

**MINUTES EXCERPT OF THE REGULAR SARASOTA CITY COMMISSION MEETING OF OCTOBER 7, 2013**

**PRESENT:** Mayor Shannon Snyder, Vice Mayor Willie Shaw, Commissioners Suzanne Atwell, Paul Caragiulo, and Susan Chapman, City Attorney Robert Fournier, City Auditor and Clerk Pamela Nadalini and City Manager Thomas Barwin

**ABSENT:** None

The meeting was called to order by Mayor Snyder at 2:30 p.m.

\* \* \* \* \*

3. **CONSENT AGENDA NO. 1 (AGENDA ITEM IV-A)**

- 9) **Approval Re: Authorize the Mayor and City Auditor and Clerk to execute the Interlocal Agreement Concerning Booker High School Fire Main between the City of Sarasota and The School Board of Sarasota County pertaining to the transfer of title and maintenance responsibilities of the Booker High School Fire Main from the City to the School Board (Agenda Item IV-A-9)**

A motion was made by Commissioner Atwell, seconded by Vice Mayor Shaw, and carried by a 5-0 vote to approve Consent Agenda No. 1, Item Nos. 1 and 2, 4 through 7 and 9.

**INTERLOCAL AGREEMENT CONCERNING**  
**BOOKER HIGH SCHOOL FIRE MAIN**

**THIS INTERLOCAL AGREEMENT CONCERNING BOOKER HIGH SCHOOL FIRE MAIN**, made and entered into this 5<sup>th</sup> day of November, 2013 by and between the CITY OF SARASOTA, FLORIDA, a municipal corporation, hereinafter referred to as "CITY," and THE SCHOOL BOARD OF SARASOTA COUNTY, the governing body of the School District of Sarasota, hereinafter referred to as "SCHOOL BOARD".

**WITNESSETH:**

WHEREAS, CITY operates a water utility within the municipal limits of CITY; and

WHEREAS, in furtherance of said water utility, CITY installed a potable water pipe within the campus of Booker High School owned and operated by SCHOOL BOARD with said pipe being hereinafter referred to as the Booker High School Fire Main; and

WHEREAS, the Booker High School Fire Main is located within an easement area granted by SCHOOL BOARD to CITY pursuant to an Easement dated November 2, 1993 and recorded in the Official Records of Sarasota County in OR Book 2571 commencing at Page 721; and

WHEREAS, SCHOOL BOARD has been undertaking a major rehabilitation project within the Booker High School campus; and

WHEREAS, SCHOOL BOARD'S rehabilitation project requires modification to the Booker High School Fire Main; and

WHEREAS, CITY and SCHOOL BOARD have determined that the modifications to the Booker High School Fire Main can best be accomplished if title to the Booker High School Fire Main and maintenance responsibilities with regard to the Booker High School Fire Main are transferred from CITY to SCHOOL BOARD; and

WHEREAS, CITY and SCHOOL BOARD desire to enter into this Interlocal Agreement so as to memorialize the terms and conditions upon which ownership of the Booker High School Fire Main shall be transferred from CITY to SCHOOL BOARD and maintenance responsibilities applicable to the Booker High School Fire Main shall likewise be transferred from CITY to SCHOOL BOARD.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. 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. *Director* shall mean the Director of the Utilities Department of the City of Sarasota, Florida, or his designee.

2. Attached hereto and incorporated by reference herein as Exhibit A is a sketch depicting the location of the Booker High School Fire Main. Said Main is an internal on-site fire main which serves only the campus of Booker High School. CITY, pursuant to the terms and conditions set forth in this Interlocal Agreement, hereby covenants to transfer title of the Booker High School Fire Main to SCHOOL BOARD. SCHOOL BOARD acknowledges that it shall accept title to the Booker High School Fire Main in its as-is condition.

3. There are currently two metered potable water services connected to the Booker High School Fire Main. These two metered potable water connections serve the refreshment stand and a small auxiliary building located within the Booker High School campus. As a condition precedent to CITY transferring title of the Booker High School Fire Main to SCHOOL BOARD, SCHOOL BOARD covenants to remove these existing potable water metered connections from the Booker High School Fire Main and connect the refreshment stand and the small auxiliary building to alternative potable water sources. The disconnection of these services from the Booker High School Fire Main and connection of these services to another potable water supply shall be completed to the sole satisfaction of the Director.

4. As a condition precedent to CITY transferring title of the Booker High School Fire Main to SCHOOL BOARD, SCHOOL BOARD covenants to install a six (6) inch Reduced Pressure Detector Assembly (a/k/a RPDA Backflow Preventer) at each and every point of connection between the Booker High School Fire Main and CITY'S potable water distribution system. The installation of the RPDA Backflow Preventer shall be completed in accordance

with Rule 62-555 of the Florida Administrative Code. The RPDA Backflow Preventer shall be completed and installed in conformance with the Fire Line Double Check Detector Assembly graphic attached hereto and incorporated by reference herein as Exhibit E. The installation of the RPDA Backflow Preventer shall be approved by the Director. The installation of the RPDA Backflow Preventer must isolate the Booker High School Fire Main from CITY'S potable water distribution system. SCHOOL BOARD agrees to permit CITY staff to enter the campus of Booker High School with appropriate notice and SCHOOL BOARD approved security clearance so as to test, maintain and/or replace each of the detector assembly meters contained within each of the RPDA Backflow Preventers, as needed. SCHOOL BOARD acknowledges that it will be responsible for the prompt payment of all fees applicable to water utilized or consumed through each detector meter.

5. As a condition precedent to CITY transferring title of the Booker High School Fire Main to SCHOOL BOARD, SCHOOL BOARD covenants to maintain and operate the Booker High School Fire Main, including the fire hydrants located thereon, as required by the State of Florida Fire Marshall and in accordance with the rules and regulations of the Florida Department of Environmental Protection. CITY covenants to provide a minimum residual water pressure of 20 psi and corresponding fire flow at the points of connection between the Booker High School Fire Main and CITY'S potable water system.

