

**CONTRACT FOR PURCHASE  
FOR AN EASEMENT**

**THIS AGREEMENT**, entered into by and between **FLORIDA POWER AND LIGHT COMPANY**, a Florida Corporation, owner of the following described property, whose mailing address is **700 Universe Boulevard, Attention: Corporate Real Estate Department, Juno Beach, Florida 33408**, hereinafter "Seller", and the **COUNTY OF MANATEE**, a political subdivision of the State of Florida, with its principal offices located in the Manatee County Government Administration Center, 1112 Manatee Avenue West, Bradenton, Florida 34205, hereinafter "Buyer":

**WITNESSETH:**

That in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereto agree that the Seller shall sell and the Buyer shall buy, upon the following terms and conditions, the following three separate described easements upon real property located in the County of Manatee, State of Florida:

- Easement – 69<sup>th</sup> Street Vehicle Crossing**
- Easement – 69<sup>th</sup> Street Drainage**
- Easement – 69<sup>th</sup> Street Temporary Construction Area**

It is further agreed by and between the parties as follows:

1. The **PURCHASE PRICE** shall be.....**\$7,409.00.**  
The full amount of the purchase price, subject to adjustment upon closing as hereinafter provided, shall be paid at the time of closing this transaction, same being the time at which Seller shall deliver to the Buyer three separate and individual **easements** as required by this contract.

2. **TITLE EVIDENCE:** Due to the nature of this conveyance, Seller will not be required to furnish an Abstract of Title or Title Insurance. Buyer may conduct whatever title search Buyer deems necessary. If Buyer notifies Seller of existing title defects other than those to which the conveyance is to be made subject by the terms of this Agreement and other than those for which recordable discharges are, in accordance with local custom, to be furnished at the closing, then Seller shall promptly make a diligent effort to perfect the title to the extent called for by this Agreement.

3. **RECORDING:** Buyer shall pay for the cost of recording each and all of the easements.

4. **CLOSING:** This transaction shall be closed on or before \_\_\_\_\_. Closing shall be held in the county where property is located, at the following location **1112 Manatee Avenue West, Suite 800, Bradenton, Florida 34205** or other location agreeable to both parties.

5. **BROKER'S FEE:** Buyer will pay no commission to any broker in connection with the purchase and sale of the above-described property, and Seller warrants that it has assumed no obligation to pay any such commission in connection therewith.

6. **EASEMENTS:** Seller shall deliver to the Buyer good, sufficient and properly recordable easements which are attached hereto and incorporated herein by this reference as follows:

- Easement – 69<sup>th</sup> Street Vehicle Crossing**
- Easement – 69<sup>th</sup> Street Drainage**
- Easement – 69<sup>th</sup> Street Temporary Construction Area**

7. **SPECIAL PROVISIONS:**           **N/A**

Contract for Purchase  
for a Easement continued:

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Purchase For An Easement, this 17<sup>th</sup> day of October, 2011.

Signed, sealed and delivered  
in the presence of:

(CORPORATE SEAL)

**SELLER:**

**FLORIDA POWER & LIGHT COMPANY**

a Florida corporation

BY: [Signature]  
Vice President of Corporate Real Estate

Printed Name

ATTEST: [Signature]  
Director of Corporate Real Estate

~~Director, Corporate Real Estate~~  
Printed Name

Witness

Printed Name

Witness

Printed Name

**BUYER:**

COUNTY OF MANATEE, FLORIDA,  
by and through its BOARD OF  
COUNTY COMMISSIONERS:

BY: [Signature]  
Chairman

ATTEST: R. B. SHORE  
Clerk of the Circuit Court

By: [Signature]  
Deputy Clerk

This instrument prepared by:  
Joaquin Servia, Manager, Property Acquisition  
Property Management Department  
P.O. Box 1000  
Bradenton, Florida 34206



**EASEMENT – 69<sup>th</sup> Street Vehicle Crossing**

**THIS EASEMENT** is hereby granted upon this 17<sup>th</sup> day of October, 2011, by FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose mailing address is 700 Universe Boulevard, Attn. Corp Real Estate Dept, Juno Beach, Florida 33408 ("**Grantor**") to Board of County Commissioners, Manatee County, Florida, a political subdivision of the State of Florida, whose mailing address is 1112 Manatee Avenue West, Bradenton, FL 34205 ("**Grantee**").

Grantor, in consideration of ten dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Grantee, this non-exclusive Easement over, across and upon Grantor's land located in Manatee County, Florida ("**Easement Area**"), more particularly described and shown in "**Exhibit A**" and "**Exhibit B**", both attached hereto and incorporated herein by this reference, solely for the purpose of constructing, operating, and maintaining a public road right-of-way a.k.a. 69<sup>th</sup> Street.

Grantee's rights and use of the Easement Area is subject to all encumbrances, conditions, covenants, agreements, instruments, rights, and easements applicable to Grantor's title to and/or rights to Grantor's land, including, but not limited to any existing or future utilities located over, on, in, under, across or through Grantor's land, whether or not recorded in any official public record.

Grantee shall use the Easement Area in compliance with all applicable laws, statutes, ordinances, regulations and rules of all governmental entities having, now or in the future, jurisdiction over the Easement Area. Further, Grantee shall comply with Grantor's rules, policies, specifications and directives to avoid interference with Grantor's continued use of its land, including, but not limited to the Easement Area for railroad operation, maintenance and other purposes.

Grantee shall, at its sole cost and expense, maintain all of the Easement Area which is more than two feet (2') outside of each rail. Grantor shall maintain, at Grantee's sole cost and expense in the form of reimbursement to Grantor, all of the Easement Area from the centerline of the track to a point two feet (2') outside of each rail. Grantor shall provide an invoice to Grantee for maintenance work performed by and/or on behalf of Grantor, and Grantee shall pay such invoices to reimburse Grantor. Maintenance shall include all types that are typical and customary for repair, maintenance, modification, and/or improvement of a vehicular crossing of a railroad track and right-of-way, including, but not limited to crossing signals. Grantee shall have the affirmative obligation to perform such maintenance as needed on a continuous basis; however Grantor shall have the right to direct Grantee to perform maintenance as deemed necessary in the sole opinion of the Grantor.

Grantee shall perform its maintenance obligations in compliance with all applicable laws, statutes, ordinances and regulations, and in accordance with Grantor's rules, policies, specifications and directives. Grantee shall obtain prior written approval from Grantor on each and every occasion for which Grantee must perform maintenance. Grantor shall not unreasonably withhold such approval. Grantee shall apply, pay for and obtain, at its sole cost, all permits and licenses in compliance with all applicable law, statutes, regulations and rules.

Grantee shall exercise its rights and privileges granted herein at Grantee's sole risk. Grantee hereby agrees to indemnify and hold harmless, as permitted by Florida Statute 768.28, from any and all suits, actions, losses, costs, liabilities, expenses, demands and claims, including all court costs and attorney's fees ("**Liability**") imposed upon and/or sustained by Grantor, its parent, subsidiaries, affiliates and their respective officers, directors, agents and employees ("**Grantor Entities**") to any person(s), natural or artificial, by reason of any fatality, bodily injury and/or property damage resulting from or related to the occupancy and use of the Easement Area, except to the extent that Grantor Entities is found by a court of law to have caused or contributed to such Liability due to negligence of Grantor Entities.

If Grantor, in its sole opinion, elects to alter, modify, change, improve, expand, relocate, remove, maintain or otherwise effect its land or right-of-way, and/or the improvements and/or any facility within the Easement Area, then Grantor shall bear such cost and expense in its entirety and ensure that Grantee's Easement Area either remains in place or is replaced with like kind in both size and function.

Grantor, along with its successors and assigns shall continue to enjoy the full and unrestricted use of its land, right-of-way, and the improvements and facilities thereon.

This Easement is granted in perpetuity, except that it may be terminated and extinguished by Grantor if a court of law determines that Grantee has breached any of the terms, provisions, or conditions contained herein, in which case, Grantee shall execute a Release of Easement in a form acceptable to Grantor and for proper recording in the official county records of the county wherein the Easement Area lies.

**IN WITNESS WHEREOF**, Grantor has executed this Agreement to become effective upon this 17<sup>th</sup> day of October, 2011.

**GRANTOR**  
Florida Power & Light Company,  
a Florida corporation

Signed, sealed and delivered  
in the presence of:  
Signature: \_\_\_\_\_  
Print Name: Jeffrey W. Long

By: \_\_\_\_\_  
Its: Vice President of Corporate Real Estate  
Print Name: Terry L. Hicks

(Corporate Seal)

**ACKNOWLEDGMENT**

STATE OF FLORIDA            )  
  )ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011 before me, the undersigned notary public, personally appeared \_\_\_\_\_ (name) as \_\_\_\_\_ (title) for Florida Power and Light Company who is personally known to me to be the persons who subscribed to the foregoing instrument or who have produced \_\_\_\_\_ and \_\_\_\_\_, respectively as identification, and acknowledged that they executed the same on behalf of said corporation and that they were duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
Print name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**GRANTEE**

Board of County Commissioners  
Manatee County, Florida,  
a political subdivision of the State of Florida

ATTEST:  
R.B. Shore,  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Donna G. Hayes, Chairman  
Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

Approved as to legal form and sufficiency

By: \_\_\_\_\_  
Rodney C. Wade, Deputy County Attorney

**ACKNOWLEDGMENT**

STATE OF FLORIDA            )  
  )ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011 before me, the undersigned notary public, personally appeared \_\_\_\_\_ (name) as \_\_\_\_\_ (title) for Manatee County, who is personally known to me to be the persons who subscribed to the foregoing instrument or who have produced \_\_\_\_\_ and \_\_\_\_\_, respectively as identification, and acknowledged that they executed the same on behalf of said Manatee County and that they were duly authorized so to do.

