

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

RESOLUTION NO. 2012- 155

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA, AUTHORIZING THE ACQUISITION OF REAL PROPERTY; AND PROVIDING AUTHORITY TO THE CHAIR, VICE-CHAIR, AND APPROPRIATE STAFF TO EXECUTE ANY DOCUMENTS NECESSARY TO CLOSE THIS TRANSACTION; AND PROVIDING FOR APPLICABILITY AND AN EFFECTIVE DATE.

BOARD RECORDS
FILED FOR THE RECORD
2012 AUG 22 PM 2: 25
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

BE IT RESOLVED BY THE SARASOTA COUNTY BOARD OF COUNTY COMMISSIONERS as follows:

SECTION 1. FINDINGS. It is hereby ascertained, determined and declared that:

- A. Venice Minerals & Mining, LLC, a Florida limited liability company, (VM&M) owns land adjacent to 554 acres of land owned by Sarasota County that lies within portions of Section 22 and 23, Township 38 South, Range 19 East, Sarasota County, Florida.
- B. Sarasota County's acquiring 9.4848 acres, described in Exhibit "1", attached to this Resolution, from VM&M would allow Sarasota County to fulfill its obligation to accommodate drainage from properties adjacent to the Sarasota County's 554 acres, as set forth in County Contract No. 2004-305.
- C. Sarasota County's obtaining an access easement over the land described in Exhibit "2", attached to this Resolution, from VM&M would improve Sarasota County's access to its 554 acres.
- D. A Contract for Sale and Purchase, hereinafter referred to as "the Contract," is attached as Exhibit "3" to this Resolution, for sale of the land described in Exhibit "1" to Sarasota County and the granting of an access easement, described in Exhibit "2" to Sarasota County.
- E. The Sarasota County Board of County Commissioners does hereby approve the Contract and authorizes the Chair to execute the Contract on behalf of the Board.

R 2012-155

SECTION 2. AUTHORITY TO COMPLETE PURCHASE AND EXERCISE CLOSING DOCUMENTS.

The Board authorizes the Chair, Vice-Chair, officers, attorneys and other agents or employees of the County to perform duties and tasks required of them by this Resolution and the Contract, for the full punctual and complete performance of all of the terms, covenants and agreements contain in said documents. The Chair of the Board, Vice-Chair of the Board, officers, attorneys and other agents or employees of the County are hereby authorized and directed to execute and deliver any and all papers and instruments, extend time periods to complete due diligence investigations or to close the transaction, and cause to be done, all duties and task necessary for carrying out the transaction contemplated by this resolution and the Contract.

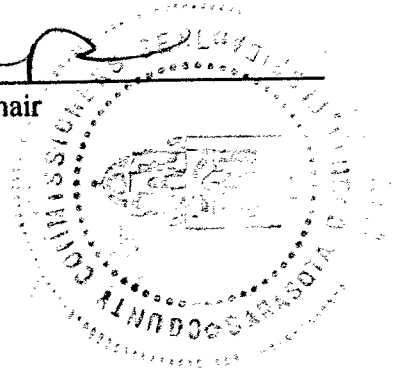
SECTION 3. APPLICABILITY AND EFFECTIVE DATE.

This Resolution shall be liberally construed to effect the purposes hereof and shall take effect immediately upon its adoption in accordance with applicable law.

PASSED AND DULY ADOPTED at a regular meeting of the Sarasota County Board of County Commissioners on the 21 day of August, 2012.

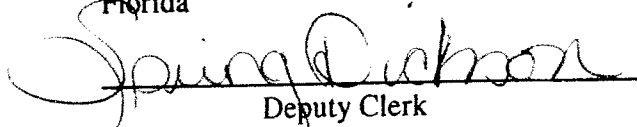
**BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA**

BY: 
Chair



ATTEST:

KAREN E. RUSHING, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, Florida


Deputy Clerk

R2002-155

EXHIBIT "1"

That part of Sections 14, 15, 22 and 23, Township 38 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 22; thence run North 89°31'21" West along the South line of said Section 22 for a distance of 1351.19 feet to the Southwest corner of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of said Section 22; thence run North 01°04'13" West for a distance of 4015.49 feet; thence run North 89°24'53" West along the South line of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of said Section 22 for a distance of 1327.78 feet; thence run North 00°44'08" West along the West line of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of said Section 22 for a distance of 1309.28 feet to a line that is 30.00 feet South of and parallel with the North line of said Section 22; thence run South 89°22'29" East along said line that is 30.00 feet South of and parallel with the North line of said Section 22 for a distance of 1120.07 feet to the POINT OF BEGINNING; thence continue South 89°22'29" East along said line that is 30.00 feet South of and parallel with the North line of said Section 22 for a distance of 290.13 feet to a point of curve to the right having a radius of 650.00 feet, a central angle of 79°24'06", a chord bearing of South 87°26'01" East, a chord length of 830.41 feet; thence along the arc of said curve, an arc distance of 900.78 feet to a point of reverse curvature of a curve to the left, having a radius of 400.00 feet, a central angle of 32°05'54", a chord bearing of South 63°46'55" East, a chord length of 221.17 feet; thence along the arc of said curve an arc length of 224.09 feet to the end of said curve; thence run South 87°42'39" East for a distance of 113.14 feet to the point of a curve to the left, having a radius of 400.00 feet, a central angle of 18°04'29", a chord bearing of North 83°15'06" East, a chord length of 125.66 feet; thence along the arc of said curve an arc length of 126.18 feet to the point of reverse curvature of a curve to the right, having a radius of 550.00 feet, a central angle of 29°51'47", a chord bearing of North 89°08'45" East, a chord length of 283.43 feet; thence along the arc of said curve, an arc length of 286.66 feet to the end of said curve; thence run South 80°52'01" East for a distance of 265.81 feet to the point of curvature of a curve to the left, having a radius of 500.00 feet, a central angle of 35°04'07", a chord bearing of North 81°35'55" East, a chord length of 301.28 feet; thence along the arc of said curve, an arc length of 306.03 feet to the point of tangency of said curve; thence North 64°03'53" East for a distance of 354.38 feet; thence run the following four (4) calls along the Northerly line of those lands described in Official Records Instrument Number 2004206843 of the Public Records of Sarasota County, Florida: South 13°06'38" East for a distance of 118.81 feet; thence run South 09°50'08" East for a distance of 385.64 feet; thence run South 07°04'11" West for a distance of 253.37 feet; thence run North 88°38'55" West for a distance of 80.40 feet to the Southeast corner of said lands described in Official Records Instrument Number 2008149817 of said Public Records; thence run the following nine (9) calls along the Easterly and Northerly line of said lands described in Official Records Instrument Number 2008149817: North 07°04'11" East for a distance of 249.49 feet; thence run North 09°50'08" West for a distance of 387.97 feet; thence run South 64°03'53" West for a distance of 255.09 feet to a point on a curve to the right, having a radius of 580.00 feet, a central angle of 35°04'08", a chord bearing of South 81°35'56" West, a chord length of 349.48 feet; thence along the arc of said curve, an arc length of 355.00 feet to a point on said curve; thence run North 80°52'01" West for a distance of 269.40 feet to a point on a curve to the left, having a radius of 470.00 feet, a central angle of 30°16'05", a chord bearing of South 89°20'53" West, a chord length of 245.41 feet; thence along the arc of said curve, an arc length of 248.29 feet to a point of reverse curvature of a curve to the right, having a radius of 480.00 feet, a central angle of 18°04'28", a chord bearing of South 83°15'07" West, a chord length of 150.79 feet; thence along the arc of said curve, an arc length of 151.42 feet; thence North 87°42'39" West for a distance of 118.39 feet to a point on a curve to the right, having a radius of 480.00 feet, a central angle of 09°21'30", a chord bearing of North 75°50'21" West, a chord length of 78.31 feet; thence along the arc of said curve, an arc length of 78.40 feet to a point on said curve; thence run South 78°41'37" West for a distance

FEE SIMPLE

VENICE MINERALS

PARCEL NO. 100	DRAWN	T.S.O.	DATE	5-29-12	SCALE N.T.S.
PARCEL = 413158.6 Square Feet ±	CHECKED	J.R.M.	DATE	5-29-12	JOB NO.

R2012-155

of 106.87 feet to a point on the Northerly line of said lands described in the instrument recorded in Official Records Instrument Number 2008149816 of said Public Records; thence run the following five (5) calls along said Northerly line of said lands described in the instrument recorded in Official Records Instrument Number 2008149816: North 48°07'47"West for a distance of 123.39 feet; thence run North 53°28'41"West for a distance of 187.40 feet; thence run North 78°11'26"West for a distance of 277.00 feet; thence run South 71°19'31"West for a distance of 221.31 feet; thence run South 62°31'32"West for a distance of 45.81 feet; thence run North 89°22'29"West for a distance of 313.93 feet; thence run South 01°04'13"East for a distance of 1001.53 feet; thence run South 89°24'53"East for a distance of 400.17 feet; thence run South 01°04'13"East for a distance of 700.29 feet to the intersection with the Easterly line of those lands described in the instrument recorded in Official Records Instrument Number 2008129687 of said Public Records; thence run the following four (4) calls along the Easterly line of said lands described in Official Records Instrument Number 2008129687: North 89°24'53"West for a distance of 50.02 feet; thence run North 01°04'13"West for a distance of 650.27 feet; thence run North 89°24'53"West for a distance of 400.17 feet; thence run North 01°04'13"West for a distance of 1108.61 feet to the Point of Beginning.

