

This Instrument Prepared By
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Boone, Boone, Boone, Hines & Koda, P A
P O Box 1596
Venice, Florida 34284

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2000002797 7 PGS
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KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
DCLINGER Receipt#001770

**GRANT OF PERPETUAL NON-EXCLUSIVE
UTILITY EASEMENT AND AGREEMENT**

This indenture is made and entered into this 6TH day of January, 2000, between TAYLOR RANCH, INC., a Florida corporation, "Grantor", and RIVER ROAD OFFICE PARK, INC, a Florida corporation, it successors and assigns, "Grantee"

WHEREAS, Grantor is seized in fee simple and in possession of the property described herein as the Easement Area, and

WHEREAS, Grantor desires to grant to Grantee an easement over and across the Easement Area for the benefit of the Grantee's property described in Exhibit "A" attached hereto ("Grantee's Property")

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor has granted, bargained, sold and transferred, and by these presents does grant, bargain, sell and transfer unto Grantee, its licensees, agents, successors and assigns, a non-exclusive easement forever in the following described property situate in the County of Sarasota, State of Florida, more particularly described as follows

The Northerly fifteen (15) feet of Section 4, Township 40 South, Range 20 East, Sarasota County, Florida, and continuing westerly fifteen (15) feet in width and two hundred ninety (290) feet in length through a portion of Section 5, Township 40 South, Range 20 East (the "Easement Area").

Grantor grants and Grantee accepts this easement for the purpose of installation, construction, maintenance and use of underground utilities extending to the water and sewer facilities currently located near the South County Resource Center building located on the Sarasota Memorial Hospital property, together with the right to repair, reconstruct and replace said utilities for Grantee's property as it presently exists and as it may hereinafter be developed (the "Stated Purpose") It is the present intent of Grantee to connect to the South County Resource Center Grantor shall allow Grantee to use, on a temporary basis, additional property adjacent to the Easement area for the sole purpose of constructing its improvements upon the Easement Area

Grantor shall have no responsibility or liability for Grantee's use and enjoyment of the Easement Area or for any claim of damage to persons or premises resulting from the use and enjoyment thereof by Grantee.

Grantee hereby agrees to defend, indemnify and hold harmless Grantor from and against all damages, losses, judgements, costs and expenses (collectively "Loss") incurred by or imposed upon Grantor in connection with any entry upon or construction or maintenance activity conducted on the easement by Grantee or its employees, agents, or contractors pursuant to this instrument, to the extent permitted by law, provided, however, this indemnification shall not extend to any portion of any Loss caused by or attributed to the comparative negligence of Grantor

Grantor retains the right to use the Easement Area for any and all purposes and uses which do not interfere with Grantee's permitted use thereof, so long as Grantor's intended use is acceptable to all regulatory agencies with jurisdiction. Grantor retains all other rights and interests in and to the Easement Area including, without limitation, the right to convey, mortgage, pledge, transfer or otherwise encumber any or all of its underlying fee simple interest in and to the Easement Area, and Grantee will join in any necessary joinder and consent, but subject to the terms of this instrument, and provided, such mortgagee, pledgee, or transferee shall not disturb the rights of Grantee herein

Grantor and Grantee agree to cooperate in good faith with each other regarding use of the Easement Area, and agree to allow the Easement Area to be relocated, as follows

1. Grantee reserves the right to relocate the easement prior to installation of the water and sewer lines if reasonably necessary to facilitate the permitting and cost effective installation of the line, provided, however, the area within which the easement may be relocated will be within one thousand three hundred (1,300) feet on the south side of the specifically defined Easement Area, as close to the center line of the Easement Area as possible.
2. After eighteen (18) months from closing, Grantor shall have the right to hire an engineering firm to specifically locate an easement within which water and sewer lines may be permitted and efficiently constructed, subject to the reasonable approval of Grantee, which approval would not be unreasonably withheld or delayed. In the event the easement area specifically located and proposed by Grantor's engineer results in a materially increased cost to Grantee for the permitting and/or installation of the lines, Grantee has the right to deny its approval. Once the result of such engineering effort is approved by Grantee, the easement area will be redefined accordingly and the relocation right in favor of Grantee will be waived. Grantor will pay for the cost of such engineering, but at such time as Grantee utilizes the easement, one-half (1/2) of the cost of that effort will be reimbursed to Grantor, plus interest at seven percent (7%) per annum

- 3 Provided, however, the reservation of rights in favor of Grantor in Paragraph 2 above shall not be exercised in such a manner or at such a time as to unreasonably interfere with, or delay, Grantee's development of Grantee's Property
- 4 Once constructed, Grantor would also have the right to relocate the easement and the water and sewer lines within the easement, at Grantor's sole cost and expense, and without any interruption of service to Grantee's Property
5. Provided, however, in the event of any relocation, the width of the easement area shall not change, and the relocation description shall meet and allow for the accomplishment of the Stated Purpose of this Easement

