

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

## **AGREEMENT REGARDING FENCE REPLACEMENT AND SUBSURFACE UTILITIES INSTALLATION**

This Agreement Regarding Fence Replacement and Subsurface Utilities Installation (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 **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 the "MAH"):

**WHEREAS**, on February 6, 2015, MAH, via a Warranty Deed granted by Venice Minerals & Mining, LLC, which is recorded in the Official Records of Sarasota County, Florida, as Instrument #2015014207, acquired certain real property with an address of 500 Gene Green Road, Nokomis, FL 34275 (hereinafter referred to as the "Original MAH Property"); and

**WHEREAS**, on June 20, 2016, the City, via a Warranty Deed granted by MAH, which is recorded in the Official Records of Sarasota County, Florida, as Instrument #2016076553, acquired a portion of the Original MAH Property with an address of 501 Gene Green Road, Nokomis, FL 34275 (hereinafter referred to as the "City Property," with the Original MAH Property less and except the City Property being hereinafter referred to as the "MAH Property"); and

**WHEREAS**, the City Property is located adjacent to and to the south of the MAH Property; and

**WHEREAS**, MAH owns a chain link fence which generally runs along the southern boundary of the MAH Property and separates the MAH Property from the City Property; and

**WHEREAS**, the City is in the process of constructing a new Water Booster Pump Station on the City Property; and

**WHEREAS**, in the interest of increased security and aesthetics for the new Water Booster Pump Station, the City has requested that MAH grant a Temporary Construction Easement to the City over a portion of the Property as more specifically set forth in Exhibit "A" attached hereto (the "Temporary Construction Easement") and, subsequently, a permanent Fence and Utility Easement to the City over a portion of the Property to be determined (the "Fence and Utility Easement"); and

**WHEREAS**, the Temporary Construction Easement will permit the City to replace the existing chain link fence on the MAH Property, install a gate for use by Florida Power & Light, and also install certain subsurface utilities that would serve the new fence and the new Water Booster Pump Station; and

**WHEREAS**, MAH has agreed to grant the requested Temporary Construction Easement to the City subject to certain terms and conditions; and

**WHEREAS**, the City's proposed subsurface utilities will not impact MAH's ability to realign and re-pave Gene Green Road on the MAH Property; and

**WHEREAS**, the Fence and Utility Easement will permit the City to operate and maintain the new fence on the MAH Property, and all related utilities and appurtenances thereto, and provide the City with necessary access on and through the MAH Property in perpetuity; and

**WHEREAS**, subsequent to MAH obtaining final approval for its proposed realignment and repaving of Gene Green Road on the MAH Property, MAH has agreed to grant the requested Fence and Utility Easement to the City subject to certain terms and conditions; and

**WHEREAS**, MAH 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, the Temporary Construction Easement, and the Fence and 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 – City's Responsibilities**

The City shall be responsible for the following:

- Subsequent to MAH's execution of the Temporary Construction Easement, the City shall record the Temporary Construction Easement with the Sarasota County Clerk of the Circuit Court and be responsible for all costs incurred.
- Subsequent to the recording of the Temporary Construction Easement, the City shall, as shown in Exhibit "1" to the Temporary Construction Easement, remove the existing chain link fence and install up to seven-hundred (700) feet of new six (6)-foot black vinyl coated chain link fence with three-strands of barbed wire attached on top (the "Fence") on a specific portion of the property described in the Temporary Construction Easement. The City shall further be permitted to install a gate to provide for a secured access to the City Property for the City, its employees, agents, vendors, contractors, and sub-contractors, on the newly installed fence in the general location shown on Exhibit "1" to the Temporary Construction Easement. The term "Fence" as used in this Agreement shall further include the gate referenced herein.
- In addition, subsequent to the recording of the Temporary Construction Easement, the City shall be permitted to install certain subsurface communication and electrical services within the area

shown on Exhibit “1” to the Temporary Construction Easement. Subsequent to MAH’s and the City’s execution of the Fence and Utility Easement, the City shall record the Fence and Utility Easement with the Sarasota County Clerk of the Circuit Court and be responsible for all costs incurred.

- Upon the City’s installation of the Fence on the Property, the City shall assume ownership of the Fence and shall be responsible for the ongoing maintenance, repair, and replacement of the Fence. The City shall further be responsible for the ongoing maintenance, repair, and replacement of the subsurface communication and electrical service installed by the City as provided for herein.

