

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

UTILITY EASEMENT

THIS INDENTURE, made this 2nd day of July, 2020, by and between CAPRI ISLES GOLF, INC., a Florida corporation, whose mailing address is 1454 Gleneagles Drive, Venice, Florida 34292-4308 (hereinafter referred to as "Grantor"), and the CITY OF VENICE, FLORIDA, 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 non-exclusive utility 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, install, reconstruct, operate, maintain, inspect, remove, or repair all lines, mains, pipes, fixtures, ditches, accessories, and all appurtenances thereto 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 lines, mains, pipes, fixtures, ditches, accessories, and appurtenances thereto. The Grantor further grants the reasonable right to enter upon adjoining lands of the Grantor for the purposes of exercising the rights herein granted.

Grantor shall not grant additional easements or similar interests in, on, over, under, or across said easement premises without Grantee's prior written consent, which shall not be unreasonably withheld. Neither Grantor, nor any person claiming an interest through Grantor, shall interfere with Grantee's utilization and enjoyment of the easement.

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. Further, Grantor

ACCEPTANCE BY GRANTEE

The foregoing easement is accepted and agreed to by the City of Venice, Florida, this
_____ day of _____, 20____.

Ron Feinsod, Mayor

ATTEST:

Lori Stelzer, City Clerk

covenants that there are no encumbrances of any kind that would prevent Grantee's full enjoyment of the easement.

This Utility Easement, and the covenants contained herein, shall be deemed covenants running with the land, and shall be binding on the parties hereto and their successors and assigns.

ACKNOWLEDGEMENT OF GRANTOR

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:

Shannon L. Buckley
Print Name: Shannon L. Buckley

John C. Lashy
Print Name: JOHN C. LASHY

CAPRI ISLES GOLF, INC.

By: [Signature]
Robin L. McCoy, President

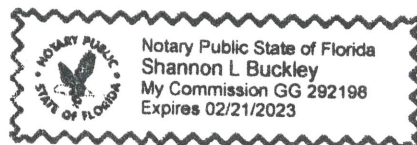
Attest: [Signature]
Corporate Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 2nd day of July, 2020, by Robin L. McCoy, as President of Capri Isles Golf, Inc., who is personally known to me or who produced _____ as identification.

Shannon L. Buckley
Notary Public
Print Name: Shannon L. Buckley
My Commission Expires:



MORTGAGEE JOINDER AND CONSENT

The undersigned Mortgagee does hereby join in and consent to the granting of this Utility Easement across the lands herein described, and agrees that its mortgage, which is recorded in Official Record Book 33, Page 15, of the Public Records of Sarasota County, Florida, shall be subordinated to this Utility Easement.

IN WITNESS WHEREOF, ENGLEWOOD BANK + TRUST has caused these presents to be executed in its name this 2nd day of JULY, 2020.

WITNESSES:

Mortgagee

Signed sealed and delivered
in the presence of:

Lender: ENGLEWOOD BANK + TRUST

By: Kevin A Casey
KEVIN A. CASEY

Witness Signature

Print Name

Print Name

Title: SENIOR VICE PRESIDENT

Witness Signature

Print Name

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this 2nd day of July, 2020 by Kevin Casey who is personally known to me or who has produced _____ as identification.

Shannon L. Buckley
Notary Public
Print Name: Shannon L. Buckley
My Commission Expires:

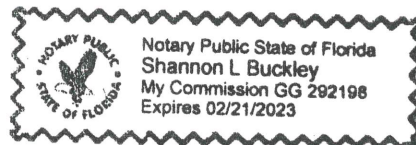


EXHIBIT "A"
DESCRIPTION

A CERTAIN 20 FOOT WIDE UTILITY EASEMENT LYING WITHIN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTH LINE OF TRACT "G" AS SHOWN AND DESIGNATED ON A PLAT ENTITLED "WATERFORD" RECORDED AMONG THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA IN PLAT BOOK 33, PAGE 15 WITH THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75 (STATE ROAD 93) PER FLORIDA DEPARTMENT OF TRANSPORTATION SECTION MAP NO. 17075-2406; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 57,413.78' AND CHORD OF S 37°03'00" E 1,360.84', AN ARC DISTANCE OF 1,360.87 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, S 52°16'16" W, A DISTANCE OF 20.00 FEET TO A POINT OF NON-TANGENT CURVATURE OF A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 57,433.78'; THENCE NORTHWESTERLY (CH=N 37°02'33" W 1,376.45') ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1,376.48 FEET TO A POINT ON AFORESAID NORTH LINE OF TRACT "G"; THENCE ALONG SAID NORTH LINE, S 89°15'37" E, A DISTANCE OF 25.08 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 27,374 SQUARE FEET MORE OR LESS.

NOTES

1. THIS IS NOT A BOUNDARY SURVEY.
2. TITLE WORK WAS SUPPLIED AND REVIEWED FOR THE PREPARATION OF THIS DESCRIPTION.



RUSSELL P. HYATT, PSM 5303

DATE

Hyatt Survey Services, Inc.

