

**TERMS AND CONDITIONS OF SETTLEMENT
BETWEEN
SARASOTA COUNTY AND PROPERTY OWNER(S)**

The School Board of Sarasota County, Florida,, (**hereinafter referred to as "Owner"**), owner(s) of the property located at 601 Honore Ave, (P.I.D. # 0047-13-0005), for and in consideration of the negotiated settlement amount of **\$32,927.00**, hereby agree(s) to convey the following Quit Claim Deed - Parcels 429.00A, 429.00B, and 429.00C; Slope Easement - Parcel 429.02; Temporary Construction Easement - Parcels 429.03A and 429.03B and Street Lighting Easement - Parcel 429.10, further described below, to Sarasota County, a political subdivision of the State of Florida (**hereinafter referred to as "County"**):

See Exhibit "1" attached hereto and made part hereof

Owner acknowledges this figure represents full and complete compensation for the interests described above, including but not limited to land, paving, sod, landscaping, any other improvements, severance damages, cost to cure, business damages, all other damages of any kind, attorney's fees and costs.

After County has received the executed documents, this agreement will be forwarded to the Office of the County Attorney for review. Upon approval, a check in the amount of **\$32,927.00**, made payable to The School Board of Sarasota County, Florida, will then be issued.

All documents will be held in escrow until the check has been issued. This agreement shall be null and void if Owner transfers ownership of the aforementioned property to any party other than County before the document(s) have/has been recorded and payment has been delivered to Owner.

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Received
DEC 03 2009
Long Range Planning

IN WITNESS WHEREOF, the parties have executed this contract this ____ day of _____, 2009.

“Owner”

Signed and Sealed in the presence of two witnesses

The School Board of Sarasota County, Florida

First Witness
Print Name: _____

By: _____
SHIRLEY BROWN
As Chairman

Second Witness
Print Name: _____

“County”

SARASOTA COUNTY, a political
Subdivision of the State of Florida

Witness
Print Name: _____

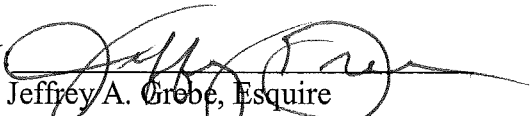
By: _____
Nancy Phelps
As: Right-of-Way Agent

Witness
Print Name: _____

APPROVED FOR LEGAL CONTENT

Date: 11-23-09

ATTORNEYS FOR THE SCHOOL BOARD
OF SARASOTA COUNTY

BY 
Jeffrey A. Grebe, Esquire
Williams, Parker, Harrison, Dietz & Getzen
200 S. Orange Avenue
Sarasota, FL 34236

This Document Prepared By and Return to:
Nancy Phelps
Sarasota County Government
Capital Management Services
Real Property Division
1301 Cattlemen Road Building C
Sarasota, Florida 34232
(941) 861-6868

EXHIBIT 1

Sec/Twp/Rng 24/36S/18E
PID #0047-13-0005
Parcel 429.00A,B&C
Project # 85763

This Quit Claim Deed, made this _____ day of _____, 2009, by and between **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**, a body corporate under the laws of the State of Florida, whose mailing address is 1960 Landings Blvd., Sarasota, FL 34231-3331, hereinafter called Grantor, and **SARASOTA COUNTY**, a political subdivision in the State of Florida, whose mailing address is P.O. Box 8, Sarasota, FL 34230, hereinafter called Grantee.

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, in hand paid by the Grantee, receipt whereof is hereby acknowledged, does hereby remise, release any and all reservations and restrictions and quit claim unto the Grantee forever any and all rights, title, interest claim or demand which Grantor has in and to the following described parcel of land lying and being in Sarasota County, Florida, to-wit:

See Exhibit "A" consisting of three pages attached hereto and made a part hereof

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name by it's duly authorized officers, the day and year first above written.