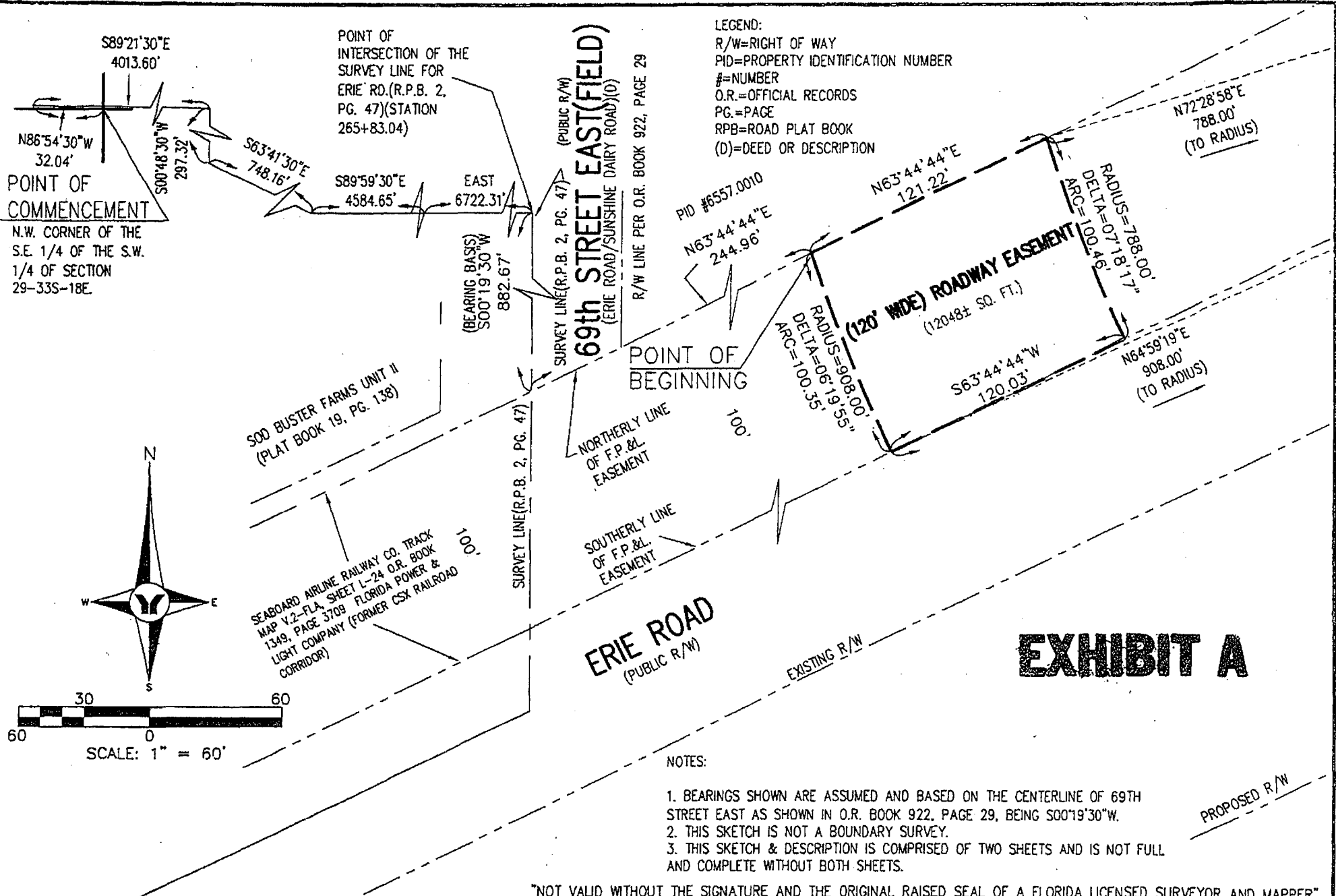
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

Print name: \_\_\_\_\_

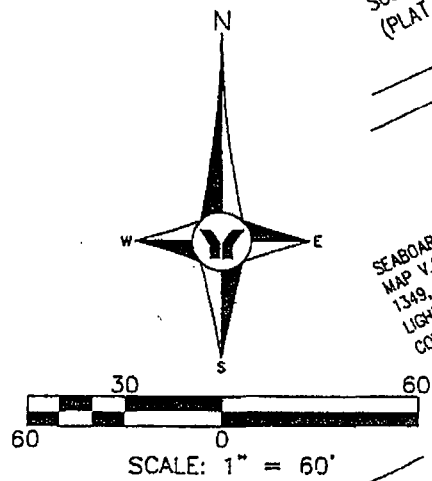
Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



LEGEND:  
 R/W=RIGHT OF WAY  
 PID=PROPERTY IDENTIFICATION NUMBER  
 #=NUMBER  
 O.R.=OFFICIAL RECORDS  
 PG.=PAGE  
 RPB=ROAD PLAT BOOK  
 (D)=DEED OR DESCRIPTION

POINT OF COMMENCEMENT  
 N.W. CORNER OF THE  
 S.E. 1/4 OF THE S.W.  
 1/4 OF SECTION  
 29-33S-18E.



POINT OF BEGINNING

**EXHIBIT A**

NOTES:

1. BEARINGS SHOWN ARE ASSUMED AND BASED ON THE CENTERLINE OF 69TH STREET EAST AS SHOWN IN O.R. BOOK 922, PAGE 29, BEING S00°19'30"W.
2. THIS SKETCH IS NOT A BOUNDARY SURVEY.
3. THIS SKETCH & DESCRIPTION IS COMPRISED OF TWO SHEETS AND IS NOT FULL AND COMPLETE WITHOUT BOTH SHEETS.

"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER"

	INITIALS	DATE
CREW CHIEF		
DRAWN	P.L.	3/28/11
CHECKED	MEB	3/29/11
FIELD BOOK		
FIELD DATE		

*F. Peter Lutz, Jr.*  
 F. PETER LUTZ, JR. PSM 88 5508  
 DATE 5/23/11



**George F. Young, Inc.**  
 10540 PORTAL CROSSING, SUITE 105 BRADENTON, FLORIDA 34211  
 PHONE (941) 747-2981 FAX (941) 747-7234  
 BUSINESS ENTITY LB21  
 ARCHITECTURE • ENGINEERING • ENVIRONMENTAL • LANDSCAPE • PLANNING • SURVEYING • UTILITIES  
 GAINESVILLE • LAKEWOOD RANCH • ORLANDO • PALM BEACH GARDENS • ST. PETERSBURG • TAMPA • VENICE

**ROADWAY EASEMENT  
 SKETCH & DESCRIPTION**  
 SECTION 35 TOWNSHIP 33 S., RANGE 18 E.  
 PREPARED FOR: MANATEE Co. PUBLIC WORKS  
 P.O. BOX 1000  
 BRADENTON, FL. 34206

JOB NO.  
 0973000511  
 SHEET NO.  
 S1 OF S2

# EXHIBIT A

## ROADWAY EASEMENT

A (120' WIDE) ROADWAY EASEMENT FOR THE INSTALLATION & MAINTENANCE OF THE RELOCATED 69TH STREET EAST ROADWAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 33 SOUTH, RANGE 18 EAST; THENCE NORTH 86°54'30" WEST, 32.04 FEET; THENCE SOUTH 89°21'30" EAST, 4013.60 FEET; THENCE SOUTH 00°48'30" WEST, 297.32 FEET; THENCE SOUTH 63°41'30" EAST, 748.16 FEET; THENCE SOUTH 89°59'30" EAST, 4584.65 FEET; THENCE EAST, 6722.31 FEET TO THE POINT OF INTERSECTION OF THE SURVEY LINE FOR ERIE ROAD EAST (STATION 265+83.04) AS SHOWN ON ROAD PLAT BOOK 2, PAGE 47, ERIE ROAD PROJECT No. 883, LAST REVISED 07/18/75, MANATEE COUNTY, FLORIDA; SAID SURVEY LINE ALSO DESCRIBED IN OFFICIAL RECORDS BOOK 922, PAGE 29, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE, CONTINUE ALONG SAID SURVEY LINE, SOUTH 00°19'30" WEST, 882.67 FEET TO ITS INTERSECTION WITH THE NORTHERLY LINE OF FLORIDA POWER & LIGHT PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 1349, PAGE 3709 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, FORMERLY THE CSX RAILROAD CORRIDOR; THENCE ALONG SAID NORTHERLY LINE, NORTH 63°44'44" EAST, 244.96 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUE ALONG SAID NORTHERLY LINE, NORTH 63°44'44" EAST, 121.22 FEET TO A POINT LYING ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS NORTH 72°28'58" EAST, 788.00 FEET; THENCE, LEAVING SAID NORTHERLY LINE AND ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 788.00 FEET AND A CENTRAL ANGLE OF 07°18'17", 100.46 FEET ITS INTERSECTION WITH THE SOUTHERLY LINE OF SAID FLORIDA POWER & LIGHT PARCEL; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 63°44'44" WEST, 120.03 FEET TO A POINT LYING ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS NORTH 64°59'19" EAST, 908.00 FEET; THENCE, LEAVING SAID SOUTHERLY LINE AND ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 908.00 FEET AND A CENTRAL ANGLE OF 06°19'55", 100.35 FEET TO THE POINT OF BEGINNING AND CONTAINING 12048 SQUARE FEET, MORE OR LESS.

### NOTES:

1. SEE SHEET S1 FOR SKETCH.
2. THIS SKETCH IS NOT A BOUNDARY SURVEY.
3. THIS SKETCH & DESCRIPTION IS COMPRISED OF TWO SHEETS AND IS NOT FULL AND COMPLETE WITHOUT BOTH SHEETS.

