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.

This area intentionally left blank

Received

DEC 0 3 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

By:

First Witness
Print Name:

SHIRLEY BROWN As Chairman

Second Witness
Print Name:

"County"

SARASOTA COUNTY, a political Subdivision of the State of Florida

By: _____

Nancy Phelps As: Right-of-Way Agent

Witness
Print Name:

Witness
Print Name: _____

APPROVED FOR LEGAL CONTENT Date: <u>11-23-09</u>

ATTORNEYS FOR THE SCHOOL BOARD OF SARASOTA COUNTY

Jeffrey A. Grobe, Esquire BY(Anno

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

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

By:

CAROLINE ZUCKER As Chairman

First Witness Print Name:

Second Witness Print Name:

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)

	Only .
Notary Public	Exhibit Copy Only Not To Be Executed
Print Name	140
Commission No.:	
Expiration Date: _	

APPROVED FOR LEGAL CONTENT Date:_____

ATTORNEYS FOR THE SCHOOL BOARD OF SARASOTA COUNTY

BY:



	ers - Ecologist	• Sunejani Wileoni	Miller, Inc.	Machine Consideration and Machine Transportation Consideration 2000 - Fiz. 547-507 - 500 - Web-Sie servationale co	TITLE:	Р	ARCEL	429.00			1301	SOTA COUNT CATILEMEN ROAD DTA, FLORIDA 34232	
COMPUTED BY:	1051	1051	8/11/09	FIELD BOOK:	SEC: TWP: RGE:	VERICAL SCALE:	HORIZONTAL SCALE:	DATE:	PROJECT NO .:	TASK:	SHEET NUMBER:	DRAWING NUMBER:	REMISION
DRAWN BY:	JWB	JWB	8/11/09	PAGE:	24&25-36S-18E	N/A	1"= 40'	8/11/09	S8015-001-000	00320	1 or 1	A-S8015-001-010+	



Containing 23 square feet, more or less.

JWB

8/11/09

RAWN BY

NOTES 1. 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. 2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE WEST LINE OF SECTION 24, TOWNSHIP 36 SOUTH, RANGE 18 nne W.L ennie W. Brannon, P.S.M. FAST REING N 00'21'10"F. 3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY. Florida Registration No. 5041 4. INFORMATION SHOW WAS TAKEN FROM THE RECORD PLAT AND OWNERSHIP & ENCUMBRANCE REPORTS AS PROVIDED BY SARASOTA COUNTY. This is NOT a Survey Aug 26, 2009 - 08:15:01 JBRANNON|X:\SUR\S8015\001-Fruit_BeeR\08-Sketch & Desc\SM-S8015-001-K07.dwg Martine in - R Ibillo-compe der, he. - Certicale af Auberhalten Hil TITLE: CUENT: ler FEE SIMPLE HONORE AVENUE, PN#85763 SARASOTA COUNTY va - Landscane Archite 1301 CATTLEMEN ROAD SARASOTA, FLORIDA 34232 PARCEL 429.00B Wilson Miller, Inc. 34240-844 + Phone 948-907-8900 SECTIONS 24 & 25, TOWNSHIP 36 SOUTH, RANGE 18 EAST ACTIVITY INITIALS EMP. NO. DATE 1051 1051 8/11/09 FIELD BOOK: COMPUTED BY

1"= 40'

8/11/09 \$8015-001-000 00320

A-S8015-001-0104

1 OF 1

N/A

24&25-36S-18E



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.

To perform all maintenance and repair work as expeditiously and with as little disruption as 6. possible to the land and improvements and activities thereon of Grantor, its successors and assigns.

To indemnify and hold Grantor harmless from any and all claims for the payment of any 7. 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.

To use the easement with due consideration for the rights of the property owners and other 8. 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.

By:

Signed and Sealed in the presence of two witnesses

The School Board of Sarasota County, Florida

First Witness Print Name

Second Witness Print Name

continued next page

Exhibit Copy Only To Be Executed CAROLINE ZUCKER As Chairman

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)

 Exhibit Copy Only

 Notary Public
 Not To Be Executed

Print Name Commission No. _____ Expiration Date _____

APPROVED FOR LEGAL CONTENT Date:

ATTORNEYS FOR THE SCHOOL BOARD OF SARASOTA COUNTY

BY:



EXHIBIT A

EXHIBIT 1

A strip of land in Lots 1 through 3, Block A, Broadway subdivision as recorded in Plat Book 2, Page 33, Public Records of Sarasota County, Florida, and a portion of Section 24, Township 36 South, Range 18 East, Sarasota County, Florida and described as follows:

Commence at the intersection of the east right-of-way line of Honore Avenue (variable width public right-of-way) as recorded in Road Plat Book 3, Page 46, said Public Records and the north right-of-way line of Potter Street (50.00 foot wide platted public right-of-way); thence N.00'01'46"E., along said east right-of-way line, a distance of 16.46 feet to the POINT OF BEGINNING; thence continue N.00'01'46"E., along said east right-of-way line, a distance of 132.49 feet; thence N.00'21'10"E.. continuing along said east right-of-way line, a distance of 439.44 feet; thence S.89'38'50"E., a distance of 1.87 feet; thence N.00'21'10"E., a distance of 12.00 feet; thence N.89'38'50"W., a distance of 1.87 feet to a point on said east right-of-way line of Honore Avenue; thence N.00'21'10"E., along said east right-of-way line, a distance of 101.73 feet; thence S.89'38'50"E., a distance of 2.87 feet to the point of curvature of a non tangent curve to the right, of which the radius point lies S.89'38'50"E., a radial distance of 135.00 feet; thence northerly along the arc of said curve, through a central angle of 11'44'22", a distance of 27.66 feet to a point of compound curvature of a curve to the right having a radius of 30.00 feet and a central anale of 55'44'47": thence northeasterly along the arc of said curve, a distance of 29.19 feet to a point of compound curvature of a curve to the right having a radius of 185.00 feet and a central angle of 14'10'34"; thence easterly along the arc of said curve, a distance of 45.77 feet to the end of said curve; thence N.00'57'40"E., a distance of 7.83 feet to a point on the south right-of-way line of Sawgrass Road (51.62 foot wide public right-of-way) as recorded in Official Record Book 3044, Page 1966, said Public Records; thence S.89'02'20"E., along said south right-of-way line, a distance of 1.00 feet; thence S.00'57'40"W., a distance of 8.69 feet to the point of curvature of a non tangent curve to the left, of which the radius point lies S.07'43'10"E., a radial distance of 184.00 feet; thence westerly along the arc of said curve, through a central angle of 14'26'32", a distance of 46.38 feet to a point of compound curvature of a curve to the left having a radius of 29.00 feet and a central angle of 55'44'47"; thence southwesterly along the arc of said curve, a distance of 28.22 feet to a point of compound curvature of a curve to the left having a radius of 134.00 feet and a central angle of 06'11'11"; thence southerly along the arc of said curve, a distance of 14.47 feet to the end of said curve; thence S.00'21'10"W., a distance of 113.32 feet; thence S.44'38'50"E., a distance of 1.94 feet; thence S.00'21'10"W., a distance of 12.00 feet; thence S.45'21'10"W., a distance of 1.94 feet; thence S.00'21'10"W., a distance of 437.96 feet; thence S.00'41'58"E., a distance of 127.58 feet; thence S.00°01'46"W., a distance of 5.03 feet to the point of curvature of a non tangent curve to the left, of which the radius point lies S.89'38'51"E., a radial distance of 15.00 feet; thence southeasterly along the arc of said curve, through a central angle of 56'17'58", a distance of 14.74 feet to the end of said curve; thence S.89'37'39"E., a distance of 17.26 feet; thence S.00'23'26"W., a distance of 4.01 feet to a point on the above mentioned north right-of-way line of Potter Street; thence N.89'36'34"W., along said north right-of-way line, a distance of 20.27 feet to the point of curvature of a non tangent curve to the right, of which the radius point lies N.34'52'46"E., a radial distance of 20.00 feet; thence northwesterly along the arc of said curve, through a central angle of 55'28'24", a distance of 19.36 feet to the end of said curve; thence N.89'58'14"W., a distance of 1.12 feet to the POINT OF BEGINNING.

	CURVE TABLE								
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BRG.				
C3	135.00'	11°44'22"	27.66'	27.61'	N06'13'20"E				
C4	30.00'	55*44'47"	29.19'	28.05'	N39'57'54"E				
C5	185.00'	14°10'34"	45.77'	45.66'	N74°55'35"E				
C6	184.00'	14°26'32"	46.38'	46.26'	S75'03'34"W				
C7	29.00'	55°44'47"	28.22'	27.12'	S39'57'54"W				
C8	134.00'	6.11.11"	14.47'	14.46'	S08'59'56"W				
C9	15.00'	56 17 58"	14.74'	14.15'	S27°47'49"E				

Containing 3,470 square feet, more or less.

Ennie W. Blann 8/20 nnie W. Brannon, P.S.M.

