

Record \$10.50

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

TERMINATION AND RELEASE OF EASEMENT

THIS TERMINATION AND RELEASE OF EASEMENT is made this ____ day of _____, 2015, by **THE CITY OF VENICE**, a municipal corporation (“City”), whose mailing address is _____.

RECITALS:

A. By virtue of easement recorded in Official Records Book 1709, page 713, Public Records of Sarasota County, Florida, City was granted a lift station and force main easement (the “Easement”) under and upon certain real property described and depicted therein (the “Easement Property”).

B. City is the current holder of the Easement.

C. City has obtained a separate easement sufficient for the replacement purposes of the existing Easement.

D. Accordingly, City desires to terminate the Easement and release the Easement Property from the Easement.

NOW, THEREFORE, in consideration of \$1.00 and other valuable consideration, receipt of which is hereby acknowledged, City hereby terminates the Easement and releases the Easement Property from the Easement.

IN WITNESS WHEREOF, City has executed this Termination and Release of Easement the day and year first above written.

WITNESSES:

**CITY OF VENICE
CITY COUNCIL**

Signature of Witness

Print Name of Witness

Signature of Witness

By: _____
John Holic, Mayor

Print Name of Witness

STATE OF FLORIDA
COUNTY OF SARASOTA

I hereby certify that on this ____ day of _____ 2015, before me personally appeared John Holic, as Mayor of City of Venice, a municipal corporation, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged that he executed the foregoing instrument for and on behalf of the municipal corporation for the purposes therein expressed and that he was duly authorized by the municipal corporation.

(Notary Seal)

Notary Public

Print Name of Notary Public

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

EASEMENT AGREEMENT

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AGREEMENT MADE AUG 14, 1984 between the SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a Body Corporate, having its offices at 2418 Hatton Street, Sarasota, Florida 33577, herein called "Owner" and THE CITY OF VENICE, a Municipal Corporation under the laws of the State of Florida, having its principal place of business at 401 West Venice Avenue, Venice, Florida 33595, herein called "Corporation".

SECTION 1
Conveyance of Easement

Owner hereby grants and conveys to Corporation in perpetuity or for such period of time as the lands on which the easement is located are used for public school purposes, whichever is the lesser, a non-exclusive easement for the purpose of operating, maintaining and repair of the sewerage lift station and force main over and across the property owned by the Owner and as indicated on the attached Exhibit "A". The easement pertains to lands within the area bounded by colored boundary lines indicated on Exhibit "A", and showing the location of the new lift station and existing force main with access to said area from the existing school roadways and bounded in general by existing building structures and property lines as indicated on Exhibit "A".

SECTION 2
Purposes Defined

Operation and maintenance of the lift station and force main, as used in this Agreement, means the operation, payment for electric power and maintenance of equipment, controls and all appurtenances, the ownership of which is being transferred to the Corporation by a bill of sale.

SECTION 3
Operation and Maintenance

Once constructed by the Owner, the lift station and force main shall be operated and maintained in good repair by the Owner at its sole cost and expense until one year from acceptance by the Corporation of the transfer of ownership. The Owner shall be responsible for the operation, maintenance and repairs to the lift station and force main for one year from the acceptance by the Corporation.

SECTION 4
Consideration

No consideration is due from either party to the other for the conveyance of the lift station and force main and the non-exclusive easement hereby granted to maintain the same.

SECTION 5
Easement to Run with the Land

This non-exclusive easement shall run with the land and shall be binding

O. R. 1709 PG 0713

City of Venice
Venice 8095

on and shall inure to the benefit of the parties hereto, their heirs, successors or assigns.

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SECTION 6
Condition of Agreement

It shall be the obligation of the Corporation to maintain in good repair and operation said lift station and force main in perpetuity or until such time as the Owner ceases to use said lands for public school purposes.

IN WITNESS WHEREOF the parties have executed this Agreement at Sarasota, Florida the day and year first above written.