	INITIALS	DATE
CREW CHIEF		
DRAWN	P.L.	3/28/11
CHECKED	MEB	3/29/11
FIELD BOOK		
FIELD DATE		

F. PETER LUTZ, JR. PSM LS 5506  
DATE



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ROADWAY EASEMENT SKETCH & DESCRIPTION		JOB NO. 0973000511
SECTION 35 TOWNSHIP 33 S., RANGE 18 E.		SHEET NO.
PREPARED FOR: MANATEE Co. PUBLIC WORKS P.O. BOX 1000 BRADENTON, FL. 34206		S2 OF S2

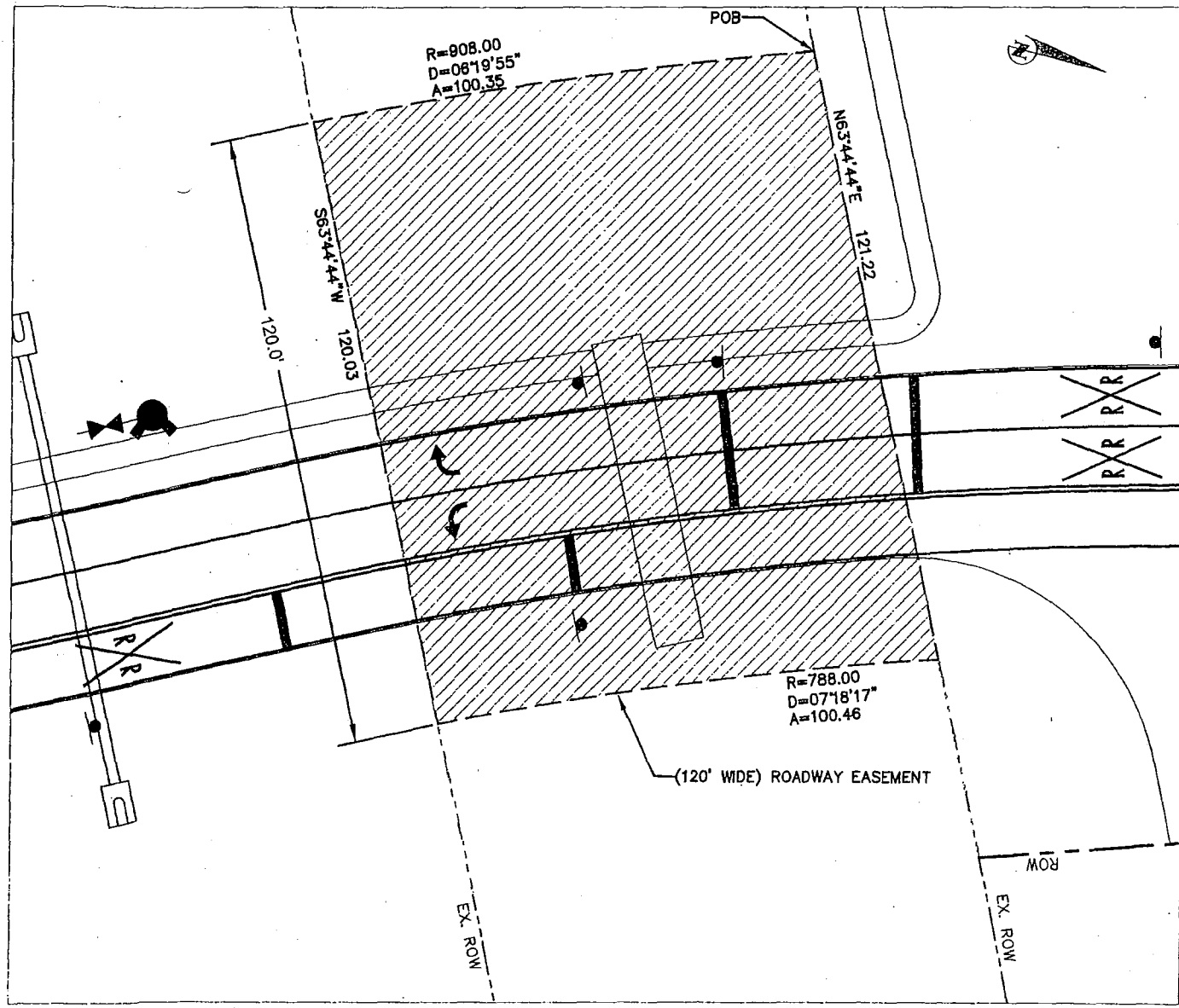


# EXHIBIT B

## ROADWAY EASEMENT

A (120' WIDE) ROADWAY EASEMENT FOR THE INSTALLATION & MAINTENANCE OF THE RELOCATED 69TH STREET EAST ROADWAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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1"=20'

**ERIE ROAD @ 69TH ST. EAST-  
 INTERSECTION  
 (120' WIDE) ROADWAY EASMENT**

DATE	
BY	
PROVISION DESCRIPTION	
NO.	
PROJECT #	380-6060400
SURVEY #	1029, 1230
RED./TWP./RNG.	80&33/33S/18E
SCALE	1"=20'
	BY DATE
SURVEYED	
DESIGNED	
DRAWN	JE 05/24/11
CHECKED	



EASEMENT – 69<sup>th</sup> Street Drainage

**THIS EASEMENT** is hereby granted upon this 17<sup>th</sup> day of October, 2011, by FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose mailing address is 700 Universe Boulevard, Attn. Corp Real Estate Dept, Juno Beach, Florida 33408 ("**Grantor**") to Board of County Commissioners, Manatee County, Florida, a political subdivision of the State of Florida, whose mailing address is 1112 Manatee Avenue West, Bradenton, FL 34205 ("**Grantee**").

Grantor, in consideration of ten dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Grantee, this non-exclusive Easement over, across, under and upon Grantor's land located in Manatee County, Florida ("**Easement Area**"); more particularly described and shown in "**Exhibit A**" attached hereto and incorporated herein by this reference, solely for the purpose of constructing, operating, and maintaining a public storm-water drainage culvert and related appurtenances.

Grantee's rights and use of the Easement Area is subject to all encumbrances, conditions, covenants, agreements, instruments, rights, and easements applicable to Grantor's title to and/or rights to Grantor's land, including, but not limited to any existing or future utilities located over, on, in, under, across or through Grantor's land, whether or not recorded in any official public record.

Grantee shall use the Easement Area in compliance with all applicable laws, statutes, ordinances, regulations and rules of all governmental entities having, now or in the future, jurisdiction over the Easement Area. Further, Grantee shall comply with Grantor's rules, policies, specifications and directives to avoid interference with Grantor's continued use of its land, including, but not limited to the Easement Area for railroad operation, maintenance and other purposes.

Grantee shall, at its sole cost and expense, maintain all of the Easement Area which is more than two feet (2') outside of each rail. Grantor shall maintain, at Grantee's sole cost and expense in the form of reimbursement to Grantor, all of the Easement Area from the centerline of the track to a point two feet (2') outside of each rail. Grantor shall provide an invoice to Grantee for maintenance work performed by and/or on behalf of Grantor, and Grantee shall pay such invoices to reimburse Grantor. Maintenance shall include all types that are typical and customary for repair, maintenance, modification, and/or improvement of a vehicular crossing of a railroad track and right-of-way, including, but not limited to crossing signals. Grantee shall have the affirmative obligation to perform such maintenance as needed on a continuous basis; however Grantor shall have the right to direct Grantee to perform maintenance as deemed necessary in the sole opinion of the Grantor.

Grantee shall perform its maintenance obligations in compliance with all applicable laws, statutes, ordinances and regulations, and in accordance with Grantor's rules, policies, specifications and directives. Grantee shall obtain prior written approval from Grantor on each and every occasion for which Grantee must perform maintenance. Grantor shall not unreasonably withhold such approval. Grantee shall apply, pay for and obtain, at its sole cost, all permits and licenses in compliance with all applicable law, statutes, regulations and rules.

Grantee shall exercise its rights and privileges granted herein at Grantee's sole risk. Grantee hereby agrees to indemnify and hold harmless, as permitted by Florida Statute 768.28, from any and all suits, actions, losses, costs, liabilities, expenses, demands and claims, including all court costs and attorney's fees ("**Liability**") imposed upon and/or sustained by Grantor, its parent, subsidiaries, affiliates and their respective officers, directors, agents and employees ("**Grantor Entities**") to any person(s), natural or artificial, by reason of any fatality, bodily injury and/or property damage resulting from or related to the occupancy and use of the Easement Area, except to the extent that Grantor Entities is found by a court of law to have caused or contributed to such Liability due to negligence of Grantor Entities.

If Grantor, in its sole opinion, elects to alter, modify, change, improve, expand, relocate, remove, maintain or otherwise effect its land or right-of-way, and/or the improvements and/or any facility within the Easement Area, then Grantor shall bear such cost and expense in its entirety and ensure that Grantee's Easement Area either remains in place or is replaced with like kind in both size and function.

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**IN WITNESS WHEREOF**, Grantor has executed this Agreement this 17<sup>th</sup> day of October, 2011.

**GRANTOR**  
Florida Power & Light Company,  
a Florida corporation

Signed, sealed and delivered  
in the presence of:  
Signature: \_\_\_\_\_  
Print Name: Jeffrey W. Long

By: \_\_\_\_\_  
Its: Vice President of Corporate Real Estate  
Print Name: Terry L. Hicks

(Corporate Seal)

**ACKNOWLEDGMENT**

STATE OF FLORIDA            )  
  )ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011 before me, the undersigned notary public, personally appeared \_\_\_\_\_ (name) as \_\_\_\_\_ (title) for Florida Power and Light Company who is personally known to me to be the persons who subscribed to the foregoing instrument or who have produced \_\_\_\_\_ and \_\_\_\_\_, respectively as identification, and acknowledged that they executed the same on behalf of said corporation and that they were duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
Print name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**GRANTEE**

Board of County Commissioners  
Manatee County, Florida,  
a political subdivision of the State of Florida

ATTEST:  
R.B. Shore,  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Donna G. Hayes, Chairman

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

Approved as to legal form and sufficiency

By: \_\_\_\_\_  
Rodney C. Wade, Deputy County Attorney

**ACKNOWLEDGMENT**

STATE OF FLORIDA            )  
  )ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011 before me, the undersigned notary public, personally appeared \_\_\_\_\_ (name) as \_\_\_\_\_ (title) for Manatee County, who is personally known to me to be the persons who subscribed to the foregoing instrument or who have produced \_\_\_\_\_ and \_\_\_\_\_, respectively as identification, and acknowledged that they executed the same on behalf of said Manatee County and that they were duly authorized so to do.