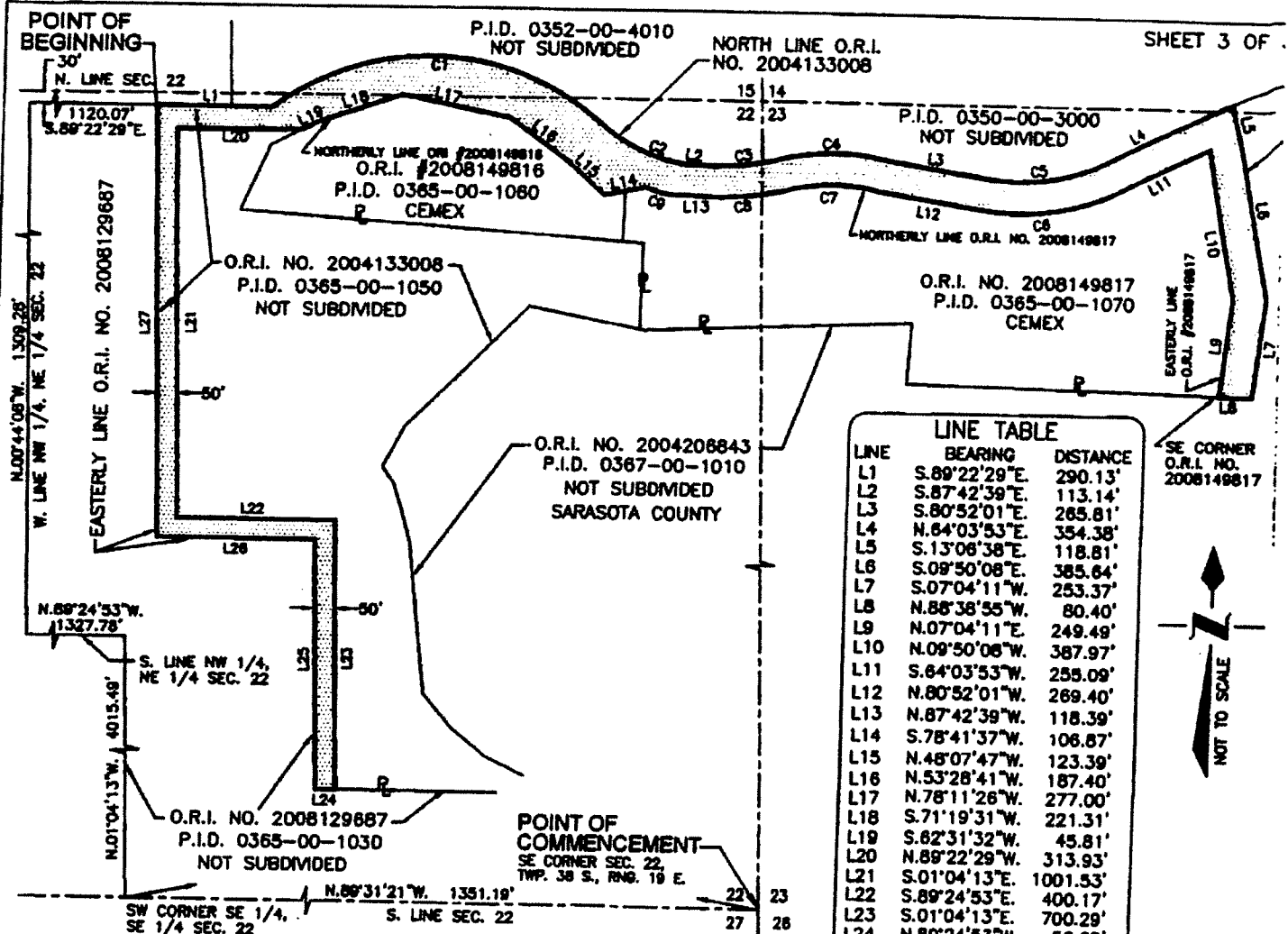
Containing 413158.6 square feet or 9.4848 acres, more or less.

FEE SIMPLE

VENICE MINERALS

PARCEL NO. 100	DRAWN	T.S.O.	DATE	5-28-12	SCALE N.T.S.
PARCEL = 413158.6 Square Feet ±	CHECKED	J.R.M.	DATE	5-28-12	JOB NO.

R2012-155



LINE TABLE

LINE	BEARING	DISTANCE
L1	S.89°22'29"E	290.13'
L2	S.87°42'39"E	113.14'
L3	S.80°52'01"E	265.81'
L4	N.64°03'53"E	354.38'
L5	S.13°08'38"E	118.81'
L6	S.09°50'08"E	385.64'
L7	S.07°04'11"W	253.37'
L8	N.88°38'55"W	80.40'
L9	N.07°04'11"E	249.49'
L10	N.09°50'06"W	387.97'
L11	S.64°03'53"W	255.09'
L12	N.80°52'01"W	269.40'
L13	N.87°42'39"W	118.39'
L14	S.78°41'37"W	106.67'
L15	N.48°07'47"W	123.39'
L16	N.53°28'41"W	187.40'
L17	N.78°11'26"W	277.00'
L18	S.71°19'31"W	221.31'
L19	S.62°31'32"W	45.81'
L20	N.89°22'29"W	313.93'
L21	S.01°04'13"E	1001.53'
L22	S.89°24'53"E	400.17'
L23	S.01°04'13"E	700.29'
L24	N.89°24'53"W	50.02'
L25	N.01°04'13"W	650.27'
L26	N.89°24'53"W	400.17'
L27	N.01°04'13"W	1108.81'

CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	650.00'	79°24'06"	900.78'	830.41'	S.87°26'01"E
C2	400.00'	32°05'54"	224.09'	221.17'	S.63°46'55"E
C3	400.00'	18°04'29"	126.18'	125.66'	N.83°15'08"E
C4	550.00'	29°51'47"	286.66'	283.43'	N.89°08'45"E
C5	500.00'	35°04'07"	308.03'	301.28'	N.81°35'55"E
C6	580.00'	35°04'08"	355.00'	349.48'	S.81°35'56"W
C7	470.00'	30°16'05"	248.29'	245.41'	S.89°20'53"W
C8	480.00'	18°04'28"	151.42'	150.79'	S.83°15'07"W
C9	480.00'	09°21'30"	78.40'	78.31'	N.75°50'21"W

ABBREVIATION LEGEND

SEC. = SECTION
 TWP. = TOWNSHIP
 RNG. = RANGE
 N.T.S. = NOT TO SCALE
 NO. = NUMBER

POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT
 O.R.I. = OFFICIAL RECORDS INSTRUMENT
 P.I.D. = PROPERTY IDENTIFICATION
 P. = PROPERTY LINE

- SURVEYOR'S NOTES**
1. BEARINGS SHOWN ARE BASED ON ASSUMED DATUM, THE SOUTH LINE OF SECTION 22, TOWNSHIP 38 SOUTH, RANGE 19 EAST, BEARING BEING $N.89^{\circ}31'21"W$.
 2. THIS SKETCH AND DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE OR AN ATTORNEY'S OPINION OF TITLE, THEREOF, ANY DEED OVERLAP OR HIATUS OR ANY RECORDED OR UNRECORDED RIGHT-OF-WAY AND/OR EASEMENTS MAY NOT BE SHOWN.
 3. THIS DRAWING IS A DESCRIPTION SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY OF THE PARCEL DESCRIBED.

Teri S. Owen
 TERI S. OWEN, SR. SURVEYOR
 PROFESSIONAL SURVEYOR AND MAPPER NO. 5928
 STATE OF FLORIDA
 SARASOTA COUNTY SURVEY-MAPPING
 1001 SARASOTA CENTER BLVD.
 SARASOTA, FLORIDA 34240

6-14-12
 DATE

FEE SIMPLE

VENICE MINERALS

PARCEL NO. 100	DRAWN	T.S.O.	DATE	SCALE
PARCEL = 413158.6 Square Feet ±	CHECKED	J.R.M.	DATE	5-29-12
				N.T.S.
				JOB NO.

PARCEL-155

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EXHIBIT "2"

SHEET 1 OF 4

A 30.00 foot wide Access Easement lying in Section 22, Township 38 South, Range 19 East, Sarasota County, Florida, the centerline being more particularly described as follows:

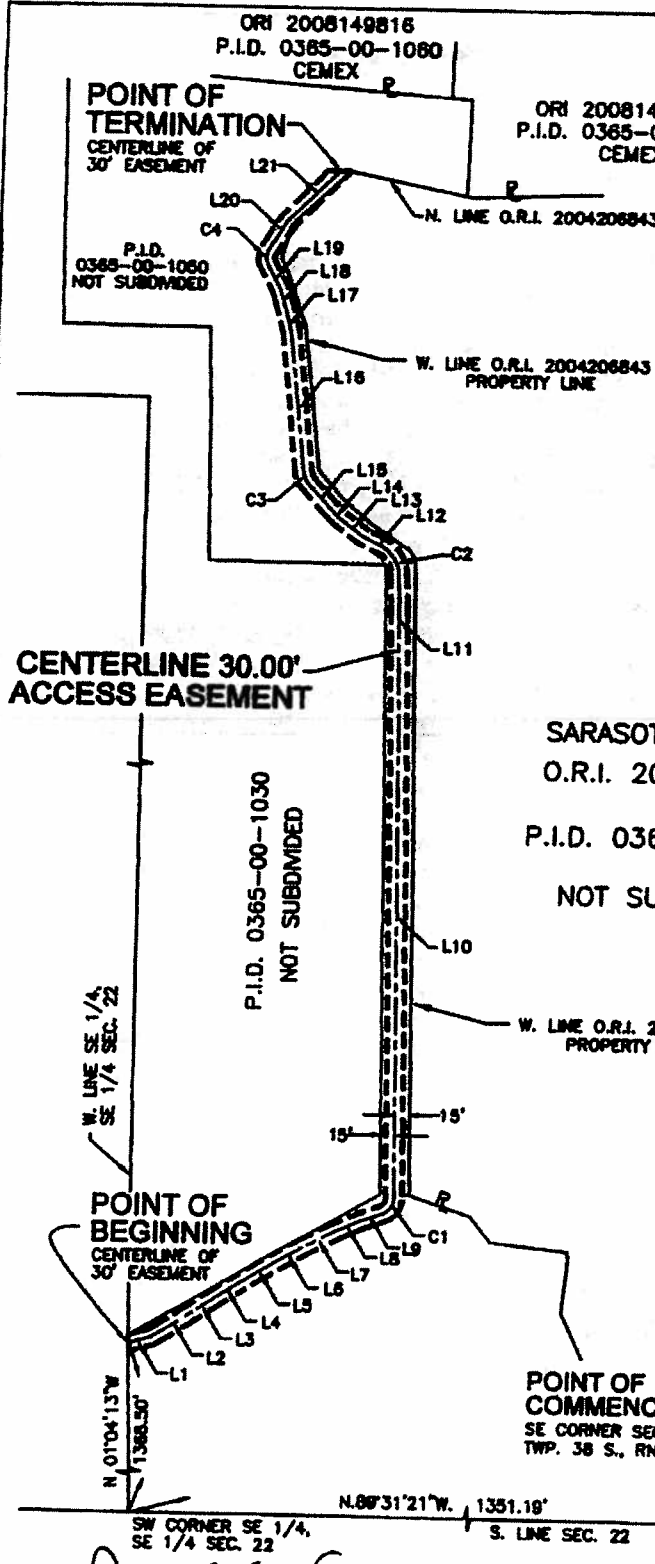
Commence at the Southeast corner of said Section 22; thence leaving said corner and along the South line of said Section 22, North 89°31'21"West, 1351.19 feet to the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 22; thence leaving said South line and along the West line of said Southeast 1/4 of the Southeast 1/4 of said Section 22, North 01°04'13"West, 1368.50 feet to the POINT OF BEGINNING; thence leaving said West line and lying 15.00 feet on each side of the following described centerline: thence North 75°00'55"East, 61.61 feet; thence North 58°55'31"East, 41.77 feet; thence North 56°27'49"East, 69.19 feet; thence North 56°07'57"East, 104.66 feet; thence North 58°11'34"East, 123.44 feet; thence North 59°19'14"East, 142.11 feet; thence North 62°20'34"East, 103.32 feet; thence 65°54'20"East, 71.85 feet; thence North 70°18'32"East, 63.25 feet to the beginning of a curve to the left; thence in a Northerly direction along the arc of said curve, having a radius of 45.00 feet and a central angle of 71°24'58", 56.09 feet to the Point of Tangency; thence North 01°06'22"West, 1656.92 feet; thence North 02°50'04"West, 93.32 feet to the beginning of a curve to the left, thence in a Northwesterly direction, along the arc of said curve, having a radius of 90.00 feet and a central angle of 60°33'42", 95.13 feet to the Point of Tangency; thence North 63°23'48"West, 59.88 feet; thence North 52°39'42"West, 81.72 feet; thence North 43°12'56"West, 34.07 feet; thence North 41°39'32"West, 89.70 feet to the beginning of a curve to the right; thence in a Northerly direction, along the arc of said curve having a radius of 70.00 feet and a central angle of 35°35'49", 43.49 feet to the Point of Tangency; thence North 06°03'38"West, 391.31 feet; thence North 14°55'49"West, 87.90 feet; thence North 17°44'59"West, 33.00 feet; thence North 27°34'17"West, 78.56 feet to the beginning of a curve to the right; thence in a Northeasterly direction along the arc of said curve having a radius of 40.00 feet and a central angle of 60°01'02", 41.90 feet to the Point of Tangency; thence North 32°28'33"East, 92.34 feet; thence North 44°41'32"East, 442.44 feet to the centerline Point of Termination.