6. As a condition precedent to CITY transferring title of the Booker High School Fire Main to SCHOOL BOARD, SCHOOL BOARD covenants to provide CITY a utility easement for that portion of the 1993 easement area in which the master meter is located. The master meter is located in the eastern portion of the Booker High School Fire Main near Orange Avenue. The portion of the Booker High School Fire Main located between the master meter and Orange Avenue must remain in an easement area for the benefit of CITY. Attached hereto

and incorporated by reference herein as Exhibit B is the anticipated format of the Utility Easement.

7. Upon completion of all of the conditions precedent to transfer of title of the Booker High School Fire Main as set forth in this Interlocal Agreement, CITY covenants to execute and provide to SCHOOL BOARD a Bill of Sale. The Bill of Sale shall evidence the transfer of title from CITY to SCHOOL BOARD of the Booker High School Fire Main. Attached hereto and incorporated by reference herein as Exhibit C is the anticipated format of the Bill of Sale. The Bill of Sale shall not include that portion of the Booker High School Fire Main located between the master meter and Orange Avenue. CITY shall remain the owner of the portion of the Booker High School Fire Main located between the master meter and Orange Avenue.

8. CITY covenants, within thirty (30) days of providing the original Bill of Sale to SCHOOL BOARD to execute and record in the Official Records of Sarasota County a Termination of Easement Rights. The Termination of Easement Rights shall terminate CITY'S rights in the Easement recorded in the Official Records of Sarasota County in OR Book 2571 commencing at Page 721. Attached hereto and incorporated by reference herein as Exhibit D is the anticipated format of the Termination of Easement Rights.

9. SCHOOL BOARD acknowledges that all utility facilities within the Booker High School campus which are not located in a specifically recorded easement area to the benefit of CITY shall be deemed private utility facilities owned by SCHOOL BOARD. SCHOOL BOARD shall be responsible for maintenance of all such private utility facilities.

10. SCHOOL BOARD and CITY warrant and represent by the execution of this Interlocal Agreement it is not the intent of the parties that this Interlocal Agreement be construed or deemed to represent a joint venture or undertaking between CITY and SCHOOL BOARD.

SCHOOL BOARD shall be solely responsible for the conduct of all activities and services provided by SCHOOL BOARD as part of its business operations. CITY shall be solely responsible for the conduct of all activities and services provided by CITY as part of its business operations. While engaged in carrying out and complying with the terms of this Interlocal Agreement, CITY is an independent contractor and not an officer of SCHOOL BOARD and, likewise, SCHOOL BOARD is an independent contractor and not an officer or employee of CITY.

11. CITY and SCHOOL BOARD shall each be responsible for the actions of its officers, agents and employees and neither shall be responsible for the actions of the officers, agents and employees of the other. This Interlocal Agreement shall have no effect upon the sovereign immunity protections enjoyed by CITY and SCHOOL BOARD pursuant to Section 768.28, Florida Statutes, or otherwise applicable.

12. This Interlocal Agreement shall constitute the entire agreement between the parties. All amendments to this Interlocal Agreement shall be ineffective unless reduced to writing as a formal amendment to this Interlocal Agreement and executed by CITY and SCHOOL BOARD.

13. Should it be necessary for either party to bring any action against the other to enforce any of the covenants, provisions or conditions of this Interlocal Agreement, the non-prevailing party hereby agrees to pay all costs attendant thereto, including reasonable attorneys' fees to the attorney representing the prevailing party, and said obligation shall apply to declaratory relief, if necessary, to interpret any of the terms hereof.

14. Notices and other correspondence required by this Interlocal Agreement shall be sent by certified mail, return receipt requested, to the respective parties at the following addresses:

City of Sarasota  
1565 First Street  
Sarasota, FL 34236  
Attn: City Manager

School Board of Sarasota County  
1960 Landings Boulevard  
Sarasota, FL 34231  
Attn: Superintendent of Schools

15. Pursuant to Section 163.01(11), Florida Statutes, this Interlocal Agreement shall be effective upon the date a certified copy thereof is recorded in the Official Records of Sarasota County.

IN WITNESS WHEREOF this Interlocal Agreement has been signed and sealed in duplicate by the respective parties hereto.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by the **City of Sarasota, Florida.**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by **The School Board of Sarasota County, Florida.**

**CITY OF SARASOTA, FLORIDA**

By: \_\_\_\_\_  
Shannon Snyder, Mayor

ATTEST:

\_\_\_\_\_  
Pamela M. Nadalini, MBA, CMC  
City Auditor and Clerk

Approved as to form and correctness:

\_\_\_\_\_  
Robert M. Fournier, City Attorney

**THE SCHOOL BOARD OF SARASOTA  
COUNTY, FLORIDA**

By: \_\_\_\_\_  
Jane Goodwin, Chair

ATTEST:

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Secretary of School Board of  
Sarasota County

Approved as to form and correctness:

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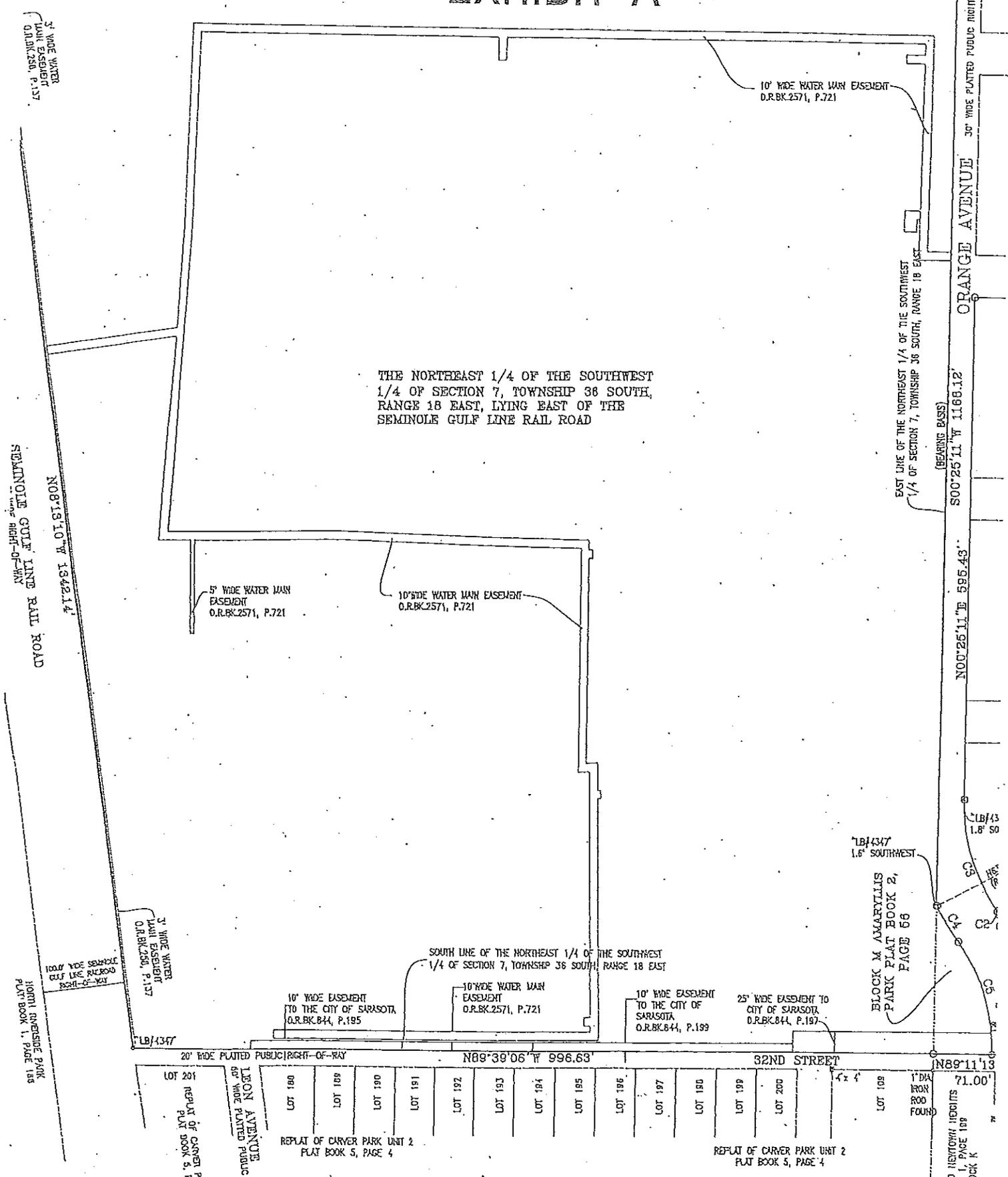
Attorney for School Board of  
Sarasota County, Florida

C:\Tammy's Files\Agreements\A - E\Booker High School (8/8/13)

10.19 SOUTH, RANGE 18 EAST THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 36 SOUTH, RANGE 18 EAST  
 O.R.BK.1906, P.138 N39°13'18"W 2669.45' LESS 25' O.R.BK.435, 1' S89°13'18"E 503.68'  
 19°13'18"W 202.36' N00°46'22"E 40.00' S89°13'18"E 486.65' 19/4347  
 WEST 200' LESS HEREIN 25' 19/4347 LESS 15' O.R.BK.435, P.117

# EXHIBIT A

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 36 SOUTH, RANGE 18 EAST, LYING EAST OF THE SEMINOLE GULF LINE RAIL ROAD



CURVE 1	CURVE 2	CURVE 3	CURVE 4	CURVE 5
Radius=25.00'	Radius=280.00'	Radius=220.00'	Radius=280.00'	Radius=220.00'
Arc Length=23.47'	Arc Length=4.81'	Arc Length=142.30'	Arc Length=50.31'	Arc Length=142.60'
Delta=53°47'10"	Delta=0°59'02"	Delta=37°03'37"	Delta=10°17'41"	Delta=37°08'21"

3' WIDE WATER MAIN EASEMENT O.R.BK.250, P.137  
 5' WIDE WATER MAIN EASEMENT O.R.BK.2571, P.721  
 10' WIDE WATER MAIN EASEMENT O.R.BK.2571, P.721  
 10' WIDE EASEMENT TO THE CITY OF SARASOTA O.R.BK.844, P.195  
 10' WIDE WATER MAIN EASEMENT O.R.BK.2571, P.721  
 10' WIDE EASEMENT TO THE CITY OF SARASOTA O.R.BK.844, P.199  
 25' WIDE EASEMENT TO THE CITY OF SARASOTA O.R.BK.844, P.197  
 SEMINOLE GULF LINE RAIL ROAD  
 30' WIDE PLATTED PUBLIC RIGHT-OF-WAY  
 ORANGE AVENUE  
 32ND STREET  
 BLOCK M AMARYLLIS PARK PLAT BOOK 2, PAGE 66  
 REPLAT OF CARYER PARK UNIT 2 PLAT BOOK 5, PAGE 4  
 REPLAT OF CARYER PARK UNIT 2 PLAT BOOK 5, PAGE 4  
 71.00' DIST. FROM TOWN

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:  
Michael A. Connolly, Esq.  
Fournier, Connolly, Warren & Shamsey P.A.  
1 South School Avenue, Suite 700  
Sarasota, Florida 34237

## EXHIBIT B

Parcel ID #2020-03-0005

### UTILITY EASEMENT

This Utility Easement made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between **THE SCHOOL BOARD OF SARASOTA COUNTY**, the governing body of the **SCHOOL DISTRICT OF SARASOTA**, whose post office address is 1960 Landings Boulevard, Sarasota, Florida 34231, hereinafter referred to as **GRANTOR**, to the **CITY OF SARASOTA, FLORIDA**, a municipal corporation of the State of Florida, hereinafter referred to as **GRANTEE**, whose post office address is 1565 First Street, Sarasota, Florida 34236.