Signed and Sealed in the presence of two witnesses

**The School Board of Sarasota County,
Florida**

**Exhibit Copy Only
Not To Be Executed**

First Witness
Print Name: _____

By: _____
CAROLINE ZUCKER
As Chairman

Second Witness
Print Name: _____

EXHIBIT 1

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this _____ day of _____, 2009 by **Caroline Zucker**, as Chairman of THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, on behalf of the School Board. The above-named person is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public

Print Name

Commission No.:

Expiration Date:

**Exhibit Copy Only
Not To Be Executed**

APPROVED FOR LEGAL CONTENT

Date: _____

ATTORNEYS FOR THE SCHOOL BOARD
OF SARASOTA COUNTY

BY: _____

Jeffrey A. Grebe, Esq.
Williams, Parker, Harrison, Dietz & Getzen
200 S. Orange Avenue
Sarasota, FL 34236

EXHIBIT 1

This Document Prepared By and Return to:
Nancy Phelps
Sarasota County Government
Capital Management Services
Real Property Division
1301 Cattlemen Road Building C
Sarasota, Florida 34232
(941) 861-6868

Sec/Twp/Rng 24/36S/18E
PID #0047-13-0005
Parcel # 429.02
Project # 85763

This Slope Easement, made this _____ day of _____, 2009, by and between **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**, a body corporate under the laws of the State of Florida, whose mailing address is 1960 Landings Blvd., Sarasota, FL 34231-3331, hereinafter referred to as Grantor, and **SARASOTA COUNTY**, a political subdivision of the State of Florida, whose mailing address is P.O. Box 8, Sarasota, FL 34230, hereinafter referred to as Grantee.

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations paid, the receipt of which is hereby acknowledged, does hereby grant, and deliver unto the Grantee, its successors and assigns, a nonexclusive Slope Easement for the purpose of modifying the elevation with the right to grade, excavate and/or add fill material to the easement area and the right of ingress and egress; in, over and upon the following described land of the Grantor, to wit:

See Exhibit "A" attached hereto and made a part hereof

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 following covenants and conditions which Grantee, by its acceptance and recordation of this instrument, 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 property.
3. To limit the use of such easement to the purposes provided for herein.
4. To 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. To use diligence in making excavations or other repairs and, after the completion of any construction or maintenance, to restore the property to its former condition, including, but not limited to, returning the ground to the original grade, returning any pavement removed or damaged to its prior composition and condition, and replacing any grass or ground cover disturbed by such work.

EXHIBIT 1

6. To 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. To indemnify and hold Grantor harmless from any and all claims for the payment of any compensation or damages resulting from the use by Grantee of the easement, to the extent permitted by law; provided, however, that this indemnification shall not extend to any portion of any compensation or damages caused by either the sole or contributory negligence of Grantor.

8. To 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.

Grantor covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to grant this easement and shall take no action to interfere with the Grantee's lawful use of said easement; that the Grantor hereby fully warrants the easement being granted and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name by it's duly authorized officers, the day and year first above written.

Signed and Sealed in the presence of two witnesses

The School Board of Sarasota County, Florida

First Witness
Print Name _____

By: _____
CAROLINE ZUCKER
As Chairman

**Exhibit Copy Only
Not To Be Executed**

Second Witness
Print Name _____

continued next page

EXHIBIT 1

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by **Caroline Zucker**, as Chairman of THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, on behalf of the School Board. The above-named person is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public **Exhibit Copy Only
Not To Be Executed**

Print Name
Commission No. _____
Expiration Date _____

APPROVED FOR LEGAL CONTENT
Date: _____

ATTORNEYS FOR THE SCHOOL BOARD
OF SARASOTA COUNTY

BY: _____
Jeffrey A. Grebe, Esq.
Williams, Parker, Harrison, Dietz & Getzen
200 S. Orange Avenue
Sarasota, FL 34236

POINT OF COMMENCEMENT

429.00A
INTERSECTION OF THE NORTH RIGHT-OF-WAY
LINE OF POTTER STREET AND THE EAST
RIGHT-OF-WAY LINE OF HONORE AVENUE (BEARING BASIS)
N00°23'26"E

EXHIBIT 1

EXHIBIT A

NORTHEAST CORNER OF SECTION
26 AND SOUTHWEST CORNER OF
SECTION 24, TOWNSHIP 36
SOUTH, RANGE 18 EAST,

WEST LINE OF SECTION 25,
TOWNSHIP 36 SOUTH, RANGE 18 EAST

N00°21'10"E (BEARING BASIS)

PROPOSED
RIGHT-OF-WAY

N00°01'46"E
16.46'

POINT OF BEGINNING

HONORE AVENUE
(VARIABLE WIDTH PUBLIC RIGHT-OF-WAY)

N34°52'46"E
(RADIAL)

N89°58'14"W
1.12' EAST RIGHT-OF-WAY
N00°01'46"E R.P.BK.3, P.46

RIGHT-OF-WAY PER
O.R.BK.2864, P.1434 N00°21'10"E 439.44'

POTTER STREET
(50' WIDE PLATTED PUBLIC RIGHT-OF-WAY)

