

## Public Access Easement

This Public Access Easement ("Easement") is granted this 17 day of February, 2020, by and between Tuscan Gardens of Venetia Bay Properties, LLC, whose mailing address is 189 S Orange Ave Ste 1650, Orlando, FL 32801-3260, hereinafter referred to as ("Grantor"), Sarasota County, a political subdivision of the State of Florida, whose mailing address is P.O. Box 8, Sarasota, FL 34230, hereinafter referred to as ("Grantee") and consented to by City of Venice, a political subdivision of the State of Florida, whose mailing address is 401 W. Venice Avenue, Venice, Florida 34285, hereinafter referred to as ("City"), for the benefit of the general public.

### RECITALS

WHEREAS, Grantee is the owner of a linear park known as Legacy Trail; and

WHEREAS, Grantor owns the property located west and adjacent to Legacy Trail ("Grantor Parcel"); and

WHEREAS, Grantee needs access to the Legacy Trail and has determined an access easement would be needed from Grantor to accommodate the most efficient access point to the Legacy Trail. Location of said access easement described on Exhibit "A", attached hereto and made a part hereof ("Grantee Easement Area"); and

WHEREAS, City has an easement interest over the Grantor Parcel that is approximately fifteen (15) feet wide and was granted on March 25, 1994 and recorded in OR Book 2632 Page 63 for a sewer force main described on Exhibit "B", attached hereto and made a part hereof ("City Sewer Force Main Easement Area"); and

WHEREAS, Grantee Easement Area will extend into the City Sewer Force Main Easement Area to the extent depicted on Exhibit A; and

WHEREAS, based on the conditions and obligations set forth herein, Grantor agrees to grant Grantee an Easement for public ingress/egress purposes over the Grantor Parcel and City agrees to consent to such Easement; and

**NOW THEREFORE**, and in consideration of the mutual covenants herein contained and other good and valuable consideration in hand paid by the parties, the sufficiency and receipt of which are hereby expressly acknowledged and confirmed, the parties here by agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
2. Grantor Obligations:
  - a. Grantor hereby grants to Grantee a non-exclusive Easement on, over and across the Grantor Parcel, described in Exhibit "A", for predominately bicycle and pedestrian ingress and egress.

- 
- b. The Grantee Easement Area shall be open to the public during posted park hours only.
  - c. Grantor covenants with Grantee that Grantor is lawfully seized of said lands in fee simple, and the Grantor has good right and lawful authority to grant this Easement and shall take no action to interfere with the Grantee's use of said Easement; that the Grantor hereby fully warrants the Easement being granted and will defend the same against the lawful claims of all persons whomsoever.
  - d. Grantor grants to Grantee the right to make improvements to the Grantee Easement Area consisting of but not limited to a path, signage and kiosk ("Improvements").
  - e. Grantor further grants to Grantee the right but not the obligation, to maintain, repair, replace, and remove such Improvements placed in, over and upon the Grantee Easement Area.
  - f. Grantor agrees that public access to and use of any of the Improvements on Grantee Easement Area cannot be temporarily or permanently closed or limited without the prior written permission of Grantee.
  - g. Grantor certifies, warrants and covenants that neither they nor any member of their family, reside on the above described property; and subject property does not constitute any part of their homestead.

3. Grantee Obligations:

- a. Grantee agrees, at its sole cost and expense, to repair damage caused by Grantee's exercise of the rights granted herein to the Grantee Easement Area and generally restore the surface of the Grantee Easement Area to the condition existing prior to the execution of this Easement.
- b. Grantee agrees to install and construct Improvements over the Grantee Easement Area.
- c. Improvements shall be designed, permitted and constructed at no cost to Grantor or City.
- d. Grantee shall be solely responsible for the repair and replacement of any portion of the Grantee Easement Area damaged because of the City's use of the City Sewer Force Main Easement Area.
- e. Grantee shall be solely responsible for any damage to the City's utilities within the Grantee Easement Area, if any, during the construction and maintenance of the Improvements.

4. City Obligations:

- a. As holder of the City Force Main Easement Area, City does hereby ratify, approve, confirm and consent to this Easement. City and Grantee mutually covenant that neither shall interfere with the other party's exercise of its respective Easement rights.
- b. The City Utilities Director, at his/her sole discretion, may give thirty (30) days written notice to Grantee that this Easement is terminated. Upon such notice, Grantee shall, within thirty (30) days thereof, remove the Improvements at their sole expense.

