

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

## PUBLIC INGRESS & EGRESS ACCESS EASEMENT AGREEMENT

This Public Ingress & Egress Access Easement Agreement ("Agreement") is made by and between **GREGORY J. KAPLAN**, an individual, whose post office address is 3740 179th Street, Hammond, Indiana 46323, (hereinafter referred to as the "Grantor"), and the **CITY OF VENICE**, a Florida municipal corporation, whose address is 401 West Venice Avenue, Venice, Florida 34285, (hereinafter referred to as the "Grantee"), (together referred to as the "Parties" or individually as a "Party").

### WITNESSETH:

**WHEREAS**, Grantor owns an 8,497 square foot tract of real property located along the Gulf of Mexico in the City of Venice, Sarasota County, Florida, Sarasota County Parcel ID No. 0176110019, with a situs address of 0 The Esplanade S, Venice, Florida 34285 (the "Property"); and

**WHEREAS**, a portion of the Property is often used by the Grantee for access to the beach for public safety emergency purposes and by the public for beach access in general; and

**WHEREAS**, the Grantee has expressed a desire to establish a permanent public access on the Property and Grantor has expressed a willingness to grant such access; and

**WHEREAS**, the Grantor owns two other parcels, Sarasota County Parcel ID Nos. 0176110014 and 0176110015 (the "Residential Parcels"), which are located near the Property and on which Grantor is constructing a residential structure; and

**WHEREAS**, the Grantor has expressed a desire to the Grantee to eliminate the vehicle parking on Alhambra Road and Castile Street adjacent to the Residential Parcels; and

**WHEREAS**, the Grantee has determined that it is in the best interest of the City of Venice and its residents and visitors to eliminate the vehicle parking on Alhambra Road and Castile Street adjacent to the Residential Parcels, in exchange for the Grantor granting a permanent public ingress & egress access easement across the Property.

**NOW, THEREFORE**, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **RECITALS**. The recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONVEYANCE OF PUBLIC INGRESS & EGRESS ACCESS EASEMENT**. Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other valuable consideration to Grantor paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant a

permanent, non-exclusive easement to the public and Grantee, to have and to hold for a public use traditionally made of a Public Ingress & Egress Access Easement including, but not limited to: a public access and pedestrian travel way to and from the beach, and for use by public safety emergency vehicles such as police, fire, and rescue, and other allied uses pertaining thereto with the full right of ingress and egress for the purposes herein stated, over, under, above, and through the area legally described and shown as the "PUBLIC ACCESS EASEMENT" in Exhibit "A," attached hereto and incorporated herein (the "Easement Area").

The Grantor hereby covenants with the Grantee and warrants that it is lawfully seized of the Property in fee simple; that it has good, right, and lawful authority to grant this Public Access Easement. The Grantor further covenants that there are no encumbrances of any kind on the Property that would prevent Grantee's full enjoyment of the Public Access Easement.

3. **REVERSION.** Upon termination or abandonment of the Easement Area by Grantee, all rights and interests granted to Grantee, by this Agreement shall revert to Grantor.
4. **GRANTEE'S RIGHTS AND RESPONSIBILITIES:**
  - A. Nothing in this Agreement shall be construed as to alter or affect the drainage easement that Grantee has been granted on the Property, which is recorded in the Official Records of Sarasota County, Florida, Instrument No. 2013109531.
  - B. Within sixty (60) days of the execution of this Agreement, the Grantee shall install four (4) "No Parking" signs in the rights-of-way adjacent to the Residential Parcels, including two (2) on Alhambra Road and two (2) on Castile Street.
  - C. Upon installation of said "No Parking" signs, Grantee shall reasonably enforce the parking restrictions in the vicinity of the Residential Parcels, in accordance with applicable law.
  - D. Grantee shall not erect any signs or install any improvements in the Easement Area without the express permission of the Grantor.
  - E. Any maintenance associated with the Easement Area shall be the responsibility of the Grantee.
5. **GRANTOR'S RIGHTS AND RESPONSIBILITIES.**
  - A. Grantor shall have the right to use the Easement Area for any use not inconsistent with the public's enjoyment of the rights herein granted.
  - B. Grantor shall have the right, but not the obligation, to maintain any portion of the Easement Area.

