

Also see Agreement File -
ARVIDA-WARRANTY DEED-EASEMENT
DEED AND CONVEYANCE AGREEMENT

EASEMENT

THIS INDENTURE, made this 20 day of July, 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, 501 Bay Isles Rd, Longboat Key, Fla. 33548

WITNESSETH:

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 over the following described land, situate in Sarasota County, Florida, to-wit:

A nonexclusive easement for the installation and maintenance of water and sewer lines under the private streets in BAY ISLES, Unit No. 1, as per plat thereof recorded in Plat Book 23, Pages 35, 35A and 35B, Public Records of Sarasota County, Florida.

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. Wamers

ARVIDA CORPORATION

By: [Signature]
As Vice President

ATTEST:

By: George A. Dietz
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 20th day of July, 1977.

Betty L. Ripley
Notary Public

My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires Nov. 10, 1979
Bonded by American Fire & Casualty Co.

5.25 Rec
30.55
Longboat Key
105
Arvida Corp
Longboat Key

Down Hall
Access
also see
agreement
367954 File
Linda Right
also see
agreement

EASEMENT DEED

OFF. REC. 835 PG 112

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.

ATTORNEYS AT LAW
P. O. BOX 15425
SARASOTA, FLORIDA 33579

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
COMPTROLLER
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SARASOTA COUNTY

SARASOTA COUNTY

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FLORIDA
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DOCUMENTARY
SUR TAX
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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, 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. Whitely
Lorna Lissan

ARVIDA CORPORATION

By W. P. King
As President
Attest: George P. Dick
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. ZIM, CLERK
SARASOTA, CO., FLA.
APR 3 3 14 PM '70

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