### WITNESSETH:

GRANTOR, for and in consideration of the sum of One Dollar, and other good and valuable considerations, to GRANTOR in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell and convey to GRANTEE, and its successors and assigns forever, a perpetual non-exclusive utility easement for the purposes of construction, maintenance or repair of water lines and mains, as well as all appurtenances thereto in, on, over, through, and across the land situated in Sarasota County, Florida shown in the sketch and legal description attached hereto and incorporated by reference herein as Exhibit A.

In the event any utilities are installed, removed, repaired or replaced within the easement area, GRANTEE shall restore the disturbed area to the condition that existed prior to GRANTEE'S utility installation, removal or repair or replacement so long as such restoration only requires replacement of dirt, sod, asphalt or concrete. If, prior to GRANTEE'S utility

# EXHIBIT B

installation, removal, repair or replacement, the easement area had been improved to a condition that would require more than restoration of dirt, sod, asphalt or concrete to restore it to its prior condition, then GRANTEE shall restore the disturbed area with dirt, sod, asphalt or concrete at its discretion. GRANTOR covenants that the easement area shall remain free of solid structures that cannot be easily removed by a single person and trees of any kind.

Together with all of the rights, easements, privileges and appurtenances in or to said land, which may be required for the full enjoyment of the rights herein granted.

IN WITNESS WHEREOF, the GRANTOR has caused this Utility Easement to be executed the day and year above written.

**THE SCHOOL BOARD OF SARASOTA  
COUNTY, FLORIDA**

By: \_\_\_\_\_  
Jane Goodwin, Chair

Witnesses as to execution on behalf  
of The School Board of Sarasota County,  
Florida

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

ATTEST:

# EXHIBIT B

\_\_\_\_\_  
Secretary of The School Board of Sarasota  
County, Florida

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by Jane Goodwin, as Chair of The School Board of Sarasota County, Florida. The above-named person is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

**POINT OF COMMENCEMENT**

THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 36 SOUTH, RANGE 18 EAST

**MYRTLE AVENUE**

50' WIDE PLATTED PUBLIC RIGHT-OF-WAY

**EXHIBIT B**

**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 EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 7, BEING S.00°25'11"W.
3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.

SCALE: 1"=60'



A parcel of land lying in the Southwest 1/4 of Section 7, Township 36 South, Range 18 East, Sarasota County, Florida and described as follows:

Commence at the northeast corner of said Southwest 1/4 of Section 7; thence S.00°25'11"W., along the east line of said Southwest 1/4, also being the west right-of-way line of Orange Avenue (30.00 foot wide platted public right-of-way) as shown on the plat of Amaryllis Park, as recorded in Plat Book 2, Page 56, Public Records of Sarasota County, Florida, a distance of 284.06 feet to the POINT OF BEGINNING; thence continue S.00°25'11"W., along said east line of the Southwest 1/4 and west right-of-way line, a distance of 75.00 feet; thence N.89°34'49"W., a distance of 55.00 feet; thence N.00°25'11"E., a distance of 25.00 feet; thence S.89°34'49"E., a distance of 22.00 feet; thence N.00°25'11"E., a distance of 50.00 feet; thence S.89°34'49"E., a distance of 33.00 feet to the POINT OF BEGINNING.

Said parcel contains 3,025 square feet, more or less.

BOOKER HIGH SCHOOL CAMPUS

10' WIDE WATER MAIN EASEMENT  
O.R.BK.2571, P.721  
(TO BE VACATED)

EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 36 SOUTH, RANGE 18 EAST AND WEST RIGHT-OF-WAY LINE

S00°25'11"W 284.06'

**36TH STREET**

50' WIDE PLATTED PUBLIC RIGHT-OF-WAY

ORANGE AVENUE

50' WIDE PLATTED PUBLIC RIGHT-OF-WAY

AMARYLLIS PARK  
PLAT BOOK 2, PAGE 56  
BLOCK E

POINT OF BEGINNING

**35TH STREET**

50' WIDE PLATTED PUBLIC RIGHT-OF-WAY

S89°34'49"E  
22.00'

S89°34'49"E  
33.00'

N00°25'11"E  
50.00'

N00°25'11"E  
25.00'

N89°34'49"W  
55.00'

S00°25'11"W  
75.00'

*Jennie W. Brannon*  
Jennie W. Brannon, P.S.M.  
Florida Registration No. 5041  
Licensed Business #7866

9/13/13  
Date of Signature

**EXHIBIT A**

Sep 13, 2013 -- 08:27:42 JBRANNON\j:\2156\active\215611655\survey\drawing\215611665v--spsk01.dwg

FOR: CITY OF SARASOTA REV.A -- REVISE EASMENT PER CITY, 9/13/13, JWB

This is NOT a Survey.

