

AGREEMENT REGARDING UTILITY EASEMENT

This Agreement Regarding Utility Easement (hereinafter referred to as the "Agreement") is made effective as of the last date of execution, by and between the **CITY OF VENICE**, Florida, a Florida municipal corporation, whose mailing address is 401 West Venice Avenue, Venice, FL 34285 (hereinafter referred to as the "City"), and **VENETIAN GOLF & RIVER CLUB PROPERTY OWNERS ASSOCIATION, Inc.**, a Florida not-for-profit corporation, whose mailing address is 502 Veneto Boulevard, North Venice, FL 34275 (hereinafter referred to as the "Association"):

WHEREAS, on November 13, 2015, the Association, via a Quit-Claim Deed granted by WCI Communities, LLC, which is recorded in the Official Records of Sarasota County, Florida, as Instrument #2015149756, acquired certain real property (hereinafter referred to as the "Property"); and

WHEREAS, the City is in the process of constructing a new potable water main (the "Utility Project"), a portion of which is to be located in the vicinity of an access road located on the Property (the "Access Road"); and

WHEREAS, in furtherance of the Utility Project, the City has requested that the Association grant a permanent Utility Easement to the City over a portion of the Property as more specifically set forth in Exhibit "A" attached hereto (the "Utility Easement"); and

WHEREAS, the Association has agreed to grant the requested Utility Easement to the City subject to certain terms and conditions; and

WHEREAS, the Association and the City wish to enter into this Agreement in order to set forth their respective duties and responsibilities of the parties regarding this matter and the Utility Easement.

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, the Parties hereby agree as follows:

Section 1 - Recitals

The above recitals are true and correct and are hereby incorporated fully by reference.

Section 2 - Association's Responsibilities

The Association shall be responsible for the following:

- The Association shall grant the requested Utility Easement to the City.
- Upon the City's installation of the Fence on the Property, the Association shall assume ownership of the Fence and shall be responsible for the ongoing maintenance of the Fence.

Section 3 – City’s Responsibilities

The City shall be responsible for the following:

- The City shall install the portion of the Utility Project to be located on the Property a minimum of
 - fifteen (15) feet from the eastern boundary of the Property in the southernmost section of the Utility Easement that runs north-south; and
 - fifteen (15) feet from the southern boundary of the Property in the section of the Utility Easement that runs east-west.
 - There are no applicable limitations regarding the location of the installation of the Utility Project within the northernmost section of the Utility Easement that runs north-south; provided, however, the location of the Utility Project within the northernmost section of the Utility Easement that runs north-south shall be as far as is reasonably possible from the eastern edge of the northernmost section of the Utility Easement.
- Upon completion of the installation of the Utility Project on the Property, the City shall install up to four hundred (400) feet of six (6)-foot galvanized chain link fence (the “Fence”) on a specific portion of the Property for purposes of providing a buffer to, and as a measure of potential security for, the residential properties located on the Mestre Place cul-de-sac as shown in Exhibit “B.” The Fence shall be installed on the Property along the north side of the residential properties located on the Mestre Place cul-de-sac as shown in Exhibit “B” and the specific length and location of the Fence to be installed shall be by mutual agreement of the parties, which shall not be unreasonably withheld.
- The City agrees to reimburse the Association for an amount not-to-exceed \$16,050.00 for the installation of landscaping on the south side of the Fence inside the Property along with the extension of the existing irrigation system for the Venetian Golf & River Club subdivision(s) for such landscaping. Prior to December 31, 2024 or ninety (90) days after the installation of the Fence is completed, whichever is later, the Association shall provide copies to the City of all invoices related to the purchase and installation of said landscaping and the extension of the irrigation system, along with proof of payment (collectively, the “Reimbursement Documents”). Subject to the City’s review, acceptance, and approval of the Reimbursement Documents provided by the Association, which shall not be unreasonably withheld, the City shall reimburse the Association for its costs associated with the landscaping and the extension of the irrigation system as set forth in the Reimbursement Documents. Reimbursement payments shall be made by the City to the Association within thirty (30) days of the City’s acceptance and approval of the respective Reimbursement Documents.
- The City owns an approximately 40-acre parcel adjoining the Venetian Golf & River Club subdivision on the north side of the Property which it acquired by deed recorded in the Official Records of Sarasota County, Florida as Instrument #2016076553 (the “City Property”) and which is being developed as the City’s Booster Plant Station. The southern property line of the City Property runs along the northern line of the Access Road for approximately 1500’ of the Property and has an approximately 10-foot wide tree and shrub buffer line adjacent to or along the southern property line of the City Property (the “Buffer”). As part of the consideration for the granting of the Utility Easement by the Association, the City agrees to not permanently modify the Buffer without the written consent of the Association, which shall not be unreasonably withheld; however, the Association shall not be required