Radius=20.00'
Arc Length=19.36'
Delta=55°28'24"
Chord=18.62'
Chord Bearing=
S27°23'02"E

FRUITVILLE ELEMENTARY SCHOOL
P.I.D.#0047-13-0005
O.R.BK.95, P.101
O.R.BK.3044, P.1966
O.R.I.#2003101456

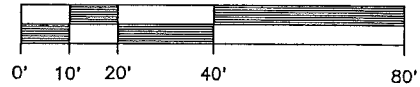
FRUITVILLE ELEMENTARY SCHOOL
P.I.D.#0047-13-0005
O.R.BK.95, P.101
O.R.BK.3044, P.1966
O.R.I.#2003101456

FOR CONTINUATION, SEE BELOW

NORTH LINE OF SECTION 25,
TOWNSHIP 36 SOUTH, RANGE 18 EAST

SOUTH LINE OF SECTION 24,
TOWNSHIP 36 SOUTH, RANGE 18 EAST

SCALE: 1"=40'



HONORE AVENUE
(VARIABLE WIDTH PUBLIC RIGHT-OF-WAY)

WEST LINE OF SECTION 24,
TOWNSHIP 36 SOUTH, RANGE 18 EAST

FOR CONTINUATION SEE ABOVE

PROPOSED STREET
LIGHT EASEMENT

PROPOSED
RIGHT-OF-WAY
N00°21'10"E 12.00'
S89°38'50"E 1.87'
N89°38'50"W 1.87'

(BEARING BASIS)
N00°21'10"E

N00°21'10"E 439.44'

N00°21'10"E 101.73'

EAST RIGHT-OF-WAY
R.P.BK.3, P.46

PROPOSED TEMPORARY
CONSTRUCTION EASEMENT

FRUITVILLE ELEMENTARY SCHOOL
P.I.D.#0047-13-0005
O.R.BK.95, P.101
O.R.BK.3044, P.1966
O.R.I.#2003101456

NOTES:

- UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER, THIS SKETCH, DRAWING, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY.
- BEARINGS SHOWN HEREON ARE RELATIVE TO THE WEST LINE OF SECTION 24, TOWNSHIP 36 SOUTH, RANGE 18 EAST, BEING N.00°21'10"E.
- THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
- INFORMATION SHOWN WAS TAKEN FROM THE RECORD PLAT AND OWNERSHIP & ENCUMBRANCE REPORTS AS PROVIDED BY SARASOTA COUNTY.

LEGEND:
O.R.BK. = OFFICIAL RECORD BOOK
P. = PAGE
O.R.I.# = OFFICIAL RECORD INSTRUMENT NUMBER
P.B. = PLAT BOOK

SAWGRASS ROAD
(51.62' WIDE PUBLIC RIGHT-OF-WAY)

PROPOSED
RIGHT-OF-WAY
S07°43'10"E (RADIAL)
N00°57'40"E 7.83'
S00°57'40"W 8.69'
S89°02'20"E 1.00' SOUTH RIGHT-OF-WAY
O.R.BK.3044, P.1966

This is NOT a Survey

Aug 21, 2009 - 11:10:50

HOUFOUR[X:\SUR\S8015\001-Fruit_Beer\08-Sketch & Desc\SM-S8015-001-K07.dwg

WilsonMiller

Planners - Engineers - Ecologists - Surveyors - Landscape Architects - Transportation Consultants
WilsonMiller, Inc.

TITLE:

**SLOPE EASEMENT
HONORE AVENUE, PN#85763**

CLIENT:

SARASOTA COUNTY
1301 CATTLEMEN ROAD
SARASOTA, FLORIDA 34232

PARCEL 429.02

SECTIONS 24 & 25, TOWNSHIP 36 SOUTH, RANGE 18 EAST

| | | | | | | | | | | | | | |
|--------------|----------|----------|---------|-------------|----------------|-----------------|-------------------|---------|---------------|-------|---------------|-----------------|-----------|
| ACTIVITY | INITIALS | EMP. NO. | DATE | FIELD BOOK: | SEC: TWP: RGE: | VERTICAL SCALE: | HORIZONTAL SCALE: | DATE: | PROJECT NO.: | TASK: | SHEET NUMBER: | DRAWING NUMBER: | REVISION: |
| COMPUTED BY: | JWB | 1051 | 8/11/09 | PAGE: | 24&25-36S-18E | N/A | 1" = 40' | 8/11/09 | S8015-001-000 | 00320 | 1 of 2 | A-S8015-001-011 | |

Sec/Twp/Rng 24/36S/18E
PID #0047-13-0005
Parcel # 429.03A&B
Project # 85763

This Temporary Construction Easement, made this _____ day of _____, 2009, by and between **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**, a body corporate under the laws of the State of Florida, whose mailing address is 1960 Landings Blvd., Sarasota, FL 34231-3331, hereinafter referred to as Grantor, and **SARASOTA COUNTY** a political subdivision of the State of Florida, whose mailing address is P.O. Box 8, Sarasota, FL 34230, hereinafter referred to as Grantee.