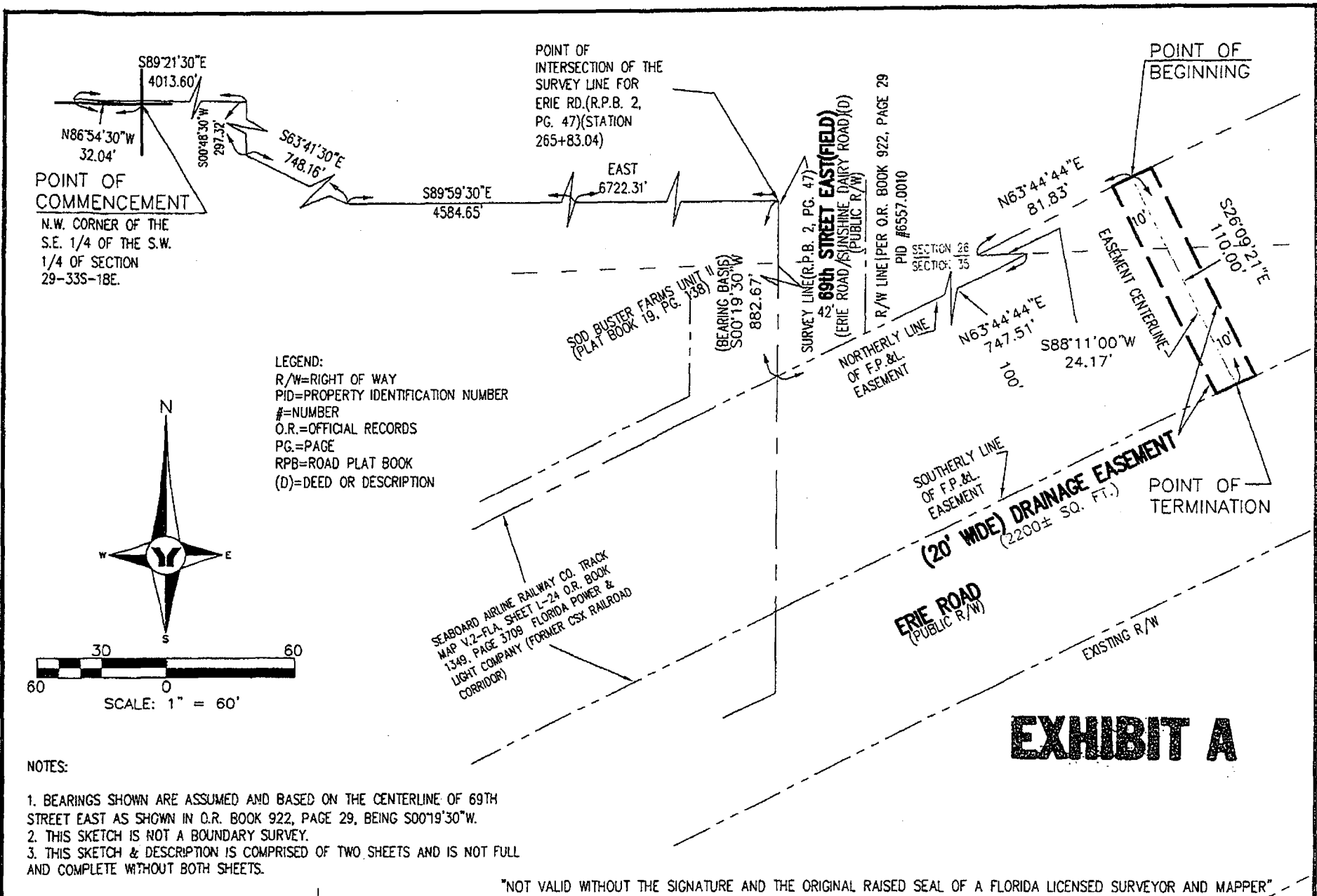
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

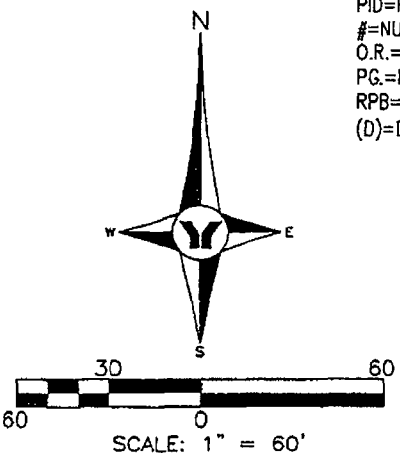
Print name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



LEGEND:  
 R/W=RIGHT OF WAY  
 PID=PROPERTY IDENTIFICATION NUMBER  
 #=NUMBER  
 O.R.=OFFICIAL RECORDS  
 PG.=PAGE  
 RPB=ROAD PLAT BOOK  
 (D)=DEED OR DESCRIPTION



- NOTES:
1. BEARINGS SHOWN ARE ASSUMED AND BASED ON THE CENTERLINE OF 69TH STREET EAST AS SHOWN IN O.R. BOOK 922, PAGE 29, BEING S00°19'30"W.
  2. THIS SKETCH IS NOT A BOUNDARY SURVEY.
  3. THIS SKETCH & DESCRIPTION IS COMPRISED OF TWO SHEETS AND IS NOT FULL AND COMPLETE WITHOUT BOTH SHEETS.

"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER"

	INITIALS	DATE
CREW CHIEF		
DRAWN	P.L.	3/28/11
CHECKED	MEB	3/29/11
FIELD BOOK		
FIELD DATE		

*F. Peter Lutz, Jr.*  
 F. PETER LUTZ, JR. PSW 13-5506  
 DATE 3/23/11



**George F. Young, Inc.**

10540 PORTAL CROSSING, SUITE 105 BRADENTON, FLORIDA 34211  
 PHONE (941) 747-2981 FAX (941) 747-7234  
 BUSINESS ENTITY LB21

ARCHITECTURE • ENGINEERING • ENVIRONMENTAL • LANDSCAPE • PLANNING • SURVEYING • UTILITIES  
 GAINESVILLE • LAKEWOOD RANCH • ORLANDO • PALM BEACH GARDENS • ST. PETERSBURG • TAMPA • VENICE

(20' WIDE) DRAINAGE EASEMENT  
 SKETCH & DESCRIPTION  
 SECTION 26 & 35 TOWNSHIP 33 S., RANGE 18 E.  
 PREPARED FOR: MANATEE Co. PUBLIC WORKS  
 P.O. BOX 1000  
 BRADENTON, FL 34206

JOB NO.  
 0973000511  
 SHEET NO.  
 S1 OF S2

**EXHIBIT A**

A (20' WIDE) DRAINAGE EASEMENT AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 33 SOUTH, RANGE 18 EAST; THENCE NORTH 86°54'30" WEST, 32.04 FEET; THENCE SOUTH 89°21'30" EAST, 4013.60 FEET; THENCE SOUTH 00°48'30" WEST, 297.32 FEET; THENCE SOUTH 63°41'30" EAST, 748.16 FEET; THENCE SOUTH 89°59'30" EAST, 4584.65 FEET; THENCE EAST, 6722.31 FEET TO THE POINT OF INTERSECTION OF THE SURVEY LINE FOR ERIE ROAD EAST (STATION 265+83.04) AS SHOWN ON ROAD PLAT BOOK 2, PAGE 47, ERIE ROAD PROJECT No. 883, LAST REVISED 07/18/75, MANATEE COUNTY, FLORIDA; SAID SURVEY LINE ALSO DESCRIBED IN OFFICIAL RECORDS BOOK 922, PAGE 29, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE, CONTINUE ALONG SAID SURVEY LINE, SOUTH 00°19'30" WEST, 882.67 FEET TO ITS INTERSECTION WITH THE NORTHERLY LINE OF FLORIDA POWER & LIGHT PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 1349, PAGE 3709 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, FORMERLY THE CSX RAILROAD CORRIDOR; THENCE ALONG SAID NORTHERLY LINE, NORTH 63°44'44" EAST, 747.51 FEET; THENCE SOUTH 88°11'00" WEST, 24.17 FEET; THENCE NORTH 63°44'44" EAST, 81.83 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID (20' WIDE) DRAINAGE EASEMENT; THENCE, LEAVING SAID NORTHERLY LINE OF SAID FLORIDA POWER & LIGHT PARCEL AND LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: SOUTH 26°09'21" EAST, 110.00 FEET TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF SAID FLORIDA POWER & LIGHT PARCEL FOR A POINT OF TERMINATION AND CONTAINING 2200 SQUARE FEET, MORE OR LESS.

# EXHIBIT A

NOTES:

1. SEE SHEET S1 FOR SKETCH.
2. THIS SKETCH IS NOT A BOUNDARY SURVEY.
3. THIS SKETCH & DESCRIPTION IS COMPRISED OF TWO SHEETS AND IS NOT FULL AND COMPLETE WITHOUT BOTH SHEETS.

	INITIALS	DATE	 <p><b>George F. Young, Inc.</b>          10540 PORTAL CROSSING, SUITE 105 BRADENTON, FLORIDA 34211          PHONE (941) 747-2981 FAX (941) 747-7234          BUSINESS ENTITY LB21          ARCHITECTURE • ENGINEERING • ENVIRONMENTAL • LANDSCAPE • PLANNING • SURVEYING • UTILITIES          GAINESVILLE • LAKEWOOD RANCH • ORLANDO • PALM BEACH GARDENS • ST. PETERSBURG • TAMPA • VENICE</p>	<p><b>(20' WIDE) DRAINAGE EASEMENT          SKETCH &amp; DESCRIPTION</b></p> <p>SECTION 26 &amp; 35 TOWNSHIP 33 S., RANGE 18 E.          PREPARED FOR: MANATEE Co. PUBLIC WORKS          P.O. BOX 1000          BRADENTON, FL. 34206</p>	JOB NO. 0973000511  SHEET NO. S2 of S2
CREW CHIEF					
DRAWN	P.L.	4/4/11			
CHECKED	MEB	4/5/11			
FIELD BOOK					
FIELD DATE					
			F. PETER LUTZ, JR. PSM LS 5506 DATE _____		

**EASEMENT – 69<sup>th</sup> Street Temporary Construction Area**

**CC**COPY

**THIS EASEMENT** is hereby granted upon this 17<sup>th</sup> day of October, 2011, by FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose mailing address is 700 Universe Boulevard, Attn. Corp Real Estate Dept, Juno Beach, Florida 33408 ("**Grantor**") to Board of County Commissioners, Manatee County, Florida, a political subdivision of the State of Florida, whose mailing address is 1112 Manatee Avenue West, Bradenton, FL 34205 ("**Grantee**").