C. Grantor shall not impede access to or from the Easement Area by the public and shall erect no fences, gates or other structures that would interfere with the public's enjoyment of the Easement Area, without prior consent of the Grantee.

6. **NOTICES.** All notices and other communications required or permitted to be given under this Agreement shall be in writing, and shall be hand-delivered, sent overnight delivery by a reputable overnight delivery carrier or mailed by United States registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth below:

GRANTOR: Gregory J. Kaplan  
3740 179th Street  
Hammond, Indiana 46323

GRANTEE: City Manager, City of Venice  
401 West Venice Avenue  
Venice, FL 34285

WITH COPY TO: Kelly Fernandez, City Attorney  
236 Pedro Street  
Venice, FL 34285

7. **LIABILITY LIMITATION.** Grantor makes the Easement Area available to the public free of charge for pedestrian access for outdoor recreational purposes. Accordingly, as provided in Section 375.251, Florida Statutes, Grantor (i) owes no duty of care to keep the Easement Area safe for entry or use by others, or to give warning to persons entering or going on the Easement Area of any hazardous conditions, structures, or activities; (ii) is not presumed to extend any assurance that the Easement Area is safe for any purpose; (iii) does not incur any duty of care toward a person who goes on the Easement Area; and (iv) is not liable or responsible for any injury to persons or property caused by the act or omission of a person who goes on the Easement Area. Further, Grantor is not liable or responsible for any injury to persons or property accessing the Easement Area, nor is Grantor responsible for the missing, damaged, or stolen items of persons utilizing the Easement Area.

8. **INDEMNIFICATION.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, agents, or employees thereof. Grantor shall indemnify, defend, and hold harmless Grantee against any and all claims, liabilities, losses, and damages whatsoever arising from injury to persons or property occasioned wholly or in part by any negligent act or omission of Grantor, its employees, or agents. To the express limits of Section 768.28, Florida Statutes, Grantee shall indemnify, defend, and hold harmless Grantor against any and all claims, liabilities, losses, and damages whatsoever arising from injury to persons or property occasioned wholly or in part by any negligent act or omission of City, its employees, or agents. Notwithstanding any term of this Agreement to the contrary, no term of this Agreement shall be construed as a waiver of the Grantee's rights of sovereign immunity or the

provisions of Section 768.28, Florida Statutes. These indemnifications shall survive termination of this Agreement.

9. **COVENANTS RUN WITH LAND.** This Agreement and the covenants contained herein shall be deemed covenants running with the Property and shall be binding on the parties hereto, as well as all such successors and assigns.

10. **ENFORCEMENT.** The rights, privileges, and remedies and obligations created by this Agreement are enforceable by the Parties. Nothing in this Agreement, whether express or implied, confers upon the general public any enforcement rights against the Parties. Notwithstanding anything to the contrary, neither Party will be in breach of this Agreement, and no enforcement may be sought against a Party through any means, unless such Party (i) receives a written notice from the other Party, detailing with specificity the ways in which such Party is in breach of this Agreement, and (ii) fails to remedy such breach within thirty (30) days from the date of such written notice.

11. **REMEDIES.** The Parties may enforce the terms of this Agreement by injunctive relief and by any other available remedies, but the Parties agree to attempt to mediate their disputes in good faith prior to commencing litigation. In any action at law or in equity between the Parties, the prevailing Party in such action will be entitled to collect from the non-prevailing Party its reasonable attorneys' fees incurred at trial and at all appellate levels.

