

**NEWTOWN HISTORIC MARKER MAINTENANCE,
REPAIR AND OPERATING AGREEMENT**

THIS NEWTOWN HISTORIC MARKER MAINTENANCE, REPAIR AND OPERATING AGREEMENT made and entered into this _____ day of _____, 201__ by and between The School Board of Sarasota County, hereinafter referred to as OWNER, and the City of Sarasota, Florida, a municipal corporation, hereinafter referred to as CITY.

W I T N E S S E T H :

WHEREAS, OWNER owns a parcel of real property located at 3400 N. Orange Avenue; and

WHEREAS, CITY has undertaken a Newtown Historic Marker Exhibit Panel project and finds that OWNER'S property is appropriate for the location of an historic marker; and

WHEREAS, OWNER agrees to allow CITY access to OWNER'S parent tract of real property located at 3400 N. Orange Avenue so as to facilitate construction, maintenance and repair of the historic marker exhibit panel at the identified location within OWNER'S property; and

WHEREAS, the City Manager, pursuant to Sarasota City Code Section 2-5(3) p., is authorized to administratively approve and execute this Agreement on behalf of CITY.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. The parties incorporate herein the recitals set forth above.
2. The following terms shall have the meanings herein ascribed to them:
 - A. *City Manager* shall mean the City Manager of the City of Sarasota, Florida, or his designee.
 - B. *Property* shall mean the parent tract parcel of real property of OWNER located at 3400 N. Orange Avenue. The Property is referred to by the Sarasota County Property Appraiser's Office as Parcel ID No. 2020020097 located at 3400 N. Orange Avenue, Sarasota, Florida 34234.
3. OWNER is the fee simple owner of the Property. OWNER agrees to allow CITY access to the Property. CITY'S access shall be granted to CITY, its agents and employees. CITY'S access to the Property shall be permitted only for the purposes described in this Section

3. CITY'S access to the Property shall be for the purpose of constructing, maintaining and repairing an historic marker exhibit panel. Said panel location shall be approximately 33 feet from the southeastern curb of N. Orange Avenue and 25 feet southwest of the drainage structure. Attached hereto and incorporated by reference herein as Exhibit A is a sketch showing the location of the Exhibit Marker.

4. The historic marker exhibit panel shall, at all times, remain property of CITY. CITY shall be responsible to maintain and repair said panel.

5. The term of this Agreement shall commence upon complete execution by each of the parties and shall remain in effect for the useful life of the Historic Marker Exhibit Panel. Notwithstanding anything else in this Agreement, OWNER may terminate the Agreement, with or without cause, with one hundred twenty (120) days notice. Should OWNER elect to terminate the Agreement, OWNER will work with CITY to find another suitable alternate location on its property for the placement of the Historic Marker Exhibit Panel.

6. This Newtown Historic Marker Maintenance, Repair and Operating Agreement shall be binding upon OWNER, its successors, assigns and legal representatives.

7. To the extent provided by law, CITY shall indemnify and hold harmless OWNER from and against any and all liabilities, claims, demands, suits, cause of action, losses and expenses including attorney's fees relating to OWNER'S construction or maintenance of the Historic Marker Exhibit Panel on OWNER'S property. However, nothing contained herein shall be deemed to constitute a waiver of sovereign immunity on the part of either CITY or OWNER or to affect, limit or reduce the protection afforded either governmental entity under the provisions of Florida law.

IN WITNESS WHEREOF, this Newtown Historic Marker Maintenance, Repair and Operating Agreement was signed and sealed in duplicate by the respective parties hereto.

DATED this _____ day of _____, 20__, by **The School Board of Sarasota County.**

DATED this _____ day of _____, 20__, by the **City of Sarasota, Florida.**

SCHOOL BOARD OF SARASOTA COUNTY

By : _____

Title: _____

Witnesses as to execution on behalf of the School Board of Sarasota County

Approved for Legal Content
December 9, 2016 by Matthews Eastmoore
Legal Counsel for the School Board of Sarasota
County, Florida
By: ASH

