deed; (b) compel compliance with the provisions of this deed by specific performance or mandatory injunction; or (c) recover damages for a breach of the provisions of this deed.

5. **Grantor Rights.** The rights of Grantor set forth in this deed are for the sole benefit of Grantor and its designated assignees and may be exercised, waived, released, or assigned, in whole or in part, in Grantor's sole discretion.

6. **Binding Effect.** The provisions of this deed shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The restrictions and covenants contained herein shall run with the land (i.e., burden the School Board Park Parcel).

7. **Time.** Time is of the essence of this deed.

8. **Waivers.** The failure of any party to insist upon strict performance of any obligation hereunder shall not be a waiver of such party's right to demand strict compliance of that or any other obligation in the future. No delay or omission of a party to exercise any rights arising from a default shall impair the party's rights as to such default or any subsequent default.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name by its undersigned duly authorized partner the date above written.

WITNESSES:

THE SCHOOL BOARD OF SARASOTA COUNTY,
FLORIDA

Signature of Witness #1

By: _____
SHIRLEY BROWN
As its Chair

Print Name of Witness #1

Signature of Witness #2

Print Name of Witness #2

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this ____ day of _____ 2010 by Shirley Brown, as Chair of **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**, a body corporate under the laws of the State of 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: September 8, 2010

ATTORNEYS FOR THE SCHOOL BOARD
OF SARASOTA COUNTY

By: 
Jeffrey A. Grebe, Esq.
WILLIAMS PARKER HARRISON
DIETZ & GETZEN
200 South Orange Avenue
Sarasota, Florida 34236

JOINER AND CONSENT

Sarasota County hereby accepts this deed, and joins in, consents and agrees to be bound by all the terms, conditions and restrictions set forth in the deed.

SARASOTA COUNTY, a political subdivision
of the State of Florida

By its Board of County Commissioners of
Sarasota County, Florida

By: _____
Chair

ATTEST: KAREN E. RUSHING, Clerk
Of the Circuit Court and Ex-Officio
Clerk to the Board of County Commissioners
Of Sarasota County, Florida

By: _____
Deputy Clerk

Approved as to form and correctness

By: _____
County Attorney

That part of the Northwest Quarter (¼) of Section 17, Township 36 South, Range 36 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Lot 3, Lime Lake Subdivision, according to the plat thereof recorded in Plat Book 37, Page 3 of the Public Records of Sarasota County, Florida; thence run North 00°09'33"West along the East line of the Northeast Quarter (¼) of the Southeast Quarter (¼) of the Northwest Quarter (¼) of said Section 17 for a distance of 150.00 feet to the POINT OF BEGINNING; thence run South 89°53'54"West along the North line of the Northeast Quarter (¼) of the Southeast Quarter (¼) of the Northwest Quarter (¼) of said Section 17 for a distance of 669.92 feet; thence run North 00°09'33"East along the West line of the Southeast Quarter (¼) of the Northeast Quarter (¼) of the Northwest Quarter (¼) of said Section 17 for a distance of 19.48 feet; thence run North 89°55'29"East for a distance of 39.89 feet; thence run North 89°12'13"East for a distance of 93.77 feet; thence run North 89°18'15"East for a distance of 141.64 feet; thence run North 89°17'20"East for a distance of 120.48 feet; thence run North 88°44'50"East for a distance of 94.33 feet; thence run North 88°12'53"East for a distance of 81.84 feet; thence run North 87°42'40"East for a distance of 98.30 feet; thence run South 00°09'33"West along the East line of the Southeast Quarter (¼) of the Northeast Quarter (¼) of the Northwest Quarter (¼) of said Section 17 for a distance of 31.40 feet to the Point of Beginning.

TOGETHER WITH:

All of the North 150.00 feet of the Northeast Quarter (¼) of the Southeast Quarter (¼) of the Northwest Quarter (¼) of Section 17, Township 36 South, Range 18 East, Sarasota County, Florida.