12. **SEVERABILITY.** The invalidation of any of the terms or conditions of this Agreement by judgment or court order will in no way affect the other provisions hereof, all of which will remain in full force and effect to the maximum extent possible, consistent with such invalidation.

13. **GOVERNING LAW.** This Agreement is governed by, and must be construed in accordance with, the laws of the State of Florida, without regard to conflict-of-laws principles that would require the application of any other law. The exclusive venue for any litigation arising out of this Agreement is Sarasota County, Florida. The Parties hereby expressly agree that in the event of litigation regarding this Agreement, any and all rights to jury trial are waived.

14. **AMENDMENT.** This Agreement may be modified, amended, terminated, or released only by a recordable instrument executed by the Parties, or their respective successors or assigns, and recorded in the Public Records of Sarasota County, Florida.

15. **EFFECTIVE DATE, RECORDATION.** The effective date of this Agreement shall be the date when this Agreement has been recorded in the Public Records of Sarasota County, Florida.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

**CITY OF VENICE:**

City Council of the City of Venice, Florida

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

ATTEST: \_\_\_\_\_  
Kelly Michaels, City Clerk

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

Approved as to form and correctness

BY: \_\_\_\_\_  
Kelly Fernandez, City Attorney

WITNESSES TO GRANTOR:

[Signature]  
(Signature)

Jeffrey O. Gates  
(Print Name)

[Signature]  
(Signature)

Zeyi Li  
(Print Name)

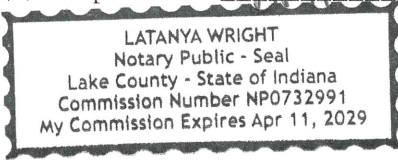
GRANTOR:

By: [Signature]  
Gregory J. Kaplan

Date: 11-7-2022

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

Acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization this 7th day of November, 2022, by Gregory J. Kaplan, who is ( ) personally known to me or ( ) has produced Driver Lis as identification.



[Signature]  
Notary Public, State of Indiana  
Print Name: Latanya Wright  
Commission No.: 4/11/2029

My Commission Expires: 4/11/2029

NP 0732991

EXHIBIT "A"

**LEGEND**

R/W = RIGHT-OF-WAY  
 C.B. = CONDOMINIUM BOOK  
 P.B. = PLAT BOOK  
 PG. = PAGE  
 P.O.C. = POINT OF COMMENCEMENT  
 P.O.B. = POINT OF BEGINNING  
 P.O.T. = POINT OF TERMINUS  
 O.R.B. = OFFICIAL RECORDS BOOK  
 O.R.I. = OFFICIAL RECORDS INSTRUMENT  
 B.B. = BEARING BASIS  
 P.I.D. = PROPERTY IDENTIFICATION  
 N.T.S. = NOT TO SCALE  
 NO. = NUMBER  
 ± = MORE OR LESS  
 SQ. FT. = SQUARE FEET