Witness

Print Name

Witness

Print Name

CITY OF SARASOTA, FLORIDA

By: _____
Thomas W. Barwin, City Manager

Witnesses as to execution on behalf of
The City of Sarasota, Florida

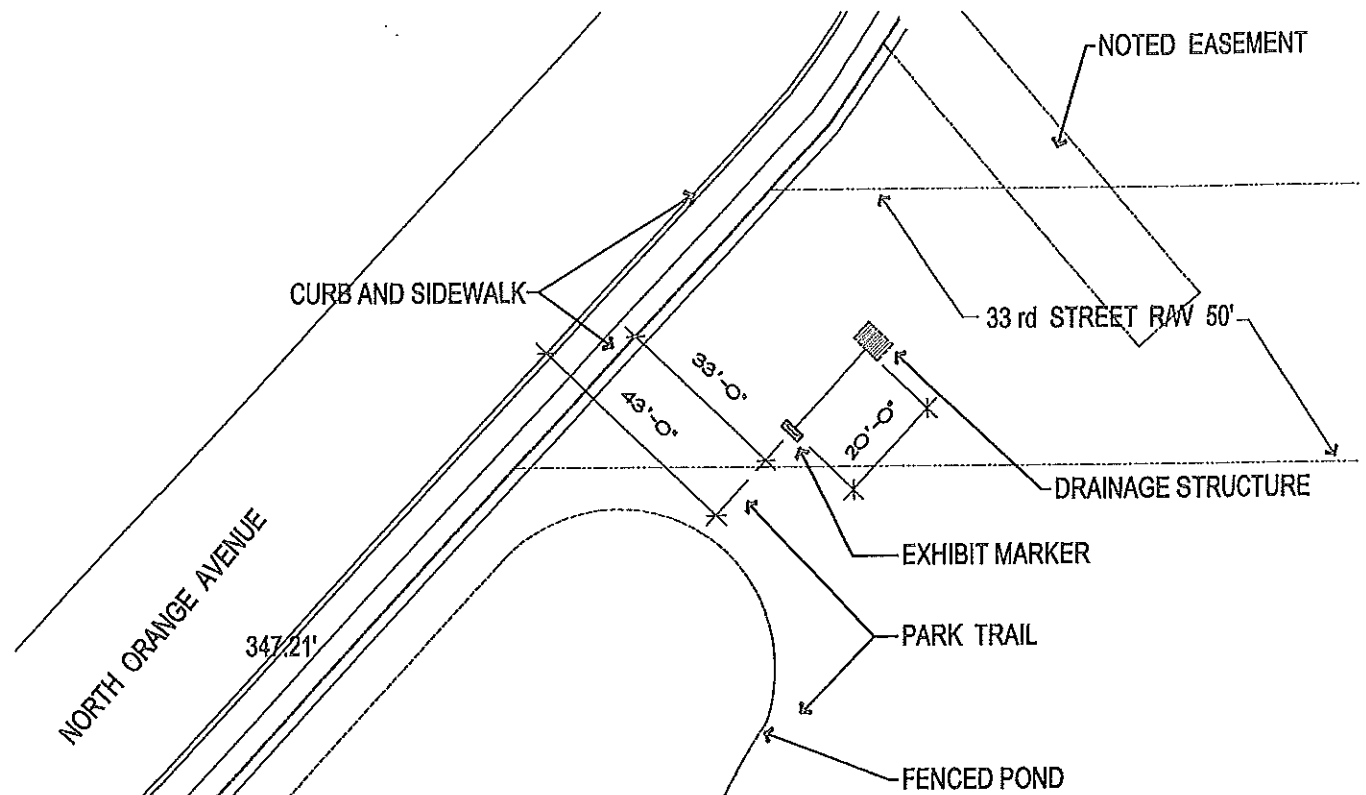
Witness

Print Name

Witness

Print Name

tammy/agreements/F-J/Housing Authority – exhibit marker #9 (12/6/16)



SARASOTA COUNTY SCHOOL BOARD
2020020097

LEGAL DESCRIPTION

THAT PORTION OF BLOCKS B, C & D, LYING EASTERLY OF NORTH ORANGE AVENUE AS DESCRIBED IN ORI 2011016350, SUBJECT TO 776 S.F. UTILITY EASEMENT TO CITY OF SARASOTA AS DESCRIBED IN ORI 2011098882, AMARYLLIS PARK

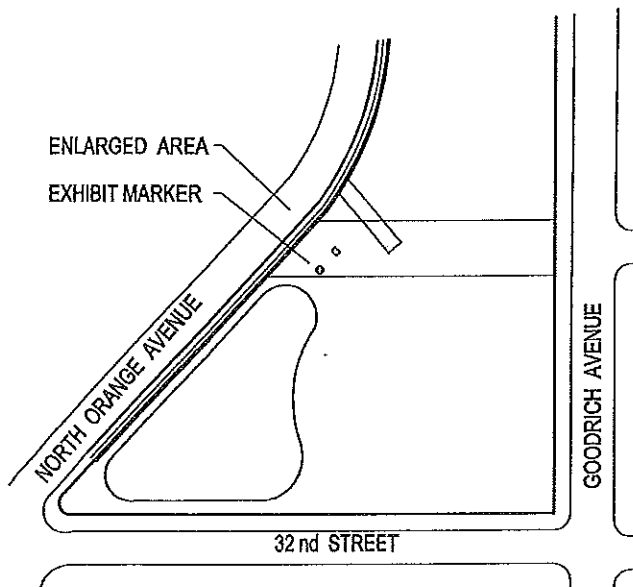


EXHIBIT A
NO SCALE

