

**EASEMENT - WATER DISTRIBUTION SYSTEM
ASHTON ELEMENTARY SCHOOL**

THIS EASEMENT is made this ____ day of _____, 2006, 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 Sarasota County, a political subdivision of the State of Florida, hereinafter called Grantee, whose address is 1660 Ringling Boulevard, Sarasota, Florida 34236

WITNESSETH:

Grantor, for and in consideration of Ten Dollars (\$10 00) and other valuable considerations, does hereby grant unto Grantee a non-exclusive utility easement upon and across that certain property described in Exhibit "A" attached hereto and made a part hereof, located in Sarasota County, Florida, for the purpose of constructing, installing, maintaining, operating, repairing and replacing water supply distribution system and appurtenant equipment, with the right to reconstruct, improve, add to, enlarge and remove such facilities and equipment.

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 access to water supply distribution system facilities and appurtenant equipment and maintenance thereof.
4. To use diligence in the maintenance, repair or replacement of water supply distribution system facilities and appurtenant equipment so as to cause the least amount of inconvenience, impediment or interruption of travel over, or other use of, the aforementioned easement area. Upon completion of any such work, Grantee agrees to restore the easement area to its former condition. Upon Grantee's failure to do so within a reasonable period of time, Grantor may perform such work and charge the same to Grantee.
5. 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 the public in general.
6. To the extent allowed by Section 768 28, Florida Statutes, to indemnify and 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
7. Grantee understands this easement is a non-exclusive easement and agrees to use the same with due consideration of the rights of other easement holders

8. That in the event Grantor, its successors or assigns, should subsequently request the relocation of all or any portion of the aforesaid easement area, Grantee agrees to promptly relocate the on-site water meters and further agrees to execute and to exchange with Grantor such instruments as may be required to release the easement granted hereunder in return for a comparable easement over such other land in the immediate vicinity as may be designated by Grantor, the expense of such relocation to be borne by Grantor

This Easement shall be binding upon the parties hereto, 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

Witness:

THE SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA

Signature of Witness

BY: _____
Dr. Carol Todd, 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 _____, 2006, by _____ Dr. Carol Todd, Chair, 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

Prepared and approved by:
Martin Garcia, Esq
Matthews, Eastmoore, Hardy, Crauwels & Garcia, PA
1777 Main Street, 5th Floor
Sarasota, FL 34236
941 366 8888