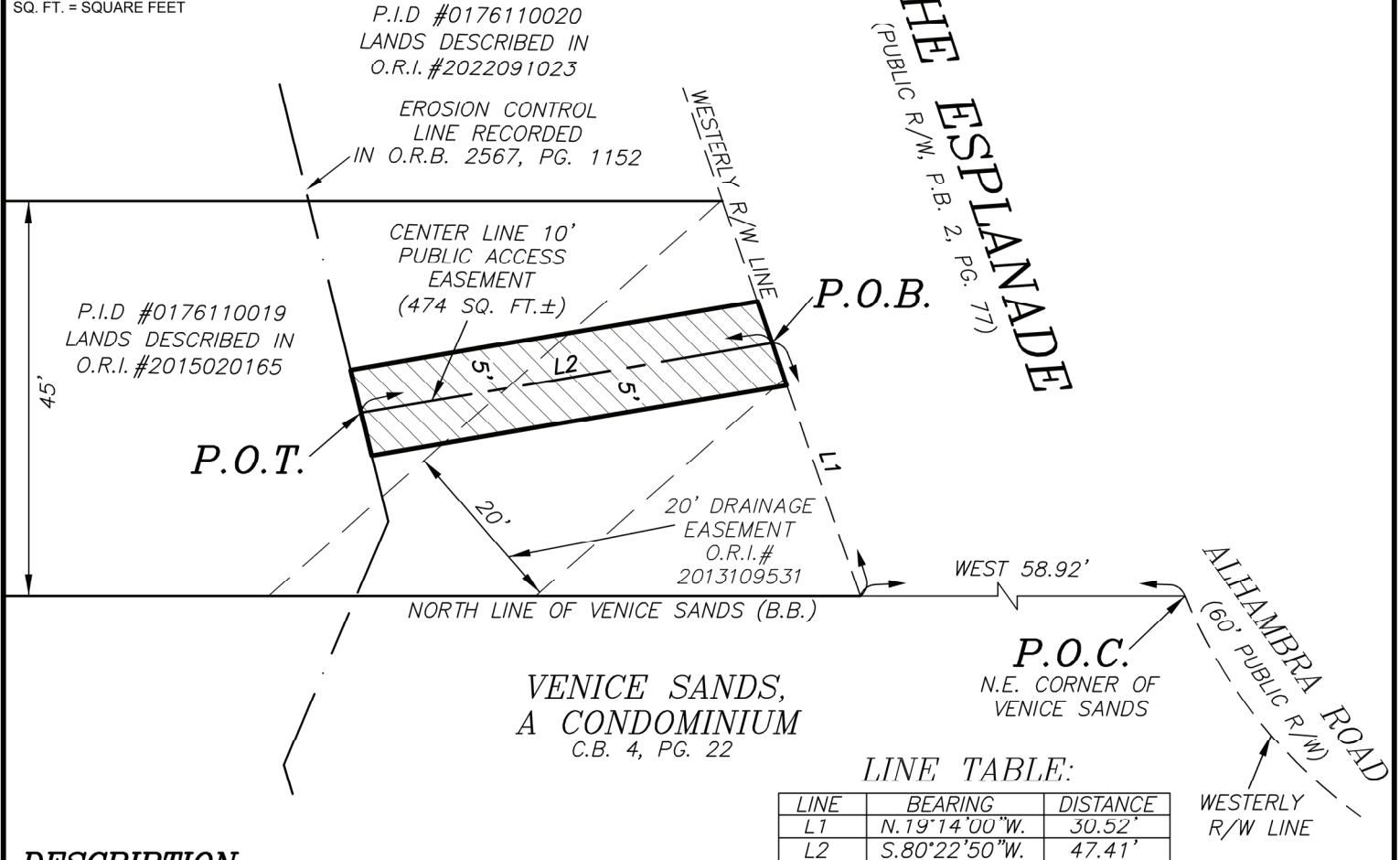
**SKETCH & DESCRIPTION OF:**

A TEN-FOOT-WIDE PUBLIC ACCESS EASEMENT, LYING  
 AND BEING IN SECTION 12, TOWNSHIP 39 SOUTH,  
 RANGE 18 EAST,  
 SARASOTA COUNTY, FLORIDA

**"NOT A SURVEY"**



NOT TO SCALE



**THE ESPLANADE**  
 (PUBLIC R/W, P.B. 2, PG. 77)

P.I.D #0176110019  
 LANDS DESCRIBED IN  
 O.R.I. #2015020165

P.I.D #0176110020  
 LANDS DESCRIBED IN  
 O.R.I. #2022091023

EROSION CONTROL  
 LINE RECORDED  
 IN O.R.B. 2567, PG. 1152

CENTER LINE 10'  
 PUBLIC ACCESS  
 EASEMENT  
 (474 SQ. FT.±)

P.O.B.

P.O.T.

20' DRAINAGE  
 EASEMENT  
 O.R.I. #  
 2013109531

NORTH LINE OF VENICE SANDS (B.B.)