to agree to any permanent modification of the Buffer. Any temporary modification of the Buffer by the City shall not require the consent of the Association on the condition that the City reasonably and timely restores the Buffer with suitable landscaping to provide equivalent opacity of the existing Buffer. The obligations regarding the Buffer set forth in this paragraph shall run with the City Property and are intended to be a restrictive covenant that shall be perpetual in its term.

- It is understood and agreed that the Association may from time to time erect gates on the Property to prohibit its use by unauthorized persons. In such case, the Association agrees to provide the City with keyed or other access through any such gates.

Section 4 - Understanding

- The City's Utilities Director shall be the City's representative, and the President of the Association and the Community Association Manager, if any, shall be the Association's representative regarding administration of this Agreement.
- In the event this Agreement does not provide for which party shall be responsible for a particular aspect of this Agreement, the parties' respective representatives shall work together in order to fulfill the intent of this Agreement.

Section 5 - Liability and Indemnification

The City shall be responsible for any and all damages to the Property, including any improvements, caused by any activities performed by the City, its agents, contractors, employees, volunteers, licensees, or invitees related to any work performed under this Agreement. To the extent permissible under Florida law, the City agrees to indemnify and hold harmless the Association from all claims, losses, damages, and expenses arising from any act or omission of the City, its agents, contractors, employees, volunteers, licensees, or invitees related to any work performed under this Agreement.

Section 6 - Term and Termination

- The term of this Agreement shall commence upon the Effective Date, as defined herein, and shall remain in effect unless the Agreement has been terminated as provided for herein; provided, however, any provisions, restrictive covenants, conditions or requirements of this Agreement which are perpetual or permanent in their term shall not be considered terminated by any termination of this Agreement as provided for herein unless such provisions, covenants, conditions or requirements are expressly made subject to such termination.
- In the event either party defaults or otherwise violates any of the terms of this Agreement, the non-defaulting party shall give the defaulting party written notice of the default and indicate that such default shall be corrected within ten (10) business days of the date of the written notice. In the event the defaulting party fails to correct the conditions of the default within the aforementioned timeframe, the non-defaulting party shall have all legal remedies available to it including, but not limited to, termination of this Agreement for cause.

Section 7 - Notice

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing. When designating such notice or communication, if to the City, notice should be directed to the City Manager; if to the Association, notice should be directed to the President of the Association and the Community Association Manager, if any,.

Section 8 - Governing Law; Venue

This Agreement shall be construed in accordance with the laws of the State of Florida. The sole and exclusive forum, venue and jurisdiction for any action arising from this Agreement shall be in the 12th Judicial Circuit in and for Sarasota County, Florida.

Section 9 - Assignment

Neither party may assign or transfer the responsibilities or agreements made herein without the prior written consent of both parties.

Section 10 - Agreement

- This Agreement represents the entire understanding of the respective parties hereto and there is no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.
- A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or any other provisions.
- Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- At the sole discretion of the Association, the Association may cause this Agreement to be recorded in the Official Records of Sarasota County, Florida for purposes of ensuring the Buffer is an agreement that runs with the City Property and is enforceable against the same and the City.

