

This instrument prepared by
and return to:
City Clerk, City of Venice
401 W. Venice Ave., Venice, FL 34285

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is made this ____ day of _____, 2025, by and between MAH VENICE INVESTMENTS, LLC, a Florida Limited Liability Company, whose mailing address is c/o Natalie Woody, One Ajax Drive, North Venice, Florida 34275 (hereinafter referred to as "Grantor"), and the 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 Grantor by Grantee, the receipt and sufficiency of which is hereby acknowledged, said Grantor does hereby grant and convey to Grantee, its successors and assigns, a non-exclusive, appurtenant temporary construction easement for the right to construct, lay, reconstruct, operate, maintain, inspect, remove, or repair certain fencing and all appurtenances thereto, and; and the right of ingress and egress (but only for the purposes of the temporary construction easement granted hereby) in, over, and upon the following property situated in Sarasota County, Florida, more particularly described as follows ("TCE Fence Area"):

The South 20' of the East 862' of the real property described in the Warranty Deed which is recorded in the Official Records of Sarasota County, Florida as Instrument #2015014207, less and except the real property described in the Warranty Deed which is recorded in the Official Records of Sarasota County, Florida as Instrument #2016076553, as graphically shown in Exhibit "1" attached hereto and incorporated herein by reference.

Said fencing and appurtenances thereto shall be constructed on the south boundary of the TCE Fence Area pursuant to plans to be approved by Grantor.

Additionally, Grantor does hereby grant and convey to Grantee, its successors and assigns, a non-exclusive, appurtenant, temporary construction easement for the right to construct, lay, reconstruct, operate, maintain, inspect, remove, or repair certain subsurface communication and electrical services, and the right of ingress and egress (but only for the purposes of the temporary construction easement granted hereby) in, over, and upon the following property situated in Sarasota County, Florida, more particularly described as follows ("TCE Utilities Area"):

The South 20' of the West 175' of the East 862' of the real property described in the Warranty Deed which is recorded in the Official Records of Sarasota County, Florida as Instrument #2015014207, less and except the real property described in the Warranty Deed which is recorded in the Official Records of

Sarasota County, Florida as Instrument #2016076553, as graphically shown in Exhibit "1" attached hereto and incorporated herein by reference.

(The TCE Fence Area and the TCE Utilities Area are described herein as the "TCE Area".)

Subject to reservations, restrictions, and easements of record.

The easements granted herein shall be appurtenant to, benefit, and obligate the real property of Grantee more particularly described in the Warranty Deed which is recorded in the Official Records of Sarasota County, Florida as Instrument #2016076553.

For the full enjoyment of the rights granted herein, Grantee shall have the further right in the TCE Area to trim, cut, or remove trees, bushes, undergrowth, and other obstructions interfering with the construction of the improvements permitted by the easements granted herein.

Grantee and Grantor understand and agree that the rights granted herein shall terminate upon the earlier of (i) Grantor's granting of a permanent Fence and Utility Easement to Grantee associated with Grantee's proposed improvements within the TCE Area, or (ii) December 31, 2027. Grantee agrees to promptly record, in a form acceptable to Grantor, a Termination of Temporary Construction Easement upon the granting of said permanent Fence and Utility Easement by Grantor to Grantee.

Grantor hereby covenants with Grantee and warrants that it is lawfully seized of the TCE Area in fee simple; that it has good, right, and lawful authority to grant this Temporary Construction Easement; and, that the TCE Area is free of all liens, mortgages and encumbrances of every kind except for real property taxes not delinquent. Grantor further covenants that there are no encumbrances of any kind that would prevent Grantee's full enjoyment of the Temporary Construction Easement. Grantor further covenants that it will take no action to interfere with Grantee's lawful use of the Temporary Construction Easement in the manner provided for herein.

This Temporary Construction Easement and the covenants contained herein shall be deemed covenants running with the land and shall be binding on the parties hereto, as well as all such successors and assigns.

(signature pages to follow)

ACKNOWLEDGEMENT OF GRANTOR

IN WITNESS WHEREOF, Grantor has caused this Temporary Construction 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.

MAH VENICE INVESTMENTS, LLC

WITNESSES:

Print Name: _____

Address: _____

By: _____
_____, Manager

Print Name: _____

Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, as Manager of MAH VENICE INVESTMENTS, LLC, by means of ☐ physical presence or ☐ online notarization, who is personally known to me or who produced _____ as identification.

Notary Public

Print Name: _____

My Commission Expires: _____

ACCEPTANCE BY GRANTEE

The foregoing Temporary Construction Easement is accepted and agreed to by the City of Venice, Florida, this _____ day of _____, 2025.

