

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

EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____ 2014 by and between **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**, a body politic under the laws of the State of Florida (the "Board"), and **WCI COMMUNITIES, LLC**, a Delaware limited liability company ("WCI") (collectively, the Board and WCI may be referred to as "the Parties").

RECITALS:

A. WCI is the owner and successor developer of certain lands within the Sarasota National residential subdivision, situated on U.S. 41 and within unincorporated Sarasota County, Florida, pursuant to a Special Warranty Deed recorded in Official Records Instrument # 2013059208, Public Records of Sarasota County, Florida ("Sarasota National").

B. Sarasota National is the subject of certain Sarasota County entitlements, including a Development of Critical Concern Development Order memorialized in Sarasota County Ordinance No. 2004-014 ("the Development Order").

C. The Development Order, Condition J.1, called for the developer of Sarasota National to convey to the Board certain parcels depicted on Sarasota National's Development Concept Plan, included within the Development Order, which lands are contiguous to the Board's Taylor Ranch Elementary School campus. Such lands were conveyed by Quit Claim Deed recorded in Official Records Instrument # 2006176550, Public Records of Sarasota County, Florida ("the Board Lands").

D. The Development Order, Condition G.3, further called for a direct interconnection to be provided from Sarasota National to the lands dedicated to the Board as described in Recital C, above, so as to allow students living within Sarasota National to have access to and from the Board's lands without having to travel on U.S. 41 and the existing public roadway network.

E. WCI is now developing that portion of Sarasota National which is contiguous to the Board's Lands with residential lots, internal roads and other infrastructure, including the internal connection to the Board's Lands called for by Condition G.3 of the Development Order, as depicted upon a concurrent Construction Plans/Preliminary Subdivision Plan Application filed with Sarasota County (Application No. 14-126721-DS) and approved on July 30, 2014 ("County Plan Approval").

F. The Parties desire to enter this Agreement to create the necessary easement over that portion of the Board Lands described in Exhibit "A," attached hereto and made a part hereof ("Easement Area"), in favor of WCI to facilitate the internal connection and related improvements, comply with County land development regulations and permitting requirements, and establish the Parties' rights and obligations with regard to Easement Area and improvements to be constructed therein.

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

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

2. Grant of Easement. The Board grants to WCI an irrevocable, nonexclusive and perpetual easement over, under, and across the Easement Area for the following purposes:

- a. the construction and maintenance of roadway improvements to include a cul-de-sac and sidewalk to accommodate vehicular, bicycle and pedestrian traffic traveling between Sarasota National and the Board Lands, with the right of ingress and egress over such roadway improvements;
- b. the installation of street lighting to illuminate the cul-de-sac and sidewalk;
- c. the construction of gutters, pipes, and other similar improvements to accommodate the stormwater drainage emanating from the improvements within the Easement Area to the stormwater management facility within Sarasota National;
- d. the installation of berms, sod, and landscaping along the common boundary of the Board Lands and Sarasota National;
- e. the installation of irrigation to serve the sod and landscaping described in Section 2.d, above; and
- f. the construction of underground public utilities, including potable water, wastewater, reuse water, telephone, television cable and electrical facilities.

Attached as hereto as Exhibit "B" is a graphic identifying the location of the cul-de-sac, sidewalk, berms, sod and landscaping improvements within the Easement Area consistent with the County Plan Approval. The improvements described in Sections 2.a through 2.f, above, shall be constructed consistent with Exhibit "B" and the County Plan Approval.

3. Grant of Easements Only. The Parties are not hereby conveying any land or title thereto, but merely are granting the rights and easements created by this Agreement. The Parties

reserve all right, title, interest and privilege in and to their respective properties for all purposes not inconsistent with the easements and uses described in this Agreement.

4. Dedication of Public Improvements. The Board agrees and consents to the public utility facilities constructed within the Easement Area being dedicated and turned over for ownership to Sarasota County and other utility providers, together with the dedication of the Easement Area for the purpose of providing Sarasota County and other utility providers with access and the right to construct, repair, replace, and maintain such utility facilities.

