

MICROFILMING INFORMATION SHEET

TO: LASON
4920 West Cypress Street, Suite 108
Tampa Fl 34228

FROM: Town of Longboat Key
Town Clerk Department
501 Bay Isles Road
Longboat Key Fl 34228

DATE: 4.26.01

SUBJECT: Microfilming

Please index the attached collection of records utilizing the following language and placing this language in the upper right hand corner of each image:

Bay Isles Lift Station

The database should include the following three fields:

EAS 105

Roll #

Image #

This collection of records should be placed on the following film type:

☒ 16 mm

☐ 35 mm

Total number of pages in this collection: _____

If there are questions regarding the collection of records that are to be microfilmed please contact Jo Ann Dunay-Mixon, Deputy Clerk Records, at 941-316-1999.

REC 1160 PG 1646

741233

EASEMENT

THIS INDENTURE, made this 24th day of February, A. D., 1977, by and between ARVIDA CORPORATION, a Delaware corporation authorized to do business in the State of Florida, herein referred to as Grantor, and TOWN OF LONGBOAT KEY, a municipal corporation of the State of Florida, herein referred to as Grantee,

WITNESS, that the said Grantor for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration by Grantee to Grantor duly paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey to Grantee and its successors and assign forever, a nonexclusive perpetual easement under and across the following described land, situate in Sarasota County, Florida, to-wit:

A parcel of land located at the northerly end of Tract "A", Bay Isles, Unit 1, as more particularly described in Exhibit "A" attached hereto and made a part hereof.

The purpose of this easement shall be to provide access from the adjacent roadway to a sewer lift station located within the aforesaid easement area for maintenance and repair of the same and the sewer lines and appurtenances therein.

IN WITNESS WHEREOF, Grantor has caused this indenture to be executed by its undersigned duly authorized officers as of the day and year first above set forth.

Executed in our Presence
as Witnesses:

Betty L. Ripley
Susan J. Wambsch

ARVIDA CORPORATION

By: [Signature]
As its Vice President

ATTEST:

By: [Signature]
As its Assistant Secretary

(CORPORATE SEAL)

GRANTOR

STATE OF FLORIDA
COUNTY OF SARASOTA:

I HEREBY CERTIFY that before me personally appeared JOHN P. SIEGEL, as Vice President, and GEORGE A. DIETZ, as Assistant Secretary, of ARVIDA CORPORATION, a Delaware corporation authorized to do business in the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that said instrument is the act and deed of the said corporation, and that they were duly authorized by said corporation to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in said County and State, this 24th day of February, 1977.

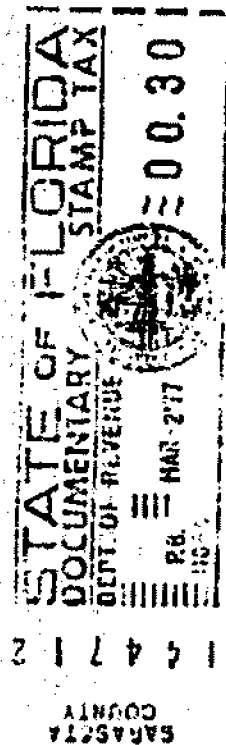
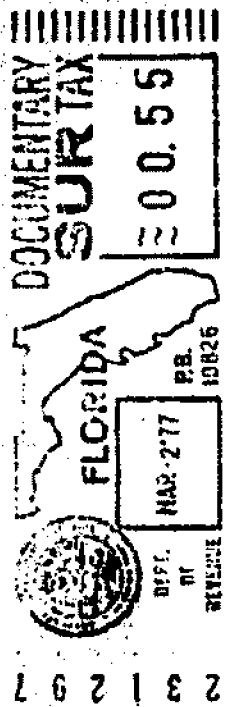
Betty L. Ripley
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Nov. 19, 1979
Bonded by American Fire & Casualty Co.