Nick Pachota, Mayor

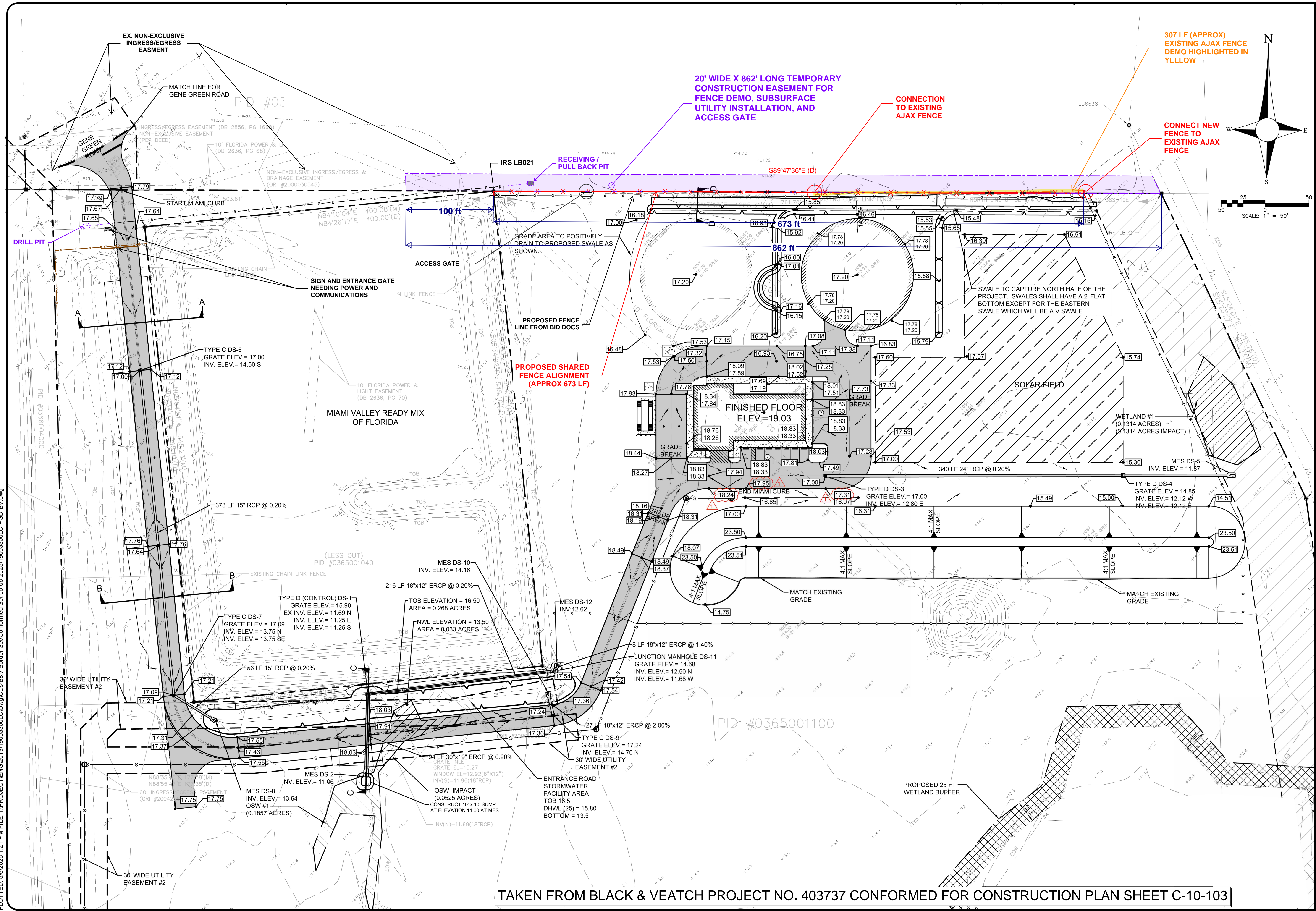
ATTEST:

Kelly Michaels, City Clerk

EXHIBIT “1”

CITY OF VENICE
NEW WATER BOOSTER PUMP STATION
MAH TEMORARY CONSTRUCTION EASEMENT
GRAPHIC

D:\10000 PLOTTED: 5/6/2025 1:21 PM FILE: I:\PROJECT\ENG\2019\19003300\CDwg\CDs\B&V Border Set\Conformed Set 05-06-2025\19003300\C-PGD-BV.dwg



CITY OF VENICE
NEW WATER BOOSTER PUMP STATION
NEW WATER BOOSTER PUMP STATION
MAH TEMPORARY CONSTRUCTION EASEMENT

DESIGNED: JEFF SWEATER (COV)
CHECKED:
APPROVED:
DATE: 6/10/2025
PROJECT NO.
UT3010

EXHIBIT 1

TAKEN FROM BLACK & VEATCH PROJECT NO. 403737 CONFORMED FOR CONSTRUCTION PLAN SHEET C-10-103