5. Maintenance of Other Improvements. All improvements constructed within the Easement Area by WCI not dedicated to Sarasota County or other utility providers shall be maintained by WCI. Consistent with this obligation, WCI shall have an access easement over the Easement Area for constructing, repairing, replacing, and maintaining such improvements.

6. Indemnification. WCI agrees to indemnify and hold the Board harmless from any and all claims for the payment of any compensation or damages, including costs and attorneys' fees, resulting from the negligence of WCI or any of its employees or agents in either the construction of the improvements within the Easement Area or maintenance of all such improvements not dedicated to Sarasota County or other utility providers. Nothing in this Easement Agreement is intended to waive any sovereign immunity to which the Board may be entitled under Florida law.

7. Binding Effect. The provisions hereof shall bind and inure to the benefit of the Parties and their respective successors and assigns. WCI shall have the right to assign its rights and obligations set forth herein to Sarasota National Master Association, Inc., a Florida not-for-profit corporation, or other owners' association organized in connection with the development of Sarasota National, in which event such owners' association shall assume all such obligations and be entitled to enforce the benefits accruing to WCI under the terms of this Agreement. From and after such assignment and assumption by such owners association, WCI shall thereafter be released from all obligations arising hereunder.

8. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida. The venue of any action brought to enforce or construe this Agreement shall be Sarasota County, Florida.

(Intentionally left blank)

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement by their respective undersigned, duly authorized officers as of the date first above written.

WITNESSES:

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate under the laws of the State of Florida

Signature of Witness

Print Name of Witness

Signature of Witness

Print Name of Witness

By: _____
Jane Goodwin, as its Chair

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this ____ day of _____ 2014 by Jane Goodwin, as Chair of **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**, a body corporate under the laws of the State of Florida. The above-named person 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 _____.

APPROVED FOR LEGAL CONTENT

Date: October 27, 2014

ATTORNEYS FOR THE SCHOOL BOARD
OF SARASOTA COUNTY

By:  _____

Arthur S. Hardy
Matthews, Eastmoore, Hardy, Crauwels & Garcia, P.A.
1626 Ringling Boulevard, Suite 300
Sarasota, Florida 34236

WCI Communities, LLC,
a Delaware limited liability company

Signature of Witness

Print Name of Witness

Signature of Witness

Print Name of Witness

By: _____
Richard L. Barber,
as its Vice President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ 2014 by Richard L. Barber, as Vice President of **WCI Communities, LLC**, a Delaware limited liability corporation, on behalf of the corporation. The above-named person 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