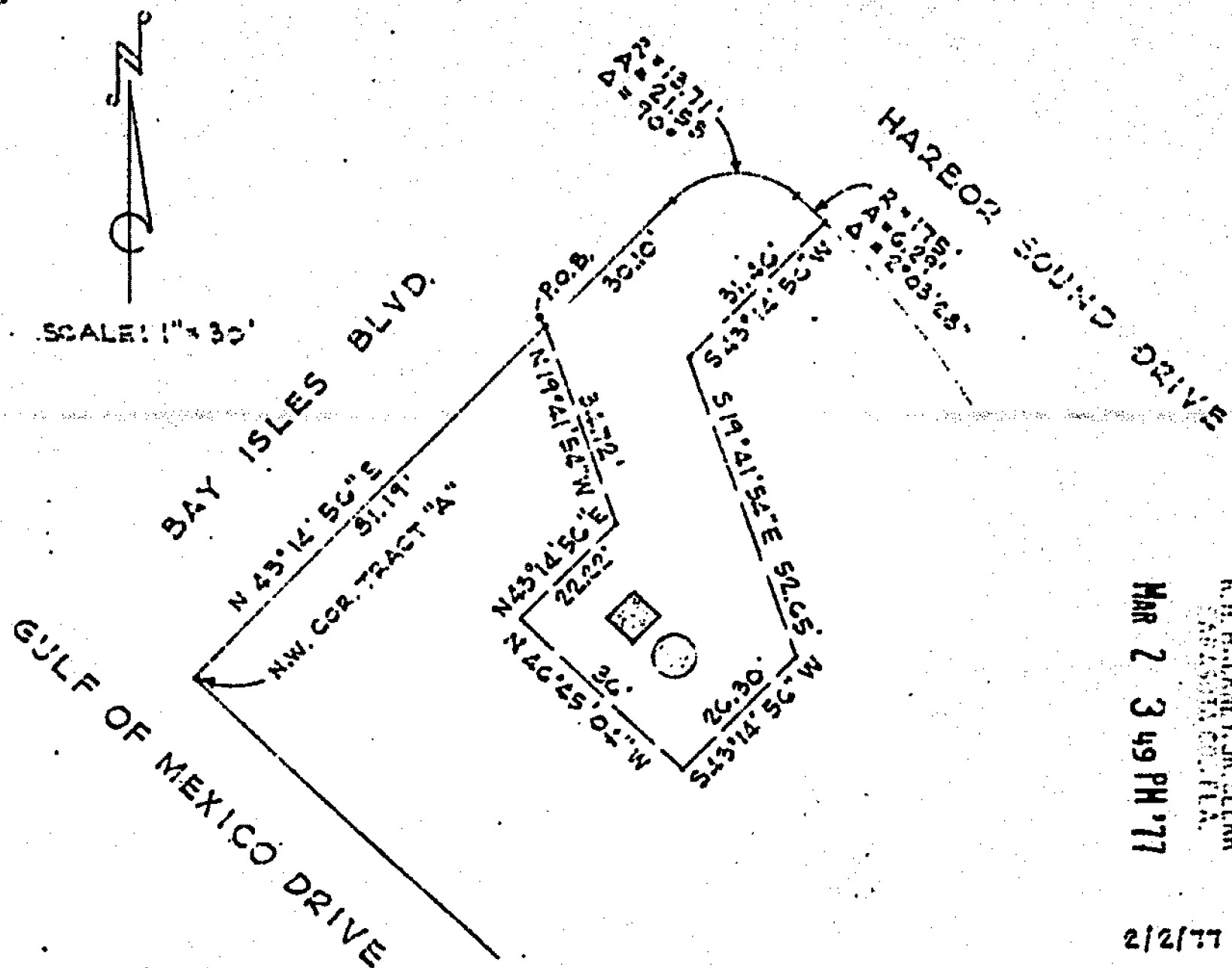
PREPARED BY: GEORGE A. DIETZ
WILLIAMS, PARKER, HARRISON, DIETZ & GETZEN, P.A.
1050 HINGLING BOULEVARD, P. O. BOX 3288
SARASOTA, FLORIDA 33578