The side lines of the above described easement are to be lengthened or shortened as to begin on the West line of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of said Section 22 and end at the intersection with the Westerly extension of the Northerly line of said lands described in Official Records Instrument Number 2004206843 of said Public Records.

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VENICE MINERALS					
PARCEL NO. 200-A	DRAWN	T.S.O.	DATE	5-29-12	SCALE N.T.S.
PARCEL = 124835.9 Square Feet ±	CHECKED	J.R.M.	DATE	5-29-12	JOB NO.

RACIO-55



NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	45.00'	71°24'58"	58.09'	52.53'	N.34°36'03"E.
C2	90.00'	60°33'42"	95.13'	90.76'	N.33°06'55"W.
C3	70.00'	35°35'49"	43.49'	42.79'	N.23°51'38"W.
C4	40.00'	60°01'02"	41.90'	40.01'	N.02°26'14"E.

LINE	BEARING	DISTANCE
L1	N.75°00'55"E.	61.61'
L2	N.58°55'31"E.	41.77'
L3	N.56°27'49"E.	69.19'
L4	N.56°07'57"E.	104.86'
L5	N.56°11'34"E.	123.44'
L6	N.56°19'14"E.	142.11'
L7	N.62°20'34"E.	103.32'
L8	N.65°54'20"E.	71.85'
L9	N.70°18'32"E.	63.25'
L10	N.01°06'22"W.	1856.92'
L11	N.02°50'04"W.	93.32'
L12	N.63°23'48"W.	59.88'
L13	N.52°39'42"W.	81.72'
L14	N.43°12'56"W.	34.07'
L15	N.41°39'32"W.	89.70'
L16	N.06°03'38"W.	391.31'
L17	N.14°55'49"W.	87.90'
L18	N.17°44'59"W.	33.00'
L19	N.27°34'17"W.	78.56'
L20	N.32°28'33"E.	92.34'
L21	N.44°41'32"E.	442.44'



- ABBREVIATION LEGEND**
- SEC. = SECTION
 - TWP. = TOWNSHIP
 - RNG. = RANGE
 - N.T.S. = NOT TO SCALE
 - NO. = NUMBER
 - POB = POINT OF BEGINNING
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 - O.R.I. = OFFICIAL RECORDS INSTRUMENT
 - P.I.D. = PROPERTY IDENTIFICATION
 - P. = PROPERTY LINE

SURVEYOR'S NOTES

1. ALL BEARINGS SHOWN ARE BASED ON AN EXISTING 30.00 ACCESS EASEMENT DESCRIBED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2008149817 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, WITH THE EXCEPTION OF THE BEARING N 55°67'57"E WHICH WAS CONVERTED TO N 57°07'57"E.
2. THIS SKETCH AND DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE OR AN ATTORNEY'S OPINION OF TITLE, THEREOF, ANY DEED OVERLAP OR HIATUS OR ANY RECORDED OR UNRECORDED RIGHT-OF-WAY AND/OR EASEMENTS MAY NOT BE SHOWN.
3. THIS DRAWING IS A DESCRIPTION SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY OF THE PARCEL DESCRIBED.

TERI S. OWEN, SR. SURVEYOR
 PROFESSIONAL SURVEYOR AND MAPPER NO. 5928
 STATE OF FLORIDA
 SARASOTA COUNTY SURVEY-MAPPING
 1001 SARASOTA CENTER BLVD.
 SARASOTA, FLORIDA 34240

DATE 1-19-12

VENICE MINERALS					
PARCEL NO. 200-A	DRAWN	T.S.O.	DATE	5-29-12	SCALE N.T.S.
PARCEL = 124835.9 Square Feet ±	CHECKED	J.R.M.	DATE	5-29-12	JOB NO.

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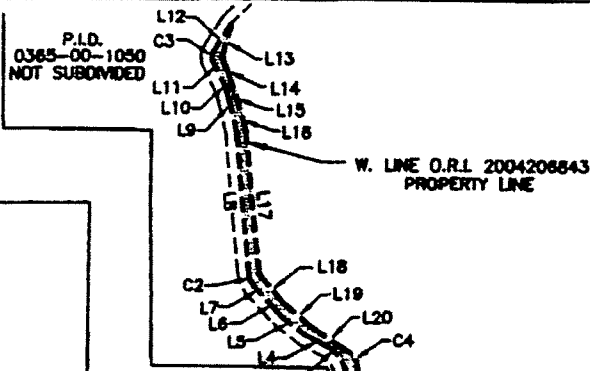
That part of Section 22, Township 38 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 22; thence run North 89°31'21"West along the South line of said Section 22 for a distance of 649.60 feet; thence run North 00°28'39"East for a distance of 1801.97 feet to the intersection with the Westerly line of said lands described in Official Records Instrument Number 2004206843 of the Public Records of Sarasota County, Florida, being the POINT OF BEGINNING; thence run South 88°53'38"West for a distance of 13.95 feet to the intersection with the Easterly line of a 30.00 foot wide Access Easement according to the instrument recorded in Official Records Instrument Number 2008149817 of said Public Records; thence run the following thirteen (13) calls along the Easterly line of said 30.00 foot wide Access Easement: North 01°06'22"West for a distance of 1643.35 feet; thence run North 02°50'04"West for a distance of 93.55 feet to a point on a curve to the left, having a radius of 105.00 feet, a central angle of 60°33'42", a chord bearing of North 33°06'55"West, a chord distance of 105.89 feet; thence along the arc of said an arc length of 110.99 feet to a point on said curve; thence run North 63°23'48"West for a distance of 58.47 feet; thence run North 52°39'42"West for a distance of 79.07 feet; thence run North 43°12'56"West for a distance of 32.63 feet; thence run North 41°39'32"West for a distance of 89.50 feet to a point on a curve to the right, having a radius of 55.00 feet, a central angle of 35°35'49", a chord bearing of North 23°51'38"West, a chord distance of 33.62 feet; thence run along the arc or said curve an arc length of 34.17 feet to a point on said curve; thence run North 06°03'38"West for a distance of 392.47 feet; thence run North 14°55'49"West for a distance of 89.43 feet; thence run North 17°44'59"West for a distance of 34.66 feet; thence run North 27°34'17"West for a distance of 79.85 feet to a point on a curve to the right, having a radius of 25.00 feet, a central angle of 60°01'02", a chord bearing of North 02°26'14"East, a chord distance of 25.01 feet; thence run along the arc or said curve an arc length of 26.19 feet to a point on said curve; thence run North 32°28'33"East for a distance of 77.78 feet to the intersection with the Westerly line of said lands described in Official Records Instrument Number 2004206843 of said Public Records; thence run the following ten (10) calls along the Westerly line of said lands described in Official Records Instrument Number 2004206843: South 26°50'27"West for a distance of 95.28 feet; thence run South 33°21'57"East for a distance of 50.94 feet; thence run South 17°44'59"East for a distance of 64.81 feet; thence run South 14°55'49"East for a distance of 91.55 feet; thence run South 06°05'47"East for a distance of 397.41 feet; thence run South 38°22'39"East for a distance of 115.21 feet; thence run South 49°50'33"East for a distance of 111.81 feet; thence run South 63°23'48"East for a distance of 111.67 feet to a point on a curve to the right, having a radius of 50.00 feet, a central angle of 62°19'35", a chord bearing of South 32°14'02"East, a chord distance of 51.75 feet; thence run along the arc or said curve an arc length of 54.39 feet to a point on said curve; thence run South 01°04'13"East for a distance of 1762.71 feet to the Point of Beginning.

Containing 30227.6 square feet, more or less.

VENICE MINERALS					
PARCEL NO. 200-A	DRAWN	T.S.O.	DATE	5-29-12	SCALE N.T.S.
PARCEL = 30227.6 Square Feet ±	CHECKED	J.R.M.	DATE	5-29-12	JOB NO.