Section 11 - Amendment

This Agreement may not be amended, modified, or supplemented except if agreed to in writing by the parties with the same degree of formality with which this Agreement is executed.

Section 12 - Severability

If any provision of this Agreement may be found to be invalid or unenforceable for any reason, such invalidity shall not affect the other remaining provisions of this Agreement which can be given effect without the invalid provisions.

Section 13 - Effective Date

This Agreement shall become effective upon the latter of: (i) the execution by the last party hereto; and (ii) the execution and recording of the Utility Easement in the Official Records of Sarasota County, Florida.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement Regarding Utility Easement on the dates indicated below.

CITY OF VENICE, FLORIDA

By: _____
Nick Pachota, Mayor

Date: _____

Attest:

City Clerk

Approved as to form and correctness:

City Attorney

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2024, by _____, who is personally known to me or who has produced _____ (type of identification) as identification and who did take an oath.

My Commission Expires:

Notary Public

Printed name of notary

Commission Number:

VENETIAN GOLF & RIVER CLUB
PROPERTY OWNERS ASSOCIATION, INC.

By: M. Marshall Happer

Its: President

Date: 2/15/24

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 15th day of February, 2024, by M. Marshall Happer, who is personally known to me or who has produced FL DL (type of identification) as identification and who did take an oath.

My Commission Expires: 9-13-24

Notary Public

Mercedes Barcia

Printed name of notary

Mercedes Barcia

Commission Number:

HH 319721



EXHIBIT "A"

SKETCH & DESCRIPTION OF UTILITY EASEMENT AREA

EXHIBIT "B"

APPROXIMATE LOCATION FOR
PROPOSED FENCE AND LANDSCAPING





DESCRIPTION:

A UTILITY EASEMENT LYING IN SECTION 27, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA WHOSE CENTERLINE IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE, LEAVING SAID CORNER AND ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4, S89°41'13"E, 93.34 FEET; THENCE LEAVING SAID SOUTH LINE, S00°18'47"W, 66.03 FEET TO THE POINT OF BEGINNING; THENCE N90°00'00"E, 1246.63 FEET; THENCE N45°00'00"E, 35.72 FEET; THENCE N00°20'34"E, 33.92 FEET TO THE SOUTHEAST CORNER OF TOSCANA ISLES, UNITS 1 AND 2, PHASE 4, RECORDED IN PLAT BOOK 51, PAGE 103 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE CONTINUE N00°20'34"E ALONG THE EAST BOUNDARY LINE OF SAID TOSCANA ISLES UNITS 1 AND 2, PHASE 4, 1306.99 FEET; THENCE LEAVING SAID EAST PROPERTY LINE, N45°00'00"E, 33.96 FEET TO A POINT ON THE SOUTH PROPERTY LINE OF PARCEL IDENTIFICATION NUMBER 0365001100 (CITY OF VENICE); THENCE S89°50'03"E ALONG SAID SOUTH PROPERTY LINE, 42.30 FEET; THENCE LEAVING SAID SOUTH PROPERTY LINE, S45°00'00"W, 62.78 FEET; THENCE ALONG THE WEST PROPERTY LINE OF HGC VENETIAN LLC, RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2022023840 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA FOR THE FOLLOWING THREE (3) CALLS: THENCE S00°19'56"E, 541.71 FEET; THENCE S01°03'02"W, 624.18 FEET; THENCE S03°32'32"E, 152.66 FEET; THENCE LEAVING SAID WEST PROPERTY LINE, S00°20'34"W, 104.74 FEET; THENCE S45°00'00"W, 60.46 FEET; THENCE N90°00'00"W, 1246.63 FEET; THENCE S45°00'00"W, 8.16 FEET; THENCE S00°00'00"E, 352.72 FEET TO A POINT ON THE NORTH LINE OF A 30 FOOT WIDE ACCESS AND UTILITY EASEMENT, RECORDED IN OFFICIAL RECORD INSTRUMENT NUMBER 2015072912 OF THE PUBLIC RECORDS OF SARASOTA, FLORIDA; THENCE N89°41'26"W ALONG SAID NORTH LINE, 30.00 FEET; THENCE LEAVING SAID NORTH LINE, N00°00'00"E, 364.98 FEET; THENCE N45°00'00"E, 33.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 84,473± SQUARE FEET OR 1.94± ACRES, MORE OR LESS.