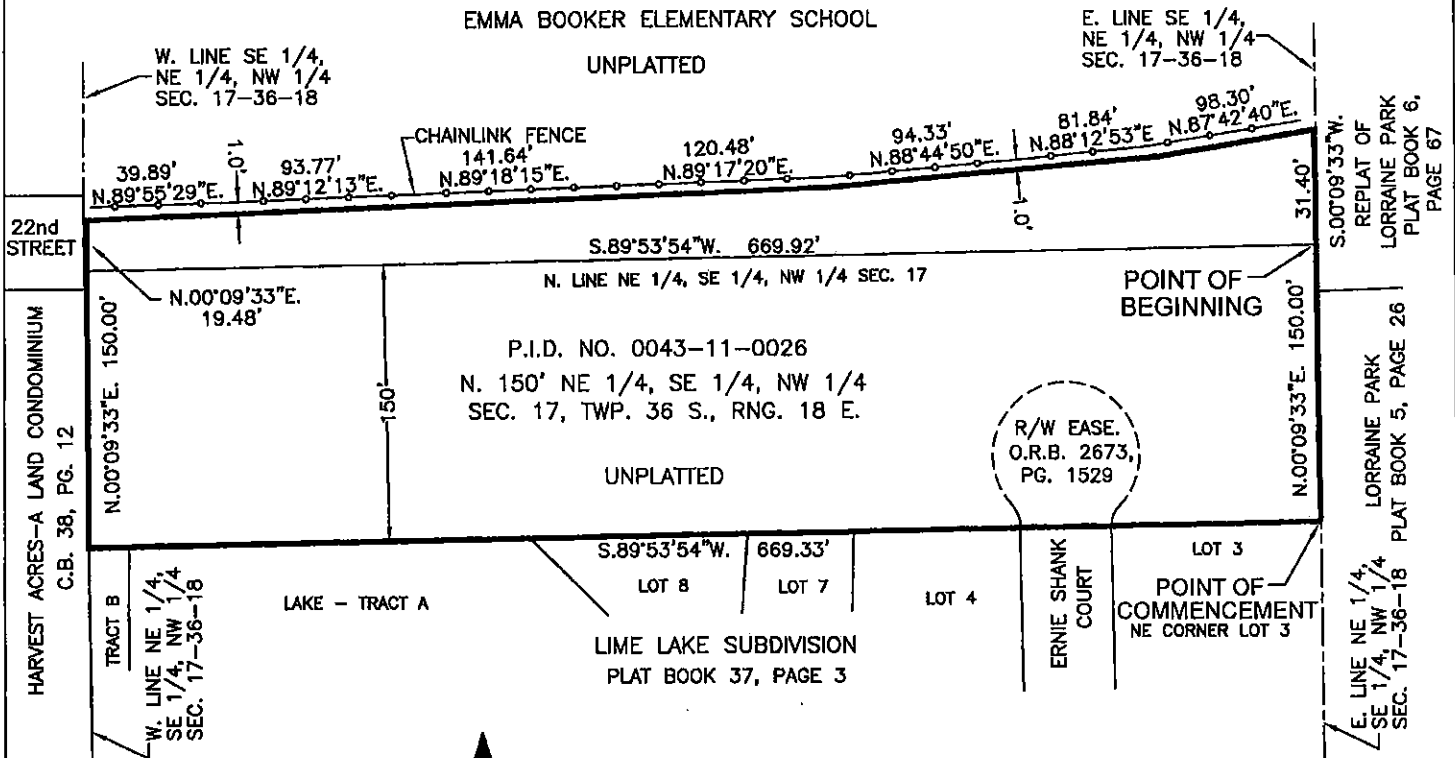
Subject to a Right-of-Way Easement recorded in Official Records Book 2673, Page 1529 of the Public Records of Sarasota County, Florida.

Containing 15762.4 square feet more or less.



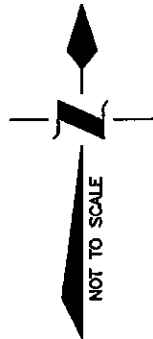
FEE SIMPLE					
LIME LAKE	DRAWN	T.S.O.	DATE	10-5-09	SCALE N.T.S.
PARCEL = 15762.4 Square Feet ±	CHECKED	J.M.	DATE	10-5-09	JOB NO.

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



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
- P.C.C. = POINT OF COMPOUND CURVE
- P.R.C. = POINT OF REVERSE CURVE



SURVEYOR'S NOTES

1. BEARINGS AND DISTANCES SHOWN HEREON ARE GRID, BASED ON PUBLISHED COORDINATES FOR SARASOTA COUNTY CONTINUOUS OPERATING REFERENCE STATION "EMERSON" AND "ANDERSON" RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, BASED ON NORTH AMERICAN DATUM, 1983 ADJUSTMENT
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.

Teri S. Owen
 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

7-29-10
 DATE

FEE SIMPLE

LIME LAKE	DRAWN	T.S.O.	DATE	10-5-09	SCALE N.T.S.
PARCEL = 15762.4 Square Feet ±	CHECKED	J.M.	DATE	10-5-09	JOB NO.

REVISIONS:
 INCREASED LEASE PARCEL T.S.O. 7-29-10