RAD 12-155



CURVE TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	105.00'	60°33'42"	110.99'	105.89'	N.33°06'55"W.
C2	55.00'	35°35'49"	34.17'	33.62'	N.23°51'38"W.
C3	25.00'	60°01'02"	28.19'	25.01'	N.02°26'14"E.
C4	50.00'	62°19'35"	54.39'	51.75'	S.32°14'02"E.

EAST LINE 30' ACCESS EASEMENT O.R.I. NO. 2008149817

P.I.D. 0365-00-1030 NOT SUBDIVIDED

SARASOTA COUNTY O.R.I. 2004206843

P.I.D. 0367-00-1010 NOT SUBDIVIDED

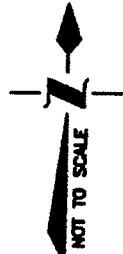
W. LINE O.R.I. 2004206843 PROPERTY LINE

POINT OF BEGINNING

POINT OF COMMENCEMENT SE CORNER SEC. 22, TWP. 38 S., RNG. 19 E.

30' ACCESS EASEMENT O.R.I. NO. 2008149817

N.89°31'21"W. 649.80' 22 | 23
S. LINE SEC. 22 27 | 26



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S.88°53'38"W.	13.95'
L2	N.01°06'22"W.	1843.35'
L3	N.02°50'04"W.	93.55'
L4	N.63°23'48"W.	58.47'
L5	N.52°39'42"W.	79.07'
L6	N.43°12'56"W.	32.63'
L7	N.41°39'32"W.	69.50'
L8	N.06°03'38"W.	392.47'
L9	N.14°55'49"W.	89.43'
L10	N.17°44'59"W.	34.66'
L11	N.27°34'17"W.	79.85'
L12	N.32°28'33"E.	77.78'
L13	S.26°50'27"W.	95.28'
L14	S.33°21'57"E.	50.94'
L15	S.17°44'59"E.	64.81'
L16	S.14°55'49"E.	91.55'
L17	S.08°08'47"E.	397.41'
L18	S.38°22'39"E.	115.21'
L19	S.49°50'33"E.	111.81'
L20	S.63°23'48"E.	111.67'
L21	S.01°04'13"E.	1762.71'

ABBREVIATION LEGEND

- SEC. = SECTION
- TWP. = TOWNSHIP
- RNG. = RANGE
- N.T.S. = NOT TO SCALE
- NO. = NUMBER
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- O.R.I. = OFFICIAL RECORDS INSTRUMENT
- P.I.D. = PROPERTY IDENTIFICATION
- P = PROPERTY LINE

SURVEYOR'S NOTES

1. BEARINGS SHOWN ARE BASED ON ASSUMED DATUM, THE SOUTH LINE OF SECTION 22, TOWNSHIP 38 SOUTH, RANGE 19 EAST, BEARING BEING N.89°31'21"W.
2. THIS SKETCH AND DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE OR AN ATTORNEY'S OPINION OF TITLE, THEREOF, ANY DEED OVERLAP OR HIATUS OR ANY RECORDED OR UNRECORDED RIGHT-OF-WAY AND/OR EASEMENTS MAY NOT BE SHOWN.
3. THIS DRAWING IS A DESCRIPTION SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY OF THE PARCEL DESCRIBED.

Teri S. Owen
 TERI S. OWEN, SR. SURVEYOR
 PROFESSIONAL SURVEYOR AND MAPPER NO. 5928
 STATE OF FLORIDA
 SARASOTA COUNTY SURVEY-MAPPING
 1001 SARASOTA CENTER BLVD.
 SARASOTA, FLORIDA 34240

6-18-12
 DATE

VENICE MINERALS					
PARCEL NO. 200-A	DRAWN	T.S.O.	DATE	5-28-12	SCALE N.T.S.
PARCEL = 30227.6 Square Feet ±	CHECKED	J.R.M.	DATE	5-29-12	JOB NO.

R20012-155

I:\PDSBC\SURVEY\VENICE\SKETCHES\TERISKETCHES.DWG

EXHIBIT "3"

CONTRACT FOR SALE AND PURCHASE

THIS AGREEMENT is made and entered into on the day and year set forth below by and between **Venice Minerals & Mining, LLC**, a Florida limited liability company, as Seller, with an address of Post Office Box 727, Laurel, Florida 34272 and the Board of County Commissioners of **Sarasota County**, a political subdivision of the State of Florida, as Buyer, with an address of 1660 Ringling Boulevard, Sarasota, Florida 34236, (the "Contract").

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PROPERTY:** Seller agrees to sell and Buyer agrees to buy on the terms and conditions hereinafter set forth, that real property located in Sarasota County, Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof, together with all improvements located thereon, all of which is hereinafter referred to as the "Property".
2. **PURCHASE PRICE:** The purchase price ("Purchase Price") for the Property shall be Four Hundred Eighteen Thousand Dollars (\$418,000.00) and shall be paid by County check or wire transfer at Closing. Buyer shall deliver an earnest money deposit (Escrow Deposit) of fifty thousand dollars (\$50,000.00) to the Boone, Boone, Boone, Koda and Froom, P.A. law firm (Escrow Agent) located at 1001 Avenida Del Circo, Venice, Florida 34285, within six (6) days after full execution of the Contract.
3. **EFFECTIVE DATE:** This offer shall be null and void if not executed by and delivered to all parties on or before August 23, 2012. The "Effective Date" shall be the date on which the Buyer or Seller, whichever signs last, signs the contract.
4. **TITLE EVIDENCE:** Seller shall convey a marketable title subject only to liens, encumbrances, exceptions or qualifications acceptable to Buyer. Marketable title shall be determined according to current applicable Title Standards adopted by authority of the Florida Bar. Buyer shall have obtained, at Buyer's expense, a title commitment and complete its review of the title commitment prior to the Effective Date. Buyer shall notify the Seller within five (5) days after receiving and reviewing the title commitment of any title defects.
5. **CLOSING DATE:** This transaction shall be closed and the deed and other closing papers delivered on September 7, 2012 (the "Closing"), unless extended in writing by mutual agreement of the parties. Between the Effective Date and Closing, Seller covenants and warrants that Seller will keep the Property in good, safe and sanitary condition prior to closing. Seller shall bear the risk of loss prior to the Closing.
6. **PLACE OF CLOSING:** Closing shall be held at the Office of the County Attorney, 1660 Ringling Boulevard, Second Floor, Sarasota, Florida 34236 or at a place designated by Buyer.
7. **DOCUMENTS FOR CLOSING:** Seller shall furnish a full warranty deed, mechanic's lien affidavit, mortgagee estoppel letters, and corrective instruments, if any. Buyer shall furnish the closing statement.

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8. **EXPENSES:** The Purchase Price and consideration being given by the Buyer hereunder constitute the total consideration to be paid the Seller in connection with the acquisition of the Property and any consequences or impacts incurred by Seller in connection therewith, including, without limitation, any severance damages, loss of business damages or impacts or costs to Seller or any person affiliated with Seller. Buyer and Seller warrant that they have not dealt with any real estate broker, agent, salesperson or finder in connection with the purchase and sale of the Property, and each agrees to indemnify, defend and hold the other harmless from any claims and demands of any real estate broker, agent, salesperson or finding claiming to have dealt with either Buyer or Seller in connection with this purchase and sale. Buyer is not responsible for any of the Seller's attorney fees for settlement/contract negotiations and transfer of the Property. Buyer's undertaking pursuant to this paragraph is subject to the limitations set forth in Section 768.28, Florida Statutes and shall not be deemed to constitute a waiver of Buyer's sovereign immunity. Buyer will pay for recording the deed. Seller will pay for recording any satisfaction of mortgage or other instruments required to convey good title. Seller will pay documentary stamps to be affixed to any deed or other instruments of conveyance.

9. **RESTRICTIONS; EASEMENTS; LIMITATIONS:** Seller shall convey the Property to Buyer by warranty deed, free and clear of all monetary liens but subject to those items approved by Buyer as contained in the title commitment specified above, zoning, restrictions, prohibitions and other requirements imposed by governmental authority.

10. **SURVEY:** Buyer shall, at Buyer's expense, have had a survey of the Property prepared prior to the Effective Date. If the survey shows encroachments on the Property or that improvements located on the Property encroach on set back lines, easements, lands of others or violate any restrictions or regulations affecting the Property, the same shall constitute a title defect. Buyer shall notify the Seller within five (5) days after receiving and reviewing the survey of any title issues.

11. **WARRANTIES:**

- a. Seller warrants and represents unto the Buyer, that to the best of the Seller's knowledge, the Property does not contain any hazardous substances, as defined hereinafter, in excess of allowable limits under federal or state law, except for minor spillage or contaminants discharged onto the Property during the course of normal mining operations, which includes on site fueling, greasing operations and placement of pumping facilities at various locations on the Property. For the purposes of this Contract, the term "hazardous substance" includes but is not limited to, any material, substance, waste or similar term which is defined as a hazardous material under the laws of the State of Florida; the Federal Water Pollution Control Act (33 U.S.C. Section 1317); the Federal Resources Conservation and Recovery Act (RCRA) (42 U.S.C. Section 6901, et seq.); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and (SARA) (42 U.S.C. Section 9601, et seq.); the Federal Toxic Substances Control Act; or any rule or regulation of the Environmental Protection Agency, the Occupational Safety and Health Administration, or any such similar state or local agency having jurisdiction over the Property.
- b. Buyer has no knowledge, record or evidence of any hazardous substance or other environmental problems on or associated with the Property.
- c. Seller warrants and represents unto the Buyer that there are no valid and outstanding leases affecting the Property and no parties other than the Seller have any rights to sue or possession of the Property or any portion thereof. The Property shall be conveyed to Buyer at Closing

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free and clear of any outstanding leases or rights in other parties to use or possession of the Property.

- d. Seller warrants that as of the Effective Date of this Contract, Seller has no knowledge of any conditions on or of the Property which would result in a violation of any regulation, restriction, or condition imposed by any state, federal or local governmental agency or any easement, setback or instrument recorded in the public records, and that Seller has received no notice of such violation. Seller shall give immediate notice to Buyer of any violation of which Seller receives notice.