LB No. 7203 Geographic Data Specialists
2012 Lena Road Bradenton, Florida 34211
(941) 748-4693

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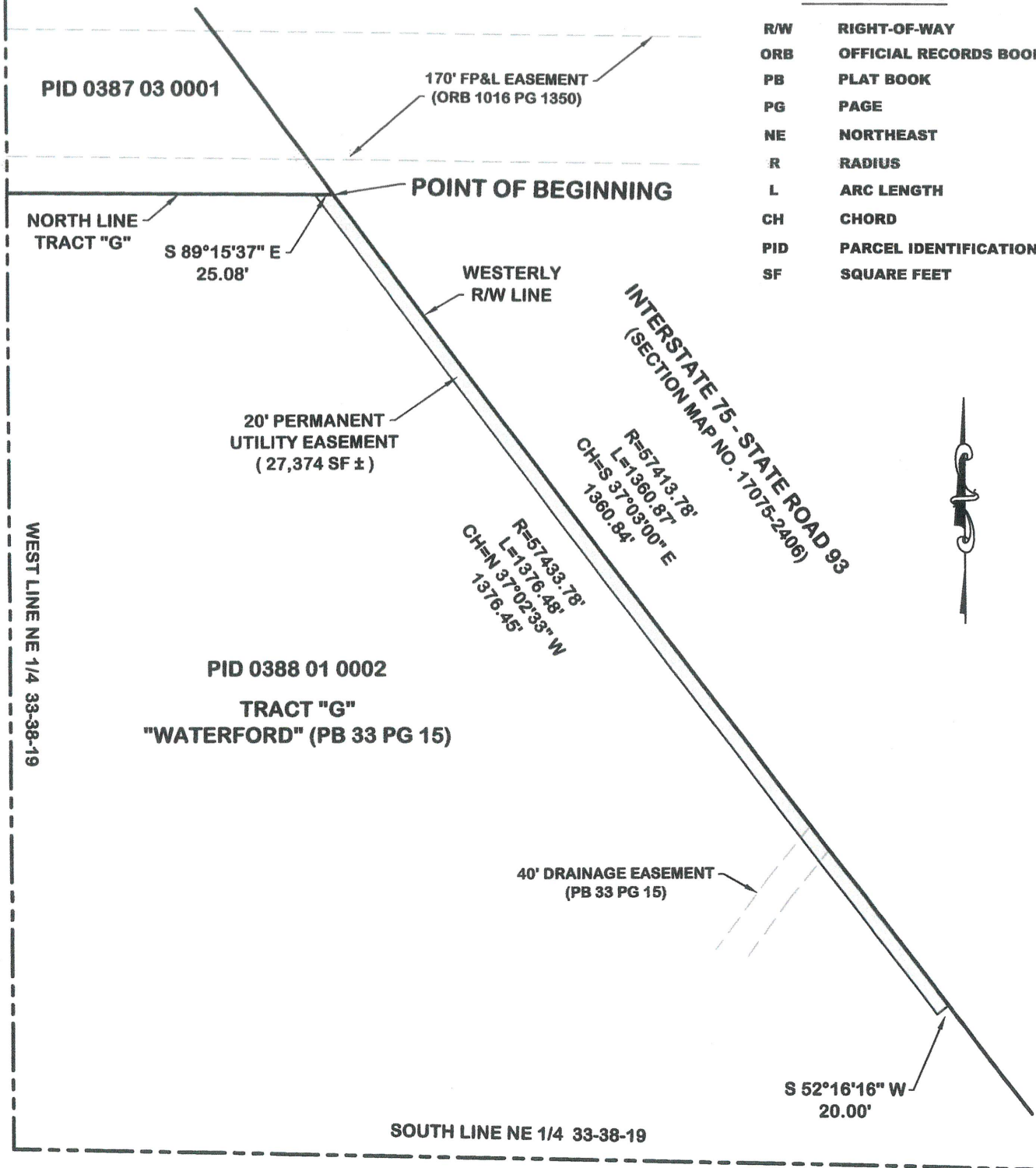
20' PERMANENT UTILITY EASEMENT

SECTION 33 TOWNSHIP 38 S RANGE 19 E				DRAWN: JM	DATE: 12/2019	SCALE: N/A
SARASOTA COUNTY, FLORIDA				CHECKED: RH	DRAWING FILE: UTILITY	

EXHIBIT "A"
SKETCH OF DESCRIPTION

ABBREVIATIONS

R/W	RIGHT-OF-WAY
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG	PAGE
NE	NORTHEAST
R	RADIUS
L	ARC LENGTH
CH	CHORD
PID	PARCEL IDENTIFICATION
SF	SQUARE FEET



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20' PERMANENT UTILITY EASEMENT

SECTION 33 TOWNSHIP 38 S RANGE 19 E	DRAWN: JM	DATE: 12/2019	SCALE: 1" = 200'
SARASOTA COUNTY, FLORIDA	CHECKED: RH	DRAWING FILE: UTILITY	