

Prepared By and
When Recorded Return to:

SHUMAKER

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Attention: **Stefan Beuge, Esq./bac**
Our File Number: P12309.142790

UTILITY EASEMENT

THIS INDENTURE, made this 18 day of MARCH, 2024, by and between PGT INDUSTRIES, INC., a Florida corporation, whose mailing address is: 1070 Technology Drive, North Venice FL 34275 ("Grantor"), and CITY OF VENICE, a Florida municipal corporation, whose mailing address is 401 W. Venice Avenue, Venice, Florida 34285 (hereinafter referred to as "Grantee");

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid to the Grantor by the Grantee, the receipt and sufficiency of which is hereby acknowledged, said Grantor does hereby grant and convey to the Grantee, its successors and assigns, a permanent, perpetual easement for the provision of City services, such right to include, but not be limited to, the perpetual right for Grantee, its employees, contractors, sub-contractors, agents, successors, and assigns to enter upon said easement at all times and construct, lay, reconstruct, operate, maintain, inspect, remove, or repair all lines, mains, pipes, fixtures, ditches, accessories, and all appurtenances thereto (the "Facilities") for the purpose of providing City services through, over, under, and upon the following property situated in Sarasota County, Florida, more particularly described as follows:

(See Exhibit "A" attached hereto and incorporated herein by reference)

For the full enjoyment of the rights granted herein, the Grantee shall have the further right to trim, cut, or remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of the Facilities. The Grantor further grants the reasonable right to enter upon adjoining lands of the Grantor for the purposes of exercising the rights herein granted.

Other than that certain Communication Easement in favor of Frontier Florida LLC, a Florida limited liability company, and that certain Ingress/Egress Easement Agreement in favor of Laurel Interchange Association, Inc., a Florida not-for-profit corporation, both recorded simultaneously herewith, Grantor shall not grant additional easements or similar interests in, on, over, under, or across said easement premises which interfere with Grantee's utilization and enjoyment of the easement. Neither Grantor, nor any person claiming an interest through Grantor, shall interfere with Grantee's utilization and enjoyment of the easement.

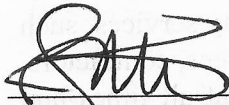
If Grantor's future orderly development of the premises is in physical conflict with Grantee's Facilities, Grantee shall, within 60 days after receipt of written request from the Grantor, relocate the Facilities to another mutually agreed upon area in Grantor's premises, provided that prior to the relocation of the Facilities: (a) Grantor shall pay to Grantee the full expected cost of the relocation as estimated by Grantee; and (b) Grantor shall execute and deliver to Grantee, at no cost, an acceptable and recordable easement to cover the relocated Facilities. Upon completion of the relocation, the easement herein shall be considered canceled as to the portion vacated by the relocation.

The Grantor hereby covenants with the Grantee and warrants that it is lawfully seized of said land in fee simple; that it has good, right, and lawful authority to sell and convey the said easement, and that the real property described above is free of all liens, mortgages and encumbrances of every kind except for real property taxes not delinquent.

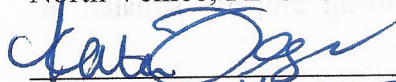
ACKNOWLEDGEMENT OF CORPORATION

IN WITNESS WHEREOF, the Grantor has caused this Utility Easement to be executed in Grantor's name, and official seal by the proper officer(s) or representative(s) duly authorized, as of the day and year first above written.

WITNESSES:



Print Name: JENNIFER LABONTE
Address: 1070 Technology Drive
North Venice, FL 34275



Print Name: Katie Fegan
Address: 1070 Technology Drive
North Venice, FL 34275

PGT INDUSTRIES, INC., a Florida Corporation

By: David Mc Cutcheon
Print Name: David Mc Cutcheon

As its: S.V.P. Business Integration

ACCEPTANCE BY GRANTEE

The foregoing easement is accepted and agreed to by the City of Venice, Florida, this _____ day of _____ 2024.

Nick Pachota, Mayor

ATTEST: _____
City Clerk

Exhibit "A"

PARCEL 'A'

A PORTION OF THAT CERTAIN RIGHT-OF-WAY, DEPICTED AS PRECISION DRIVE, AS SHOWN ON PLAT OF LAUREL INTERCHANGE BUSINESS CENTER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 37, PAGE 16, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 19-B OF SAID PLAT; THENCE SOUTH 00°42'54" WEST 60.52 FEET; THENCE NORTH 81°44'13" WEST ALONG THE SOUTH RIGHT OF WAY LINE, 183.01 FEET; THENCE NORTH 89°19'54" WEST ALONG THE SOUTH RIGHT OF WAY LINE, 256.75 FEET; THENCE NORTH 19°16'46" EAST 63.31 FEET; THENCE SOUTH 89°19'54" EAST ALONG THE NORTH RIGHT OF WAY LINE, 240.53 FEET; THENCE SOUTH 81°44'13" EAST ALONG THE NORTH RIGHT OF WAY LINE, 179.04 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE, LYING, AND BEING IN SARASOTA COUNTY, FLORIDA AND CONTAINING 25780 SQUARE FEET (0.592 ACRES) MORE OR LESS.

PARCEL 'B'

BEGIN AT THE SOUTHEAST CORNER OF LOT 1 OF SAID PLAT ; THENCE NORTH 39°22'30" EAST 65.71 FEET TO A POINT OF CURVATURE OF A 60.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; (THE FOLLOWING 3 COURSES ARE ALONG THE NORTH RIGHT OF WAY LINE OF PRECISION DRIVE) THENCE EASTERLY AND SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 164°18'20" AN ARC DISTANCE OF 172.06 FEET TO A POINT OF REVERSE CURVATURE OF A 25.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 75°47'23" AN ARC DISTANCE OF 33.07 FEET TO A POINT OF TANGENCY; THENCE SOUTH 52°06'33" EAST 431.10 FEET; THENCE SOUTH 19°16'46" WEST 21.10 FEET; THENCE NORTH 52°06'33" WEST 437.84 FEET TO A POINT OF CURVATURE OF A 45.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 75°47'23" AN ARC DISTANCE OF 59.53 FEET TO A POINT OF REVERSE CURVATURE OF A 40.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHERLY AND WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 164°18'20" AN ARC DISTANCE OF 114.71 FEET TO A POINT OF TANGENCY; THENCE SOUTH 39°22'30" WEST 45.19 FEET; THENCE SOUTH 52°06'33" EAST 568.13 FEET; THENCE SOUTH 19°16'47" WEST 21.10 FEET; THENCE NORTH 52°06'33" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF PRECISION DRIVE, 595.39 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN SARASOTA COUNTY, FLORIDA AND CONTAINING 25227 SQUARE FEET (0.579 ACRES) MORE OR LESS.