12. **CONDITIONS OF CLOSING:**

- a. **Utilities.** All utilities, if any, shall be prorated through the Closing.
- b. **Taxes.** All taxes and assessments shall be prorated and paid by Seller through the date of Closing. Current year real property taxes shall be paid in to escrow with the Sarasota County Tax Collector as provided in Section 196.295, Florida Statutes.
- c. **Liens.** Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence of any financing statements, claims of liens or liens known to Seller and further attesting that there have been no improvements or repairs to Property for ninety (90) days immediately preceding the Closing. Liens for special assessments shall be paid by Seller prior to the Closing or credited to Buyer as hereinafter provided. The amount of a certified lien shall be discharged by Seller prior to the Closing, and Seller shall provide receipts, satisfactions or releases proving such payment. The amount of any pending lien shall be assumed by Buyer with an appropriate credit given to Buyer against the Purchase Price. At such time as the full amount of said lien is determined the difference between the amounts shall be paid to the party that is entitled to the adjustment.
- d. **Inspections.** All inspections, investigations and the like that Buyer deems necessary to conduct on or with regard to the Property shall have been completed prior to the Effective Date. Buyer shall notify the Seller within five (5) days after receiving and reviewing the inspection and investigation reports of any Property defects.
- e. **Time.** Time is of the essence of this Contract.

13. **TERMINATION OF CONTINGENCIES:** Buyer and Seller agree that the contingencies contained within this Contract pertaining to title commitment, survey, inspections and investigation of the Property shall terminate upon full execution of this Contract. It is the expressed agreement and understanding of the parties that once the Contract has been signed, there are no further conditions or contingencies that must be met prior to Closing.

14. **NOTICES:** Any notice given or required to be given in connection with this agreement shall be mailed postage paid or hand delivered to Seller: Charles T. Lafollette, Post Office Box 727, Laurel, Florida 34272 and to Buyer: Attn: John Herrli, Land Acquisition Manager at 1660 Ringling Blvd., Fifth Floor, Sarasota, Florida 34236 and with copies to Attn: Thomas R. Wolfe, Assistant County Attorney, Office of the County Attorney, 1660 Ringling Blvd., Second Floor, Sarasota, Florida 34236, or such other address as either party may direct in writing.

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15. **BINDING CONTRACT:** The Contract shall be binding upon the successors, heirs and assigns of the respective Parties. The Contract cannot be assigned without mutual written approval by Buyer and Seller.

16. **DEFAULT:** In the event either Party refuses, neglects or otherwise fails to carry out any terms of the Contract, the Contract may be terminated by the other Party. In the event of a default by either Party, the Escrow Agent shall disburse the Escrow Deposit to the non-defaulting Party.

17. **PUBLIC DISCLOSURE:** Seller hereby represents and warrants the names and addresses of every person having a beneficial interest in Property are as follows:

Venice Minerals and Mining, LLC
Post Office Box 727
Laurel, Florida 34272

Mary Ann LaFollette
4029 Norbourne Blvd.
Louisville, Kentucky 40207

Mary Ann LaFollette, Trustee
For benefit of Sarah Kendall, Paul LaFollette and John LaFollette
4029 Norbourne Blvd.
Louisville, Kentucky 40207

Debra Francis
774 Mays Blvd. #10
Incline Village, Nevada 89451

Samuel S. Francis, Trustee
For the benefit of April Greene and Samuel A. Francis
P.O. Box 6974
Incline Village, Nevada 89450

Seller further agrees that at least ten (10) days prior to the Closing, in accordance with Section 286.23, Florida Statutes, Seller shall make a public disclosure in writing, under oath, and subject to penalties prescribed for perjury, which shall state the name and address of Seller and the name and address of every person having a beneficial interest in the Property.

18. **ACCOMMODATIONS OF DRAINAGE:** Pursuant to the terms and condition of a Contract for Sale and Purchase (County Contract No. 2004-305), between R. Gene Smith ("Smith") and Sarasota County, the County is obligated to accommodate existing stormwater drainage from, through and over other lands owned by Smith, his successors and assigns. However, the County reserved the right to provide alternative means for positive drainage through and to other public drainage facilities. Seller is a successor to Smith. Seller and Buyer agree that it is the Buyer's intent to utilize the Property as a part of a public drainage facility that may be utilized as an alternative means for positive drainage. Buyer shall within thirty (30) days of closing, submit a SWFWMD ERP modification notification of the Property change of ownership. Seller shall not object to the Buyer's relocating to the Property the stormwater

drainage that currently flows from the Seller's lands or other neighboring lands into other lands owned by Buyer.

19. **GRANTING OF ACCESS:** At Closing, Seller will grant Buyer a perpetual non-exclusive ingress/egress easement in substantially the same form as Exhibit "B", attached hereto and made a part hereof.

20. **EXECUTION BY COUNTY COMMISSION:** Notwithstanding any action take on the Contract by the Sarasota County Board of County Commissioners or any agent thereof, or County employees, the Contract shall not be enforceable against the County unless approved by the Board of County Commissioners and executed by the Chairman of the Board of County Commissioners.

21. **ENTIRE AGREEMENT:** It is mutually acknowledged and agreed by the parties hereto that this Contract contains the entire agreement between Buyer and Seller with respect to the subject matter of this Contract; that there are no verbal agreements, representations, warranties or other understandings affecting the same.

22. **CAPTIONS:** The captions of this Contract are inserted solely for convenience or reference, and under no circumstances shall they be treated or construed as part of, or as affecting, this Contract.

23. **DISPUTE RESOLUTION:** In the event any dispute arises concerning this Contract, the Parties agree to attempt to settle any dispute by mediation. In the event such mediation is unsuccessful, any litigation concerning this Contract shall be filed and maintained only in Sarasota County, Florida and shall be subject to Florida law.

24. **WAIVER OF JURY TRIAL:** The parties hereby expressly agree that in the event of litigation regarding this Contract, any and all rights to jury trial are waived.

25. **NO THIRD PART RIGHTS:** This Contract shall not be interpreted or construed to grant any rights to any third parties.

26. **COUNTER PARTS:** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy or facsimile copy of this Contract and signatures of the parties hereon shall be considered for all purposes as originals.

27. **SELLER REPRESENTATIONS:** Seller represents and warrants that there have been no material changes to the physical condition of the Property during the thirty days (30) prior to the Effective Date of this Contract and there shall be no such changes prior to Closing.

28. **PROVISIONS TO SURVIVE CLOSING:** The covenants, warranties and representations in this Contract shall survive Closing.

THE BALANCE OF THIS PAGE WAS LEFT BLANK ON PURPOSE.

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IN WITNESS WHEREOF, the Sellers have executed this Contract this _____ day of _____, 2012.

Signed and Sealed in the Presence of these Witnesses:

“Seller”

Venice Minerals & Mining, LLC

Witness
Print Name: _____

By: Charles T. Lafollette, Manager

Witness
Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, Charles T. Lafollette, Manager, on behalf of Venice Minerals & Mining, LLC, a Florida limited liability company, who is personally known to me or has produced _____ as identification and did (did not) take an oath.

Notary Public
Print Name: _____
Commission Exp.: _____

(SEAL ABOVE)

R2012-155

"Buyer"

**BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA**

BY: _____
Chair

DATE: _____

ATTEST:

**KAREN E. RUSHING, Clerk of the Circuit
Court and Ex-Officio Clerk of the Board of
County Commissioners of Sarasota County, Florida.**

Deputy Clerk

Approved as to form and correctness

County Attorney

RD012-155

EXHIBIT "A"

That part of Sections 14, 15, 22 and 23, Township 38 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 22; thence run North 89°31'21"West along the South line of said Section 22 for a distance of 1351.19 feet to the Southwest corner of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of said Section 22; thence run North 01°04'13"West for a distance of 4015.49 feet; thence run North 89°24'53"West along the South line of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of said Section 22 for a distance of 1327.78 feet; thence run North 00°44'08"West along the West line of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of said Section 22 for a distance of 1309.28 feet to a line that is 30.00 feet South of and parallel with the North line of said Section 22; thence run South 89°22'29"East along said line that is 30.00 feet South of and parallel with the North line of said Section 22 for a distance of 1120.07 feet to the POINT OF BEGINNING; thence continue South 89°22'29"East along said line that is 30.00 feet South of and parallel with the North line of said Section 22 for a distance of 290.13 feet to a point of curve to the right having a radius of 650.00 feet, a central angle of 79°24'06", a chord bearing of South 87°26'01"East, a chord length of 830.41 feet; thence along the arc of said curve, on arc distance of 900.78 feet to a point of reverse curvature of a curve to the left, having a radius of 400.00 feet, a central angle of 32°05'54", a chord bearing of South 63°46'55"East, a chord length of 221.17 feet; thence along the arc of said curve an arc length of 224.09 feet to the end of said curve; thence run South 87°42'39"East for a distance of 113.14 feet to the point of a curve to the left, having a radius of 400.00 feet, a central angle of 18°04'29", a chord bearing of North 83°15'08"East, a chord length of 125.66 feet; thence along the arc of said curve an arc length of 126.18 feet to the point of reverse curvature of a curve to the right, having a radius of 550.00 feet, a central angle of 29°51'47", a chord bearing of North 89°08'45"East, a chord length of 283.43 feet; thence along the arc of said curve, an arc length of 286.66 feet to the end of said curve; thence run South 80°52'01"East for a distance of 265.81 feet to the point of curvature of a curve to the left, having a radius of 500.00 feet, a central angle of 35°04'07", a chord bearing of North 81°35'55"East, a chord length of 301.28 feet; thence along the arc of said curve, an arc length of 308.03 feet to the point of tangency of said curve; thence North 64°03'53"East for a distance of 354.38 feet; thence run the following four (4) calls along the Northerly line of those lands described in Official Records Instrument Number 2004208843 of the Public Records of Sarasota County, Florida: South 13°06'38"East for a distance of 118.81 feet; thence run South 09°50'08"East for a distance of 385.84 feet; thence run South 07°04'11"West for a distance of 253.37 feet; thence run North 88°38'55"West for a distance of 80.40 feet to the Southeast corner of said lands described in Official Records Instrument Number 2008149817 of said Public Records; thence run the following nine (9) calls along the Easterly and Northerly line of said lands described in Official Records Instrument Number 2008149817: North 07°04'11"East for a distance of 249.49 feet; thence run North 09°50'08"West for a distance of 387.97 feet; thence run South 64°03'53"West for a distance of 255.09 feet to a point on a curve to the right, having a radius of 580.00 feet, a central angle of 35°04'08", a chord bearing of South 81°35'56"West, a chord length of 349.48 feet; thence along the arc of said curve, an arc length of 355.00 feet to a point on said curve; thence run North 80°52'01"West for a distance of 269.40 feet to a point on a curve to the left, having a radius of 470.00 feet, a central angle of 30°16'05", a chord bearing of South 89°20'53"West, a chord length of 245.41 feet; thence along the arc of said curve, an arc length of 248.29 feet to a point of reverse curvature of a curve to the right, having a radius of 480.00 feet, a central angle of 18°04'28", a chord bearing of South 83°15'07"West, a chord length of 150.79 feet; thence along the arc of said curve, an arc length of 151.42 feet; thence North 87°42'39"West for a distance of 118.39 feet to a point on a curve to the right, having a radius of 480.00 feet, a central angle of 09°21'30", a chord bearing of North 75°50'21"West, a chord length of 78.31 feet; thence along the arc of said curve, an arc length of 78.40 feet to a point on said curve; thence run South 78°41'37"West for a distance