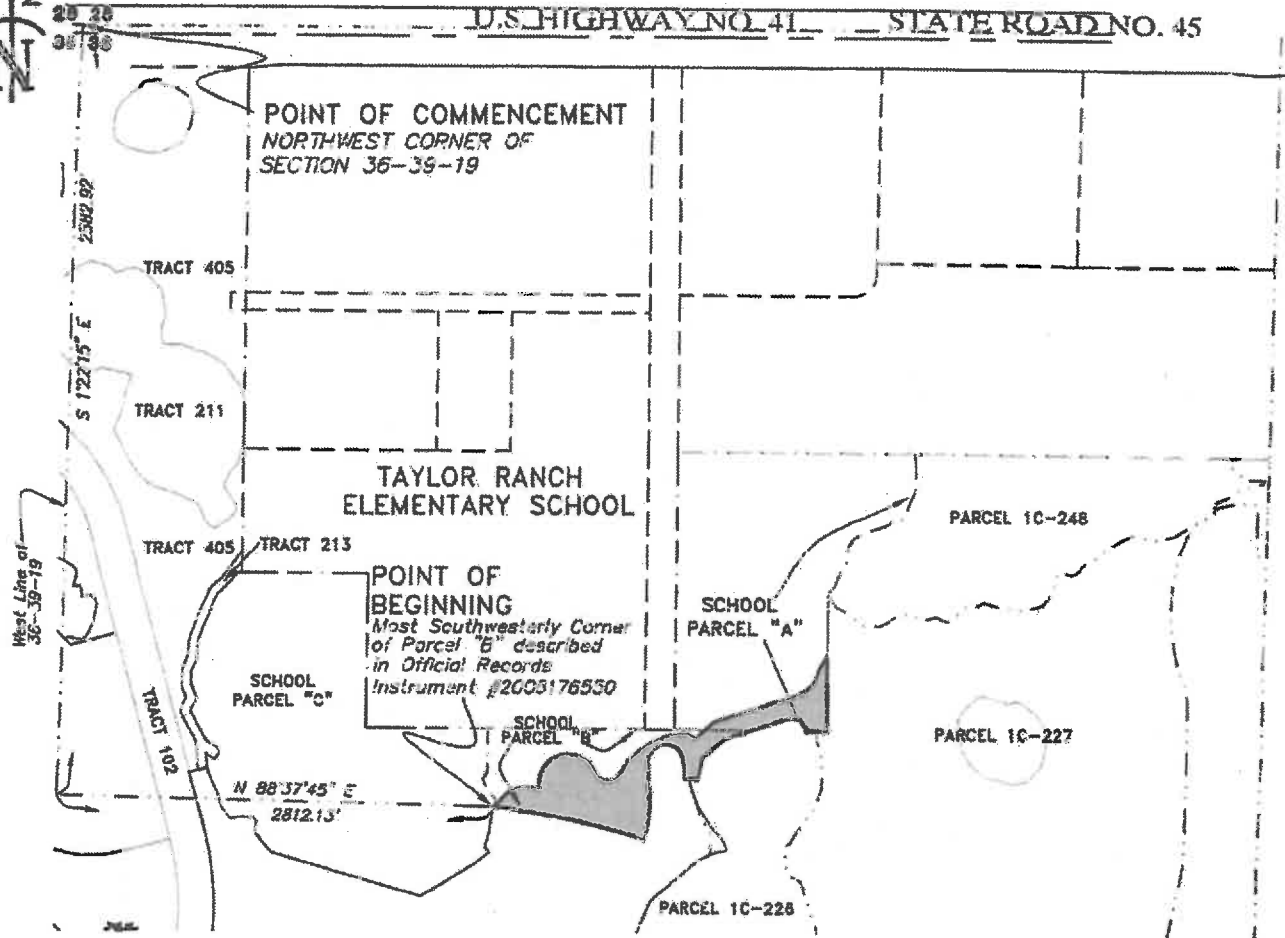
I am a Notary Public of the State of Florida,
and my commission expires on _____.

SKETCH OF DESCRIPTION

SHEET 1 OF 4

EASEMENT "A" - TAYLOR RANCH ELEMENTARY SCHOOL
LYING IN SECTION 35, TOWNSHIP 39 SOUTH, RANGE 19 EAST
SARASOTA COUNTY FLORIDA.

NOT TO SCALE



Randall E. Britt

Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979

Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal

PREPARED FOR:
WCI - Sarasota National

DATE: 7-29-11
JOB NUMBER: 14-08-09



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638

806 Cypress Avenue Venice Florida 342
Telephone: (941) 493-1386 Fax: (941) 484-
Email: bai@brittsurveying.com

ALL-STATE LEGAL
EXHIBIT
"A"
24 PAGES

SKETCH OF DESCRIPTION

SHEET 2 OF 4

EASEMENT "TRE-A"

LYING IN SECTION 35, TOWNSHIP 39 SOUTH, RANGE 19 EAST
SARASOTA COUNTY FLORIDA.

