

This Instrument was prepared by and is To Be Returned To:

Kenneth B. Cuyler, Esq.
City Attorney
CITY OF SANIBEL
800 Dunlop Road
Sanibel, Florida 33957

Parcel Strap No. 25-46-22-T2-00010.0000

AGREEMENT AND REVOCABLE SHARED USE PATH EASEMENT

THIS INDENTURE, made this ____ day of _____, 2011, by and between Sanibel Community Association, Inc., (herein referred to as "Grantor"), and the City of Sanibel, a Florida municipal corporation, (herein referred to as "Grantee"), the mailing address of which is 800 Dunlop Road, Sanibel, Florida, 33957.

WITNESSETH, that the said Grantor, for and 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, does hereby grant and convey to the Grantee, and its successor and assigns, a revocable easement to construct, maintain, repair, replace and renew a public shared use path (the "Easement") over and across the following described land situate, lying and being in the City of Sanibel, Lee County, Florida, to-wit:

That property which is described on **Exhibit A**,
and shown on **Exhibit B** attached hereto and incorporated herein.

This Easement includes the reasonable right of ingress and egress, vehicular and pedestrian, for the purposes of constructing, maintaining, repairing and replacing such shared use path.

The revocable shared use path granted herein is subject to the following agreement and conditions, which shall become immediately effective upon Grantee's acceptance of such Easement:

1. The Easement may be revoked by Grantor, with or without cause or reason, upon sixty (60) days prior written notice to Grantee by hand delivery to the Sanibel City Manager.
2. At no cost to Grantor, Grantee shall be responsible for all costs to improve the shared use path using a crushed shell or similar surface and to vegetate such portions of the path as may be determined appropriate by Grantee.

3. In the event the Easement is revoked by Grantor for any reason, if Requested by Grantor, Grantee shall remove the crushed shell surface and within sixty (60) days, return the Easement area to substantially its pre-improvement condition, at Grantee's sole expense and at no expense to Grantor, within such sixty (60) day notice period.

Grantor covenant(s) that Grantor is lawfully seized and possessed of the property constituting such Easement area, having good and lawful right and power to sell and convey said Easement.

This Easement shall be binding upon, and inure to the benefit of, the Grantor and Grantee and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the Grantor has set its hand and seal on the day and year first above written.

WITNESSES:

Sanibel Community Association, Inc,

1st Witness

By: _____

Print Name

Print Name: _____

Title: _____

2nd Witness

Print Name

STATE OF FLORIDA)
COUNTY OF LEE)

I HEREBY CERTIFY that, the foregoing instrument was acknowledged before me on this ___ day of _____, 2011 by _____. He/She/They is/are personally known to me or have produced _____ as identification.

Notary Public, State of Florida

Print Name: _____

Commission No. _____

Date Commission Expires: _____

ACCEPTED BY GRANTEE, CITY OF SANIBEL, FLORIDA:

ATTEST:

Pamela Smith, City Clerk

Judith A. Zimomra, Sanibel City Manager

**Description of Path between 2200 Periwinkle Way (Herb Strauss Theater)
and Dunlop Road Shared Use Path**

A shellrock path, located approximately 230' north of, and parallel to, Periwinkle Way. The path runs eastward from the Herb Strauss Theater parking lot to the shared use path lying west of, and parallel to, Dunlop Road.

EXHIBIT "A"

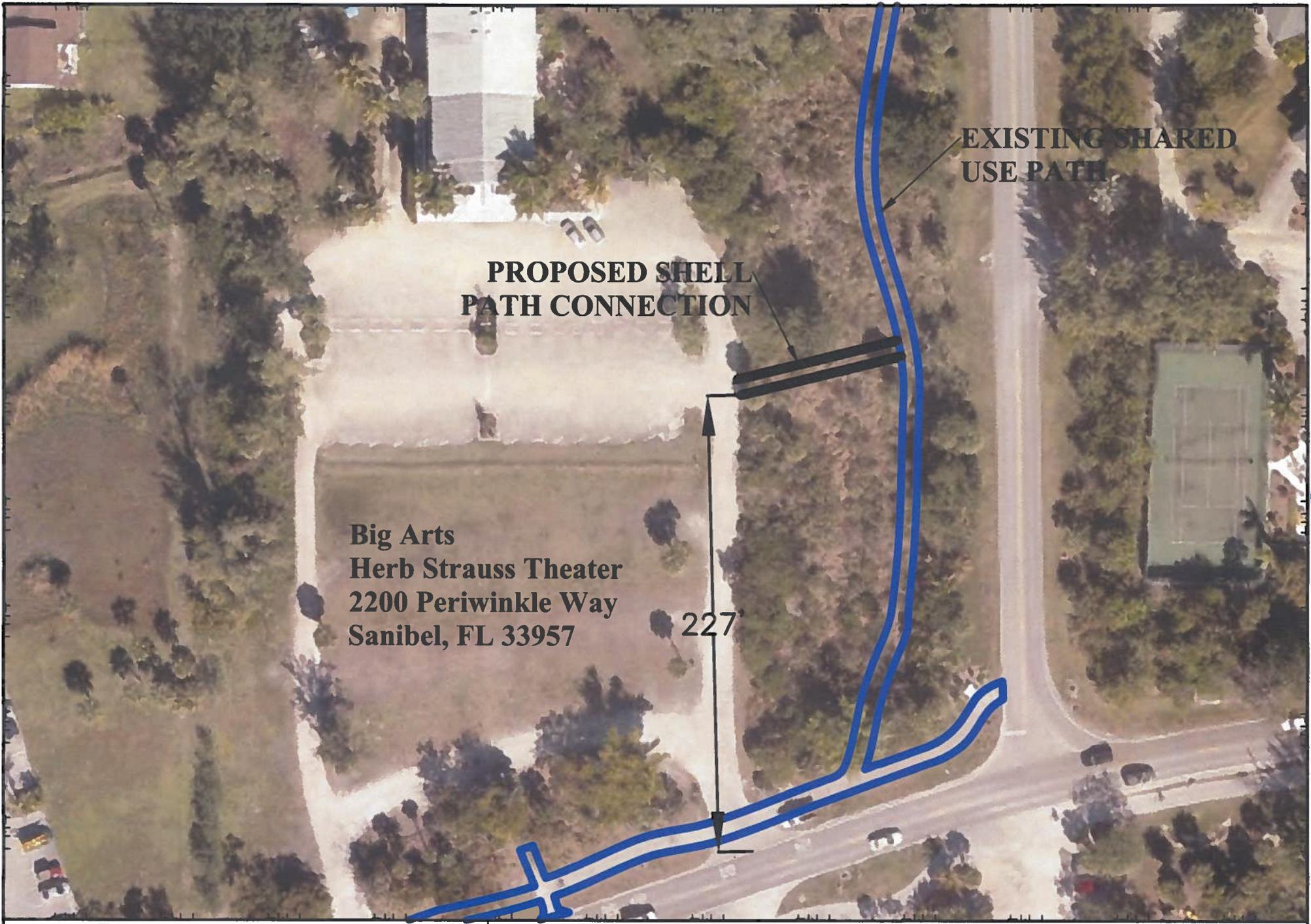


EXHIBIT R



City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

BIG ARTS - HERB STRAUSS THEATER CONNECTIVITY PATH			
DRAWN BY: JMH	APPROVED BY: GATES D. CASTLE, P.E.	CHECKED BY:	
DATE: 10/20/11	SCALE: N.T.S.	PROJECT NO.	SHEET NO. 1