FEE SIMPLE

VENICE MINERALS

PARCEL NO. 100	DRAWN	T.S.O.	DATE	8-29-12	SCALE N.T.S.
PARCEL = 413156.6 Square Feet ±	CHECKED	J.R.M.	DATE	8-29-12	JOB NO

R2012-155

of 106.87 feet to a point on the Northerly line of said lands described in the instrument recorded in Official Records Instrument Number 2008149816 of said Public Records; thence run the following five (5) calls along said Northerly line of said lands described in the instrument recorded in Official Records Instrument Number 2008149816: North 48°07'47"West for a distance of 123.39 feet; thence run North 53°28'41"West for a distance of 187.40 feet; thence run North 78°11'26"West for a distance of 277.00 feet; thence run South 71°19'31"West for a distance of 221.31 feet; thence run South 62°31'32"West for a distance of 45.81 feet; thence run North 89°22'29"West for a distance of 313.93 feet; thence run South 01°04'13"East for a distance of 1001.53 feet; thence run South 89°24'53"East for a distance of 400.17 feet; thence run South 01°04'13"East for a distance of 700.29 feet to the intersection with the Easterly line of those lands described in the instrument recorded in Official Records Instrument Number 2008129687 of said Public Records; thence run the following four (4) calls along the Easterly line of said lands described in Official Records Instrument Number 2008129687: North 89°24'53"West for a distance of 50.02 feet; thence run North 01°04'13"West for a distance of 650.27 feet; thence run North 89°24'53"West for a distance of 400.17 feet; thence run North 01°04'13"West for a distance of 1108.61 feet to the Point of Beginning.

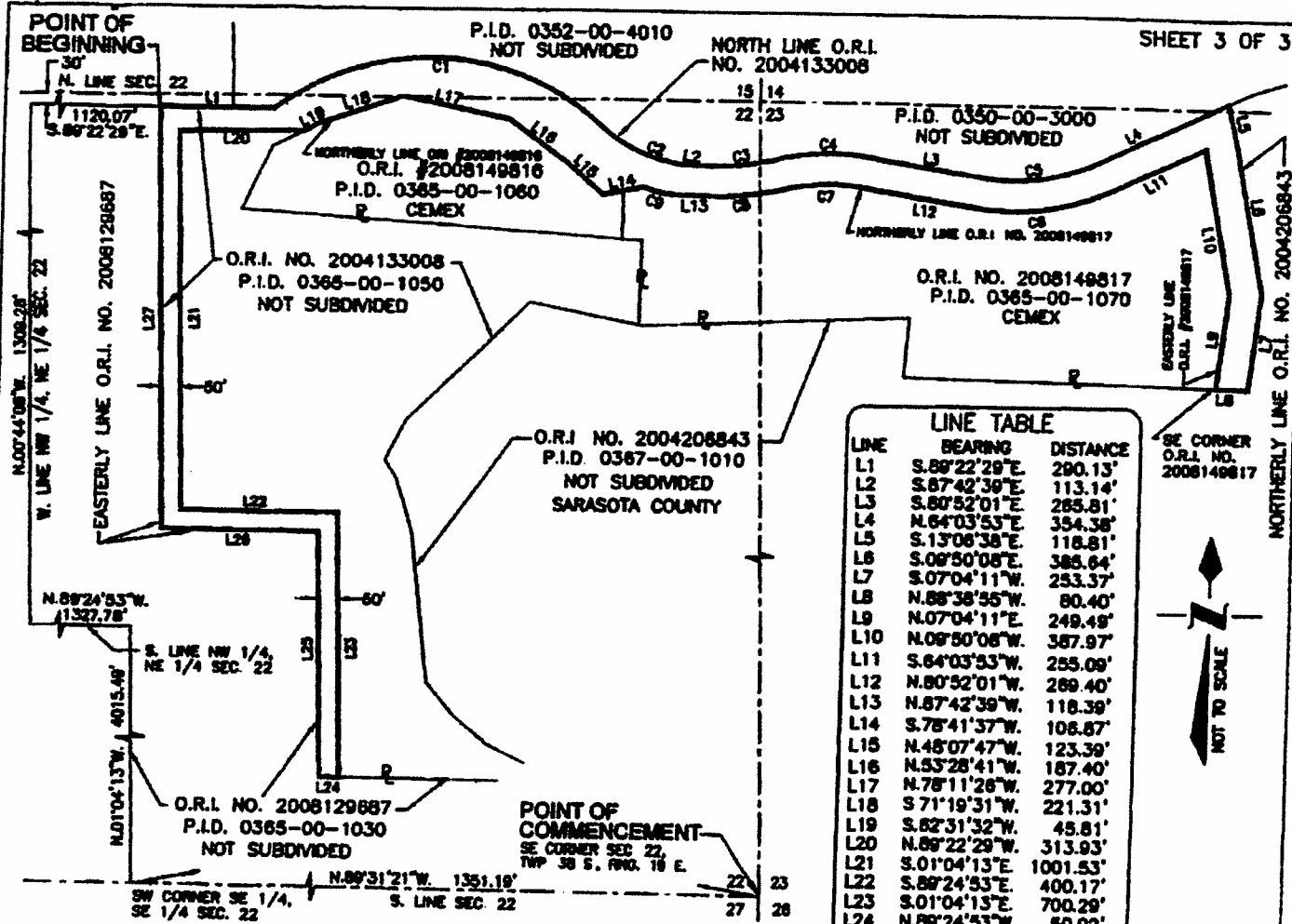
Containing 413158.8 square feet or 9.4848 acres, more or less.

FEE SIMPLE

VENICE MINERALS

PARCEL NO. 100						SCALE
DRAWN	T.S.O.	DATE	5-28-12	N.T.S.		
CHECKED	J.R.M.	DATE	5-28-12	JOB NO.		
PARCEL = 413158.8 Square Feet ±						

B2012-155



LINE TABLE

LINE	BEARING	DISTANCE
L1	S.89°22'29"E	290.13'
L2	S.87°42'39"E	113.14'
L3	S.80°52'01"E	265.81'
L4	N.64°03'53"E	354.38'
L5	S.13°06'38"E	118.81'
L6	S.09°50'08"E	385.64'
L7	S.07°04'11"W	253.37'
L8	N.88°38'56"W	80.40'
L9	N.07°04'11"E	249.49'
L10	N.08°50'06"W	387.97'
L11	S.64°03'53"W	255.09'
L12	N.80°52'01"W	269.40'
L13	N.87°42'39"W	118.39'
L14	S.78°41'37"W	106.87'
L15	N.48°07'47"W	123.39'
L16	N.53°28'41"W	187.40'
L17	N.78°11'28"W	277.00'
L18	S.71°19'31"W	221.31'
L19	S.82°31'32"W	45.81'
L20	N.89°22'29"W	313.93'
L21	S.01°04'13"E	1001.53'
L22	S.89°24'53"E	400.17'
L23	S.01°04'13"E	700.29'
L24	N.89°24'53"W	50.02'
L25	N.01°04'13"W	650.27'
L26	N.89°24'53"W	400.17'
L27	N.01°04'13"W	1108.61'

CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	650.00'	79°24'08"	900.78'	630.41'	S.87°26'01"E
C2	400.00'	32°05'54"	224.09'	221.17'	S.63°46'55"E
C3	400.00'	18°04'29"	126.18'	125.66'	N.83°15'06"E
C4	550.00'	28°51'47"	286.66'	283.43'	N.89°08'45"E
C5	500.00'	35°04'07"	306.03'	301.28'	N.81°35'55"E
C6	580.00'	38°04'08"	355.00'	349.48'	S.81°35'58"W
C7	470.00'	30°16'05"	248.29'	245.41'	S.89°20'53"W
C8	480.00'	18°04'28"	151.42'	150.79'	S.83°15'07"W
C9	480.00'	09°21'30"	78.40'	78.31'	N.75°50'21"W

ABBREVIATION LEGEND

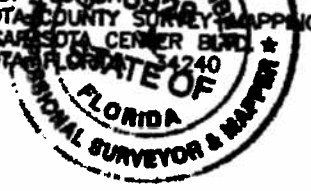
SEC = SECTION
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POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT
 O.R.I. = OFFICIAL RECORDS INSTRUMENT
 P.I.D. = PROPERTY IDENTIFICATION
 R = PROPERTY LINE

SURVEYOR'S NOTES

1. BEARINGS SHOWN ARE BASED ON ASSUMED DATUM, THE SOUTH LINE OF SECTION 22, TOWNSHIP 38 SOUTH, RANGE 19 EAST, BEARING BEING N.89°31'21"W.
2. THIS SKETCH AND DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE OR AN ATTORNEY'S OPINION OF TITLE, THEREOF, ANY DEED OVERLAP OR HIATUS OR ANY RECORDED OR UNRECORDED RIGHT-OF-WAY AND/OR EASEMENTS MAY NOT BE SHOWN.
3. THIS DRAWING IS A DESCRIPTION SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY OF THE PARCEL DESCRIBED.