5. Indemnity. Grantor, Grantee and City, shall comply with all laws, rules, regulations and requirements of all governmental authorities, and shall indemnify, defend and hold each other harmless against all claims, demands, loss, damage, liabilities and expenses and all suits, actions and judgments arising out of or relating to acts or omissions on, over, under or across the Grantee Easement Area. Grantee's undertakings pursuant to this Paragraph shall be only to the extent allowed by Sec. 768.28, Florida Statutes and other applicable law and shall not be deemed to constitute a waiver of Grantee's sovereign immunity. In the event of a dispute between Grantee and the City, the City Manager and the County Administrator or their designated representatives shall review such dispute and options for resolution. Any dispute not resolved by the representatives shall be referred to the City Manager and the County Administrator to address. The decision of the City Manager and the County Administrator regarding the dispute shall be final. In the event the City Manager and County Administrator are unable to agree, then the matter shall be referred to the respective Commissions, who jointly may elect to hold a joint meeting. This process shall substitute for the dispute resolution process set forth in Chapter 164 of the Florida Statutes.
6. Effective Date. This Easement shall become effective upon its recordation in the Public Records of Sarasota County, Florida, and shall run with the land, regardless whether specifically mentioned in any subsequent deed or conveyance of all or a part of the Grantor Parcel and shall be binding on all persons subsequently acquiring all or a part of the Grantor Parcel.
7. Termination. This Easement shall terminate upon removal, demolition or destruction of the Grantee Easement Area by the Grantee or its successors in interest.
8. Severability. Invalidation of any term or provision of this Easement, by judgment or court order, shall not affect any of the other provisions hereof which shall remain in full force and effect.

The remainder of this page has been left intentionally blank.

IN WITNESS WHEREOF the parties hereunto set their hand and seal this first date written above.

**GRANTOR**

Tuscan Gardens of Venetia Bay Properties, LLC

By: Tuscan Gardens of Venetia Bay Management Company, LLC

ITS: Manager

By: Tuscan Gardens of Management Corporation

ITS: Manager

By: Janet Horvath- Pino, its President

Signed and Sealed in the presence of two witnesses:

First Witness

Print Name: KIRANJIT KAUR

Second Witness

Print Name: Paula Barnett

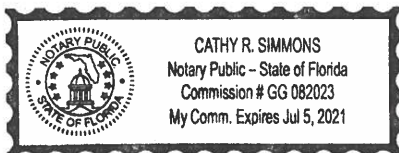
BY: Janet Horvath-Pino

Janet Horvath-Pino

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 17 day of February, 2020, by Janet Horvath-Pino who is personally known to me or who has produced \_\_\_\_\_ as identification and (did/did not) take an oath.

(SEAL)



Cathy R. Simmons  
Notary Public

Print Name Cathy R Simmons

Commission No. GG 082023

Expiration Date 7/5/21

---

**CITY**

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

Ron Feinsod, City Mayor

---

ATTEST:

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

Lori Stelzer, City Clerk

Reviewed and Approved for Content

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

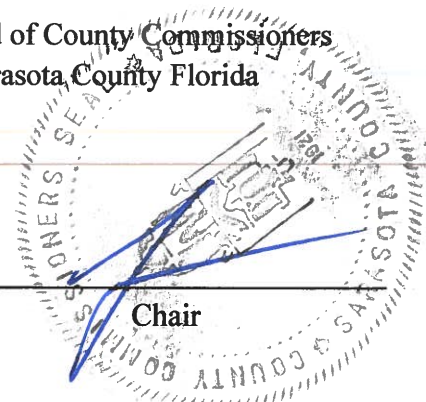
City Attorney

**GRANTEE**

Board of County Commissioners  
of Sarasota County Florida

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

Chair



**ATTEST:**

Karen E. Rushing, Clerk of the Circuit Court  
and ex-officio Clerk of the Board of County  
Commissioners

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

*Brenda White*

Deputy Clerk

Reviewed and Approved for Content

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

*F. J. E. O. L. T.*

County Attorney *RM*



[illegible]



Exhibit "B" - City Sewer Force Main Easement Area

94061426

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

TRANS NUM: 88J08790  
DOC STAMPS PD: 5.70  
INTANG. TAX PD: 5.00  
KAPLAN E. RUSHING SARASOTA CO.  
BY: [Signature] D.L.