NOTES:

1. THIS SKETCH IS NOT A BOUNDARY SURVEY.
2. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL SURVEYOR & MAPPER.
3. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=300' OR SMALLER.
4. THIS SKETCH AND DESCRIPTION IS COMPRISED OF TWO (2) SHEETS AND IS NOT CONSIDERED FULL AND COMPLETE WITHOUT ALL SHEETS.
5. BASIS OF BEARINGS: A BEARING OF S89°32'45"E, WAS ASSUMED ALONG THE NORTH RIGHT-OF-WAY LINE OF LAUREL ROAD EAST.

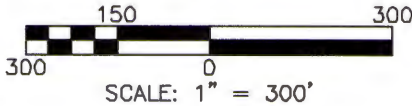
PREPARED FOR: CITY OF VENICE		UTILITY EASEMENT #1 SKETCH & DESCRIPTION		BY PVR	DATE 2/01/24	DESCRIPTION UPDATE PER CLIENT
		SECTION 27, TOWNSHIP 38 S., RANGE 19 E.				
CREW CHIEF	INITIALS	DATE	 Digitally signed by Frederick P Lutz, Jr. DN: cn=Frederick P Lutz, Jr., o=Florida, email=lutz@georgefyoung.com, Date: 2024.02.02 15:15:39 -0500			
DRAWN	PVR	01/08/20				
CHECKED	PL	01/08/20				
FIELD BOOK						
FIELD DATE						
			 George F. Young, Inc. 10540 PORTAL CROSSING, SUITE 105 LAKEWOOD RANCH, FLORIDA 34211-4913 PHONE (941) 747-2981 FAX (941) 747-7234 BUSINESS ENTITY LB21 WWW.GEORGEFYOUNG.COM CIVIL & TRANSPORTATION ENGINEERING ECOLOGY GIS LANDSCAPE ARCHITECTURE PLANNING SURVEYING SUBSURFACE UTILITY ENGINEERING GAINESVILLE • LAKEWOOD RANCH • ORLANDO • ST. PETERSBURG • TAMPA			
			Since 1919		JOB NO. 19003300LS SHEET NO. S1 S2	

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LEGEND

PID-PROPERTY IDENTIFICATION
 #-NUMBER
 PG-PAGE
 PB-PLAT BOOK
 SQ FT-SQUARE FEET
 ±-PLUS OR MINUS



PID #0365001100
 (CITY OF VENICE)

UTILITY EASEMENT
 (84,473 SQ FT)

PID #0373001040
 VENETIAN GOLF & RIVER CLUB
 PROPERTY OWNERS ASSOCIATION, INC
 (ORI #2015149756)

PID #0373001030
 HGC VENETIAN LLC
 (ORI #2022023840)