### **Section 3 – MAH’s Responsibilities**

MAH shall be responsible for the following:

- Upon MAH’s and the City’s execution of this Agreement, MAH shall grant the requested Temporary Construction Easement to the City.
- Upon MAH obtaining final approval for its proposed realignment and re-paving of Gene Green Road on the MAH Property, MAH shall grant the requested Fence and Utility Easement to the City. The Fence and Utility Easement shall be in a form substantially similar to Exhibit “B” attached hereto. The actual easement area for the Fence and Utility Easement shall be determined by MAH and the City subsequent to MAH obtaining final approval for its proposed realignment and re-paving of Gene Green Road on the MAH Property.
- Subsequent to the City’s installation of the Fence on the Property, should the City determine that the Fence requires replacement, repair, or maintenance due to damage caused by MAH or anyone acting on their behalf, the City shall provide written notice to MAH regarding the Fence’s deficiencies. In such event, the City shall set forth a reasonable timeframe for MAH to complete the requested replacement, repairs, or maintenance of the Fence, except when damage is deemed severe enough to create a security risk. At which time the City will make immediate repairs and request reimbursement from MAH for any reasonable costs incurred by the City.

### **Section 4 - Understanding**

- The City’s Utilities Director shall be the City’s representative, and Natalie Woody shall be MAH’s representative regarding administration of this Agreement, unless and until either party gives the other written notice of a change in that party’s representative.
- 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 the installation of the new Fence pursuant to this Agreement. To the extent permissible under Florida law, the City agrees to indemnify and hold harmless MAH 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 MAH, notice should be directed to c/o Natalie Woody.

## **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 12<sup>th</sup> 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.
- This Agreement shall run with the MAH Property. At the sole discretion of the City, the City may cause this Agreement to be recorded in the Official Records of Sarasota County, Florida.

#### **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 execution by the last party hereto.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Agreement Regarding Fence Replacement and Subsurface Utilities Installation 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 \_\_\_\_\_, 2025, 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:

MAH VENICE INVESTMENTS, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, on behalf of MAH Venice Investments, LLC, 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:

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT

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



**EXHIBIT "B"**

**FENCE AND UTILITY EASEMENT**

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

## FENCE AND UTILITY EASEMENT

THIS FENCE AND UTILITY EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between MAH VENICE INVESTMENTS, LLC, a Florida Limited Liability Company, whose mailing address is /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, Grantor does hereby grant and convey to Grantee, its successors and assigns, a non-exclusive, appurtenant, permanent, perpetual easement for the right to construct, lay, reconstruct, operate, maintain, inspect, remove, or repair a fence and all appurtenances thereto, and the right of ingress and egress (but only for the purposes of the easement granted hereby) in, over, and upon the following property situated in Sarasota County, Florida, more particularly described as follows (“Fence Area”):

See Exhibit “A” attached hereto and hereby incorporated herein **[Legal description of fence easement to be agreed upon by the parties prior to execution.]**

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

See Exhibit B attached hereto and hereby incorporated herein. **[Legal description of utility easement to be agreed upon by the parties prior to execution.]**

(The Fence Area and the Utilities Area are described herein as the “Easement Areas”).

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 Easement Areas to trim, cut, or remove trees, bushes, undergrowth, and other obstructions interfering with the construction of the improvements permitted by the easements granted herein.

Grantor hereby covenants with Grantee and warrants that it is lawfully seized of the Easement Areas in fee simple; that it has good, right, and lawful authority to grant this easement; and, that the Easement Areas are 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 easements granted hereby. Grantor further covenants that it will take no action to interfere with Grantee's lawful use of the easements granted hereby in the manner provided for herein.

Grantee shall be responsible for the maintenance of the fence constructed in the Fence Area in perpetuity at the sole cost and expense of Grantee except for damage caused by Grantor, for which Grantor shall be responsible.

The easements 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, the Grantor has caused this Fence and 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.

**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 Fence and Utility 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 "A"

LEGAL DESCRIPTION  
FENCE EASEMENT

(to be provided by MAH/AJAX once Gene Green Rd  
Realignment is finalized)

**EXHIBIT “B”**

**LEGAL DESCRIPTION**

**UTILITY EASEMENT**

**(to be provided by MAH/AJAX once Gene Green Rd  
Realignment is finalized)**