

PERPETUAL EASEMENT

THIS EASEMENT ("Easement") granted this 5<sup>th</sup> day of May, 2016, by and between VENICE COSTA BRAVA CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, herein referred to as "ASSOCIATION" and CITY OF VENICE, a municipality located within the State of Florida, hereafter referred to as "VENICE".

WITNESSETH:

That ASSOCIATION for and in consideration of ten dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant VENICE, a non-exclusive easement for the sole purpose of installing, removing, altering and maintaining a generator providing power to Lift Station #LS-02 together with the right to enter in, under, over, through and upon that certain property described on Exhibit "A", along with a sketch of the easement area, attached hereto and access to the property from Santa Maria Street.

To have and to hold the aforesaid easement, as described for unto VENICE, for as long as used for those proposes described herein.

1. This easement grant is made by ASSOCIATION and accepted by VENICE subject to the following conditions by which VENICE, covenants and agrees to abide:

- (A) To exercise due care in the use of said easement.
- (B) To cause no unnecessary or unreasonable obstruction or interruption of ASSOCIATION'S use of the aforesaid property.
- (C) To use care and diligence in making excavations, cement pads or foundation, or other repair, and after the completion of any construction or maintenance to restore the property to its former condition, including, but not limited to, returning the ground to the original grade, repaving any pavement removed or damaged and to be responsible for returning any unique features of the property to its original condition, including, but not

limited to the following special items: posts and signs, street signs, trees, hedge, electrical- underground, entrance way clumping – root stress, plantings, curbs, landscaping including railroad ties and mounds.

- (D) Further, if settling occurs after the completion of any work done by VENICE which weakens the support for any improvement upon the property or which damages or stress root systems of existing landscaping causing the subsequent loss of the plantings, to make all repairs or replacement necessary to correct the situation within thirty (30) days from written notification by ASSOCIATION.
- (E) To indemnify ASSOCIATION for any claims, causes of action, or demands which may be made against ASSOCIATION as a result of VENICE's use of the easement and to defend the ASSOCIATION against all such claims and demands.

2. The provision of this easement shall inure to the benefit of and shall bind the successors and assigns of ASSOCIATION and VENICE. Provided however, that the easement is not granted until these conditions are accepted in writing by VENICE.

3. This Agreement shall be deemed to have been executed and delivered within the Sarasota, Sarasota County, Florida, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida, without regard to choice of law rules.

4. In the event of litigation relating to the enforcement or breach of this Agreement, the prevailing party shall be entitled to recover her/his/their/its attorneys', experts', investigation, and other related fees, costs, and expenses relating to such action. The Parties agree this document may be executed in counterparts, and a facsimile copy of the document may be treated for all purposes as an original.

5. In the event the lift station or generator becomes obsolete, relocated or is no longer need, VENICE will remove the generator and will return the Easement area to its original condition and this Easement will terminate.

The undersigned warrant they are duly authorized and competent to execute this Agreement.

IN WITNESS WHEREOF, ASSOCIATION has caused this easement to be executed by its undersigned, duly authorized officer, the day and year first above written.

Signed and sealed in the presence of:

VENICE COSTA BRAVA  
CONDOMINIUM ASSOCIATION, INC.

By: Andrew Katsanis  
Andrew Katsanis, President

Attested:

By: Ruth Dimlich  
Ruth Dimlich, Secretary

STATE OF FLORIDA       )  
COUNTY OF SARASOTA   )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of may, by Andrew Katsanis, as President of Venice Costa Brava Condominium Association, Inc., a Florida not for profit corporation, on behalf of said corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

Lisa M. Martin  
Notary Public  
My Commission Expires 12-30-2017

ACCEPTED:

CITY OF VENICE

BY: \_\_\_\_\_  
City Manager

ATTESTED:

BY: \_\_\_\_\_



LISA M. MARTIN  
MY COMMISSION # FF 073110  
EXPIRES: December 30, 2017  
Bonded Thru Budget Notary Services