REC 1160 PG 1646



P.O. Box 107
Longboat Key
33548

REC 1160 PG 1647



FILED AND RECORDED
R. H. HILLMAN, JR., CLERK
SARASOTA COUNTY, FLA.
MAR 2 3 49 PM '77

741233

2/2/77

Description
Town of Longboat Key Easement
Lift Station

Commence at the NW corner of Tract "A", Bay Isles, Unit 1, as recorded in Plat Book 23, Pages 35, 35A, 35B, Public Records of Sarasota County, Florida, said corner being the intersection of the southerly right-of-way line of Bay Isles Boulevard (120' wide) and the easterly right-of-way line of Gulf of Mexico Drive (S.R. 789 100' wide); thence N 43° 14' 56" E along said southerly right-of-way line of Bay Isles Boulevard a distance of 81.19' to the Point of Beginning; thence N 43° 14' 56" E still along said southerly right-of-way line of Bay Isles Boulevard a distance of 30.10' to the P.C. of a curve at the intersection of the southerly right-of-way line of Bay Isles Boulevard and the westerly right-of-way line of Harbor Sound Drive; thence along a curve to the right, with a radius of 13.71', a distance of 21.53'; thence along the westerly right-of-way line of Harbor Sound Drive and along a curve to the right, with a radius of 175', a distance of 6.29'; thence the following six (6) courses and distances (1) S 43° 14' 56" W, 31.46' (2) S 19° 41' 54" E, 52.65' (3) S 43° 14' 56" W, 26.30' (4) N 46° 45' 04" W, 36' (5) N 43° 14' 56" E, 22.22' (6) N 19° 41' 54" W, 34.72' to the Point or place of beginning.

REC 1160 PG 1647

EXHIBIT "A"

Bay Isles (1)

EASEMENT DEED

1021 PG 1102

THIS INDENTURE made this 15 day of October, A. D. 1973,

547170

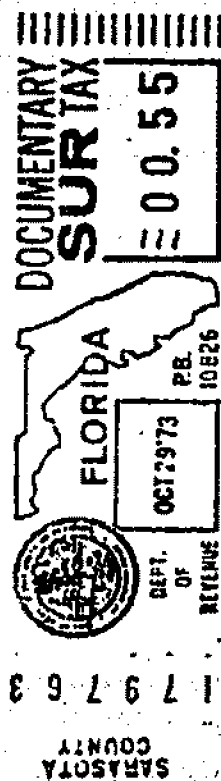
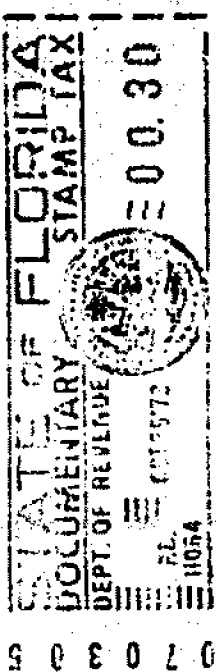
by and between ARVIDA CORPORATION, a Delaware corporation, having its principal place of business in the County of Dade, State of Florida, hereinafter referred to as "Grantor"; and TOWN OF LONGBOAT KEY, a Florida municipal corporation, whose address is: P. O. Box 107, Longboat Key, Florida, hereinafter referred to as "Grantee".

WITNESSETH THAT:

The Grantor, for and in consideration of ONE DOLLAR (\$1.00) and other valuable considerations, by these presents does hereby grant unto the Grantee, a nonexclusive easement over the following described property located in Sarasota County, Florida, to construct, operate and maintain underground sewer lines and a lift station, including necessary manholes, pipes and other below ground equipment and accessories incidental and desirable in connection therewith, with full right of ingress and egress thereto for Town of Longboat Key personnel and all necessary equipment, over and across the following described property, to wit:

Commence at the NW corner of the SW 1/4 of the NW 1/4 of Section 8, Township 36 South, Range 17 East, TOWN OF LONGBOAT KEY, Sarasota County, Florida, being also a point on the Southerly line of Longboat Shores Rev., as per plat thereof recorded in Plat Book 3, Page 49, Public Records of Sarasota County, Florida, and the North-easterly corner of Coquina Beach Subdivision as per plat thereof recorded in Plat Book 1, Page 203, Public Records of Sarasota County, Florida; run thence South 2°51'47" East along the Easterly line of said Coquina Beach Subdivision, 1444.22' to the Northeasterly right-of-way line of Gulf of Mexico Drive (100' wide) for a Point of Beginning, said point lying on the arc of a curve to the left, 1241.67', South 53°17'59" West of the center thereof; thence Southeastwardly along the arc of said curve, being also said Northeasterly right-of-way line, having a radius of 1241.67' and a central angle of 3°27'39", 75'; thence North 24°21'35" East, 68.60'; thence South 87°08'13" West, 75' to the Point of Beginning and containing 2,315.70 square feet more or less (0.05+ acres).