Grantor, in consideration of ten dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Grantee, this non-exclusive Easement over, across, under and upon Grantor's land located in Manatee County, Florida ("**Easement Area**"); more particularly described and shown in "**Exhibit A**" attached hereto and incorporated herein by this reference, solely for the purpose of constructing a railroad / public road right-of-way crossing, drainage culvert and other associated appurtenances and facilities.

Grantee's rights and use of the Easement Area is subject to all encumbrances, conditions, covenants, agreements, instruments, rights, and easements applicable to Grantor's title to and/or rights to Grantor's land, including, but not limited to any existing or future utilities located over, on, in, under, across or through Grantor's land, whether or not recorded in any official public record.

Grantee shall use the Easement Area in compliance with all applicable laws, statutes, ordinances, regulations and rules of all governmental entities having, now or in the future, jurisdiction over the Easement Area. Further, Grantee shall comply with Grantor's rules, policies, specifications and directives to avoid interference with Grantor's continued use of its land, including, but not limited to the Easement Area for railroad operation, maintenance and other purposes.

Grantee shall, at its sole cost and expense, maintain all of the Easement Area which is more than two feet (2') outside of each rail. Grantor shall maintain, at Grantee's sole cost and expense in the form of reimbursement to Grantor, all of the Easement Area from the centerline of the track to a point two feet (2') outside of each rail. Grantor shall provide an invoice to Grantee for maintenance work performed by and/or on behalf of Grantor, and Grantee shall pay such invoices to reimburse Grantor. Maintenance shall include all types that are typical and customary for repair, maintenance, modification, and/or improvement of a vehicular crossing of a railroad track and right-of-way, including, but not limited to crossing signals. Grantee shall have the affirmative obligation to perform such maintenance as needed on a continuous basis; however Grantor shall have the right to direct Grantee to perform maintenance as deemed necessary in the sole opinion of the Grantor.

Grantee shall perform its maintenance obligations in compliance with all applicable laws, statutes, ordinances and regulations, and in accordance with Grantor's rules, policies, specifications and directives. Grantee shall obtain prior written approval from Grantor on each and every occasion for which Grantee must perform maintenance. Grantor shall not unreasonably withhold such approval. Grantee shall apply, pay for and obtain, at its sole cost, all permits and licenses in compliance with all applicable law, statutes, regulations and rules.

Grantee shall exercise its rights and privileges granted herein at Grantee's sole risk. Grantee hereby agrees to indemnify and hold harmless, as permitted by Florida Statute 768.28, from any and all suits, actions, losses, costs, liabilities, expenses, demands and claims, including all court costs and attorney's fees ("**Liability**") imposed upon and/or sustained by Grantor, its parent, subsidiaries, affiliates and their respective officers, directors, agents and employees ("**Grantor Entities**") to any person(s), natural or artificial, by reason of any fatality, bodily injury and/or property damage resulting from or related to the occupancy and use of the Easement Area, except to the extent that Grantor Entities is found by a court of law to have caused or contributed to such Liability due to negligence of Grantor Entities.

If Grantor, in its sole opinion, elects to alter, modify, change, improve, expand, relocate, remove, maintain or otherwise effect its land or right-of-way, and/or the improvements and/or any facility within the Easement Area, then Grantor shall bear such cost and expense in its entirety and ensure that Grantee's Easement Area either remains in place or is replaced with like kind in both size and function.

**CC**COPY

Grantor, along with its successors and assigns shall continue to enjoy the full and unrestricted use of its land, right-of-way, and the improvements and facilities thereon.

This Easement is granted for a term and duration of two (2) years which shall commence upon the date that the "Construction Notice To Proceed" is issued and becomes effective, except that this Easement may be terminated and extinguished by Grantor if a court of law determines that Grantee has breached any of the terms, provisions, or conditions contained herein, in which case, Grantee shall execute a Release of Easement in a form acceptable to Grantor and for proper recording in the official county records of the county wherein the Easement Area lies.

**IN WITNESS WHEREOF**, Grantor has executed this Agreement this 17<sup>th</sup> day of October, 2011.

**GRANTOR**  
Florida Power & Light Company,  
a Florida corporation

Signed, sealed and delivered  
in the presence of:  
Signature: \_\_\_\_\_  
Print Name: Jeffrey W. Long

By: \_\_\_\_\_  
Its: Vice President of Corporate Real Estate  
Print Name: Terry L. Hicks

(Corporate Seal)

**ACKNOWLEDGMENT**

STATE OF FLORIDA            )  
  )ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011 before me, the undersigned notary public, personally appeared \_\_\_\_\_ (name) as \_\_\_\_\_ (title) for Florida Power and Light Company who is personally known to me to be the persons who subscribed to the foregoing instrument or who have produced \_\_\_\_\_ and \_\_\_\_\_, respectively as identification, and acknowledged that they executed the same on behalf of said corporation and that they were duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
Print name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**GRANTEE**

Board of County Commissioners  
Manatee County, Florida,  
a political subdivision of the State of Florida

ATTEST:  
R.B. Shore,  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Donna G. Hayes, Chairman  
Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

Approved as to legal form and sufficiency

By: \_\_\_\_\_  
Rodney C. Wade, Deputy County Attorney

**ACKNOWLEDGMENT**

STATE OF FLORIDA            )  
  )ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011 before me, the undersigned notary public, personally appeared \_\_\_\_\_ (name) as \_\_\_\_\_ (title) for Manatee County, who is personally known to me to be the persons who subscribed to the foregoing instrument or who have produced \_\_\_\_\_ and \_\_\_\_\_, respectively as identification, and acknowledged that they executed the same on behalf of said Manatee County and that they were duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

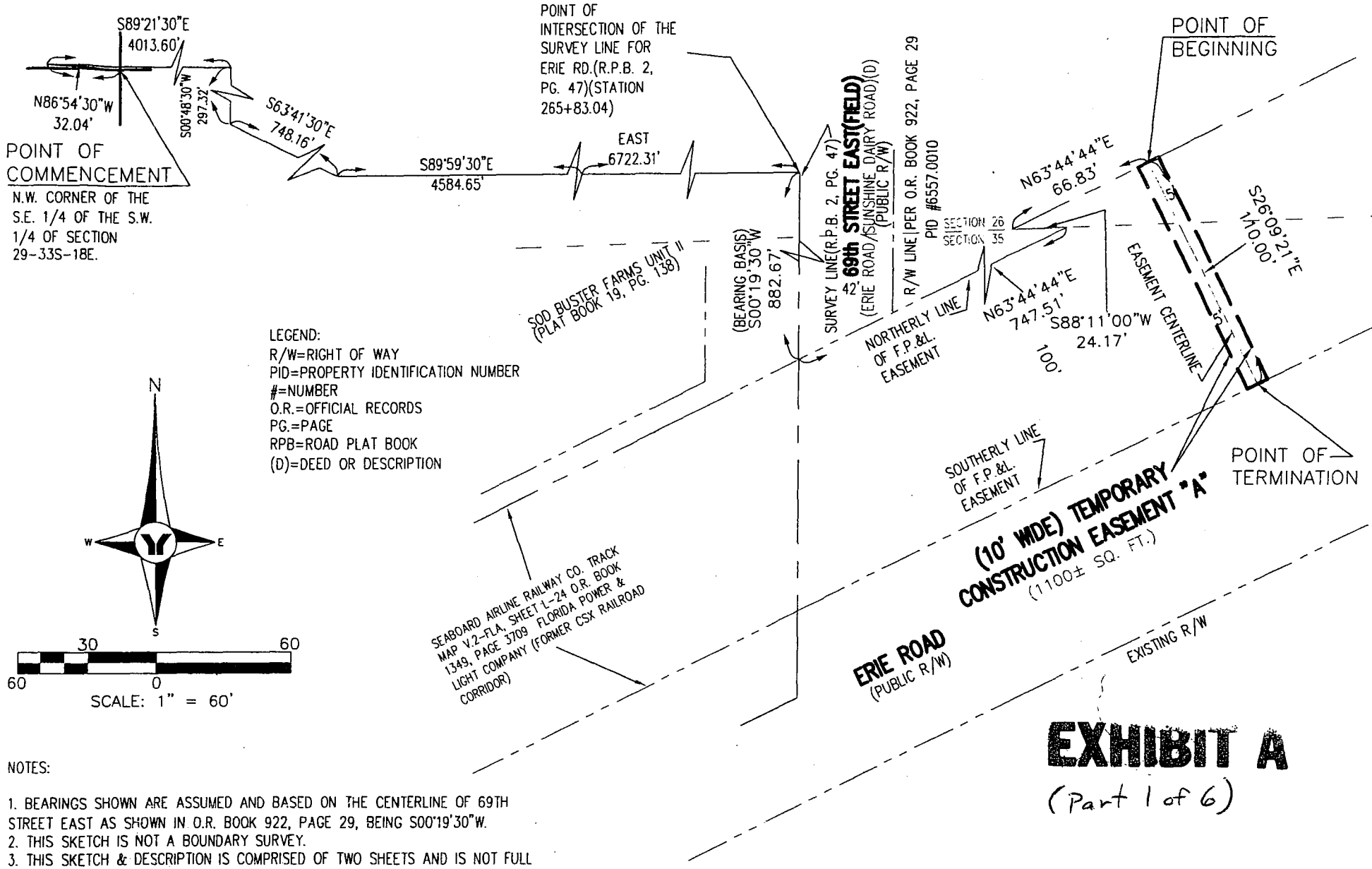
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

Print name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_





NOTES:

1. BEARINGS SHOWN ARE ASSUMED AND BASED ON THE CENTERLINE OF 69TH STREET EAST AS SHOWN IN O.R. BOOK 922, PAGE 29, BEING S00°19'30"W.
2. THIS SKETCH IS NOT A BOUNDARY SURVEY.
3. THIS SKETCH & DESCRIPTION IS COMPRISED OF TWO SHEETS AND IS NOT FULL AND COMPLETE WITHOUT BOTH SHEETS.