Once the Easement has been relocated, the description contained in the Easement shall be amended to conform to such relocation, which amendment shall be evidenced by instrument executed by the parties and recorded in the public records of Sarasota County, Florida, all at the sole expense of the party requesting said relocation

The easement herein granted, the covenants and agreements of Grantor and Grantee, and the restrictions and limitations affecting the Easement Area set forth in this instrument, and the benefits and burdens, are hereby declared to be easements, agreements, covenants, restrictions and limitations running with the land, and shall be binding upon, inure to the benefit of, and be enforceable in actions at law and in equity by Grantor and Grantee, and their respective successors in interest for so long as they respectively have an interest in the same

In connection with any litigation arising under this instrument, the prevailing party shall be entitled to recover its expenses therefor, including attorneys' fees, paralegal fees, and court costs through and including all appellate proceedings, and the enforcement of any judgment

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers, the day and year first above written

Witnesses

Sign Gayle E. Robinson
Print Gayle E. Robinson

Sign Lois A. Guede
Print Lois A. Guede
As to Grantor

TAYLOR RANCH, INC , a Florida corporation

By Thomas H Taylor Jr.
Thomas H Taylor Jr.,
as Vice President

"Grantor"

Witnesses:

RIVER ROAD OFFICE PARK, INC , a
Florida corporation

Sign Gayle E. Robinson
Print Gayle E. Robinson

By James L. Turner
Print JAMES L. TURNER
Title PRESIDENT

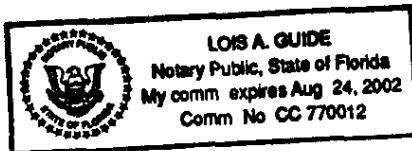
Sign Lois A. Guide
Print Lois A. Guide
As to Grantee

"Grantee"

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that the foregoing Easement Agreement was acknowledged before me this 6th day of January, 2000, by Thomas H Taylor, Jr , as Vice President of TAYLOR RANCH, INC , a Florida corporation, on behalf of the corporation He is personally know to me or produced Turner's license as identification

NOTARY PUBLIC



(SEAL)

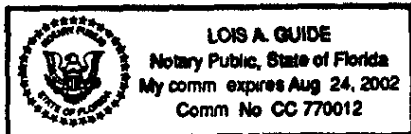
Sign Lois A. Guide
Print Lois A Guide

My Commission Expires 8/24/2002

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that the foregoing Easement Agreement was acknowledged before me this 16th day of January, 2000, by James L. Turner, as President of RIVER ROAD OFFICE PARK, INC, a Florida corporation, on behalf of the corporation. He/she is personally know to me or produced _____ as identification.

NOTARY PUBLIC



Sign Lois A. Guide
Print Lois A. Guide

(SEAL)

My Commission Expires 8/24/2002

Exhibit "A"

DESCRIPTION OF REAL ESTATE, PARCEL "A"

A PORTION OF SECTION 34, TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 34, TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE S.89°25'49"E., ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 34, A DISTANCE OF 22.78 FEET TO THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF A COUNTY ROAD, SAME BEING A POINT ON A CURVE TO THE RIGHT, HAVING: A RADIUS OF 676.22 FEET, A CENTRAL ANGLE OF 12°58'50", A CHORD BEARING OF N.16°10'33"E. AND A CHORD LENGTH OF 152.87 FEET; THENCE NORTHERLY ALONG SAID EASTERLY MAINTAINED RIGHT-OF-WAY LINE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 153.20 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.22°39'58"E., ALONG SAID EASTERLY MAINTAINED RIGHT-OF-WAY LINE, A DISTANCE OF 1794.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.22°39'58"E., ALONG SAID EASTERLY MAINTAINED RIGHT-OF-WAY LINE, A DISTANCE OF 663.72 FEET; THENCE N.25°52'08"E., ALONG SAID EASTERLY MAINTAINED RIGHT-OF-WAY LINE, A DISTANCE OF 236.17 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 34; THENCE S.87°30'09"E., ALONG SAID NORTH LINE OF THE SOUTHEAST 1/4, A DISTANCE OF 242.49 FEET TO THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 450, PAGE 194, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N.00°32'43"W., ALONG SAID EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 450, PAGE 194, A DISTANCE OF 465.58 FEET TO THE MEAN HIGH WATER LINE OF THE MYAKKA RIVER; THENCE ALONG SAID MEAN HIGH WATER LINE OF THE MYAKKA RIVER THE FOLLOWING (31) COURSES AND DISTANCES.