SKETCH & DESCRIPTION OF MASTER WATER METER UTILITY EASEMENT AT BOOKER HIGH SCHOOL SECTION 7, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA



**Stantec**

6900 Professional Parkway East, Sarasota, FL 34240-8414  
Phone 941-907-6900 • Fax 941-907-6910  
Certificate of Authorization #27013 • www.stantec.com

TASK CODE: 200	DRAWN BY: JWB	CHKD BY: RRC	CAD FILE: 215611655v--spsk01	PROJECT NO: 215611655	SHEET 1 OF 1	DRAWING INDEX NO: A-215611655-V001	REV: A
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# EXHIBIT C

## BILL OF SALE

### Booker High School Fire Main

KNOW TO ALL MEN BY THESE PRESENTS that The City of Sarasota, Florida, a municipal corporation, for and in consideration of the covenants set forth in the Interlocal Agreement Concerning Booker High School Fire Main between The City of Sarasota, Florida and the School Board of Sarasota County, as the governing body of the School District of Sarasota, as well as other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered and by these presents does hereby grant, bargain, sell, transfer and deliver unto the School Board of Sarasota County, its successors and assigns, the Booker High School Fire Main as depicted in Exhibit A, a copy of which is attached hereto and incorporated by reference herein. This Bill of Sale does not, however, transfer to the School Board of Sarasota County title to the portion of the Booker High School Fire Main located between the master meter and the Orange Avenue right of way. The City of Sarasota shall maintain ownership of the pipes and utility facilities from the Orange Avenue right of way through and including the location of the master meter serving the Booker High School campus.

TO HAVE AND TO HOLD the same unto the School Board of Sarasota County, its successors and assigns forever.

IN WITNESS WHEREOF, the City of Sarasota, Florida hereunto set his hand and seal  
this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

The City of Sarasota, Florida

By: \_\_\_\_\_  
Shannon Snyder, Mayor

# EXHIBIT C

ATTEST:

\_\_\_\_\_  
Pamela M. Nadalini, CMC, MBA  
City Auditor and Clerk

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by Shannon Snyder, as Mayor of the City of Sarasota, Florida, and Pamela M. Nadalini, as City Auditor and Clerk of the City of Sarasota, Florida, who are personally known to me or who have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name



This document prepared by and return to:  
Michael A. Connolly, Esq.  
Fournier, Connolly, Warren & Shamsey P.A.  
1 South School Avenue, Suite 700  
Sarasota, Florida 34237

Parcel ID No.: 2020-03-0005

## EXHIBIT D

### TERMINATION OF EASEMENT RIGHTS

Made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by The City of Sarasota, Florida, a municipal corporation, whose post office address is 1565 First Street, Sarasota, Florida 34236, hereinafter called CITY, and THE SCHOOL BOARD OF SARASOTA COUNTY, whose post office address is 1960 Landings Boulevard, Sarasota, Florida 34231, hereinafter called SCHOOL BOARD.

WITNESSETH: that CITY, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby remise, release and terminate all the easement right, title, interest, claim and demand which said CITY has in and to all that certain land situated in Sarasota County Florida, viz:

See Exhibit A, a copy of which is attached hereto and incorporated by reference herein.

It is the intent of this Termination of Easement Rights to release, discharge and forever terminate any and all interest CITY may have in the above-described property by virtue of that certain Easement granted by SCHOOL BOARD dated November 2, 1993 and recorded in the Official Records of Sarasota County in Official Records Book 2571 commencing at Page 721.

IN WITNESS WHEREOF the said CITY has hereunto set its hand and seal the day and year first above written.

CITY OF SARASOTA, FLORIDA

By: \_\_\_\_\_  
Shannon Snyder, Mayor

ATTEST:

\_\_\_\_\_  
City Auditor and Clerk

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF SARASOTA )

# EXHIBIT D

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by Shannon Snyder, as Mayor of the City of Sarasota, Florida and who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF SARASOTA )

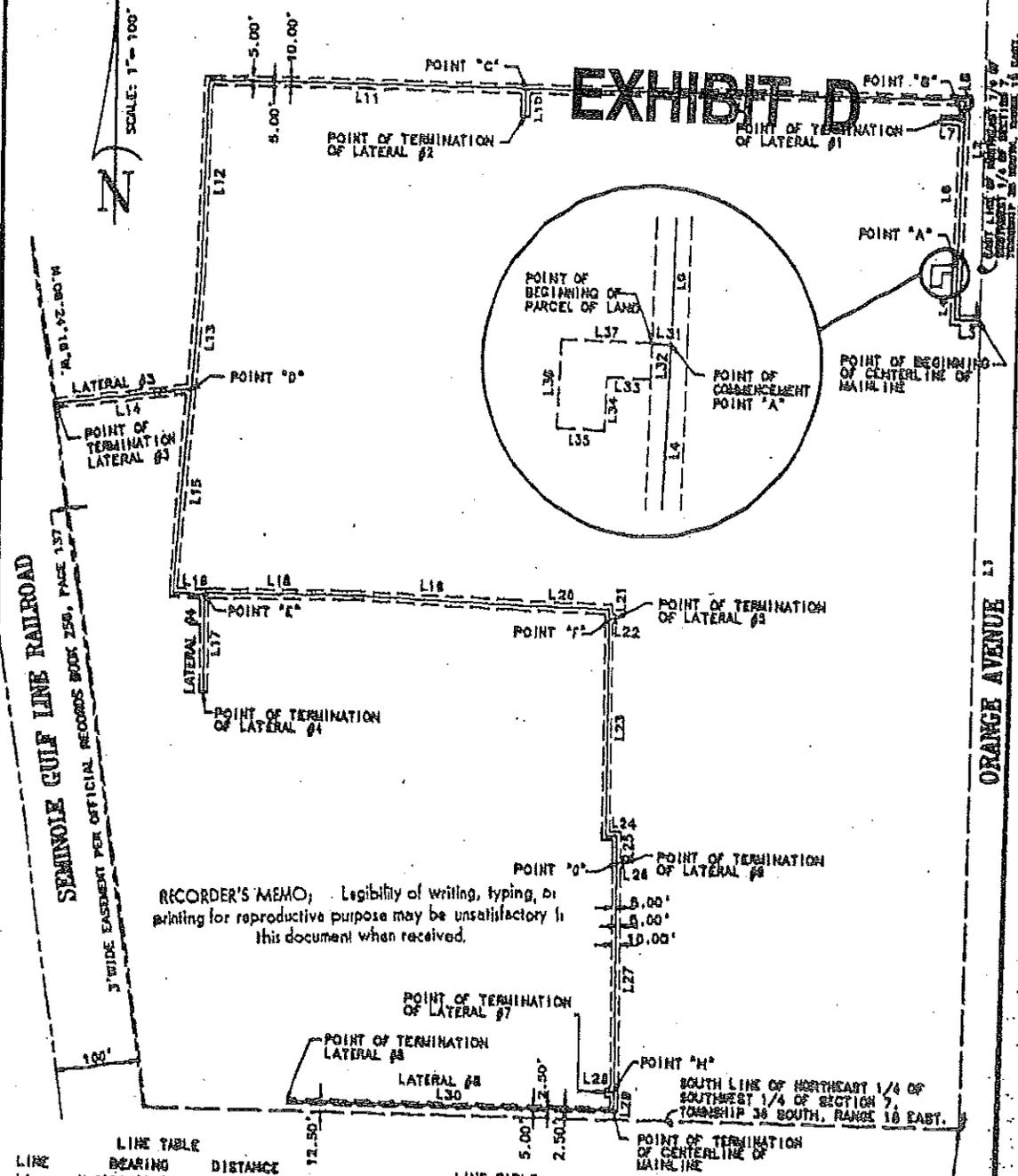
THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by Pamela M. Nadalini, as City Auditor and Clerk of the City of Sarasota, Florida, who is personally known to me.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