GRANT OF EASEMENT

THIS INDENTURE, made this 25th day of March, 1994, by and between ALEX-ARL FLORIDA COMPANY, A DISTRICT OF COLUMBIA GENERAL PARTNERSHIP, of the County of Sarasota, State of Florida, party of the first part, and CITY OF VENICE, a municipal corporation in the County of Sarasota, State of Florida, party of the second part;

WITNESSETH

That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to him in hand paid by said party of the second part, the receipt of which is hereby acknowledged, has granted, bargained, and sold, and by these presents does hereby grant, bargain, and sell unto the party of the second part, its successors and assigns forever, an easement for the installation, maintenance and servicing of a sewer force main and lift station, over, across, under and along the following described parcel of land in Sarasota County, Florida, to wit:

(1) that certain property as legally described in Exhibit "B" and Exhibit "C" to this grant.

IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and seal, the day and year first above written.

SIGNED, SEALED AND DELIVERED

ALEX-ARL FLORIDA COMPANY

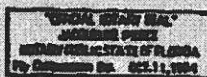
By: ALEX-ARL FLORIDA COMPANY, INC.,  
A DELAWARE CORPORATION, AS  
GENERAL PARTNER

By: [Signature]  
RICHARD J. MITCHELL, AS ITS  
PRESIDENT

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 25th day of March, 1994 by Richard J. Mitchell, as President of Alex-Arl Florida Company, Inc., a Delaware Corporation, and Managing General Partner of Alex-Arl Florida Company, a District of Columbia General Partnership, on behalf of the Corporation and the Partnership. The above-named person is personally known to me or has produced NA as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)



[Signature]  
Signature of Notary Public

Jacqueline Pierre  
Print Name of Notary Public

I am a Notary Public of the State of Florida, and  
my commission expires on 11/11/95

OFFICIAL RECORDS  
BOOK 2832 PAGE 43

Lift Station  
Easement



3/25/94

EXHIBIT "B" TO BILL OF SALE  
AND GRANT OF EASEMENT

**LEMONDE AND CO. INC.**

SURVEYORS OF LAND  
370 CENTER COURT  
VENICE, FLORIDA 33592

TEL: 813-482-4800

FAX: 813-487-6160

OFFICIAL RECORDS  
BOOK 2832  
PAGE 64

**LEGAL DESCRIPTION: (LIFT STATION)**

A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF SEABOARD AIRLINE RAILROAD (100 FOOT RIGHT-OF-WAY) WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 45, (U.S. HIGHWAY 41 - TAMiami TRAIL) ACCORDING TO ROAD PLAT BOOK 1, PAGE 90-B, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID STATE ROAD RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) CALLS: THENCE NORTH 66° 04' 00" WEST, 294.52 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1809.86 FEET, A CENTRAL ANGLE OF 29° 09' 19", FOR AN ARC DISTANCE OF 920.96 FEET; THENCE NORTH 76° 10' 00" EAST, 132.93 FEET; THENCE NORTH 32° 19' 00" WEST, 319.07 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 57° 41' 00" EAST, 70.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 384.00 FEET, A CENTRAL ANGLE OF 84° 45' 32" FOR AN ARC DISTANCE OF 568.06 FEET TO THE POINT OF BEGINNING; THENCE NORTH 78° 02' 31" EAST, 38.89 FEET; THENCE SOUTH 11° 57' 29" EAST, 20.00 FEET; THENCE SOUTH 78° 02' 31" WEST, 30.00 FEET TO THE INTERSECTION WITH A CURVE TO THE LEFT, WHOSE CENTER BEARS, SOUTH 55° 42' 31" WEST; THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 384.00 FEET, A CENTRAL ANGLE OF 03° 15' 58", FOR AN ARC DISTANCE OF 21.89 FEET TO THE POINT OF BEGINNING. CONTAINS: 0.0138 ACRES, MORE OR LESS.

**NOTES:**

- 1) BEARINGS SHOWN HEREON REFER TO STATE ROAD NO. 45 RIGHT-OF-WAY MAPS, AS DESCRIBED HEREIN.
- 2) THIS IS NOT A BOUNDARY SURVEY.