RESERVING unto the Grantor, however, all right, title, interest and privilege and the full enjoyment of said land and the use thereof



1021 PG 1102

for all purposes not inconsistent with the use hereinabove specified.

This easement is granted by Grantor and accepted by Grantee subject to the following conditions which Grantee covenants and agrees to perform:

1. To submit construction plans to Grantor for its approval prior to commencement of any construction on said premises. Grantee acknowledges that it is aware of the fact that this property is adjacent to the main entrance to Bay Isles, a quality residential and commercial center. Accordingly, Grantor reserves the right to consider esthetic aspects of any aboveground construction on the aforesaid premises as well as structural and engineering aspects. Further, Grantee agrees to limit the height of structures on said property to a maximum of 3 feet above natural ground level so as not to interfere with traffic visibility from Bay Isles Road.

2. To limit the use of such easement for underground lines and equipment only, except for hatch and vent pipes above ground, and the maintenance thereof, it being specifically understood and agreed that in no event shall this easement be construed to permit vehicular or pedestrian ingress and egress by the general public.

3. To cause no unnecessary or unreasonable obstruction over or upon the same.

4. To exercise due care in the use of said easement.

5. To keep said easement area in a clean, sightly and sanitary condition.

6. To use said easement area in such manner as not to create a nuisance to the owners of abutting property.

7. To use diligence in making excavations or other repairs and, after the completion thereof, to restore such easement to its former condition, including, but not limited to, returning the ground to the original grade and replacing any grass, shrubbery, trees or other landscaping disturbed by such work. Upon Grantee's failure to do so within a reasonable period of time, Grantor may perform such work and charge the same to Grantee.

OFF
REC 1021 PG 1103

OFF
REC 1021 PG 1103

REC 1021 PG 1104

8. 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 employees, invitees, licensees, or the public in general.

9. To indemnify and hold the Grantor harmless from any and all claims for the payment of any compensation or damages resulting from the use by the Grantee of the easement herein granted.

10. Within a reasonable time after completion of construction to furnish Grantor "as built" accurately scaled drawings showing the location and all pertinent and material details of underground lines and other improvements at any time placed within the easement herein granted.

11. Grantee understands that this easement is a non-exclusive easement and agrees to use the same with due consideration for the rights of other easement holders.

12. To the extent applicable and in order to effectuate the obvious intent of the parties hereunder, this easement is subject to the terms and provisions of those certain restrictions recorded in Official Records Book 835, Pages 116 thru 128, Public Records of Sarasota County, Florida; provided, however, the setbacks referred to therein shall be deemed inapplicable and the use hereinabove referred to shall be a permitted use.

13. Grantee agrees to pay any and all taxes or assessments levied against said property.

This instrument shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

Betty L. Ripley
Virginia Muel

ARVIDA CORPORATION

By

AS Vice President

ATTEST:

AS Assistant Secretary

STATE OF FLORIDA

COUNTY OF SARASOTA

I HEREBY CERTIFY that before me personally appeared JOHN P. SIEGEL and GEORGE A. DIETZ, Vice President and Assistant Secretary respectively, of ARVIDA CORPORATION, a corporation under the laws of the State of Delaware, to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that said instrument is the act and deed of the said corporation, and that they were duly authorized by said corporation to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in said County and State, this 15 day of October, 1973.

Virginia Mueller
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Nov. 24, 1973
Insured by Transamerica Insurance Co.

OCT 29 11 45 AM '73

RECEIVED AND RECORDED
SARASOTA CO., FLA.

547170

REC 1021 PG 1105

REC 1021 PG 1105

EASEMENT DEED

835 PG 112

367954

THIS INDENTURE made this 3rd day of April, A.D.