POINT OF COMMENCEMENT  
A FOUND P.K. NAIL UNDER  
EXISTING PAVEMENT, BEING  
THE CENTER OF SECTION 7,  
TOWNSHIP 36 SOUTH, RANGE  
18 EAST.



MYRTLE STREET



RECORDER'S MEMO: Legibility of writing, typing, or  
printing for reproductive purpose may be unsatisfactory in  
this document when received.

LINE	BEARING	DISTANCE
L1	N.00°02'27"E	1343.10'
L2	N.00°02'27"E	387.83'
L3	N.88°27'25"W	30.05'
L4	N.01°37'27"E	83.18'
L5	N.01°13'18"E	188.38'
L6	N.88°40'03"W	28.31'
L7	N.88°18'27"W	24.04'
L8	N.00°02'27"E	830.10'
L9	N.00°02'27"E	32.81'
L10	N.88°24'25"W	381.85'
L11	N.01°04'47"W	237.03'
L12	N.00°02'27"E	124.88'
L13	S.81°00'00"W	184.82'
L14	S.04°18'37"W	238.74'
L15	N.88°31'57"W	37.32'
L16	N.00°28'03"E	115.24'
L17	N.88°21'57"W	178.88'
L18	S.87°58'24"E	194.43'
L19	S.84°45'23"E	118.42'

LINE	BEARING	DISTANCE
L20	S.00°08'07"E	11.78'
L21	N.88°23'27"E	10.00'
L22	S.00°08'07"E	283.88'
L23	N.88°28'04"E	14.71'
L24	S.00°33'58"E	32.81'
L25	N.88°28'24"E	1.80'
L26	S.00°33'38"E	288.84'
L27	S.88°28'24"W	11.58'
L28	S.01°18'50"W	21.54'
L29	N.88°50'15"W	400.00'
L30	N.88°50'15"W	5.00'
L31	S.01°22'13"W	5.00'
L32	N.88°22'14"W	10.00'
L33	S.01°37'47"W	15.00'
L34	N.88°22'14"W	15.00'
L35	S.01°37'47"E	15.00'
L36	N.01°37'47"E	24.00'
L37	S.88°22'13"E	27.00'

P.K. NAIL & DIRM L.B.4347 BEING THE  
SOUTHEAST CORNER OF THE NORTHEAST 1/4  
OF SOUTHWEST 1/4 OF SECTION 7,  
TOWNSHIP 36 SOUTH, RANGE 18 EAST.

# EXHIBIT A

COLEMAN KNOTT & ASSOCIATES, INC.  
Consulting Engineers and Surveyors  
1360 So Ridge Road - Suite 1-E  
Sarasota, Florida 34231 (813) 377-7143

SKETCH TO ACCOMPANY  
LEGAL DESCRIPTION  
NOT A PHYSICAL SURVEY

9225EASE  
10/1/93  
OF  
1 2

BOOKER ... H SCHOOL WATER MAIN DESCRIPTION:

NINE (9) STRIPS OF LAND, consisting of one (1) Mainline and eight (8) Laterals, together with a PARCEL OF LAND, lying in the Northeast 1/4 of the Southwest 1/4 of Section 7, Township 36 South, Range 18 East, Sarasota County, Florida. Lateral #1 is to be five (5) feet in width, lying 2.80 feet each side of and perpendicular to the described centerline. Mainline and Laterals 1 through 7 are to be ten (10) feet in width, lying five (5) feet each side of and perpendicular to the following described centerlines:

**MAINLINE**  
 COMMENCE at a found P.K. nail under existing pavement, being the center of aforesaid Section 7; thence S.00°02'27"W., along the East line of the Northeast 1/4 of Southwest 1/4 of Section 7, Township 36 South, Range 18 East, Sarasota County, Florida, Lateral #1 is to be five (5) feet in width, lying 2.80 feet each side of and perpendicular to the described centerline. Mainline and Laterals 1 through 7 are to be ten (10) feet in width, lying five (5) feet each side of and perpendicular to the following described centerlines:

POINT OF BEGINNING of the centerline of Mainline, said STRIP OF LAND being bounded on the EAST by a line that bears S.00°02'27"W., through said POINT OF BEGINNING; thence N.88°57'33"W., a distance of 30.05 feet; thence N.01°37'47"E., a distance of 83.18 feet to POINT "A"; thence N.01°13'18"E., a distance of 164.82 feet to POINT "B"; thence N.01°18'57"E., a distance of 24.04 feet; thence N.88°24'23"W., a distance of 830.10 feet to POINT "C"; thence N.88°24'23"W., a distance of 381.05 feet; thence S.01°42'59"W., a distance of 237.03 feet; thence S.04°18'37"W., a distance of 124.89 feet to POINT "D"; thence S.04°18'37"W., a distance of 238.74 feet; thence N.88°33'07"E., a distance of 37.32 feet to POINT "E"; thence N.88°33'07"E., a distance of 178.88 feet; thence S.87°00'34"E., a distance of 164.82 feet; thence S.88°45'23"E., a distance of 118.84 feet; thence S.00°08'07"E., a distance of 11.78 feet to POINT "F"; thence S.00°08'07"E., a distance of 283.88 feet; thence N.88°28'24"E., a distance of 14.71 feet; thence S.00°33'34"E., a distance of 32.81 feet to POINT "G"; thence S.00°33'34"E., a distance of 288.84 feet to POINT "H"; thence S.01°18'50"W., a distance of 21.84 feet to Point "I" being a point lying 12.80 feet North of the South line of the Northeast 1/4 of the Southwest 1/4 of aforesaid Section 7, for the POINT OF TERMINATION of centerline of Mainline.

**LATERAL #1**  
 BEGIN at POINT "A"; thence N.88°40'03"W., a distance of 28.31 feet to the POINT OF TERMINATION of Lateral #1.

**LATERAL #2**  
 BEGIN at POINT "C"; thence S.00°35'37"W., a distance of 32.81 feet to the POINT OF TERMINATION of Lateral #2.

**LATERAL #3**  
 BEGIN at POINT "D"; thence S.83°00'00"W., a distance of 164.82 feet to the POINT OF TERMINATION of Lateral #3, being a point on the East bounds of these lands described in Official Records Book 288, Page 137, said Lateral #3 being bounded on the West by a line that bears N.08°24'18"W., through the Point of Termination.

**LATERAL #4**  
 BEGIN at POINT "E"; thence S.00°28'03"E., a distance of 118.84 feet to the POINT OF TERMINATION of Lateral #4.

**LATERAL #5**  
 BEGIN at POINT "F"; thence N.88°53'07"E., a distance of 10.00 feet to the POINT OF TERMINATION of Lateral #5.

**LATERAL #6**  
 BEGIN at POINT "G"; thence N.88°28'24"E., a distance of 8.80 feet to the POINT OF TERMINATION of Lateral #6.

**LATERAL #7**  
 BEGIN at POINT "H"; thence S.88°28'24"W., a distance of 12.88 feet to the POINT OF TERMINATION of Lateral #7.

**LATERAL #8**  
 BEGIN at POINT "I"; thence N.88°30'18"W., parallel with said South line of aforesaid Northeast 1/4 of the Southwest 1/4, a distance of 400.00 feet to the POINT OF TERMINATION of Lateral #8.

**Parcel of Land**  
 COMMENCE at POINT "A"; thence N.88°22'13"W., a distance of 5.00 feet to the POINT OF BEGINNING; thence S.01°37'47"W., a distance of 10.00 feet; thence N.88°22'13"W., a distance of 13.00 feet; thence S.01°37'47"W., a distance of 13.00 feet; thence N.88°22'13"W., a distance of 14.00 feet; thence N.01°37'47"E., a distance of 28.00 feet to the POINT OF BEGINNING.

**SURVEYOR'S CERTIFICATE**

I hereby certify that the above legal description and sketch to accompany legal description is true and correct to the best of my knowledge and belief, said legal description was prepared by the undersigned Professional Land Surveyor.

Coleman Knott & Associates, Inc.  
 8850 Bee Ridge Road, Suite 1-E  
 Sarasota, Florida 34233

Date

Jennie W. Duckworth, P.L.S.  
 Florida Certificate No. 8061

OFFICIAL RECORDS  
 BOOK 2571 PAGE 72A

EXHIBIT D

RECORDED'S MEMO: Legibility of writing, typing, or printing for reproductive purpose may be unsatisfactory if the document when received.

RECORDED IN OFFICIAL RECORDS  
 REPRODUCED VERIFIED  
 93 NOV 19 PM 1:36  
 HANDED TO CLERK OF CIRCUIT COURT  
 SARASOTA COUNTY, FL