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations paid, the receipt of which is hereby acknowledged, does hereby grant, and deliver unto the Grantee, its successors and assigns, a Temporary Construction Easement for the purpose of modifying the elevation with the right to construct drainage facilities, grade, excavate and/or add fill material to the easement area to connect the existing driveway and the right of ingress and egress; in, over and upon the following described land of the Grantor, to wit:

See Exhibit "A" consisting of two pages attached hereto and made a part hereof

SUBJECT TO covenants, restrictions, easements of record and taxes for the current year. It is understood and agreed by the parties hereto that this Temporary Construction Easement shall terminate and become null and void after the earlier of the following two dates: (a) the date after (i) completion of the Honore Ave – Bee Ridge to Fruitville Project 85763 and (ii) the recording of a Termination of Temporary Construction Easement; or (b) January 1, 2013.

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 following covenants and conditions which Grantee, by its acceptance and recordation of this instrument, 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 property.
3. To limit the use of such easement to the purposes provided for herein.
4. To 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. To use diligence in making excavations or other repairs and, after the completion of any construction or maintenance, to restore the property to its former condition, including, but not limited to, returning the ground to the original grade, returning any pavement removed or damaged to its prior composition and condition, and replacing any grass or ground cover disturbed by such work.

EXHIBIT 1

6. To 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. To indemnify and hold Grantor harmless from any and all claims for the payment of any compensation or damages resulting from the use by Grantee of the easement, to the extent permitted by law; provided, however, that this indemnification shall not extend to any portion of any compensation or damages caused by either the sole or contributory negligence of Grantor.

8. To 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.

Grantor covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to grant this easement and shall take no action to interfere with the Grantee's lawful use of said easement; that the Grantor hereby fully warrants the easement being granted and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name by its duly authorized officers, the day and year first above written.

Signed and Sealed in the presence of two witnesses

The School Board of Sarasota County, Florida,

First Witness
Print Name _____

By: _____ **Exhibit Copy Only
Not To Be Executed**
CAROLINE ZUCKER
As: Chairman

Second Witness
Print Name _____

continued next page

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by **Caroline Zucker**, as Chairman of THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, on behalf of the School Board. The above-named person is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public

**Exhibit Copy Only
Not To Be Executed**

Print Name

Commission No.

