

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. Wamatch

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.

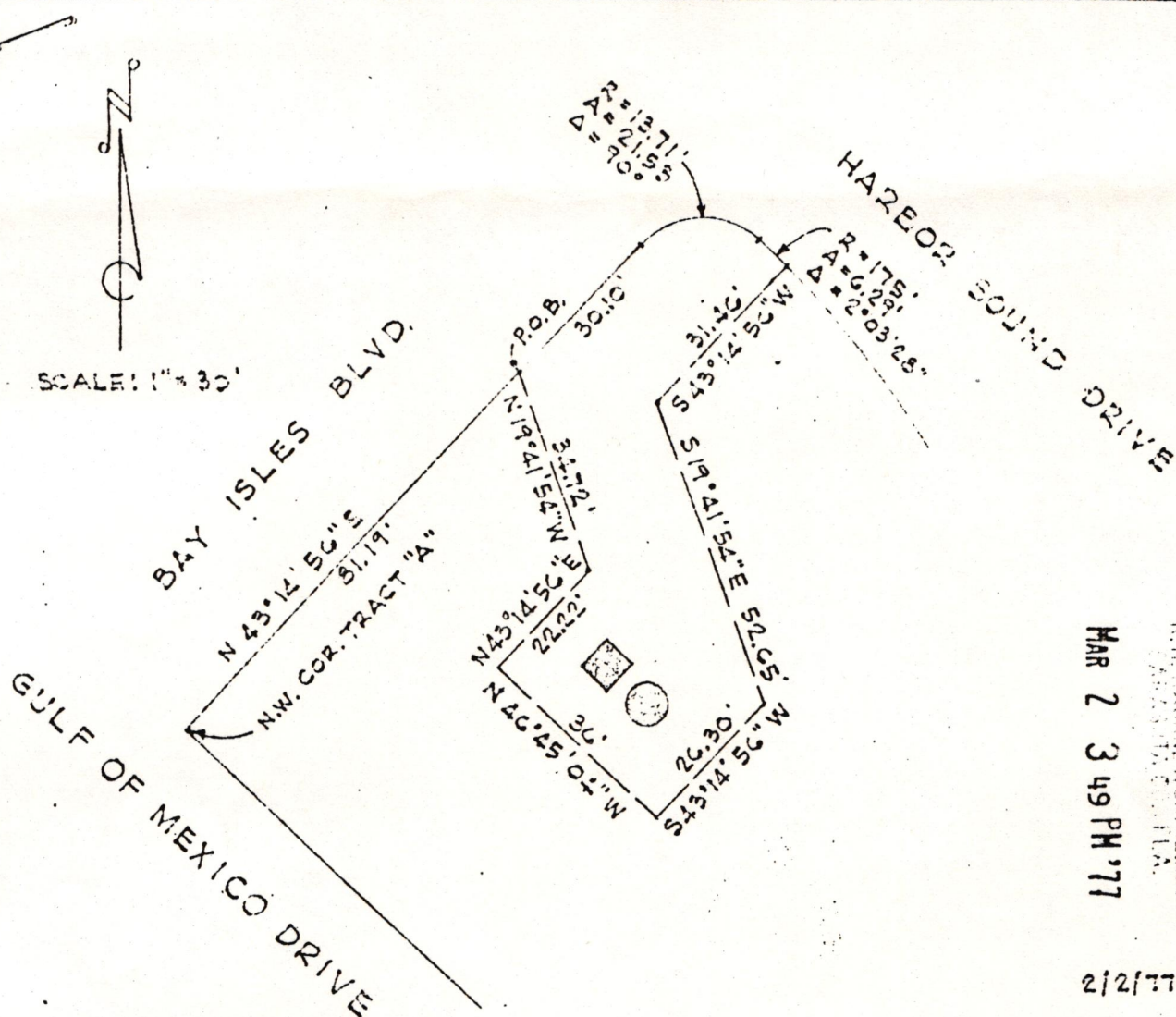
Betty L. Ripley
Notary Public

My Commission Expires:

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



PC Box 107
Longboat Key
33548



MAR 2 3 49 PM '77

2/2/77

741233

FILED AND RECORDED
IN THE PUBLIC RECORDS
OF SARASOTA COUNTY, FLA.

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.

WOOD, SCHEB, WHITESELL & WARREN

ATTORNEYS AT LAW

2187 SIESTA DRIVE

P. O. BOX 15425

SARASOTA, FLORIDA 33579

PHONE 958-1143

JOHN R. WOOD
JOHN M. SCHEB
I. W. WHITESELL, JR.
R. EARL WARREN
MICHAEL R. KARP
BRIAN Y. MILLER

November 5, 1973

(?) Left Flatiron
at Bay Dado
Rd
Orig. in S.C.
350 S. INDIANA AVE.
P. O. BOX 1305
ENGLEWOOD, FLORIDA 33533
PHONE 474-3241
488-0202

Mr. G. W. Allgire, Town Manager
Town of Longboat Key
P. O. Box 107
Longboat Key, Florida 33548

Dear Mr. Allgire:

Enclosed please find Easement Deed dated October 15,
1973 executed by Arvida Corporation as recorded in Official
Records Book 1021, Page 1102, Public Records of Sarasota County,
Florida.

Very truly yours,


I. W. Whitesell, Jr.

IWWjr:mw

Encl.

Filed in Town Records

EASEMENT DEED

REC 1021 PG 1102

547170

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

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".

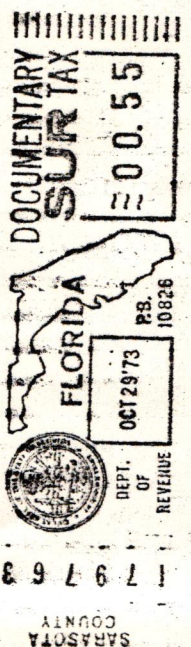
WITNESSETH THAT:

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 Northeasterly 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).