**EXHIBIT A**  
(Part 1 of 6)

"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER"

CREW CHIEF	INITIALS	DATE
DRAWN	P.L.	4/4/11
CHECKED	MEB	4/5/11
FIELD BOOK		
FIELD DATE		

*F. Peter Lutz, Jr.*  
F. PETER LUTZ, JR. PSM LS 5506  
DATE 5/23/11



**George F. Young, Inc.**  
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**TEMPORARY CONSTRUCTION EASEMENT-"A"  
SKETCH & DESCRIPTION**  
SECTION 26 & 35 TOWNSHIP 33 S., RANGE 18 E.  
PREPARED FOR: MANATEE Co. PUBLIC WORKS  
P.O. BOX 1000  
BRADENTON, FL. 34206

JOB NO.  
0973000511  
SHEET NO.  
S1 OF S2

TEMPORARY CONSTRUCTION EASEMENT "A"

A (10' WIDE) TEMPORARY CONSTRUCTION EASEMENT AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 33 SOUTH, RANGE 18 EAST; THENCE NORTH 86°54'30"WEST, 32.04 FEET; THENCE SOUTH 89°21'30" EAST, 4013.60 FEET; THENCE SOUTH 00°48'30"WEST, 297.32 FEET; THENCE SOUTH 63°41'30"EAST, 748.16 FEET; THENCE SOUTH 89°59'30"EAST, 4584.65 FEET; THENCE EAST, 6722.31 FEET TO THE POINT OF INTERSECTION OF THE SURVEY LINE FOR ERIE ROAD EAST (STATION. 265+83.04) AS SHOWN ON ROAD PLAT BOOK 2, PAGE 47, ERIE ROAD PROJECT No. 883, LAST REVISED 07/18/75, MANATEE COUNTY, FLORIDA; SAID SURVEY LINE ALSO DESCRIBED IN OFFICIAL RECORDS BOOK 922, PAGE 29, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE, CONTINUE ALONG SAID SURVEY LINE, SOUTH 00°19'30" WEST, 882.67 FEET TO ITS INTERSECTION WITH THE NORTHERLY LINE OF FLORIDA POWER & LIGHT PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 1349, PAGE 3709 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, FORMERLY THE CSX RAILROAD CORRIDOR; THENCE ALONG SAID NORTHERLY LINE, NORTH 63°44'44" EAST, 747.51 FEET; THENCE SOUTH 88°11'00"WEST, 24.17 FEET; THENCE NORTH 63°44'44"EAST, 66.83 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID (10' WIDE) TEMPORARY CONSTRUCTION EASEMENT "A"; THENCE, LEAVING SAID NORTHERLY LINE OF SAID FLORIDA POWER & LIGHT PARCEL AND LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: SOUTH 26°09'21" EAST, 110.00 FEET TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF SAID FLORIDA POWER & LIGHT PARCEL FOR A POINT OF TERMINATION AND CONTAINING 1100 SQUARE FEET, MORE OR LESS.

**EXHIBIT A**  
(Part 2 of 6)

NOTES:

1. SEE SHEET S1 FOR SKETCH.
2. THIS SKETCH IS NOT A BOUNDARY SURVEY.
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	INITIALS	DATE
CREW CHIEF		
DRAWN	P.L.	4/4/11
CHECKED	MEB	4/5/11
FIELD BOOK		
FIELD DATE		

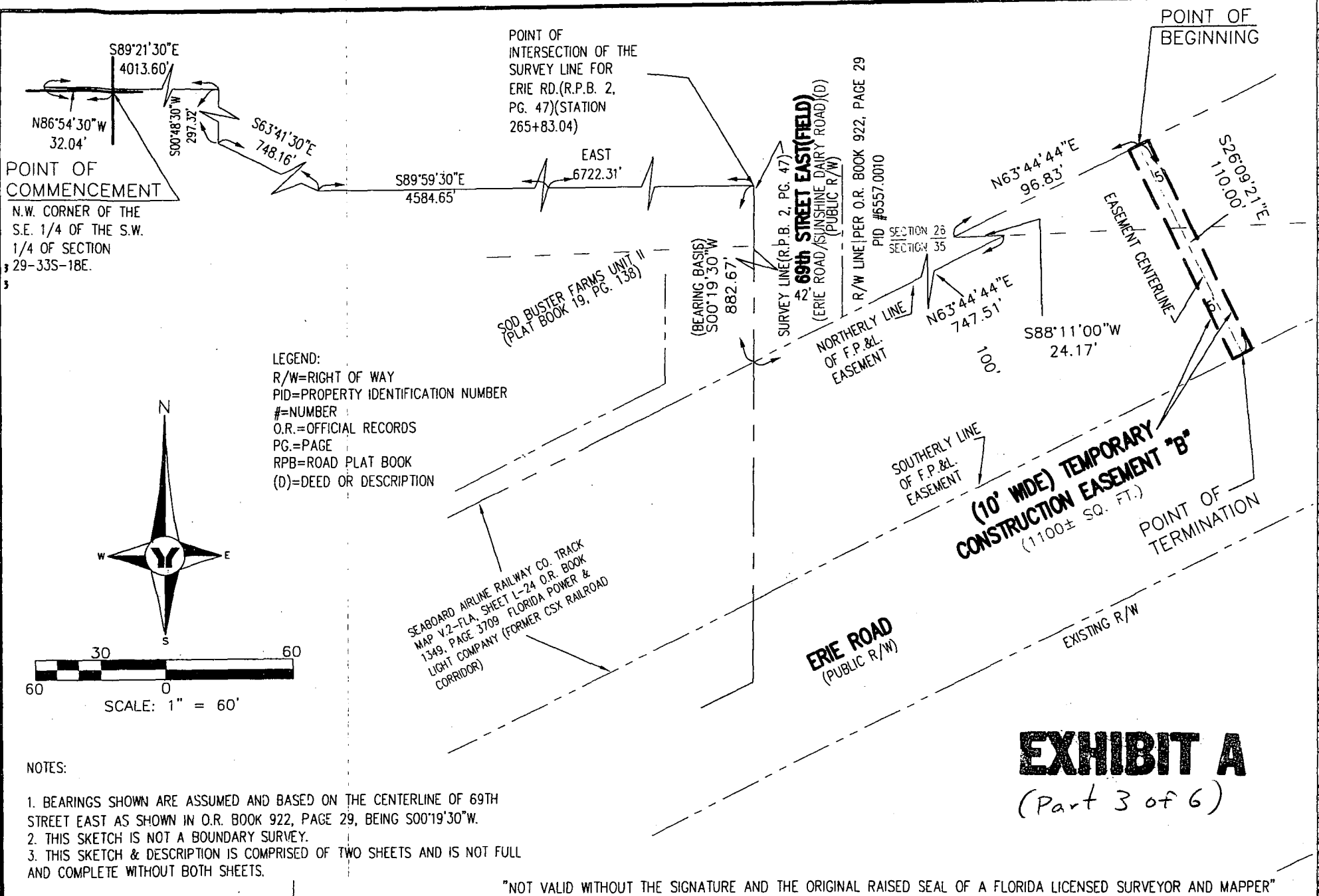
F. PETER LUTZ, JR. PSM LS 5506
DATE



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TEMPORARY CONSTRUCTION EASEMENT-"A"  
**SKETCH & DESCRIPTION**  
 SECTION 26 & 35 TOWNSHIP 33 S. RANGE 18 E.  
 PREPARED FOR: MANATEE Co. PUBLIC WORKS  
 P.O. BOX 1000  
 BRADENTON, FL. 34206

JOB NO. 0973000511  
 SHEET NO. S2 OF S2



# EXHIBIT A

(Part 3 of 6)

"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER"

	INITIALS	DATE
CREW CHIEF		
DRAWN	P.L.	4/4/11
CHECKED	MEB	4/5/11
FIELD BOOK		
FIELD DATE		

*F. Peter Lutz, Jr.*  
F. PETER LUTZ, JR. PSM LS 5506  
5/23/11  
DATE



**George F. Young, Inc.**  
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**TEMPORARY CONSTRUCTION EASEMENT-"B"**  
**SKETCH & DESCRIPTION**  
SECTION 26 & 35 TOWNSHIP 33 S., RANGE 18 E.  
PREPARED FOR: MANATEE Co. PUBLIC WORKS  
P.O. BOX 1000  
BRADENTON, FL. 34206

JOB NO.  
0973000511  
SHEET NO.  
S1 OF S2

TEMPORARY CONSTRUCTION EASEMENT "B"

A (10' WIDE) TEMPORARY CONSTRUCTION EASEMENT AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 33 SOUTH, RANGE 18 EAST; THENCE NORTH 86°54'30"WEST, 32.04 FEET; THENCE SOUTH 89°21'30" EAST, 4013.60 FEET; THENCE SOUTH 00°48'30"WEST, 297.32 FEET; THENCE SOUTH 63°41'30"EAST, 748.16 FEET; THENCE SOUTH 89°59'30"EAST, 4584.65 FEET; THENCE EAST, 6722.31 FEET TO THE POINT OF INTERSECTION OF THE SURVEY LINE FOR ERIE ROAD EAST (STATION 265+83.04) AS SHOWN ON ROAD PLAT BOOK 2, PAGE 47, ERIE ROAD PROJECT No. 883, LAST REVISED 07/18/75, MANATEE COUNTY, FLORIDA; SAID SURVEY LINE ALSO DESCRIBED IN OFFICIAL RECORDS BOOK 922, PAGE 29, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE, CONTINUE ALONG SAID SURVEY LINE, SOUTH 00°19'30" WEST, 882.67 FEET TO ITS INTERSECTION WITH THE NORTHERLY LINE OF FLORIDA POWER & LIGHT PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 1349, PAGE 3709 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, FORMERLY THE CSX RAILROAD CORRIDOR; THENCE ALONG SAID NORTHERLY LINE, NORTH 63°44'44" EAST, 747.51 FEET; THENCE SOUTH 88°11'00"WEST, 24.17 FEET; THENCE NORTH 63°44'44"EAST, 96.83 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID (10' WIDE) TEMPORARY CONSTRUCTION EASEMENT "B"; THENCE, LEAVING SAID NORTHERLY LINE OF SAID FLORIDA POWER & LIGHT PARCEL AND LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: SOUTH 26°09'21" EAST, 110.00 FEET TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF SAID FLORIDA POWER & LIGHT PARCEL FOR A POINT OF TERMINATION AND CONTAINING 1100 SQUARE FEET, MORE OR LESS.