EXHIBIT A

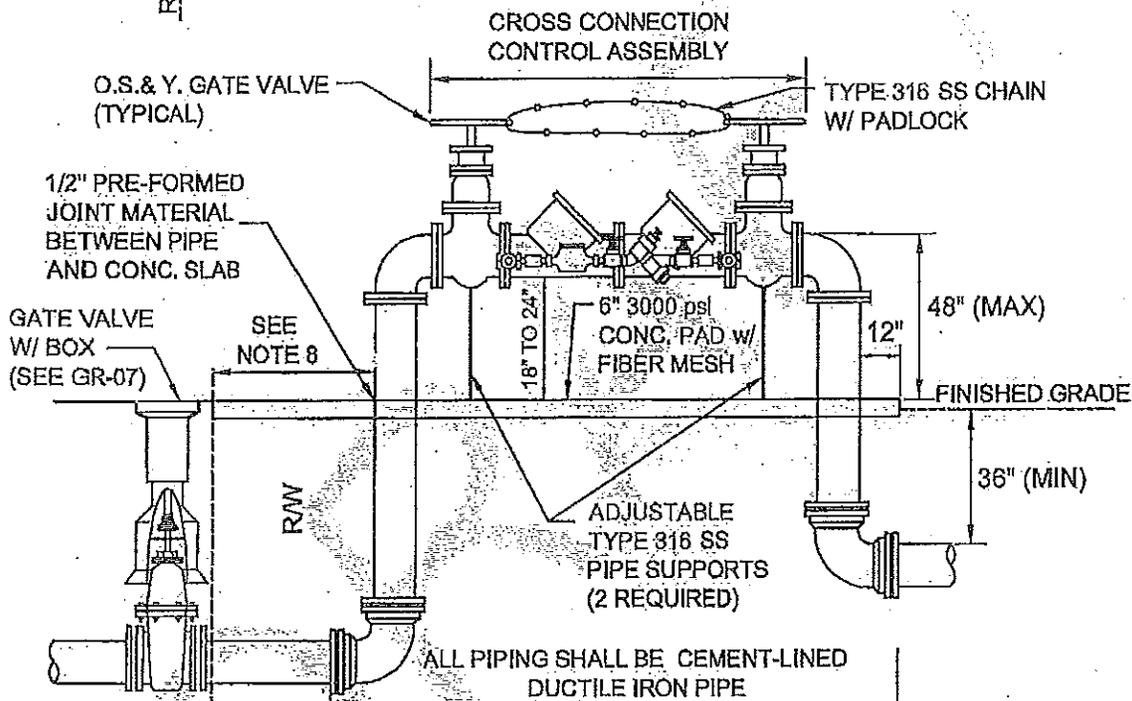
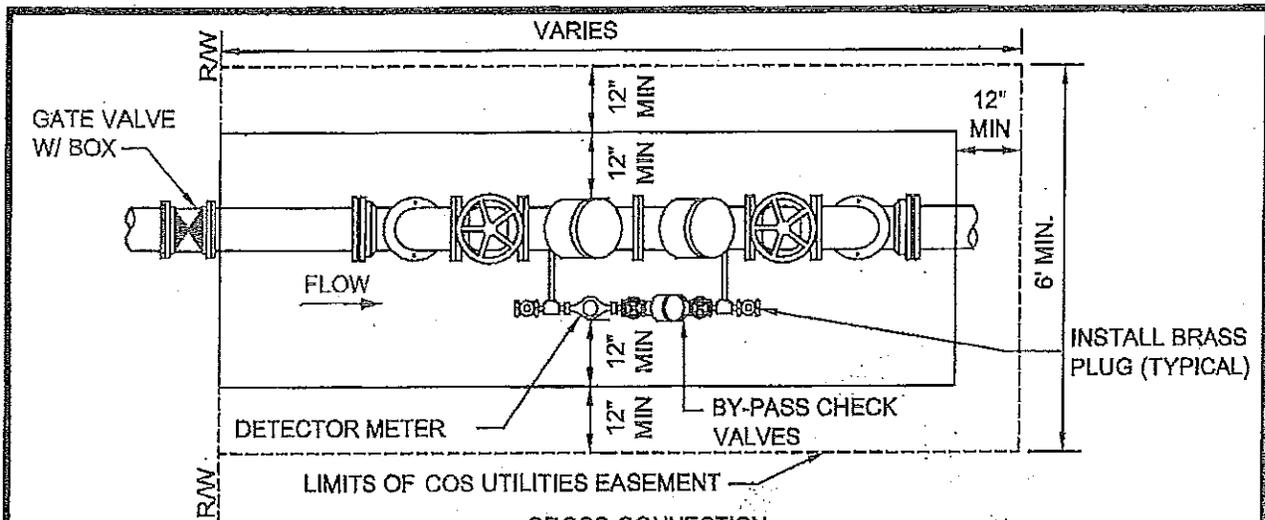
COLEMAN KNOTT & ASSOCIATES, INC.  
 Consulting Engineers and Surveyors  
 8850 Bee Ridge Road • Suite 1-E  
 Sarasota, Florida 34233 • (813) 377-7163

LEGAL DESCRIPTION

922SEASE  
 10/1/93

OF  
 2 2

# EXHIBIT E



**NOTES:**

1. RESTRAINED JOINT FITTINGS SHALL BE REQUIRED FOR UNDERGROUND USE.
2. FLANGED FITTINGS SHALL BE REQUIRED.
3. PAINT THE ABOVE GROUND ASSEMBLY, INCLUDING ENTIRE LENGTH OF TIE RODS, AFTER MANUFACTURER'S RECOMMENDED SURFACE PREP IS COMPLETED. DO NOT PAINT OVER NAME/SERIAL PLATE OR BRASS FITTINGS. PAINT COLOR SHALL BE " PANTONE 12-0520 TCX LIME YELLOW ".
4. PROVIDE PROTECTIVE CONCRETE FILLED 6" PIPE BOLLARDS AS REQUIRED BY THE CITY OF SARASOTA UTILITIES OR AS NECESSARY FOR PROTECTION.
5. AN APPROVED DOUBLE CHECK DETECTOR ASSEMBLY OR REDUCED PRESSURE DETECTOR ASSEMBLY SHALL BE SELECTED IN ACCORDANCE WITH THE COS UTILITIES "APPROVED CROSS CONNECTION CONTROL POLICY".
6. SPECIAL FIRE PROTECTION SYSTEMS USING INTERNAL PUMPS, TANKS, ETC. SHALL BE REQUIRED TO USE AN APPROVED REDUCED PRESSURE DETECTOR ASSEMBLY.
7. ALL PIPE, FITTINGS AND APPURTENANCES SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR.
8. ASSEMBLY SHALL BE A MINIMUM 10' FROM EDGE OF PAVEMENT OR BUILDING, AND 4' FROM SIDEWALK OR HEDGE.
9. FULL FACED NEOPRENE GASKETS SHALL BE USED ON ALL FLANGED FITTINGS.



**FIRE LINE DOUBLE CHECK DETECTOR ASSEMBLY  
(4 INCHES TO 12 INCHES)**

CITY OF SARASOTA UTILITIES - SARASOTA, FLORIDA

**DETAIL  
WA-02**

MAY, 2013