1970 by and between ARVIDA CORPORATION, a Delaware corporation, having its principal place of business in the County of Dade, State of Florida, hereinafter referred to as "Grantor", and TOWN OF LONGBOAT KEY, a Florida municipal corporation with its local office at Town Hall, Longboat Key, Florida, hereinafter referred to as "Grantee".

WITNESSETH THAT:

The Grantor, for and in consideration of ONE DOLLAR (\$1.00) and other valuable consideration, by these presents does hereby grant unto the Grantee, a non-exclusive temporary easement for pedestrian and vehicular ingress and egress over the following described property situate in Sarasota County, Florida, to-wit:

A 30' strip of land, 15' lying on each side of the following described centerline:
Commence at the NW Corner of the SW 1/4 of the NW 1/4 of Section 8, Township 36 S, Range 17 E. Town of Longboat Key, Sarasota County, Florida, being also a point on the southerly line of Longboat Shores Rev., as per plat thereof recorded in Plat Book 3, Page 49, Public Records of Sarasota County, Florida, and the northeasterly corner of Coquina Beach as per plat thereof recorded in Plat Book 1, Page 203, Public Records of Sarasota County, Florida; run thence S 2° 51' 47" E along the easterly line of said Coquina Beach Subdivision 1444.22' to the northeasterly right of way line of Gulf of Mexico Drive, (100'); thence N 87° 08' 13" E, 60' for a Point of Beginning; thence southwestwardly along the arc of a curve to the right, having a radius of 60', a central angle of 54° 46' 44", and a chord bearing of S 24° 31' 35" W, 57.36' to the northeasterly right of way line of Gulf of Mexico Drive for a Point of Termination.

WOOD, SCHER, WHITESELL & DRYMON
ATTORNEYS AT LAW
P. O. BOX 15425
SARASOTA, FLORIDA 33579

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
COMPTROLLER
APR-3'70
00.30
866010
SARASOTA COUNTY

SARASOTA COUNTY
007231
FLORIDA
APR-3'70
DOCUMENTARY SUR TAX
00.55

REC 835 PG 113

RESERVING unto the Grantor, however, all right, title, interest and privilege and the full enjoyment of said land and the use thereof for all purposes not inconsistent with the use hereinabove specified.

This easement is granted by Grantor and accepted by Grantee subject to the following conditions which Grantee covenants and agrees to perform:

1. To exercise due care in the use of said easement.
2. To cause no unnecessary or unreasonable obstruction or interruption of travel over or upon the same.
3. To limit the use of such easement to pedestrian and vehicular ingress and egress, for underground utility lines and equipment and the maintenance thereof, and for a directional sign.
4. To use diligence in making excavations or other repairs and, after the completion thereof, to restore such easement to its former condition, including, but not limited to, returning the ground to the original grade, returning any pavement removed or damaged to its original composition and condition, and replacing any grass, shrubbry, trees or other landscaping disturbed by such work. Upon Grantee's failure to do so within a reasonable period of time, Grantor may perform such work and charge the same to Grantee.
5. 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.
6. To indemnify and hold the Grantor harmless from any and all claims for the payment of any compensation or damages resulting from the use or maintenance of the easement granted.
7. Within a reasonable time after completion of con-

REC. 835 PG 114

struction to furnish Grantor "as built" accurately scaled drawings showing the location and all pertinent and material details of utility lines and other improvements at any time placed within the easement granted hereby.

8. That in the event Grantor should subsequently request the relocation of all or any portion of said easement, and utilities Grantee agrees to permit Grantor to relocate such road/at Grantor's expense and further agrees to execute and to exchange with Grantor such instruments as may be required to release the easement granted hereunder in return for a comparable easement over such other area as may be designated by Grantor.

9. This easement is a temporary easement only and shall terminate at such time as Grantor provides other means of access from Gulf of Mexico Drive to the Trantee's interior property either by public or private road.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered
in the presence of:

[Signature]
Lorna Lissan

ARVIDA CORPORATION

By *[Signature]* Vice President

Attest: *[Signature]*
As Assistant Secretary

(CORP. SEAL)

STATE OF FLORIDA)
COUNTY OF SARASOTA)

OFF. REC. 835 PG 115

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments in the state and county named above, personally appeared JOHN P. SIEGEL as Vice President and GEORGE A. DIETZ as Assistant Secretary of the above named Grantor corporation to me known to be the persons described in and who executed the foregoing Deed and acknowledged the execution thereof for and on behalf of said corporation as such officers for the purposes therein expressed, the affixing of its corporate seal, and that they were duly authorized by said corporation to do so.