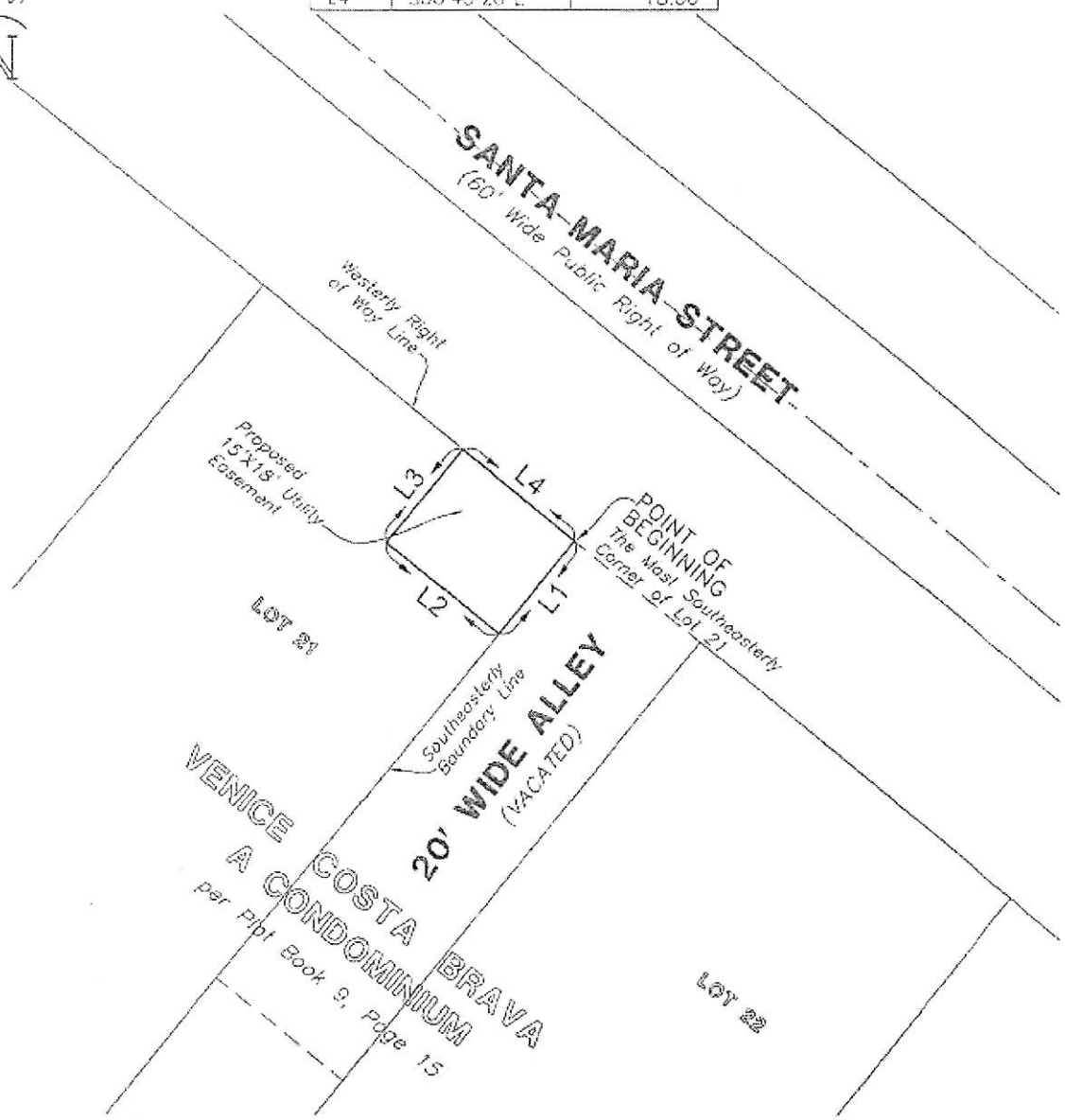
# SKETCH OF DESCRIPTION

SHEET 3 OF 3

UTILITY EASEMENT  
 VENICE COSTA BRAVA  
 A CONDOMINIUM  
 SARASOTA COUNTY, FLORIDA

LINE	BEARING	DISTANCE
L1	S39°16'32"W	15.00'
L2	N50°43'28"W	18.00'
L3	N39°16'32"E	15.00'
L4	S50°43'28"E	18.00'

SCALE: 1" = 20'



THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY

PREPARED FOR:  
 LIGHTHOUSE PROPERTY MANAGEMENT

DATE: APRIL 12, 2016  
 JOB NUMBER: 16-03-08



**BRITT SURVEYING, INC.**

LAND SURVEYORS AND MAPPERS  
 CERTIFICATE OF AUTHORIZATION NO. L.B. 6638  
 606 Cypress Avenue Venice Florida 34265  
 Telephone: (941) 493-1358 Fax: (941) 484-5788  
 Email: bsi@brittsurveying.com

# SKETCH OF DESCRIPTION

SHEET 1 OF 3

UTILITY EASEMENT  
VENICE COSTA BRAVA  
A CONDOMINIUM  
SARASOTA COUNTY, FLORIDA

## DESCRIPTION:

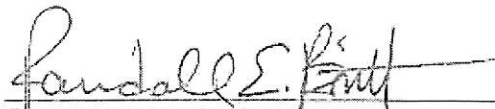
*A part of Lot 21, Block 53, VENICE, GULFVIEW SECTION, recorded in Plat Book 2, Page 77-A, Public Records of Sarasota County, Florida*

*BEGIN at the Most southeasterly corner of Lot 21, Block 53, VENICE, GULFVIEW SECTION, recorded in Plat Book 2, Page 77-A, of the Public Records of Sarasota County, Florida; thence S.39°16'32"W., along the southeasterly boundary line of said Lot 21, a distance of 15.00 feet; thence N.50°43'28"W., perpendicular to said southeasterly boundary line, a distance of 18.00 feet; thence N.39°16'32"E., parallel to said southeasterly boundary line, a distance of 15.00 feet to the westerly Right of Way line of SANTA MARIA STREET (60' Wide Public Right of Way); thence S.50°43'28"E., along said westerly Right of Way line, a distance of 18.00 feet to the POINT OF BEGINNING.*

*Parcel contains 270 Square Feet, or 0.0062 Acres more or less.*

## NOTES:

- 1. This Sketch does not represent a boundary survey. The purpose of this Sketch is to graphically depict the description shown on Sheets 1 of 3.*
- 2. Bearings shown hereon are based on assumed meridian. North line of SANTA MARIA STREET = S.50°43'28"E.*



Randall E. Britt, Professional Land Surveyor

Florida Certification Number 3979

Not Valid Unless Impressed With Embossed Land Surveyor's Seal

THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY

PREPARED FOR:  
LIGHTHOUSE PROPERTY MANAGEMENT

DATE: APRIL 12, 2016

JOB NUMBER: 16-03-08



**BRITT SURVEYING, INC.**

LAND SURVEYORS AND MAPPERS  
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# SKETCH OF DESCRIPTION

SHEET 2 OF 3

UTILITY EASEMENT  
VENICE COSTA BRAVA  
A CONDOMINIUM  
SARASOTA COUNTY, FLORIDA



THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY

PREPARED FOR:  
LIGHTHOUSE PROPERTY MANAGEMENT

DATE APRIL 12, 2016  
JOB NUMBER 16-03-02



## BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS  
CERTIFICATE OF AUTHORIZATION NO. L.B. 6636  
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