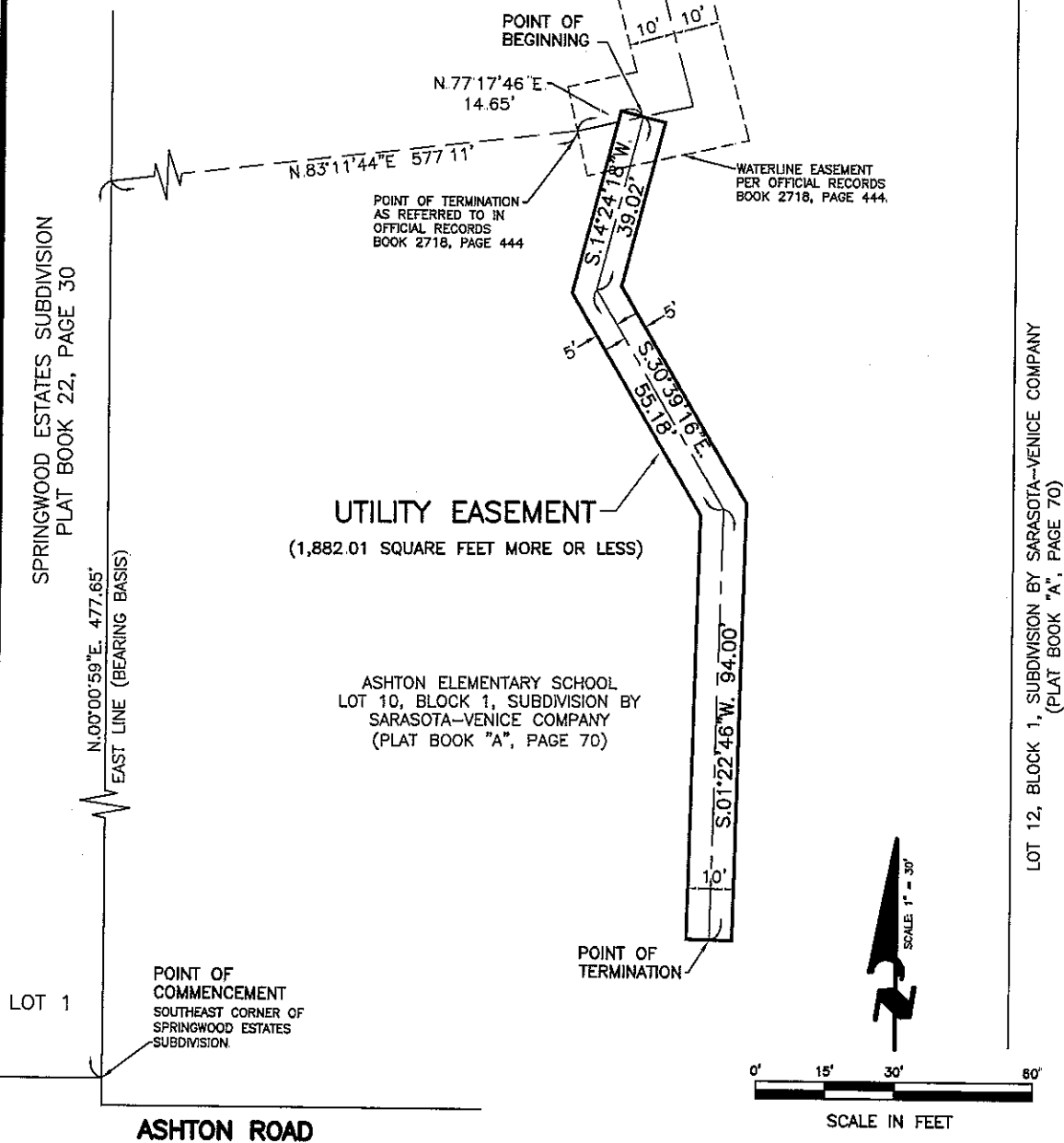
Print Name of Notary Public

Notary Public, State of Florida, my
commission no. _____ expires _____

Return to:
Wayne Beetley, Project Manager
The School Board of Sarasota County, Florida
Construction Services Department
7895 Fruitville Road
Sarasota, FL 34240
941 361 6680

EXHIBIT "A" DESCRIPTION AND SKETCH

(NOT A FIELD SURVEY)
 IN SECTION 11, TOWNSHIP 37 SOUTH, RANGE 18 EAST
 SARASOTA COUNTY, FLORIDA



UTILITY EASEMENT
 (1,882.01 SQUARE FEET MORE OR LESS)

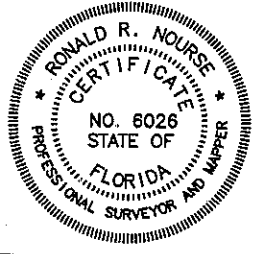
ASHTON ELEMENTARY SCHOOL
 LOT 10, BLOCK 1, SUBDIVISION BY
 SARASOTA-VENICE COMPANY
 (PLAT BOOK "A", PAGE 70)



LEGAL DESCRIPTION
 THAT PART OF LOT 10, BLOCK 1, SARASOTA-VENICE COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK A, PAGE 70, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AND LYING IN SECTION 11 TOWNSHIP 37 SOUTH RANGE 18 EAST BEING A 10.00 FEET WIDE STRIP OF LAND LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE SOUTHEAST CORNER OF SPRINGWOOD ESTATES SUBDIVISION, AS RECORDED IN PLAT BOOK 22, PAGE 30 PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID SUBDIVISION, N.00°00'59"E, 477.65 FEET; THENCE LEAVING SAID EAST LINE N.83°11'44"E, 577.11 FEET TO A POINT OF TERMINATION AS REFERRED TO IN AN EXISTING 20.00 FEET WIDE WATERLINE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2718, PAGE 444, OF SAID PUBLIC RECORDS; THENCE ALONG THE CENTERLINE OF SAID EASEMENT, N.77°17'46"E, 14.65 FEET TO THE POINT OF BEGINNING OF CENTERLINE BEING DESCRIBED; THENCE S.14°24'18"W, 39.02 FEET; THENCE S.30°39'16"E, 55.18 FEET; THENCE S.01°22'46"W, 94.00 FEET TO A POINT OF TERMINATION OF LAST SAID CENTERLINE.

THE SIDELINES OF THE ABOVE DESCRIBED ARE TO BE EXTENDED AND/OR SHORTENED TO THEIR INTERSECTIONS.
 SUBJECT TO OTHER EASEMENTS, RESTRICTIONS AND/OR RIGHTS OF WAY, IF ANY



UPON RECORDING OF THIS DOCUMENT, RETURN A COPY TO RONALD R. NOURSE AT AM ENGINEERING, INC.

BY: Ronald R. Nourse 07/17/06
 RONALD R. NOURSE, P.S.M., FLORIDA CERTIFICATE NO. 6026 DATE
 LICENSED AND REGISTERED PROFESSIONAL SURVEYOR AND MAPPER
 (NOT VALID UNLESS SIGNED IN INK WITH EMBOSSED SEAL)

PREPARED FOR:
 SCHOOL BOARD OF SARASOTA COUNTY

REVISIONS:

DRAWN BY: RRR	DATE: 07/17/06	BOOK: 187/11	DSKG SURVEY-CD	DWG: SBRT03E.DWG	JOB: SBRT-0003
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AM ENGINEERING, INC.
 CONSULTING ENGINEERS & SURVEYORS, L.B. 4334
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 FAX 378-3788