(1) S.89°27'41"E., A DISTANCE OF 13.38 FEET; THENCE (2) S.57°09'19"E., A DISTANCE OF 160.17 FEET; THENCE (3) S.52°21'11"E., A DISTANCE OF 143.06 FEET; THENCE (4) S.32°13'00"E., A DISTANCE OF 104.28 FEET; THENCE (5) S.32°15'42"E., A DISTANCE OF 139.66 FEET; THENCE (6) S.25°14'46"E., A DISTANCE OF 105.54 FEET; THENCE (7) S.22°32'29"E., A DISTANCE OF 34.96 FEET; THENCE (8) S.44°47'15"W., A DISTANCE OF 229.64 FEET; THENCE (9) S.72°35'58"E., A DISTANCE OF 92.93 FEET; THENCE (10) N.61°36'39"E., A DISTANCE OF 162.21 FEET; THENCE (11) N.36°25'34"E., A DISTANCE OF 102.63 FEET; THENCE (12) S.73°11'28"E., A DISTANCE OF 55.91 FEET; THENCE (13) S.41°45'14"E., A DISTANCE OF 256.35 FEET; THENCE (14) S.34°30'23"E., A DISTANCE OF 146.02 FEET; THENCE (15) S.43°03'54"E., A DISTANCE OF 112.95 FEET; THENCE (16) S.29°54'35"E., A DISTANCE OF 69.89 FEET; THENCE (17) S.16°32'59"W., A DISTANCE OF 68.07 FEET; THENCE (18) S.09°44'35"E., A DISTANCE OF 69.58 FEET; THENCE (19) N.80°56'14"W., A DISTANCE OF 101.83 FEET; THENCE (20) N.14°09'47"W., A DISTANCE OF 79.44 FEET; THENCE (21) N.89°03'36"W., A DISTANCE OF 66.74 FEET; THENCE (22) N.79°59'58"W., A DISTANCE OF 32.45 FEET; THENCE (23) N.61°13'05"E., A DISTANCE OF 131.73 FEET; THENCE (24) N.65°17'28"W., A DISTANCE OF 126.94 FEET; THENCE (25) S.24°17'38"W., A DISTANCE OF 86.97 FEET; THENCE (26) S.06°34'06"E., A DISTANCE OF 54.66 FEET; THENCE (27) S.72°40'28"E., A DISTANCE OF 46.41 FEET; THENCE (28) S.58°29'19"E., A DISTANCE OF 61.05 FEET; THENCE (29) S.16°48'25"W., A DISTANCE OF 31.91 FEET; THENCE (30) S.46°20'57"W., A DISTANCE OF 81.11 FEET; THENCE (31) S.21°35'50"E., A DISTANCE OF 92.72 FEET; THENCE WEST, LEAVING SAID MEAN HIGH WATER LINE, A DISTANCE OF 1402.75 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 25.00 ACRES, MORE OR LESS

Exhibit "A"DESCRIPTION OF REAL ESTATE, PARCEL "B"

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 39 SOUTH, RANGE 20 EAST AND PORTIONS OF SECTION 3 & SECTION 4, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF AFORESAID SECTION 3, TOWNSHIP 40 SOUTH RANGE 20 EAST, THENCE N.89 35'02"W., A DISTANCE OF 50.00 FEET; THENCE S 00'24'58"W., PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 2691.22 FEET TO A POINT BEARING N 89 21'22"W., A DISTANCE OF 50.00 FEET FROM THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 3; THENCE S.00'25'01"W., PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 672.83 FEET; THENCE S.89 20'28"E., A DISTANCE OF 50.00 FEET TO THE SOUTHWEST CORNER, OF THE NORTH HALF, OF THE NORTH HALF OF THE SOUTHWEST QUARTER, OF SAID SECTION 3; THENCE S 89'20'28"E., ALONG THE SOUTH LINE OF SAID NORTH HALF, OF THE NORTH HALF, OF SAID SOUTHWEST QUARTER OF SECTION 3, A DISTANCE OF 2583.87 FEET TO THE WEST MAINTAINED RIGHT-OF-WAY LINE OF COUNTY ROAD 777 (RIVER ROAD); THENCE N 00'32'56"E., ALONG SAID RIGHT-OF-WAY LINE PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 3 A DISTANCE OF 673.52 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3, BEARING N 89 21'22"W., A DISTANCE OF 62.53 FEET, FROM THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER, THENCE N 89'21'22"W., ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 69.77 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 777 (RIVER ROAD), PER FDOT RIGHT-OF-WAY MAP, SECTION 17550-2601; THENCE NORTH ALONG SAID WESTERLY RIGHT -OF-WAY LINE THE FOLLOWING 3 COURSES, N.00'28'09"E., A DISTANCE OF 1273.47 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 5619.58 FEET, A CENTRAL ANGLE OF 14'38'51", A CHORD BEARING OF N.06'51'16"W. AND A CHORD LENGTH OF 1432.72 FEET, THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 1436.63 FEET, TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 39 SOUTH, RANGE 20 EAST, BEARING N.89 25'06"W., A DISTANCE OF 204.95 FEET, FROM THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 34; THENCE CONTINUING NORTHERLY, ALONG SAID CURVE TO THE LEFT, HAVING: A RADIUS OF 5619.58 FEET, A CENTRAL ANGLE OF 04'55'56", A CHORD BEARING OF N.16'38'40"W. AND A CHORD LENGTH OF 483.61 FEET, ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 483.76 FEET; THENCE S.78'41'00"W., LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 2240.41 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 209.84 ACRES, MORE OR LESS.