VENICE SANDS,  
 A CONDOMINIUM  
 C.B. 4, PG. 22

WEST 58.92'

P.O.C.  
 N.E. CORNER OF  
 VENICE SANDS

ALHAMBRA ROAD  
 (60' PUBLIC R/W)

WESTERLY  
 R/W LINE

**LINE TABLE:**

LINE	BEARING	DISTANCE
L1	N. 19°14'00"W.	30.52'
L2	S. 80°22'50"W.	47.41'

**DESCRIPTION**

A TEN-FOOT-WIDE PUBLIC ACCESS EASEMENT, LYING OVER AND ACROSS A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT NO. 2015020165, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AND LYING FIVE FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

COMMENCE AT THE NORTHEAST CORNER OF VENICE SANDS, A CONDOMINIUM, ACCORDING TO THE PLAT THEREOF, RECORDED IN CONDOMINIUM BOOK 4, PAGE 22, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ON THE NORTH LINE OF SAID VENICE SANDS, WEST, 58.92 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF THE ESPLANADE, AS SHOWN ON THE PLAT OF GULF VIEW SECTION OF VENICE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 77, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE LEAVING SAID NORTH CONDOMINIUM LINE, AND ON SAID WESTERLY RIGHT-OF-WAY LINE, N. 19°14'00"W., 30.52 FEET, FOR A POINT OF BEGINNING OF THE SUBJECT CENTER LINE; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, S. 80°22'50"W., 47.41 FEET, TO THE EROSION CONTROL LINE, AS RECORDED IN OFFICIAL RECORDS BOOK 2567, PAGE 1152, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, BEING THE POINT OF TERMINUS, AND CONTAINING 474 SQUARE FEET, MORE OR LESS. THE SIDES OF SAID EASEMENT ARE TO BE EXTENDED OR SHORTENED, FOR CLOSURE PURPOSES. SUBJECT TO A TWENTY FOOT DRAINAGE EASEMENT, RECORDED IN OFFICIAL INSTRUMENT NO. 2013109531, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

**SURVEYOR'S NOTES**

- BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF VENICE SANDS, A CONDOMINIUM, BEING WEST, PER PLAT.
- THE SKETCH & DESCRIPTION SHOWN HEREON DOES NOT REPRESENT A BOUNDARY SURVEY.

**BENNETT-PANFIL, INC.**  
  
**SURVEYING**  
 742 SHAMROCK BLVD.,  
 VENICE, FL. 34293  
 (941) 497-1290  
 FAX (941) 497-6186  
 www.bpisurvey.com  
 LICENSED BUSINESS NO. 6639

FILE NO. :	19-05-67	
DRAWN BY:	B.G.R.	DATE: 10/17/2022
CHECKED BY:	E.B.B./D.J.P.	DATE: 10/17/2022
PARCEL IDENTIFICATION #:	01766110019	
EASEMENT CONTAINS:	474 SQ. FT.±	
<b>REVISIONS:</b>		
DESCRIPTION	BY	DATE

THIS DOCUMENT WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE FOR SURVEYS" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND IS NOT INTENDED TO MEET ANY OTHER MUNICIPAL OR NATIONAL STANDARD OR REQUIREMENT UNLESS NOTED.

Digitally signed by Bernard G Rieth  
 Date: 2022.10.19 08:49:55  
 -04'00'

**Bernard G Rieth**

B. GREGORY RIETH      FLORIDA SURVEYOR & MAPPER REG'N #5228

PRINTED COPIES OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ELECTRONIC COPIES OF THIS DOCUMENT ARE ONLY VALID IF THE DIGITAL SIGNATURE AND DATE HAVE BEEN VERIFIED.

Wednesday, October 19, 2022 - C:\USERS\GREG RIETH\STRAYER SURVEYING & MAPPING, INC\STRAYER SURVEYING - DOCUMENTS\DRAWINGS\211911905XX1190587 UPDATE