DESCRIPTION:

A parcel of land lying in Section 36, Township 39 South, Range 19 East, Sarasota County, Florida, described as follows:

COMMENCE at the Northwest corner of Section 36, Township 39 South, Range 19 East, Sarasota County, Florida; thence S. 01°22'15" E., along the West line of said Section 35, Township 39 South, Range 19 East a distance of 2582.92 feet; thence N.88°37'45"E., perpendicular to said West line of Section 36, a distance of 2812.13 feet to the most southwesterly corner of Parcel "B", described in Official Records Instrument # 2006176550, of the Public Records of Sarasota County, Florida, for the POINT OF BEGINNING; Thence along the boundary line of said Parcel "B" the following ten (10) courses: (1) thence with a curve to the left, having: a radius of 2957.82 feet, a central angle of 09°58'31", a chord bearing of S.78°06'37"E., a chord length of 516.05 feet, along the arc of said curve an arc length of 516.71 feet to a point on a reverse curve to the right, having: a radius of 340.00 feet, a central angle of 22°20'22", a chord bearing of N.08°20'29"E., a chord length of 131.73 feet; (2) thence along the arc of said curve, an arc length of 132.56 feet; (3) thence N.02°49'42"W. a distance of 127.69 feet to a point on a curve to the left, having: a radius of 59.00 feet, a central angle of 180°00'00", a chord bearing of N.87°10'18"E., a chord length of 120.00 feet; (4) thence along the arc of said curve, an arc length of 188.50 feet; (5) thence S.02°49'42"E., a distance of 60.97 feet; (6) thence N.87°10'18"E., a distance of 47.93 feet; (7) thence N.12°39'54"E., a distance of 72.63 feet; (8) thence N.49°01'33"E., a distance of 54.66 feet; (9) thence N.46°17'00"E., a distance of 40.16 feet; (10) thence N.71°54'19"E., a distance of 91.93 feet to a point on the boundary line of Parcel "A" described in Official Records Instrument # 2006176550, of the Public Records of Sarasota County, Florida; thence along said boundary line of Parcel "A" the following seven (7) courses: (1) thence N.71°23'24"E., a distance of 102.51 feet; (2) thence N.73°05'18"E., a distance of 32.59 feet; (3) thence S.84°11'44"E., a distance of 33.39 feet; (4) thence S.37°08'06"E., a distance of 42.05 feet; (5) thence S.00°25'30"W., a distance of 6.37 feet; (6) thence S.89°39'01"E., a distance of 64.55 feet; (7) thence N.00°20'59"E., a distance of 255.56 feet to a point on a curve to the left, having: a radius of 346.99 feet, a central angle of 14°14'49", a chord bearing of S.25°36'25"W., a chord length of 86.06 feet; thence along the arc of said curve an arc length of 86.28 feet to a point on a reverse curve to the left, having: a radius of 100.00 feet, a central angle of 49°52'29", a chord bearing of S. 46°56'25" W., a chord length of 84.33 feet; thence along the arc of said curve, an arc length of 87.05 feet; thence S.71°52'39"W., a distance of 282.06 feet to a point on a curve to the right, having: a radius of 35.00 feet, a central angle of 24°00'16", a chord bearing of S.59°52'31"W., a chord length of 14.56 feet; thence along the arc of said curve, an arc length of 14.66 feet; thence S.47°52'23"W., a distance of 75.42 feet to a point on a curve to the right, having: a radius of 48.50 feet, a central angle of 48°07'12", a chord bearing of N.67°36'20"W., a chord length of 39.55 feet; thence along the arc of said curve an arc length of 40.73 feet to a point on a compound curve to the right, having: a radius of 258.04 feet, a central angle of 60°30'23", a chord bearing of S.58°04'52"W., a chord length of 260.01 feet; thence along the arc of said curve, an arc length of 272.50 feet to a point on a reverse curve to the left, having: a radius of 45.00 feet, a central angle of 131°14'54", a chord bearing of N. 86°32'52" W., a chord length of 81.98 feet; thence along the arc of said curve an arc length of 103.08 feet to a point on a reverse curve to the right, having: a radius of 98.08 feet, a central angle of 172°12'11", a chord bearing of S.72°58'30"W., a chord length of 195.71 feet; thence along the arc of said curve an arc length of 294.78 feet; thence N.80°29'42"W. a distance of 39.36 feet to a point on a curve to the right, having: a radius of 88.20 feet, a central angle of 58°49'15", a chord bearing of S. 69°16'11" W., a chord length of 86.63 feet; thence along the arc of said curve, an arc length of 90.55 feet; thence S.42°44'03"W., a distance of 49.33 feet to the POINT OF BEGINNING.