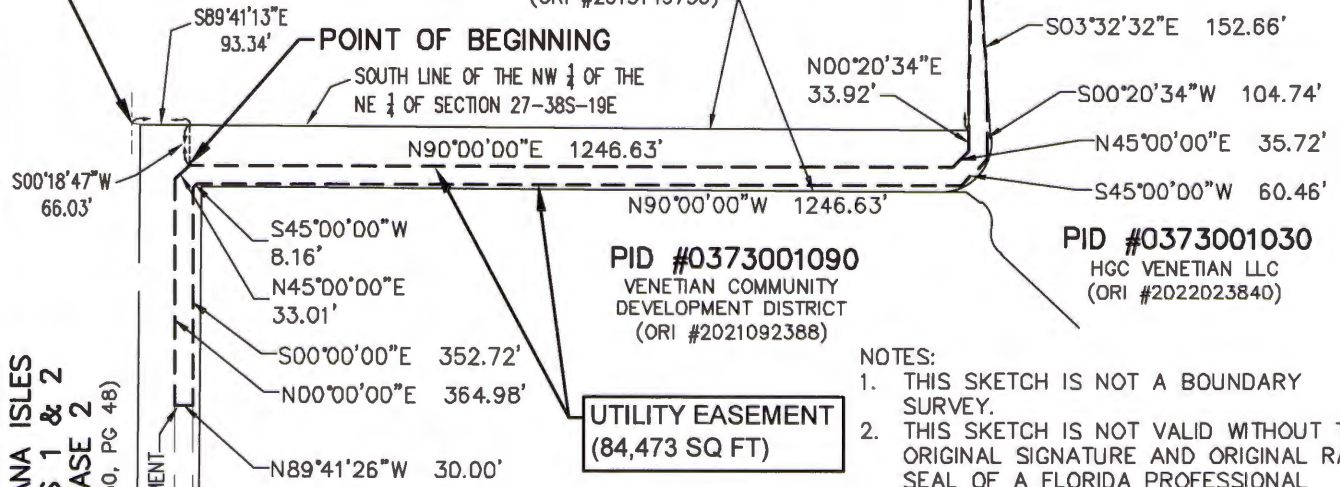
TOSCANA ISLES
UNITS 1 & 2
PHASE 4
 (PB 51, PG 103)

POINT OF COMMENCEMENT

SW CORNER OF THE NW 1/4 OF THE VENETIAN GOLF & RIVER CLUB
 NE 1/4 OF SECTION 27-38S-19E PROPERTY OWNERS ASSOCIATION, INC
 (ORI #2015149756)

POINT OF BEGINNING

SOUTH LINE OF THE NW 1/4 OF THE
 NE 1/4 OF SECTION 27-38S-19E



TOSCANA ISLES
UNITS 1 & 2
PHASE 2
 (PB 50, PG 48)

N. LINE OF EASEMENT

EXISTING 30' WIDE ACCESS & UTILITY
EASEMENT(O.R.I. #2015072912)

PID #0373001090
 VENETIAN COMMUNITY
 DEVELOPMENT DISTRICT
 (ORI #2021092388)

PID #0373001090
 VENETIAN COMMUNITY
 DEVELOPMENT DISTRICT
 (ORI #2021092388)

UTILITY EASEMENT
 (84,473 SQ FT)

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PREPARED FOR: CITY OF VENICE		UTILITY EASEMENT #1 SKETCH & DESCRIPTION		BY PVR	DATE 2/01/24	DESCRIPTION UPDATE PER CLIENT
		SECTION 27, TOWNSHIP 38 S., RANGE 19 E.		REVISED		
CREW CHIEF	INITIALS	DATE		George F. Young, Inc.		
DRAWN	PVR	01/08/20		10540 PORTAL CROSSING, SUITE 105 LAKEWOOD RANCH, FLORIDA 34211-4913		
CHECKED	PL	01/08/20	F. PETER LUTZ, JR. PSM LS 5506	PHONE (841) 747-2981 FAX (841) 747-7234		
FIELD BOOK				BUSINESS ENTITY LB21 WWW.GEORGEFYOUNG.COM		
FIELD DATE				CIVIL & TRANSPORTATION ENGINEERING ECOLOGY GIS LANDSCAPE ARCHITECTURE		
				PLANNING SURVEYING SUBSURFACE UTILITY ENGINEERING		
				GAINESVILLE • LAKEWOOD RANCH • ORLANDO • ST. PETERSBURG • TAMPA		
				JOB NO. 19003300LS		
				SHEET NO. S2 S2		



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