Expiration Date

APPROVED FOR LEGAL CONTENT

Date: _____

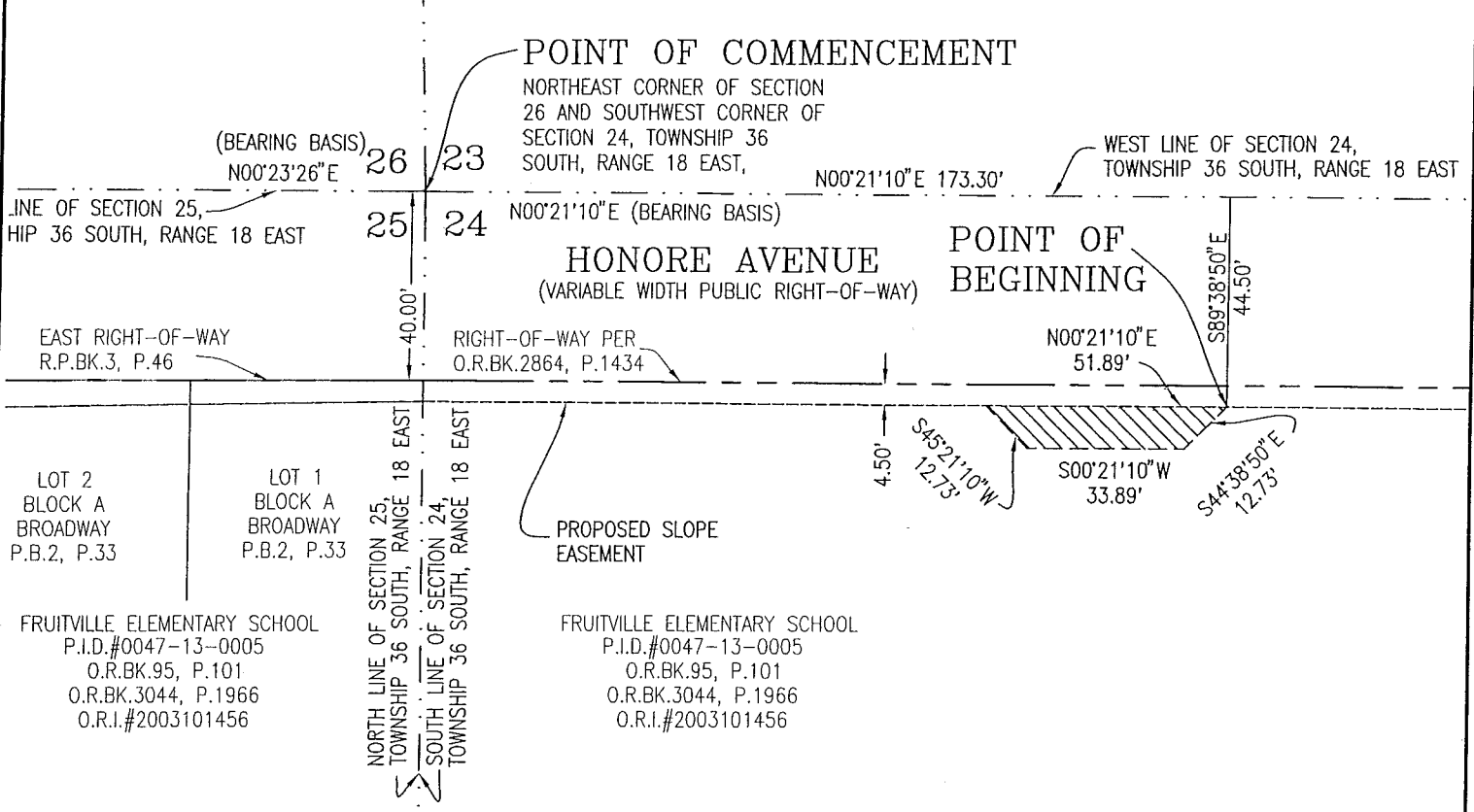
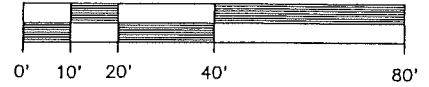
ATTORNEYS FOR THE SCHOOL BOARD
OF SARASOTA COUNTY

BY: _____

Jeffrey A. Grebe, Esq.
Williams, Parker, Harrison, Dietz & Getzen
200 S. Orange Avenue
Sarasota, FL 34236

LEGEND:
 O.R.BK. = OFFICIAL RECORD BOOK
 P. = PAGE
 O.R.I.# = OFFICIAL RECORD INSTRUMENT NUMBER
 P.B. = PLAT BOOK

SCALE: 1"=40'



A strip of land lying in Section 24, Township 36 South, Range 18 East, Sarasota County, Florida and described as follows:

Commence at the southwest corner of said Section 24; thence N.00°21'10"E., along the west line of said Section 24, a distance of 173.30 feet; thence S.89°38'50"E., a distance of 44.50 feet to the POINT OF BEGINNING; thence S.44°38'50"E., a distance of 12.73 feet; thence S.00°21'10"W., a distance of 33.89 feet; thence S.45°21'10"W., a distance of 12.73 feet; thence N.00°21'10"E., a distance of 51.89 feet to the POINT OF BEGINNING.

Containing 387 square feet, more or less.

- NOTES:
- UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER, THIS SKETCH, DRAWING, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY.
 - BEARINGS SHOWN HEREON ARE RELATIVE TO THE WEST LINE OF SECTION 24, TOWNSHIP 36 SOUTH, RANGE 18 EAST, BEING N.00°21'10"E.
 - THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
 - INFORMATION SHOWN WAS TAKEN FROM THE RECORD PLAT AND OWNERSHIP & ENCUMBRANCE REPORTS AS PROVIDED BY SARASOTA COUNTY.