Parcel contains 139,392.1155 square feet 3.2000 acres more or less.

PREPARED FOR:
WCI - Sarasota National

DATE: 7-29-14

JOB NUMBER: 14-04-09



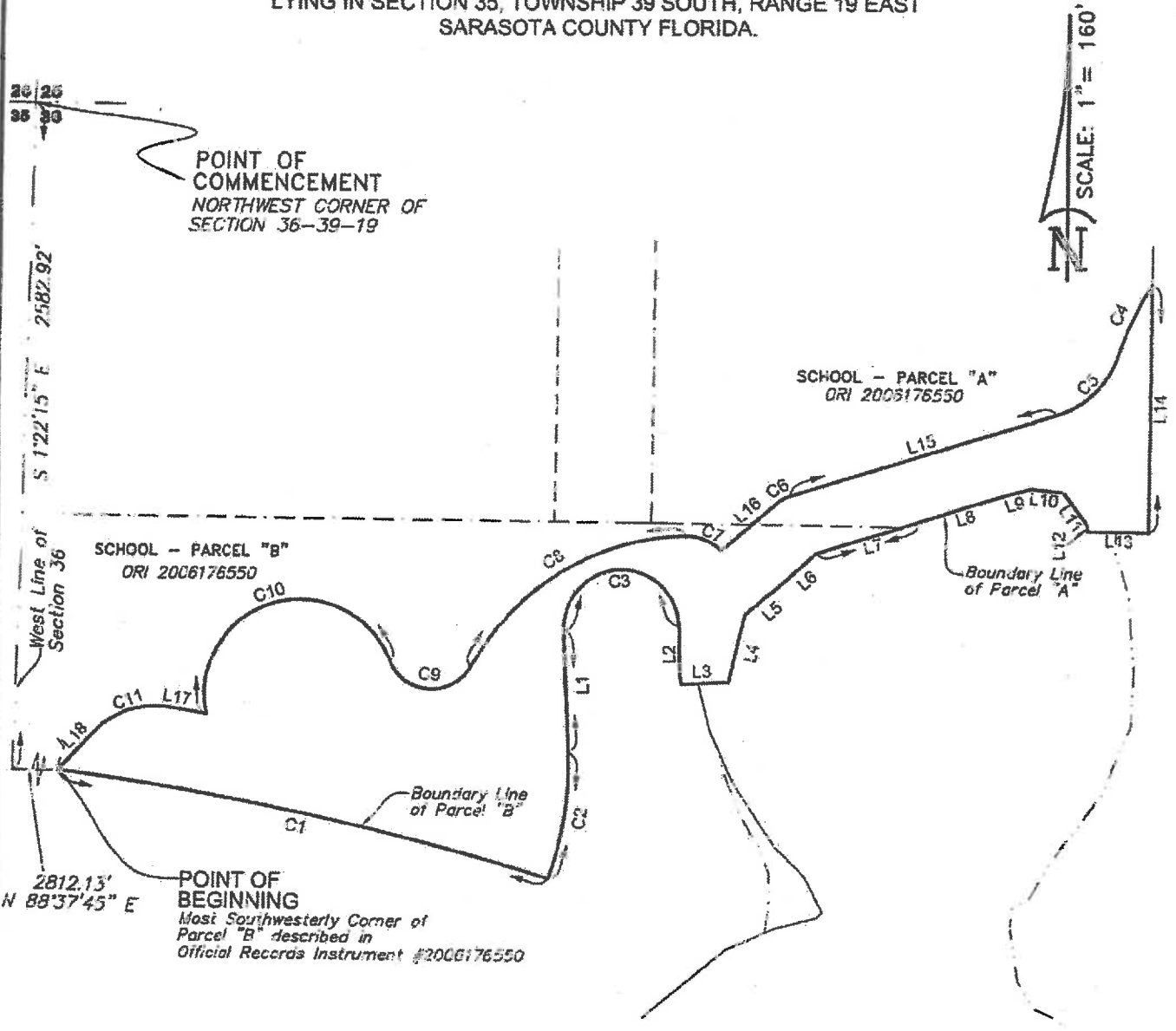
BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
608 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 491-5768
Email: bs1@brittsurveying.com