**EXHIBIT A**  
(Part 4 of 6)

NOTES:

1. SEE SHEET S1 FOR SKETCH.
2. THIS SKETCH IS NOT A BOUNDARY SURVEY.
3. THIS SKETCH & DESCRIPTION IS COMPRISED OF TWO SHEETS AND IS NOT FULL AND COMPLETE WITHOUT BOTH SHEETS.

	INITIALS	DATE
CREW CHIEF		
DRAWN	P.L.	4/4/11
CHECKED	MEB	4/5/11
FIELD BOOK		
FIELD DATE		

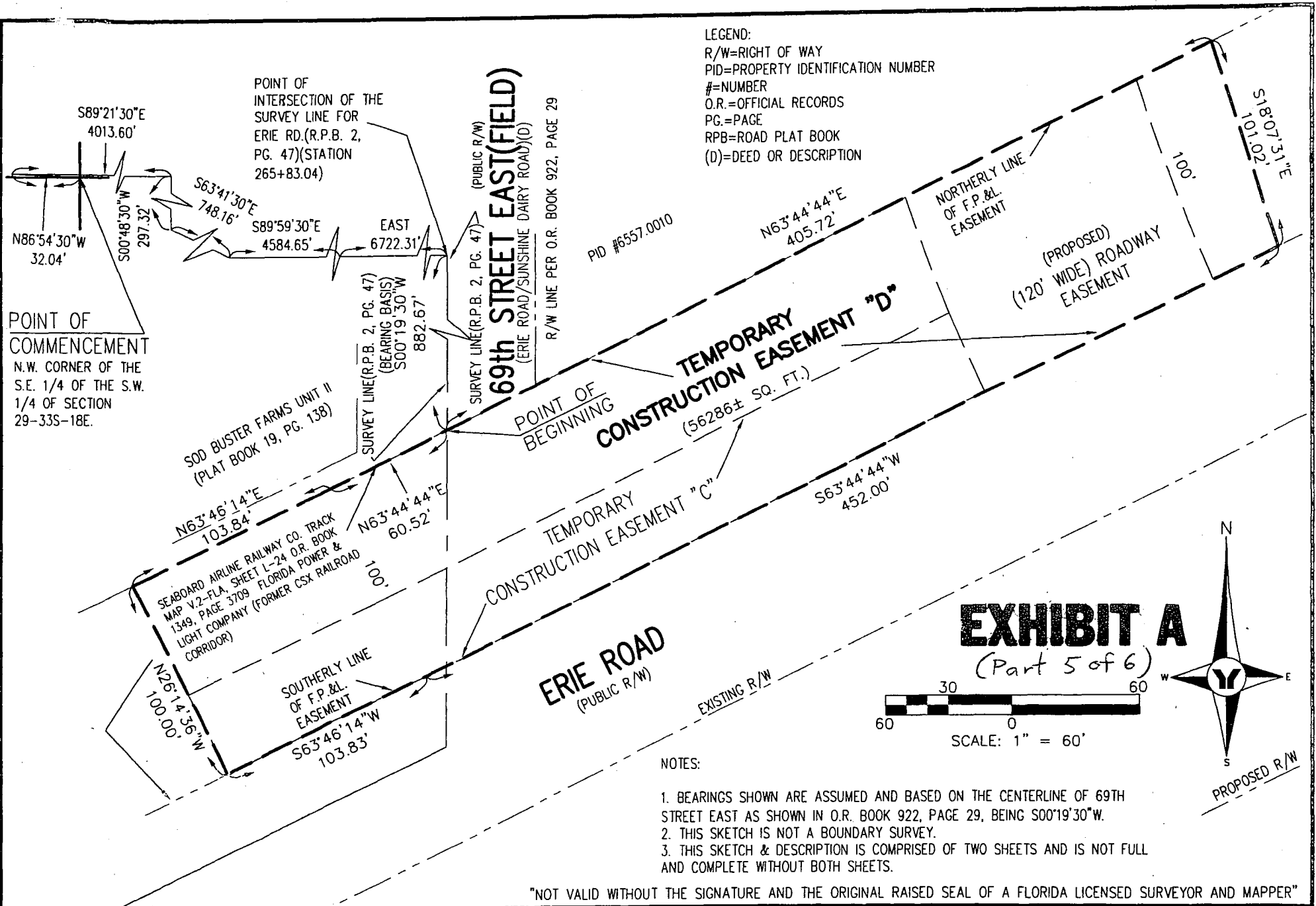
F. PETER LUTZ, JR. PSM LS 5506  
DATE



**George F. Young, Inc.**  
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**TEMPORARY CONSTRUCTION EASEMENT-"B"**  
**SKETCH & DESCRIPTION**  
SECTION 26 & 35 TOWNSHIP 33 S. RANGE 18 E.  
PREPARED FOR: MANATEE Co. PUBLIC WORKS  
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JOB NO.  
0973000511  
SHEET NO.  
S2 OF S2



CREW CHIEF	INITIALS	DATE
DRAWN	P.L.	4/5/11
CHECKED	MEB	4/5/11
FIELD BOOK		
FIELD DATE		

*F. Peter Lutz, Jr.*  
 F. PETER LUTZ, JR. PSM LS 5506  
 5/23/11  
 DATE



**George F. Young, Inc.**  
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**TEMPORARY CONSTRUCTION EASEMENT "D"**  
**SKETCH & DESCRIPTION**  
 SECTION 35 TOWNSHIP 33 S., RANGE 18 E.  
 PREPARED FOR: MANATEE Co. PUBLIC WORKS  
 P.O. BOX 1000  
 BRADENTON, FL. 34206

JOB NO.  
 0973000511  
 SHEET NO.  
**S1 of S2**

DRAWN: P.L. 4/5/11  
 CHECKED: MEB 4/5/11  
 DATE: 5/23/11  
 JOB NO.: 0973000511  
 SHEET NO.: S1 of S2

TEMPORARY CONSTRUCTION EASEMENT "D"

A TEMPORARY CONSTRUCTION EASEMENT LYING WITHIN AN EXISTING FLORIDA POWER & LIGHT RIGHT OF WAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 33 SOUTH, RANGE 18 EAST; THENCE NORTH 86°54'30" WEST, 32.04 FEET; THENCE SOUTH 89°21'30" EAST, 4013.60 FEET; THENCE SOUTH 00°48'30" WEST, 297.32 FEET; THENCE SOUTH 63°41'30" EAST, 748.16 FEET; THENCE SOUTH 89°59'30" EAST, 4584.65 FEET; THENCE EAST, 6722.31 FEET TO THE POINT OF INTERSECTION OF THE SURVEY LINE FOR ERIE ROAD EAST (STATION 265+83.04) AS SHOWN ON ROAD PLAT BOOK 2, PAGE 47, ERIE ROAD PROJECT No. 883, LAST REVISED 07/18/75, MANATEE COUNTY, FLORIDA; SAID SURVEY LINE ALSO DESCRIBED IN OFFICIAL RECORDS BOOK 922, PAGE 29, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE, CONTINUE ALONG SAID SURVEY LINE, SOUTH 00°19'30" WEST, 882.67 FEET TO ITS INTERSECTION WITH THE NORTHERLY LINE OF FLORIDA POWER & LIGHT PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 1349, PAGE 3709 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, FORMERLY THE CSX RAILROAD CORRIDOR; SAID INTERSECTION BEING THE POINT OF BEGINNING; THENCE ALONG SAID NORTHERLY LINE, NORTH 63°44'44" EAST, 405.72 FEET; THENCE, LEAVING SAID NORTHERLY LINE SOUTH 18°07'31" EAST, 101.02 FEET TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF SAID FLORIDA POWER & LIGHT PARCEL; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 63°44'44" WEST, 452.00 FEET; THENCE SOUTH 63°46'14" WEST, 103.83 FEET; THENCE LEAVING SAID SOUTHERLY LINE, NORTH 26°14'36" WEST, 100 FEET; THENCE NORTH 63°46'14" EAST, 103.84 FEET; THENCE NORTH 63°44'44" EAST, 60.52 FEET TO THE POINT OF BEGINNING AND CONTAINING 56,286 SQUARE FEET, MORE OR LESS.

**EXHIBIT A**  
(Part 6 of 6)

NOTES:

1. SEE SHEET S1 FOR SKETCH.
2. THIS SKETCH IS NOT A BOUNDARY SURVEY.
3. THIS SKETCH & DESCRIPTION IS COMPRISED OF TWO SHEETS AND IS NOT FULL AND COMPLETE WITHOUT BOTH SHEETS.

