

Record \$44.00

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

REVISED ACCESS EASEMENT

THIS REVISED ACCESS EASEMENT AGREEMENT (this "Revised Access Easement") is made this ____ day of _____, 2012, 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 ("County"), whose post office address is P.O. Box 8, Sarasota, Florida 34230, **VENICE BIBLE CHURCH OF VENICE, FLORIDA, INC.**, a Florida corporation not for profit ("Venice Bible"), whose post office address is 2395 Shamrock Drive, Venice, Florida 34293, and **NEW LIFE ASSEMBLY OF GOD OF VENICE, FLORIDA, INC.**, a Florida corporation not for profit ("New Life"), whose post office address is 5800 S Tamiami Trail, Venice, FL, 34293.

WITNESSETH:

WHEREAS, Grantor granted to County an Access Easement (the "Access Easement") for the purpose of providing vehicular and pedestrian ingress and egress to and from U.S. Highway 41; and

WHEREAS, the Access Easement was dated May 3, 2011, and recorded in the Official Records as Instrument Number 2011052827, Public Records of Sarasota County, Florida; and

WHEREAS, County, Venice Bible, and New Life are collectively referred to in this Revised Access Easement as "Grantees"; and

WHEREAS, County has requested an expansion of the easement area under the Access Easement, and Grantor is willing to expand the easement area to include the property described and depicted in Exhibit "A" attached hereto (the "Easement Area"); and

WHEREAS, Venice Bible and New Life desire an easement over the Easement Area for the purpose of providing vehicular and pedestrian ingress and egress to and from U.S. Highway 41, and Grantor is willing to grant a new easement on the terms set forth in this Revised Access Easement.

NOW THEREFORE, and in consideration of the mutual covenants herein contained and other good and valuable consideration in hand paid by the parties, the sufficiency and receipt of which hereby expressly acknowledged and confirmed, the parties hereby agree as follows:

1. The recitals set forth above are true and correct and are incorporated into this Revised Access Easement.

2. Grantor grants to County, Venice Bible, and New Life 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.

3. This Revised Access Easement replaces the Access Easement, and upon recordation of this Revised Access Easement, Grantor and County agree that the Access Easement will terminate.

4. Grantor reserves all right, title, interest and privilege and the full enjoyment of the Easement Area and the uses thereof for all purposes not inconsistent with the use specified in this Revised Access Easement.

5. This Revised Access Easement is granted by Grantor subject to the covenants, restrictions, and easements of record, and the covenants and conditions set forth below which Grantees, by their acceptance and recordation of this instrument, covenant and agree to:

- a. Exercise due care in the use of the easement.
- b. Cause no unnecessary or unreasonable obstruction or interruption of travel over or upon the Easement Area.
- c. Limit the use of the Easement Area to the purposes provided for in this Revised Access Easement.
- d. Use the Revised Access Easement 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.
- e. Use the Revised Access 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. County will repair, at its sole cost and expense, any damage caused by Grantees' exercise of the rights granted in this Revised Access Easement, and restore the surface of the Easement Area to the condition existing prior to the date of the Access Easement. County will perform all maintenance and repair work, as required pursuant to this Paragraph, as expeditiously and with as little disruption as possible to the property and improvements and activities thereon of Grantor, its successors and assigns. Notwithstanding the foregoing, County will be entitled to seek financial contribution from Venice Bible and New Life for costs and expenses incurred by County pursuant to this paragraph, in proportion to the burden of use placed on the Easement Area by Venice Bible and New Life, respectively.

7. 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 and County have caused this instrument to be executed in their name by their 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: _____
Caroline G. Zucker
As its Chair

"GRANTEE"

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY _____
Chairman

ATTEST:

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

By _____
Deputy Clerk

Approved as to form and correctness:

County Attorney

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this ____ day of _____ 2012, by Caroline G. Zucker, 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. She 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 _____.