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891611

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

REC 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 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.

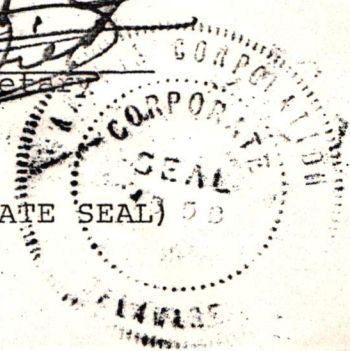
IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

Betty L. Ripley
Ernestine Muel Co

ARVIDA CORPORATION

By [Signature]
As Vice President
ATTEST: [Signature]
As Assistant Secretary



STATE OF FLORIDA

COUNTY OF SARASOTA

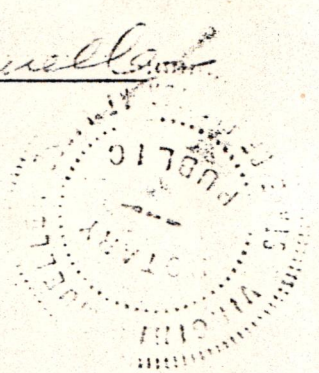
I HEREBY CERTIFY that before me personally appeared JOHN P. SIEGEL and GEORGE A. DIETZ, Vice President and Assistant Secretary respectively, of ARVIDA CORPORATION, a corporation under the laws of the State of Delaware, to me known to be the persons who signed the foregoing instrument as such officers, 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 Mulligan
Notary Public

My Commission Expires:

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



RECORDED
OCT 29 11 45 AM '73

547170

105
Arvida Corp
Longboat Key
23
525 Reg
3035
50 Court

EASEMENT DEED

OFF REC. 835 PG 112

To Orig
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, SCHEB, WHITESELL & DRYMON
ATTORNEYS AT LAW
P. O. BOX 15425
SARASOTA, FLORIDA 33579

PREPARED BY: GEORGE A. DIETZ
WILLIAMS PARKER HARRISON, DIETZ & GETZEN
1538 STATE STREET, P. O. BOX 3258
SARASOTA, FLORIDA 33578

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
CCMPTROLLER
APR-3-70
11063
866010
SARASOTA COUNTY

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

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-

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:

W. Whitwell
Lorna Lissan

ARVIDA CORPORATION

By *John R. King*
As Vice President

Attest: *George P. Dietz*
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 IN RECORDS
ROBERT W. TOWN, CLERK
SARASOTA, CO., FLA.
APR 3 3 14 PM '70

367954

LB 11/11/78
Orig in SE

OFF. 1269 PG 815
REC.

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, 55'; 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:

Katherine Swanson

May Jane South

ARVIDA CORPORATION

By: John P. Siegel
As its Vice President

ATTEST:

By: George A. Dietz
As its Assistant Secretary

(CORPORATE SEAL)

DOCUMENTARY
SUR TAX

GRANTOR

STATE OF FLORIDA
DOCUMENTARY
DEPT. OF REVENUE
STAMP TAX
PB. NOV-6'78 00.30

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 29th day of September, 1978.

May Jane South
Notary Public

My Commission Expires:

OFF. 1269 PG 815
REC.

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
FILED AND RECORDED
SARASOTA COUNTY
NOV 6 1978
3005. Pamie...
Sara H. 33579

GEORGE A. DIETZ
PARKER, HARRISON, DIETZ & GETZEN, P.A.
4000 GULFING BOULEVARD, P. O. BOX 3258
SARASOTA, FLORIDA 33578

Sumner Bryant
Bryant

ARVIDA CORPORATION

301 GULF OF MEXICO DRIVE • POST OFFICE BOX 6166 • SARASOTA, FLORIDA 33578 • (813) 388-2179

JOHN P. SIEGEL
VICE PRESIDENT

October 15, 1973

I. W. Whitesell, Jr., Esquire
Attorney for Town of Longboat Key
Post Office Box 15425
Sarasota, Florida 33578

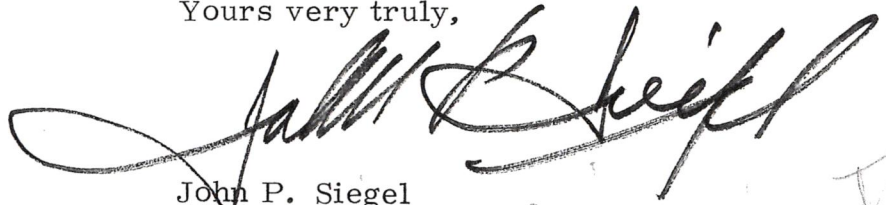
Re: Easement to Town for Lift Station Adjacent to Town Hall
Site Plan Approval
Construction Plan Approval

Dear Mr. Whitesell:

In accordance with our discussion of last Friday relative to the above matter, this letter will confirm that I have reviewed and approved the site plans for lift station "F" as reflected on sheet No. 30 of the engineering drawings prepared by Smally, Wellford & Nalven, Consulting Engineers (Project No. 1217-S) and I have also reviewed and approved the construction plans for said lift station as reflected on sheet No. 104 of the plans prepared by Smally, Wellford & Nalven, all of which pertains to the waste water collection system to be constructed by the Town of Longboat Key. I have signed one set of these plans and forward the same to you herewith.

This easement is granted with the understanding that upon completion of the installation of the lift station and other equipment, the surface area will be restored to its present condition and any trees or shrubbery disturbed by such work will be replaced.

Yours very truly,



John P. Siegel
Vice President

JPS/br

Enc.

cc: George A. Dietz, Esquire
Bennett & Bishop, Inc.

file under easements