	INITIALS	DATE
CREW CHIEF		
DRAWN	P.L.	4/5/11
CHECKED	MEB	4/5/11
FIELD BOOK		
FIELD DATE		

F. PETER LUTZ, JR. PSM LS 5506  
DATE



**George F. Young, Inc.**

10540 PORTAL CROSSING, SUITE 105 BRADENTON, FLORIDA 34211  
PHONE (941) 747-2981 FAX (941) 747-7234  
BUSINESS ENTITY LB21

ARCHITECTURE • ENGINEERING • ENVIRONMENTAL • LANDSCAPE • PLANNING • SURVEYING • UTILITIES  
GAINESVILLE • LAKEWOOD RANCH • ORLANDO • PALM BEACH GARDENS • ST. PETERSBURG • TAMPA • VENICE

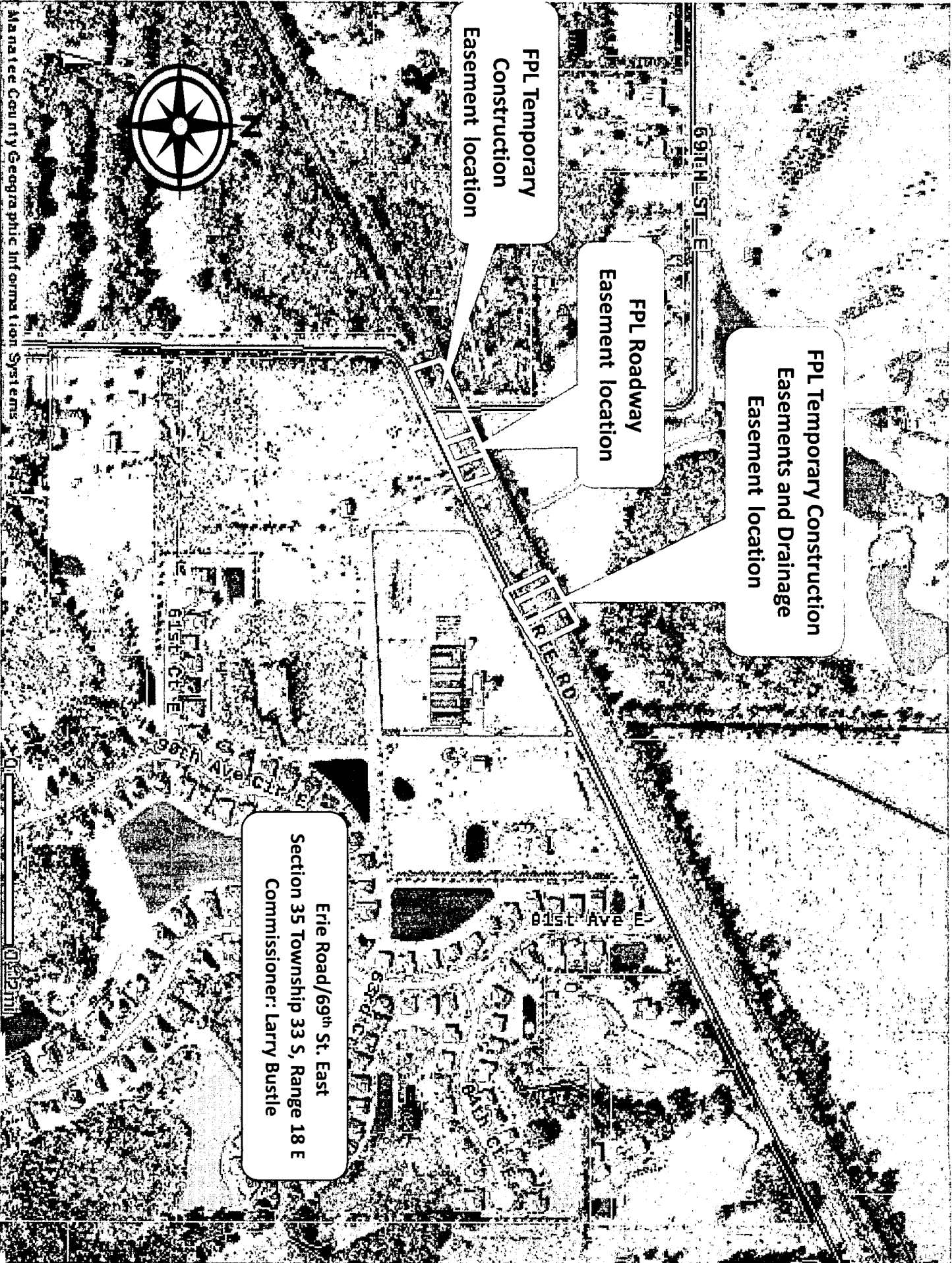
TEMPORARY CONSTRUCTION EASEMENT "D"  
SKETCH & DESCRIPTION

SECTION 35 TOWNSHIP 33 S., RANGE 18 E.  
PREPARED FOR: MANATEE Co. PUBLIC WORKS  
P.O. BOX 1000  
BRADENTON, FL. 34206

JOB NO.  
0973000511

SHEET NO.

S2 OF S2



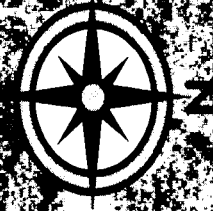
FPL Temporary Construction Easements and Drainage Easement location

FPL Roadway Easement location

FPL Temporary Construction Easement location

Erie Road/69th St. East  
Section 35 Township 33 S, Range 18 E  
Commissioner: Larry Bustle

Manatee County Geographic Information Systems



**MANATEE COUNTY GOVERNMENT**  
**AGENDA MEMORANDUM**

<b>SUBJECT</b>	FPL Contract for Purchase for an Easement located at 69 <sup>th</sup> Street East & Erie Road Intersection	<b>TYPE AGENDA ITEM</b>	Consent
<b>DATE REQUESTED</b>	November 8 , 2011	<b>DATE SUBMITTED/REVISED</b>	October 26, 2011
<b>BRIEFINGS? Who?</b>	N/A	<b>CONSEQUENCES IF DEFERRED</b>	N/A
<b>DEPARTMENT/DIVISION</b>	Property Management Property Acquisition Division	<b>AUTHORIZED BY TITLE</b>	Charlie Bishop, Director, Property Management <i>CMB</i>
<b>CONTACT PERSON TELEPHONE/EXTENSION</b>	Paul Johnson Extension 6284	<b>PRESENTER/TITLE TELEPHONE/EXTENSION</b>	Joaquin Servia, Division Manager, Property Acquisition/Extension 3021 <i>Joaquin Servia</i>
<b>ADMINISTRATIVE APPROVAL</b>		<i>[Signature]</i>	

**ACTION DESIRED**  
**INDICATE WHETHER 1) REPORT; 2) DISCUSSION; 3) FORM OF MOTION; OR 4) OTHER ACTION REQUIRED**

Authorization for Chairman to execute a Contract for Purchase of an Easement from Florida Power and Light Company, a Florida Corporation, for the reconfiguration/relocation of the road crossing at the intersection of 69<sup>th</sup> Street East and Erie Road Intersection as part of the 69<sup>th</sup> Street East and Erie Road intersection Improvement Project in the amount of \$7,409.00.

**ENABLING/REGULATING AUTHORITY**  
**Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy**

Comprehensive Plan – Transportation Sub-Element – Objective 5.0.1 – Consistency of Thoroughfare System.

**BACKGROUND/DISCUSSION**

- The Erie Road and 69<sup>th</sup> Street East intersection modification project was approved by the BCC on February 1, 2008. The purpose of the road project is for modification and alignment of the existing intersection between Erie Road and 69<sup>th</sup> Street East to include additional turn lanes and new signalization. The removal of two existing 90 degree turns is to improve safety and provide enhancements to facilitate increased future travel demands.
- The subject property is a parcel located at the intersection of Erie Road and 69<sup>th</sup> Street East. Acquisition of the Vehicle Crossing Easement consisting of 12,048 square feet, the Drainage Easement of 2,200 square feet, two Temporary Construction Easements of 1,100 square feet each, and a Temporary Construction Easement of 56,286 square feet are required for the reconfiguration/relocation of the at-grade road crossing at the intersection of Erie Road and 69<sup>th</sup> Street East.
- FPL's charges were based on a previous negotiation with the County for an easement located at 29<sup>th</sup> Street East for a discounted 52 cents per square foot. The 52 cents per square foot charge when multiplied by 12,048 square feet came to a value of \$6,265.00 for the Vehicle Crossing Easement and \$1,144 for the Drainage Easement for a total of \$7,409.00 for both Easements. FPL is not requiring compensation for the three Temporary Construction Easements
- On October 17, 2011 the owner executed a Contract for Purchase of an Easement in the amount of \$7,409.00.
- The above quoted purchase price is a negotiated figure that eliminates the cost of a real estate appraisal, attorney fees, expert fees, and/or the cost of condemnation proceedings.
- It is recommended that the BCC execute the contract in the amount of \$7,409.00.

**APPROVED IN OPEN SESSION**  
NOV 08 2011

**BOARD OF COUNTY COMMISSIONERS**  
**MANATEE COUNTY, FLORIDA**



COUNTY ATTORNEY REVIEW	
Check appropriate box	
<input type="checkbox"/>	<b>REVIEWED</b> Written Comments: <input type="checkbox"/> Attached <input type="checkbox"/> Available from Attorney (Attorney's initials: ____ )
<input type="checkbox"/>	<b>NOT REVIEWED (No apparent legal issues.)</b>
<input checked="" type="checkbox"/>	<b>NOT REVIEWED (Utilizes exact form or procedure previously approved by CAO.)</b>
<input type="checkbox"/>	<b>OTHER</b>

<b>ATTACHMENTS: (List in order as attached)</b>		<b>INSTRUCTIONS TO BOARD RECORDS:</b> <i>Via Email 11/10/11 v9</i>	
1) Purchase Contract 2) Location Map		Please return copy of executed contract to Property Acquisition, Property Management Department, with a copy to Christy Cultrera in Finance. CCC Charge Account # AR 300026 Project Management	
<b>COST:</b>	\$7,409.00 (Contract)	<b>SOURCE (ACCT # &amp; NAME):</b>	380-6048460-561000-6048460-0003 69 <sup>th</sup> Street East & Erie Road intersection Modification.
<b>COMMENTS:</b>	N/A	<b>AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)</b>	N/A

CC: Susan Cooke, Engineering Technician III

**APPROVED IN OPEN SESSION**

NOV 08 2011

**BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA**

From: **Vicki Jarratt**

Sent: **Thursday, November 10, 2011 10:21 AM**

To: '**paul.johnson@mymanatee.org**'; **Christy Cultrera**

Subject: **FPL Contract for Purchase**

Attachments: **BC20111108DOC027.PDF**

Attached is a copy of the FPL Contract for Purchase for an Easement located at 69th Street East & Erie Road Intersection approved by the BCC on 11/8/11.

Best regards,

Vicki Jarratt

Board Records

For R.B. "Chips" Shore

Manatee County Clerk of Circuit Court & Comptroller

[www.ManateeClerk.com](http://www.ManateeClerk.com)

[vicki.jarratt@manateeclerk.com](mailto:vicki.jarratt@manateeclerk.com)

749-1800 Ext. 4185

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