SKETCH OF DESCRIPTION

SHEET 3 OF 4

EASEMENT "A" - TAYLOR RANCH ELEMENTARY SCHOOL
 LYING IN SECTION 35, TOWNSHIP 39 SOUTH, RANGE 19 EAST
 SARASOTA COUNTY FLORIDA.



PREPARED FOR:
 WCI - Sarasota National

DATE: 7-29-14
 JOB NUMBER: 14-08-09



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION NO. L.B. 6633
 806 Cypress Avenue Venice Florida 34285
 Telephone: (941) 493-1395 Fax: (941) 484-5786
 Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION

SHEET 4 OF 4

EASEMENT "A" - TAYLOR RANCH ELEMENTARY SCHOOL
 LYING IN SECTION 35, TOWNSHIP 39 SOUTH, RANGE 19 EAST
 SARASOTA COUNTY FLORIDA.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 02°49'42" W	127.69'
L2	S 02°49'42" E	60.97'
L3	N 87°10'18" E	47.93'
L4	N 12°39'54" E	72.63'
L5	N 49°01'33" E	54.66'
L6	N 46°17'00" E	40.16'
L7	N 71°54'19" E	91.93'
L8	N 71°23'24" E	102.31'
L9	N 73°05'18" E	32.59'
L10	S 84°11'44" E	33.39'
L11	S 37°08'08" E	42.05'
L12	S 00°25'30" W	6.37'
L13	S 89°39'01" E	64.55'
L14	N 00°20'59" E	255.56'
L15	S 71°52'39" W	282.06'
L16	S 47°52'23" W	75.42'
L17	N 80°29'42" W	39.36'
L18	S 42°44'03" W	49.33'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	2967.82'	9°58'31"	S 78°06'37" E	516.05'	516.71'
C2	340.00'	22°20'22"	N 08°20'29" E	131.73'	132.56'
C3	60.00'	180°00'00"	N 87°10'18" E	120.00'	128.50'
C4	346.99'	14°14'49"	S 25°36'25" W	86.09'	86.28'
C5	100.00'	49°52'29"	S 46°56'23" W	84.33'	87.05'
C6	35.00'	24°00'16"	S 59°52'31" W	14.56'	14.66'
C7	48.50'	43°07'12"	N 67°36'20" W	39.55'	40.73'
C8	258.04'	60°30'23"	S 58°04'52" W	260.01'	272.50'
C9	45.00'	131°14'54"	N 86°32'52" W	81.98'	103.08'
C10	98.08'	172°12'11"	S 72°58'30" W	195.71'	294.78'
C11	88.20'	58°49'15"	S 69°16'11" W	86.63'	90.55'