Jennie W. Brannon 8/26/09
 Jennie W. Brannon, P.S.M. Date of Signature
 Florida Registration No. 5041

This is NOT a Survey Aug 26, 2009 - 08:16:02 JBRANNON\X:\SUR\S8015\001-Fruit_BeeR\08-Sketch & Desc\SM-S8015-001-K07.dwg

| | | | | | | | | | | | | | |
|--|----------|----------|---------|--|----------------|-----------------|-------------------|--|---------------|-------|---------------|------------------|-----------|
| <p>Planners • Engineers • Ecologists • Surveyors • Landscape Architects • Transportation Consultants Wilson Miller, Inc. <small>9000 Professional Parkway East, Suite 100 • Sarasota, Florida 34240-5464 • Phone 941-557-6900 • Fax 941-557-6910 • Web Site www.wilsonmiller.com</small></p> | | | | TITLE: TEMPORARY CONSTRUCTION EASEMENT HONORE AVENUE, PN#85763 PARCEL 429.03A SECTIONS 24 & 25, TOWNSHIP 36 SOUTH, RANGE 18 EAST | | | | CLIENT: SARASOTA COUNTY 1301 CATTLEMEN ROAD SARASOTA, FLORIDA 34232 | | | | | |
| ACTIVITY | INITIALS | EMP. NO. | DATE | FIELD BOOK: | SEC. TWP. RGE: | VERTICAL SCALE: | HORIZONTAL SCALE: | DATE: | PROJECT NO.: | TASK: | SHEET NUMBER: | DRAWING NUMBER: | REVISION: |
| COMPUTED BY: | 1051 | 1051 | 8/11/09 | PAGE: | 24&25-36S-18E | N/A | 1" = 40' | 8/11/09 | S8015-001-000 | 00320 | 1 of 1 | A-S8015-001-012e | |

Sec/Twp/Rng 24/36S/18E
PID #0047-13-0005
Parcel # 429.10
Project # 85763

This Street Lighting Easement, made this _____ day _____, of 2009, by and between **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**, a body corporate under the laws of the State of Florida, whose mailing address is 1960 Landings Blvd., Sarasota, FL 34231-3331, hereinafter referred to as Grantor, and **SARASOTA COUNTY**, a political subdivision of the State of Florida, whose mailing address is P.O. Box 8, Sarasota, FL 34230, hereinafter referred to as Grantee.

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations paid, the receipt of which is hereby acknowledged, does hereby grant, and deliver unto the Grantee, its successors and assigns, a nonexclusive Street Lighting Easement for the purpose of constructing, installing, maintaining, operating, repairing and replacing a street light and appurtenant equipment with the right to reconstruct, improve, add to, enlarge and remove such facilities and equipment and the right of ingress and egress; in, over and upon the following described land of the Grantor, to wit:

See Exhibit "A" attached hereto and made a part hereof

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 following covenants and conditions which Grantee, by its acceptance and recordation of this instrument, 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 property.
3. To limit the use of such easement to the purposes provided for herein.
4. To 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. To use diligence in making excavations or other repairs and, after the completion of any construction or maintenance, to restore the property to its former condition, including, but not limited to, returning the ground to the original grade, returning any pavement removed or damaged to its prior composition and condition, and replacing any grass or ground cover disturbed by such work.
6. To 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.

EXHIBIT 1

7. To indemnify and hold Grantor harmless from any and all claims for the payment of any compensation or damages resulting from the use by Grantee of the easement, to the extent permitted by law; provided, however, that this indemnification shall not extend to any portion of any compensation or damages caused by either the sole or contributory negligence of Grantor.

8. To 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.

Grantor covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to grant this easement and shall take no action to interfere with the Grantee's lawful use of said easement; that the Grantor hereby fully warrants the easement being granted and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name by it's duly authorized officers, the day and year first above written.

Signed and Sealed in the presence of two witnesses

**The School Board of Sarasota County,
Florida**

First Witness
Print Name _____

By: _____ **Exhibit Copy Only
Not To Be Executed**
CAROLINE ZUCKER
As Chairman

Second Witness
Print Name _____

continued next page

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by **Caroline Zucker**, as Chairman of THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, on behalf of the School Board. The above-named person is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public **Exhibit Copy Only
Not To Be Executed**

Print Name _____

Commission No. _____

Expiration Date _____

APPROVED FOR LEGAL CONTENT
Date: _____

ATTORNEYS FOR THE SCHOOL BOARD
OF SARASOTA COUNTY

BY: _____
Jeffrey A. Grebe, Esq.
Williams, Parker, Harrison, Dietz & Getzen
200 S. Orange Avenue
Sarasota, FL 34236