TERI S OWEN, SR. SURVEYOR
 PROFESSIONAL SURVEYOR AND MAPPER NO. 5928
 STATE OF FLORIDA
 SARASOTA COUNTY SURVEY MAPPING
 1001 SARASOTA CENTER BLVD.
 SARASOTA, FLORIDA 34240



6-19-12
 DATE

FEE SIMPLE

VENICE MINERALS		DRAWN	T.S.O.	DATE	SCALE
PARCEL NO. 100				8-29-12	N.T.S.
PARCEL = 413158.6 Square Feet ±	CHECKED	J.R.M.	DATE	5-29-12	JOB NO

R2012-155

EXHIBIT "B"

This Instrument Prepared By:
Stephen K. Boone, Esquire
BOONE, BOONE, BOONE, KODA & FROOK, P.A.
P.O. Box 1596
Venice, Florida 34284

EASEMENT AGREEMENT

IT IS HEREBY AGREED that **VENICE MINERALS & MINING, LLC**, a Florida limited liability company, hereinafter called **Grantor**, for the sum of Ten Dollars and other valuable considerations and in consideration of the mutual covenants herein contained, does hereby give and grant unto **SARASOTA COUNTY**, a political subdivision of the State of Florida, hereinafter called **Grantee**, a non-exclusive access easement for pedestrian and vehicular ingress and egress, including but not limited to the right of excavating, installing and constructing road improvements, stormwater drainage facilities, shoulders, utilities and other rights-of-way construction appurtenances; said uses including the right to maintain, enlarge, remove, and replace such improvements and facilities, provided such activities do not interfere with any other easement holder's use of the easement, in, over and upon the following-described property in Sarasota County, Florida:

See Attachment "A", hereinafter referred to as (the "Easement Area") attached hereto and incorporated herein.

upon the following terms and conditions:

By accepting this easement, Grantee agrees to share in an equitable and pro rata fashion in the cost of maintaining and repairing the access easement, said pro rata share is to be borne equitably by all persons utilizing the easement (or portions thereof) as and when such costs are incurred.

Additionally, Grantor and Grantee presently each have the right to use the non-exclusive easement described in Official Records Book 1084, Page 1584 of the Public Records of Sarasota County, Florida for use in obtaining ingress and egress to the Easement Area. Other persons currently use, and additional persons may in the future use, the roadway built and used pursuant to said easement. Grantor and Grantee (by acceptance of this easement) covenant and agree to work together in good faith to see that the costs of maintaining and repairing the aforesaid roadway are equitably borne by the persons (Grantor, Grantee and others) using such roadway or portions thereof, when work on the roadway is necessary and as and when such costs are incurred.

This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, successors or assigns.

R2012 F55

Grantor hereby binds itself, its heirs, legal representatives and assigns, to warrant and defend the above-described easement and rights unto its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2012.

WITNESSES:

VENICE MINERALS & MINING, LLC,
a Florida limited liability company

Sign _____
Print _____

Charles T. Lafollette, its Manager

Sign _____
Print _____

STATE OF FLORIDA)
COUNTY OF SARASOTA)

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this _____ day of _____, 2012, by CHARLES T. LAFOLLETTE, Manager, on behalf of VENICE MINERALS & MINING, LLC, a Florida limited liability company, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC

Sign _____
Print _____

Stamp/Seal

R2012 + FS

Agreed and accepted this _____ day of _____, 2012

**THE BOARD OF COUNTY
COMMISSIONERS OF SARASOTA
COUNTY, FLORIDA, a political subdivision
of the State of Florida**

Print _____

Attest:

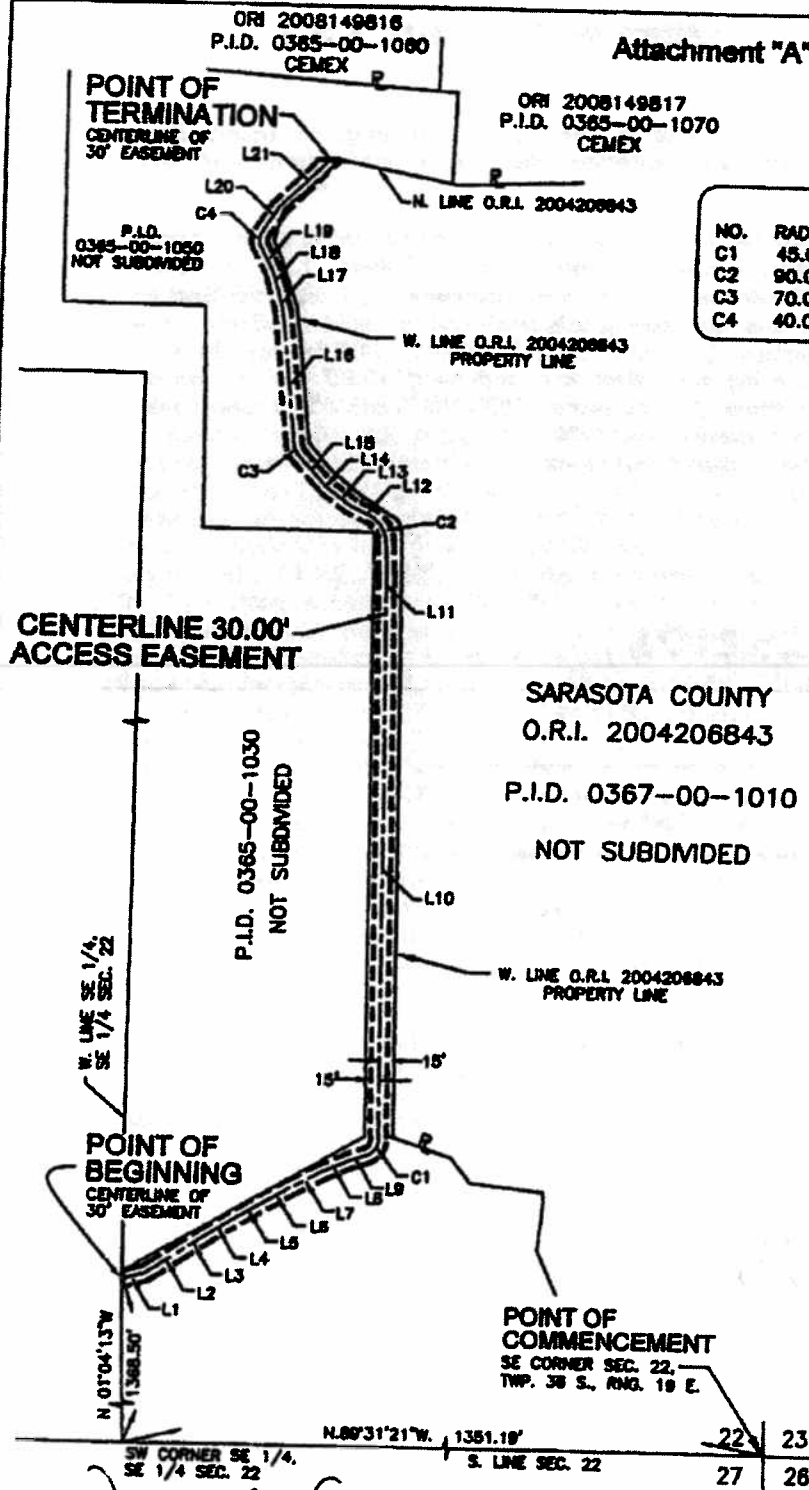
**Karen E. Rushing, Clerk of the Circuit
Court and Ex Officio Clerk of the Board of
County Commissioners of Sarasota County,
Florida**

Deputy Clerk

Approved to as form and correctness:

County Attorney

R2012-155



NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	45.00'	71°24'58"	58.09'	52.53'	N.34°38'03"E.
C2	90.00'	60°33'42"	95.13'	90.76'	N.33°06'53"W.
C3	70.00'	35°35'49"	43.48'	42.78'	N.23°51'38"W.
C4	40.00'	80°01'02"	41.90'	40.01'	N.02°26'14"E.

LINE	BEARING	DISTANCE
L1	N.75°00'55"E.	81.81'
L2	N.56°55'31"E.	41.77'
L3	N.56°27'49"E.	89.19'
L4	N.56°07'57"E.	104.68'
L5	N.58°11'34"E.	123.44'
L6	N.58°18'14"E.	142.11'
L7	N.62°20'34"E.	103.32'
L8	N.65°54'20"E.	71.85'
L9	N.70°18'32"E.	63.25'
L10	N.01°06'22"W.	1658.92'
L11	N.02°50'04"W.	93.32'
L12	N.63°23'48"W.	59.88'
L13	N.52°39'42"W.	81.72'
L14	N.43°12'56"W.	34.07'
L15	N.41°38'32"W.	88.70'
L16	N.08°03'38"W.	391.31'
L17	N.14°55'49"W.	87.90'
L18	N.17°44'58"W.	33.00'
L19	N.27°34'17"W.	78.56'
L20	N.32°28'33"E.	92.34'
L21	N.44°41'32"E.	442.44'



- ABBREVIATION LEGEND**
- SEC. = SECTION
 - TWP. = TOWNSHIP
 - RNG. = RANGE
 - N.T.S. = NOT TO SCALE
 - NO. = NUMBER
 - POB = POINT OF BEGINNING
 - POC = POINT OF COMMENCEMENT
 - O.R.I. = OFFICIAL RECORDS INSTRUMENT
 - P.I.D. = PROPERTY IDENTIFICATION
 - P. = PROPERTY LINE

- SURVEYOR'S NOTES**
- ALL BEARINGS SHOWN ARE BASED ON AN EXISTING 30.00 ACCESS EASEMENT DESCRIBED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2008149817 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, WITH THE EXCEPTION OF THE BEARING N 55°67'57"E WHICH WAS CONVERTED TO N 57°07'57"E.
 - THIS SKETCH AND DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE OR AN ATTORNEY'S OPINION OF TITLE, THEREOF, ANY DEED OVERLAP OR HIATUS OR ANY RECORDED OR UNRECORDED RIGHT-OF-WAY AND/OR EASEMENTS MAY NOT BE SHOWN.
 - THIS DRAWING IS A DESCRIPTION SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY OF THE PARCEL DESCRIBED.