PREPARED FOR:
WCI - Sarasota National

DATE: 7-29-14
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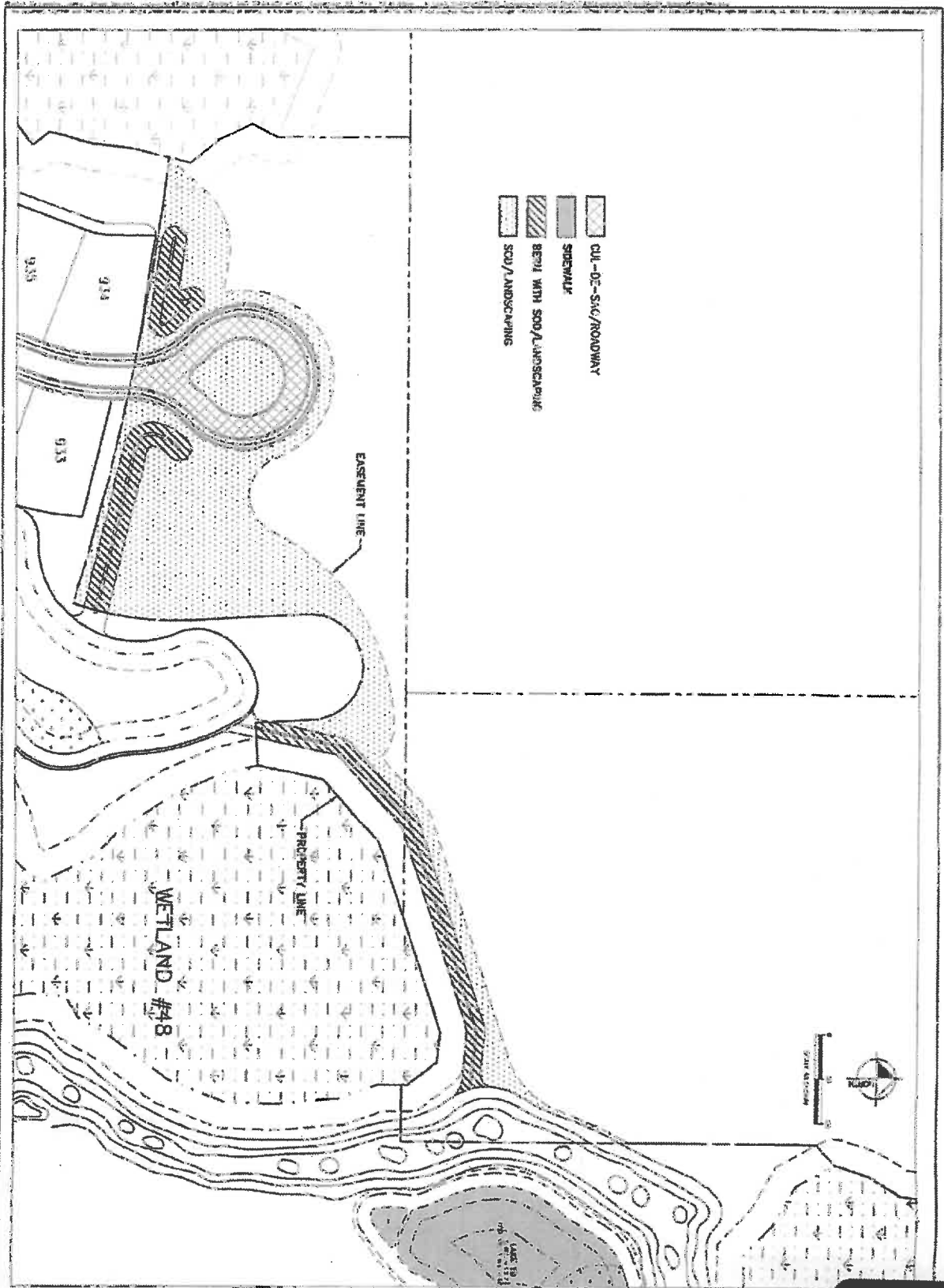


EXHIBIT
 SARASOTA NATIONAL
 PODS B C & BB
 PREPARED FOR
 WCI COMMUNITIES, LLC
 SARASOTA COUNTY FLORIDA

**SARASOTA NATIONAL
 SCHOOL PARCELS
 IMPROVEMENT PLAN**

DATE	08/11/2014
BY	ALB
CHECKED BY	ALB
DATE	08/11/2014
PROJECT NO.	
DATE	
BY	
CHECKED BY	
DATE	

Kimley»Horn
 A PROFESSIONAL ENGINEERING AND ARCHITECTURE FIRM
 1100 UNIVERSITY AVENUE, SUITE 200
 TAMPA, FLORIDA 33606
 TEL: 813.289.2200 FAX: 813.289.2201
 WWW.KIMLEYHORN.COM

NO.	
DATE	
BY	
CHECKED BY	
DATE	

EXHIBIT
 "B"
 ALL-STATE LEGAL