

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 ____ day of _____, 2021, 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, 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 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.

The 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 the Grantor, nor any person claiming an interest through the Grantor, shall interfere with the 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. The Grantor further

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, as well as all such successors and assigns.

(signature pages to follow)

ACCEPTANCE BY GRANTEE

The foregoing easement is accepted and agreed to by the City of Venice, Florida, this ____ day of _____, 2021.

Ron Feinsod, Mayor

ATTEST:

Lori Stelzer, City Clerk

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:

CAPRI ISLES GOLF, INC.

Margaret R. Williamson

Print Name: Margaret R. Williamson

By: ROBIN L. MCCOY

Its: PRESIDENT

Annette Boone

Print Name: Annette Boone

Attest: Ronald M. Ballard
Corporate Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 23rd day of November, 2021, by Robin L. McCoy, as President **CAPRI ISLES GOLF, INC.**, by means of ☒ physical presence or ☐ online notarization, who is personally known to me or who produced FL DL as identification.



Margaret R. Williamson
Notary Public
Print Name: Margaret R. Williamson
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 is mortgage, which is recorded in Official Record Book _____, Page _____, of the Public Records of Sarasota County, Florida, shall be subordinated to this Utility Easement.

IN WITNESS WHEREOF, _____ has caused these presents to be executed in its name this _____ day of _____, 2021

WITNESSES:

Mortgagee

Kristine Britton
(Witness Signature)
Print Name: Kristine Britton

Lender: ENGLEWOOD BANK & TRUST

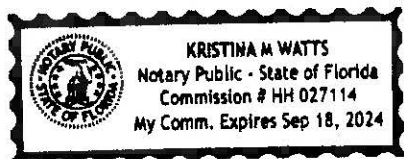
By: Kevin A Casey

Print Name: KEVIN A. CASEY

Title: SENIOR VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 22 day of November, 2021, by Kevin Casey, as Sr Vice President of Englewood Bank & Trust, by means of ☒ physical presence or ☐ online notarization, who is personally known to me or who produced _____ as identification.



Kristina M Watts
Notary Public
Print Name: Kristina M Watts
My Commission Expires:

EXHIBIT "A"
DESCRIPTION

A CERTAIN 30 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:

COMMENCE 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 SAID WESTERLY RIGHT-OF-WAY LINE BY 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 TO A POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE WITH A CHORD OF S 37°50'42" E 232.48' FOR AN ARC DISTANCE OF 232.48 FEET; THENCE S 53°14'46" W ALONG THE NORTH LINE OF A 15' UTILITY EASEMENT PER PLAT BOOK 33, PAGE 15 OF SAID PUBLIC RECORDS, A DISTANCE OF 30.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 57443.78'; THENCE NORTHWESTERLY (CHORD N 37°50'41" W 231.97') ALONG SAID CURVE, AN ARC DISTANCE OF 231.97 FEET; THENCE N 52°16'16" E, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 6,967 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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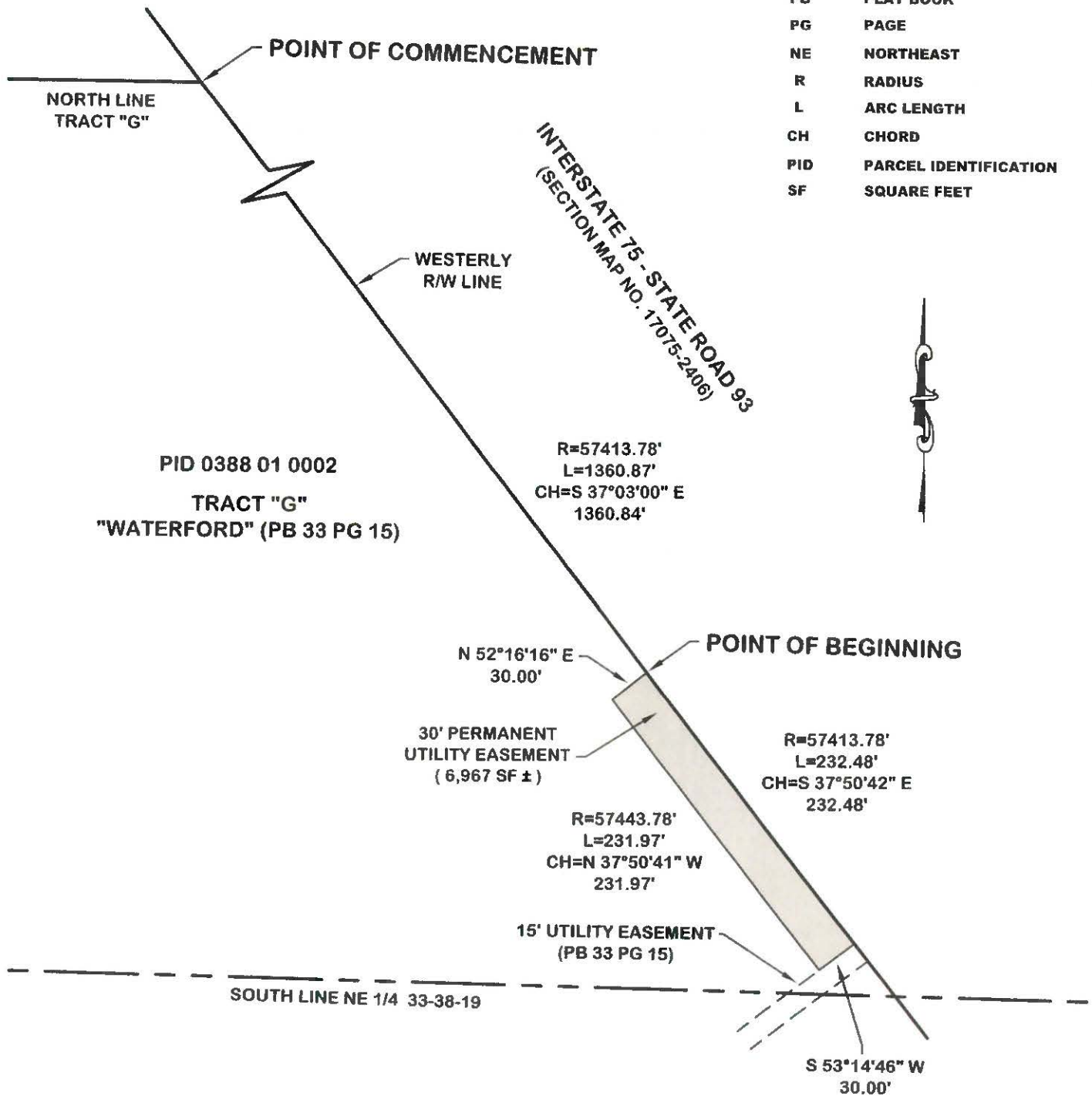
30' PERMANENT UTILITY EASEMENT

SECTION 33 TOWNSHIP 38 S RANGE 19 E	DRAWN: JM	DATE: 08/2021	SCALE: N/A
SARASOTA COUNTY, FLORIDA	CHECKED: RH	DRAWING FILE: UTILITY 2	

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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30' PERMANENT UTILITY EASEMENT

SECTION 33 TOWNSHIP 38 S RANGE 19 E	DRAWN: JM	DATE: 08/2021	SCALE: 1" = 100'
SARASOTA COUNTY, FLORIDA	CHECKED: RH	DRAWING FILE: UTILITY 2	