Teri S. Owen
 TERI S. OWEN, SR. SURVEYOR
 PROFESSIONAL SURVEYOR AND MAPPER NO. 5928
 STATE OF FLORIDA
 SARASOTA COUNTY SURVEY-MAPPING
 1001 SARASOTA CENTER BLVD.
 SARASOTA, FLORIDA 34240

6-18-12
 DATE

VENICE MINERALS				
PARCEL NO. 200-A	DRAWN	T.S.O.	DATE	SCALE
PARCEL = 124835.9 Square Feet ±	CHECKED	J.R.M.	DATE	N.T.S.
			5-28-12	JOB NO.

20012-105

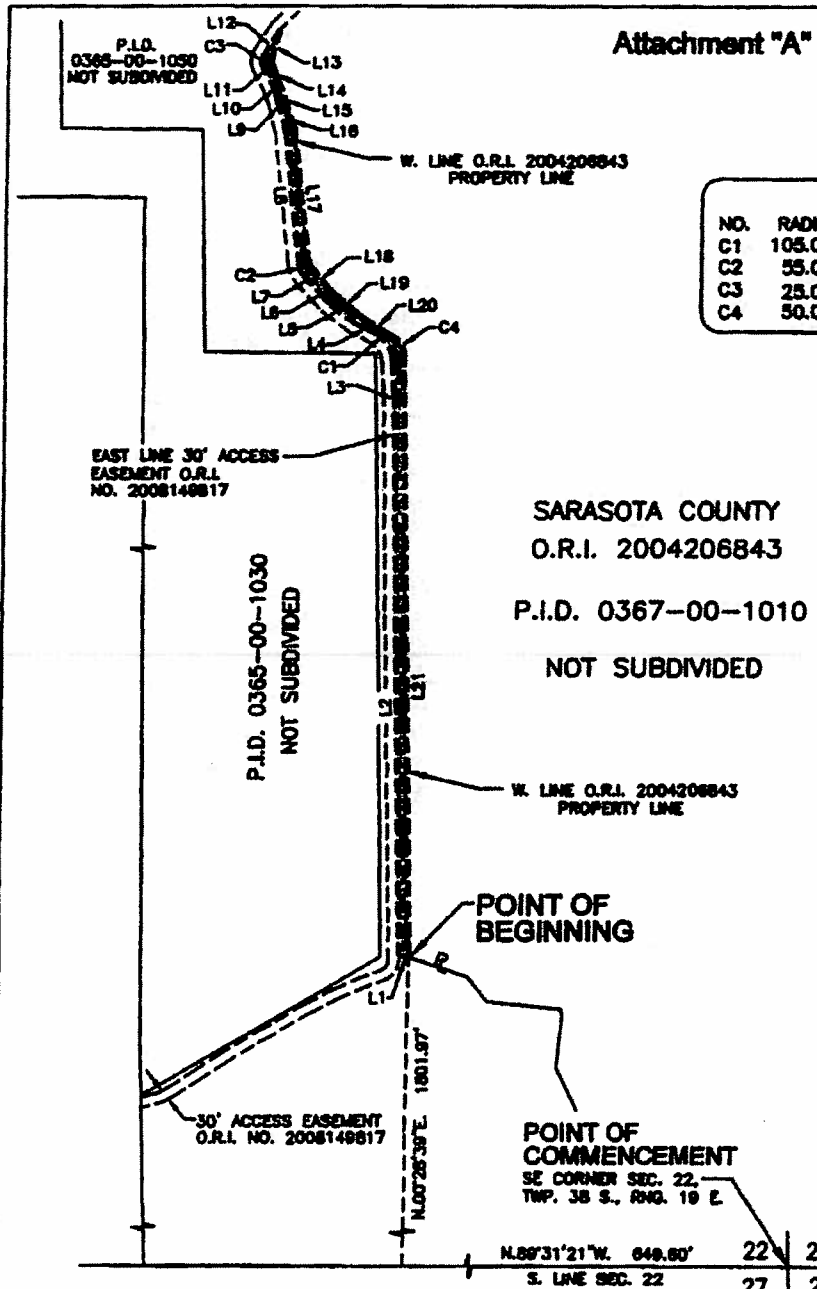
That part of Section 22, Township 38 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 22; thence run North 89°31'21"West along the South line of said Section 22 for a distance of 649.60 feet; thence run North 00°28'39"East for a distance of 1801.97 feet to the intersection with the Westerly line of said lands described in Official Records Instrument Number 2004206843 of the Public Records of Sarasota County, Florida, being the POINT OF BEGINNING; thence run South 88°53'38"West for a distance of 13.95 feet to the intersection with the Easterly line of a 30.00 foot wide Access Easement according to the instrument recorded in Official Records Instrument Number 2008149817 of said Public Records; thence run the following thirteen (13) calls along the Easterly line of said 30.00 foot wide Access Easement: North 01°06'22"West for a distance of 1643.35 feet; thence run North 02°50'04"West for a distance of 93.55 feet to a point on a curve to the left, having a radius of 105.00 feet, a central angle of 60°33'42", a chord bearing of North 33°06'55"West, a chord distance of 105.89 feet; thence along the arc of said an arc length of 110.99 feet to a point on said curve; thence run North 63°23'48"West for a distance of 58.47 feet; thence run North 52°39'42"West for a distance of 79.07 feet; thence run North 43°12'58"West for a distance of 32.63 feet; thence run North 41°39'32"West for a distance of 89.50 feet to a point on a curve to the right, having a radius of 55.00 feet, a central angle of 35°35'49", a chord bearing of North 23°51'38"West, a chord distance of 33.62 feet; thence run along the arc or said curve an arc length of 34.17 feet to a point on said curve; thence run North 06°03'38"West for a distance of 392.47 feet; thence run North 14°55'49"West for a distance of 89.43 feet; thence run North 17°44'59"West for a distance of 34.66 feet; thence run North 27°34'17"West for a distance of 79.85 feet to a point on a curve to the right, having a radius of 25.00 feet, a central angle of 60°01'02", a chord bearing of North 02°26'14"East, a chord distance of 25.01 feet; thence run along the arc or said curve an arc length of 26.19 feet to a point on said curve; thence run North 32°28'33"East for a distance of 77.78 feet to the intersection with the Westerly line of said lands described in Official Records Instrument Number 2004206843 of said Public Records; thence run the following ten (10) calls along the Westerly line of said lands described in Official Records Instrument Number 2004206843: South 26°50'27"West for a distance of 95.28 feet; thence run South 33°21'57"East for a distance of 50.94 feet; thence run South 17°44'59"East for a distance of 64.81 feet; thence run South 14°55'49"East for a distance of 91.55 feet; thence run South 06°05'47"East for a distance of 397.41 feet; thence run South 38°22'39"East for a distance of 115.21 feet; thence run South 49°50'33"East for a distance of 111.81 feet; thence run South 63°23'48"East for a distance of 111.67 feet to a point on a curve to the right, having a radius of 50.00 feet, a central angle of 62°19'35", a chord bearing of South 32°14'02"East, a chord distance of 51.75 feet; thence run along the arc or said curve an arc length of 54.39 feet to a point on said curve; thence run South 01°04'13"East for a distance of 1762.71 feet to the Point of Beginning.

Containing 30227.6 square feet, more or less.

VENICE MINERALS					
PARCEL NO. 200-A	DRAWN	T.S.O.	DATE	5-28-12	SCALE N.T.S.
PARCEL = 30227.6 Square Feet ±	CHECKED	J.R.M.	DATE	5-28-12	JOB NO.

R2012-155



NO.	RADIUS	DELTA	ARC	CHDRD	CHORD BEARING
C1	105.00'	60°33'42"	110.99'	105.89'	N.33°06'35"W.
C2	55.00'	35°35'49"	34.17'	33.62'	N.23°51'38"W.
C3	25.00'	60°01'02"	26.19'	25.01'	N.02°26'14"E.
C4	50.00'	62°19'35"	54.39'	51.75'	S.32°14'02"E.

LINE	BEARING	DISTANCE
L1	S.65°53'38"W.	13.88'
L2	N.01°06'22"W.	1643.35'
L3	N.02°50'04"W.	93.56'
L4	N.63°23'48"W.	58.47'
L5	N.52°39'42"W.	79.07'
L6	N.43°12'56"W.	32.63'
L7	N.41°39'32"W.	89.50'
L8	N.06°03'38"W.	392.47'
L9	N.14°55'49"W.	89.43'
L10	N.17°44'59"W.	34.86'
L11	N.27°34'17"W.	79.85'
L12	N.32°28'35"E.	77.78'
L13	S.26°50'27"W.	95.28'
L14	S.33°21'57"E.	50.94'
L15	S.17°44'59"E.	64.81'
L16	S.14°55'49"E.	91.55'
L17	S.06°03'47"E.	397.41'
L18	S.35°22'39"E.	115.21'
L19	S.49°50'33"E.	111.81'
L20	S.63°23'48"E.	111.67'
L21	S.01°04'13"E.	1782.71'

ABBREVIATION LEGEND
 SEC. = SECTION
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 O.R.I. = OFFICIAL RECORDS INSTRUMENT
 P.I.D. = PROPERTY IDENTIFICATION
 E = PROPERTY LINE

SURVEYOR'S NOTES
 1. BEARINGS SHOWN ARE BASED ON ASSUMED DATUM, THE SOUTH LINE OF SECTION 22, TOWNSHIP 38 SOUTH, RANGE 19 EAST, BEARING BEING N.89°31'21"W.

2. THIS SKETCH AND DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE OR AN ATTORNEY'S OPINION OF TITLE, THEREOF, ANY DEED OVERLAP OR HIATUS OR ANY RECORDED OR UNRECORDED RIGHT-OF-WAY AND/OR EASEMENTS MAY NOT BE SHOWN.
 3. THIS DRAWING IS A DESCRIPTION SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY OF THE PARCEL DESCRIBED.

Teri S. Owen
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 STATE OF FLORIDA
 SARASOTA COUNTY SURVEY-MAPPING
 1001 SARASOTA CENTER BLVD.
 SARASOTA, FLORIDA 34240

6-8-12
 DATE

VENICE MINERALS					
PARCEL NO. 200-A	DRAWN	T.S.O.	DATE	5-29-12	SCALE N.T.S.
PARCEL = 30227.6 Square Feet ±	CHECKED	J.R.M.	DATE	5-29-12	JOB NO.

I:\POSBC\SURVEY\VENICE\SKETCHES\TERISKETCHES.DWG

R2012-155