EXHIBIT "A"

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 R/W), also being the POINT OF BEGINNING; thence continue South 00°20'59"West for a distance of 848.00 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 848.02 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 84,801 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

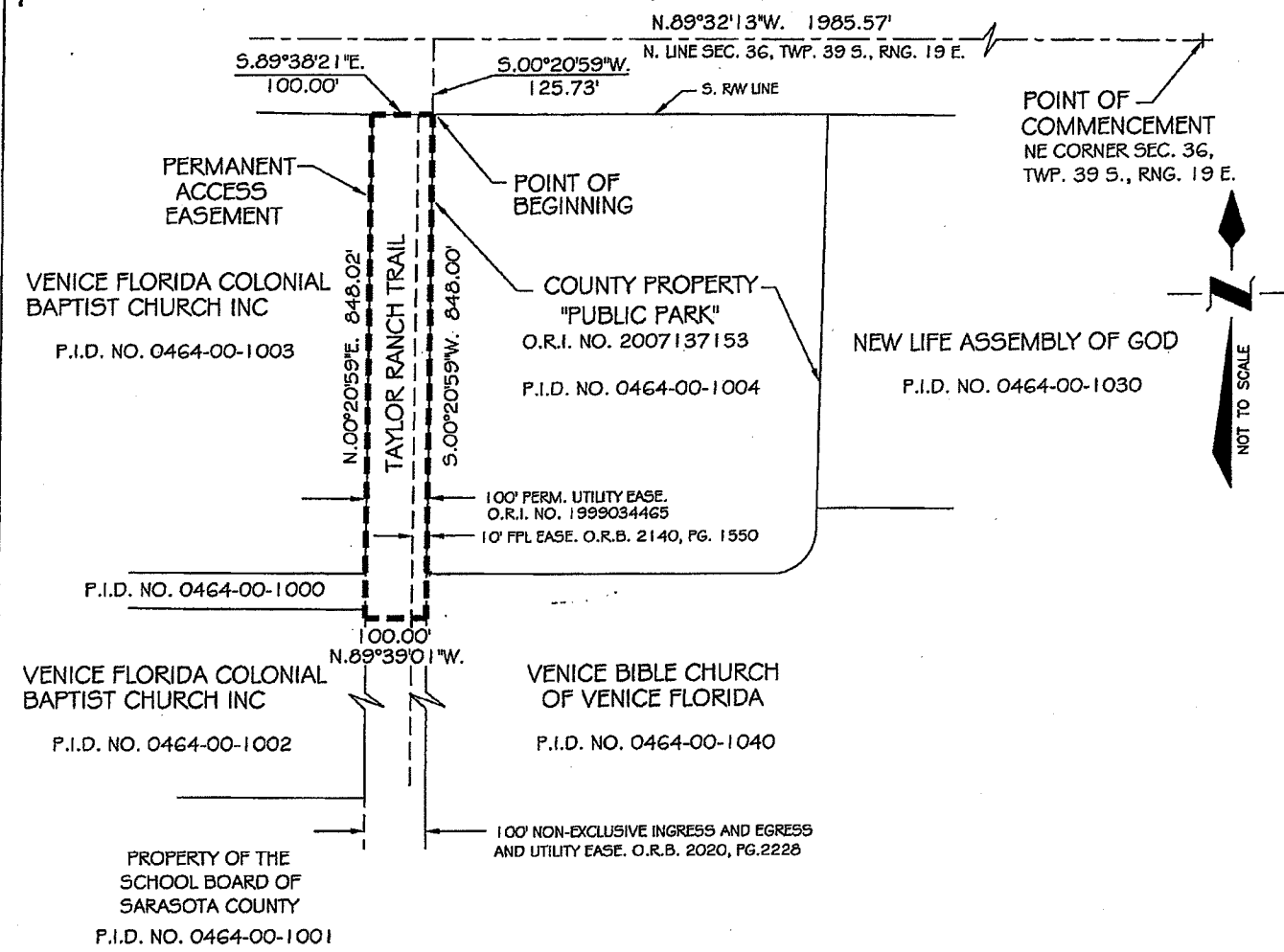
PARCEL NO. 100.08	DRAWN	T.S.O.	DATE	4-5-11	SCALE N.T.S.
PARCEL = 84,801 Square Feet ±	CHECKED	J.M.	DATE	4-5-11	JOB NO.

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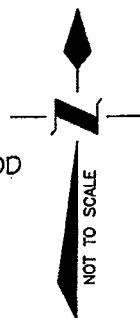
REVISION: EXTENDED EASEMENT AN ADDITIONAL 75 FEET SOUTH. JRM 10-18-11

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

SHEET 2 OF 2



POINT OF COMMENCEMENT
NE CORNER SEC. 36,
TWP. 39 S., RNG. 19 E.



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.

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

10-18-11
 DATE

PERMANENT ACCESS EASEMENT

TAYLOR RANCH TRAIL

PARCEL NO. 100.08	DRAWN	T.S.O.	DATE	4-5-11	SCALE N.T.S.
PARCEL = 84,801 Square Feet ±	CHECKED	J.M.	DATE	4-5-11	JOB NO.

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