WITNESS my hand and official seal in the state and county named above this 3rd day of April, 1970.

Loma Lissau
Notary Public

My Commission Expires:

State of Florida at Large
Commission Expires July 27, 1973
Bonded By American Fire & Casualty Co.

FILED AND RECORDED
ROBERT W. ZINN, CLERK
SARASOTA, CO., FLA.
APR 3 3 14 PM '70

367954

Return to:
WOOD, SCHEB & WHITESELL
ATTORNEYS AT LAW
P.O. Box 15425
Sarasota, Fla.

LBH + Rd lift sta

Bay Isles Lift Station

OFF. REC. 1269 PG 815

EASEMENT

880571

THIS INDENTURE, made this 29th day of September, A. D., 1978, by and between ARVIDA CORPORATION, a Delaware corporation authorized to do business in the State of Florida, herein referred to as Grantor, and TOWN OF LONGBOAT KEY, a municipal corporation of the State of Florida, herein referred to as Grantee, 501 Bay Isles Road, Longboat Key, FL 33548

W I T N E S S E T H:

That the said Grantor for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration by Grantee to Grantor duly paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey to Grantee, its successors and assigns forever, a nonexclusive perpetual easement for the operation and maintenance of a sewer lift station upon the following described land, situate in Sarasota County, Florida, to-wit:

A tract of land lying westerly of Longboat Club Road (60' wide) as per plat of Longboat Key Club Subdivision Unit No. 3, recorded in Plat Book 24, Page 44, Public Records of Sarasota County, Florida, being more particularly described as follows:

Commence at the most easterly corner of The Privateer Condominium as per plat thereof recorded in Condominium Book 6, Page 25, Public Records of Sarasota County, Florida, also being a point on the westerly line of said Longboat Club Road, for a point of Beginning; run thence S 44° 45' 17" E along said westerly line, 35'; thence S 45° 14' 43" W, 30'; thence N 44° 45' 17" W, 35' to the southerly line of said The Privateer Condominium; thence N 45° 14' 43" E along said southerly line, 30' to the Point of Beginning.

In the event Grantor subsequently grants easements over the afore-said property to other utility companies, such other utilities shall use said easement so as not to interfere with the easement hereby granted to Grantee.

IN WITNESS WHEREOF, Grantor has caused this indenture to be executed by its undersigned duly authorized officers as of the day and year first above set forth.

Executed in our Presence as Witnesses:

Kathleen Swanson
Mary Jane South

ARVIDA CORPORATION

By: John P. Siegel
As Vice President

ATTEST:

By: George A. Dietz
As its Assistant Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
PA. NOV-678 00.30
STATE OF FLORIDA
COUNTY OF SARASOTA:

FLORIDA
DOCUMENTARY STAMP TAX
PA. NOV-678 00.55
GRANTOR

I HEREBY CERTIFY that before me personally appeared JOHN P. SIEGEL, as Vice President, and GEORGE A. DIETZ, as Assistant Secretary, of ARVIDA CORPORATION, a Delaware corporation authorized to do business in the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that said instrument is the act and deed of the said corporation, and that they were duly authorized by said corporation to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in said County and State, this 29th day of September, 1978.

Mary Jane South
Notary Public

My Commission Expires:

OFF. REC. 1269 PG 815

Notary Public, State of Florida at Large
My Commission Expires June 8, 1981
Bonded by St. Paul Fire & Marine Insurance Co.

Central Files 11-28-78

880571
3005. Tamiami Tr.
Sarasota, FL 33579

PREPARED BY: GEORGE A. DIETZ
HARRISON, OIL & GETZEN, P.A.
3005 TAMIAAMI TRAIL, P. O. BOX 3258
SARASOTA, FLORIDA 33578