Florida Registration No. 5041

8/26/09

ate of Signature

This is NOT a Survey

WilsonMiller Person - Explorer - Enderlie - Screen - Laderse Active - Transaction Conducts				Ma TITLE:	TITLE: SLOPE EASEMENT HONORE AVENUE, PN#85763						CLIENT: SARASOTA COUNTY			
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COMPUTED BY:	1051	1051	8/11/09	FIELD BOOK:		VERTICAL SCALE:	HORIZONTAL SCALE:	DATE:	PROJECT NO .:	TASK:	SHEET NUMBER:	DRAWING NUMBER:	REMSION:	
DRAWN BY:	JWB	JWB	8/11/09	PAGE:	24&25-36S-18E	N/A	1"= 40'	8/11/09	S8015-001-000	00320) 2 of 2	A-S8015-001-011A		

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 # 429.03A&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 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

By:

As: Chairman

CAROLINE ZUCKER

First Witness Print Name

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:





This is NOT a Survey Aug 26, 2009	– 08:16:23 JE	RANNON X:\SUR\S8	015\001-Frui	it_BeeR\08-Sk	etch &	C Desc∖SM-S	8015-001-K	.07.dw
WIISQIIMIIIEI Perneri • Ergineri • Ergineri • Endegin • Antegor • Landecepe Architeck • Transportation Consultante WilsonMiller, Inc.		PORARY CONSTI HONORE AVEN PARCEL	UE, PN#88	5763	c	1301	SOTA COUNT CATILEMEN ROAD TA, FLORIDA 34232	-
6000 Protoniznal Partney Eud, 0.46 00 - Sarranda, Planta 342407-661 - Phone 947-607-600 - Fax 947-907-600 - Web-Sile annumberomilie.com ACTIVITY INTRALS EMP, HO. DATE	SECTIONS 24	& 25, TOWNSHIP	36 SOUTH,	RANGE 18 EAS	ST			
COMPORED BIL	SEC: TWP: RGE: VERTICAL		DATE:	PROJECT NO .:	TASK:	SHEET NUMBER:	DRAWING NUMBER:	REVISION:
DRAWN BY: JWB JWB 8/11/09 PAGE:	24&25-36S-18E N	/A 1"= 40'	8/11/09	S8015-001-000	00320	1 of 1	A-S8015-001-0124	

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 # 429.10 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.

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

> Exhibit Copy Only Not To Be Executed

First Witness
Print Name

No CAROLINE ZUCKER

As Chairman

By:

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	Ex Not
•	NOL

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:



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 262.06 feet; thence S.89'38'50"E., a distance of 40.00 feet to the east right-of-way line of Honore Avenue (variable width public right-of-way) as recorded in Road Plat Book 3, Page 46, Public Records of Sarasota County, Florida for a POINT OF BEGINNING; thence S.89'38'50"E., a distance of 2.00 feet; thence S.00'21'10"W., a distance of 3.00 feet; thence N.89'38'50"W., a distance of 2.00 feet; thence solo feet to a point on the above mentioned east right-of-way line of Honore Avenue; thence N.00'21'10"E., along said east right-of-way line, a distance of 3.00 feet to the POINT OF BEGINNING.

Containing 6 square feet, more or less.

429.10B:

COMPUTED BY

AWN BY

1051

JW8

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 399.06 feet; thence S.89'38'50"E., a distance of 40.00 feet to the east right-of-way line of Honore Avenue (variable width public right-of-way) as recorded in Road Plat Book 3, Page 46, Public Records of Sarasota County, Florida for a POINT OF BEGINNING; thence N.00'21'10"E., along said east right-of-way line, a distance of 3.00 feet; thence S.89'38'50"E., a distance of 2.00 feet; thence S.00'21'10"W., a distance of 3.00 feet; thence N.89'38'50"W., a distance of 2.00 feet to the POINT OF BEGINNING.

Containing 6 square feet, more or less.

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FIELD BOOK

NOTES 1. 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. 2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE WEST LINE OF SECTION 24, TOWNSHIP 36 SOUTH, RANGE 18 Ennie W. Birnner EAST, BEING N.00'21'10"E. ennie W. Brannon, P.S.M. Date of Signature 3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY. Florida Registration No. 5041 4. INFORMATION SHOW WAS TAKEN FROM THE RECORD PLAT AND OWNERSHIP & ENCUMBRANCE REPORTS AS PROVIDED BY SARASOTA COUNTY. This is NOT a Survey JBRANNON|X:\SUR\S8015\001-Fruit_BeeR\08-Sketch & Desc\SM-S8015-001-K07.dwg Aug 26, 2009 - 08:16:47 Marine Sec - R (b) (o cance Sec, Sec - Carllink of Advertision 64) TITLE: STREET LIGHT EASEMENT CLIENT: HONORE AVENUE, PN#85763 SARASOTA COUNTY ans - Landacape An 1301 CATTLEMEN ROAD SARASOTA, FLORIDA 34232 WilsonWiller, Inc. PARCEL 429.10A & B # 34240-84H • Phone 94-9 SECTIONS 24 & 25, TOWNSHIP 36 SOUTH, RANGE 18 EAST CTIVITY INITIALS ENP. NO. DATE

1"= 40'

8/11/09

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1 OF 1

A-S8015-001-0134

N/A

24&25-36S-18E