THE SCHOOL BOARD OF SARASOTA COUNTY,
FLORIDA

By: Mary Margaret DeBlas
Chairman



ATTEST:

James H. Fyfe
Secretary

CITY OF VENICE, FLORIDA

By: Richard W. [Signature]
Mayor

ATTEST:

John E. Smith
City Manager

APPROVED AS TO FORM: Richard W. Cooney 3-30-84
SCHOOL BOARD ATTORNEY

O.R. 1709 PG 0714

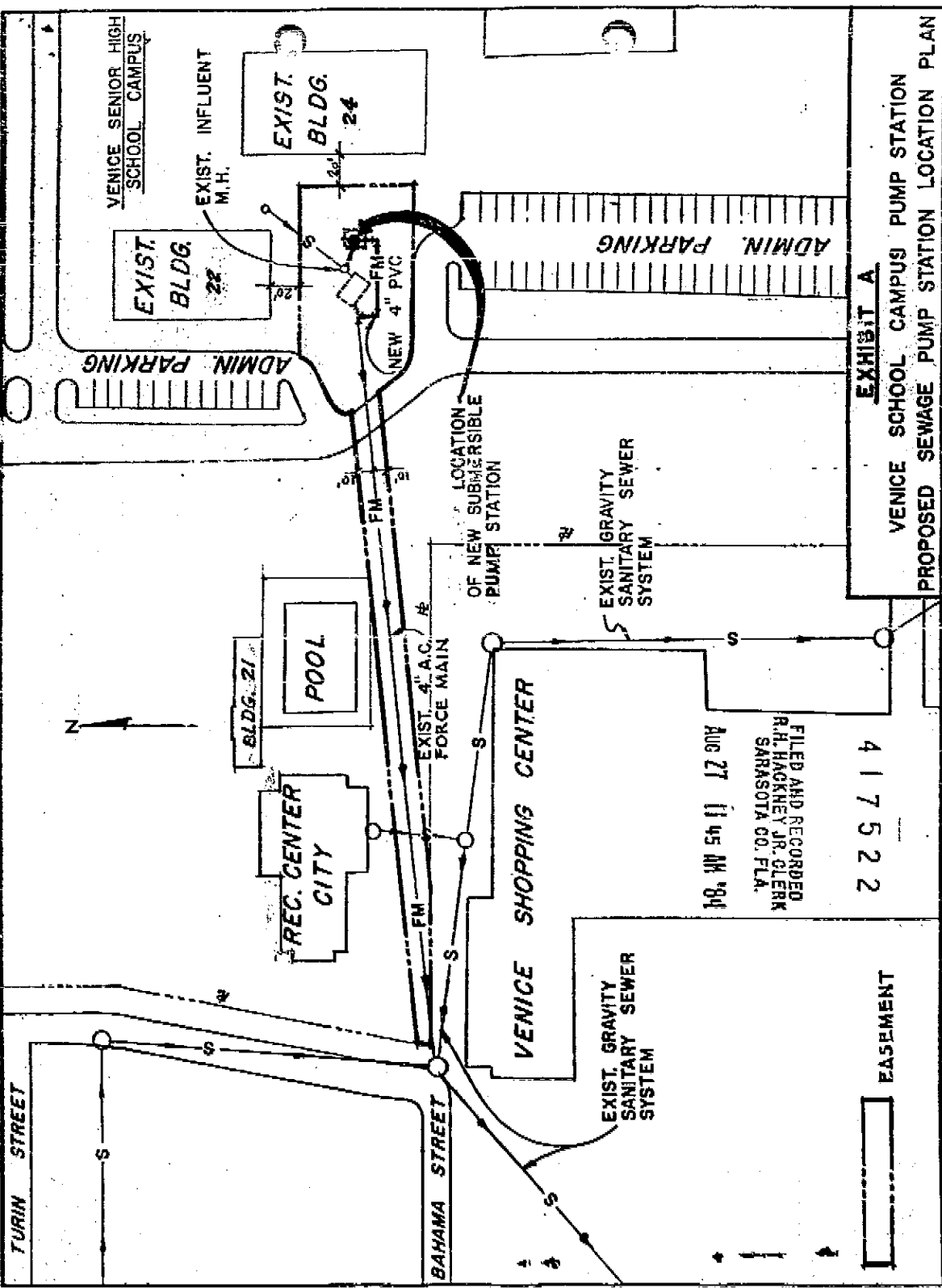


EXHIBIT A

**VENICE SCHOOL CAMPUS PUMP STATION LOCATION PLAN
PROPOSED SEWAGE PUMP STATION LOCATION PLAN**