CERTIFIED AS TO DESCRIPTION ONLY.

*[Signature]*

3-22-94

DANIEL E. LEMONDE, P.L.S. # 2909

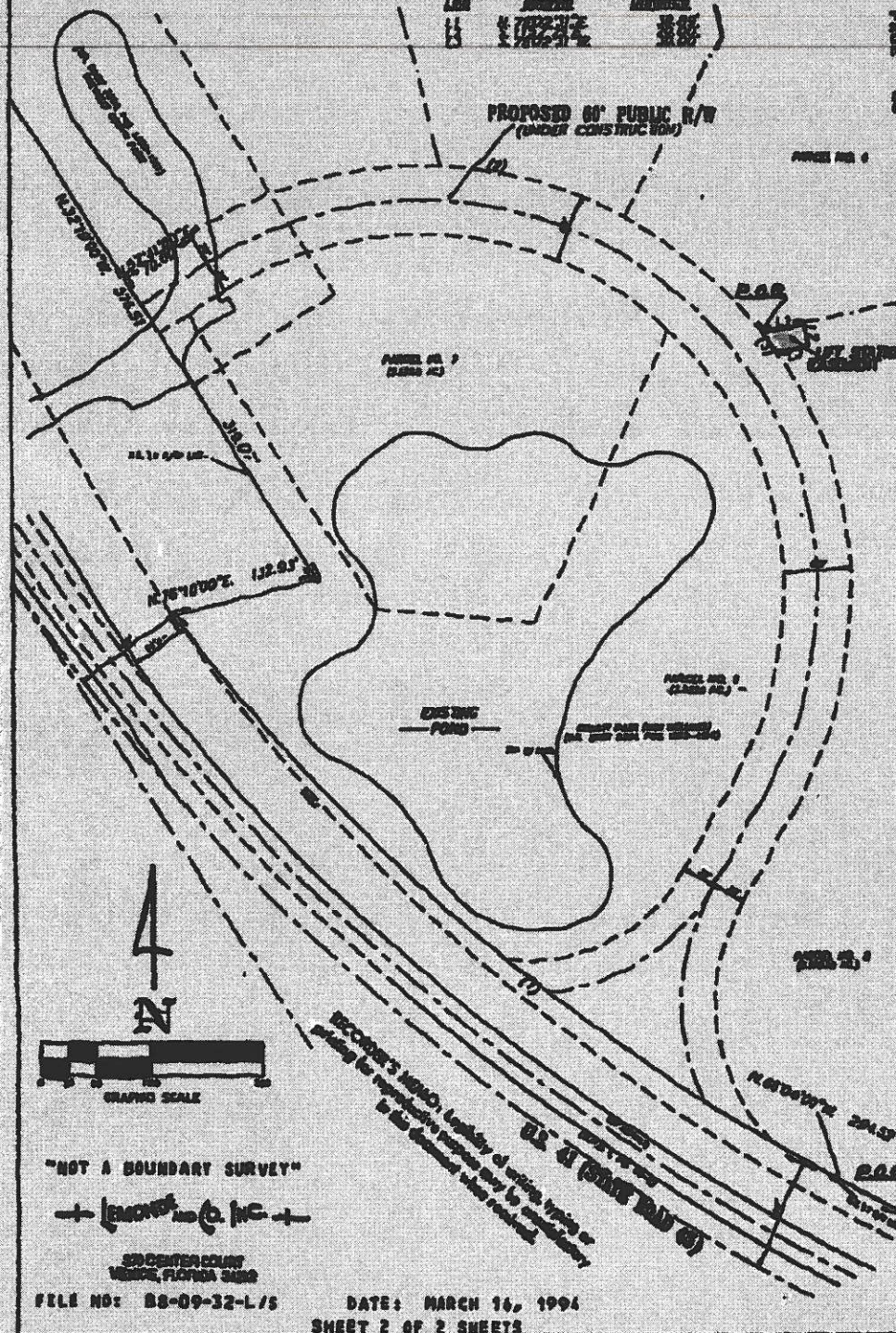
FILE NO: 88-89-32-1/S  
DATE: MARCH 16, 1994



•• OFFICIAL RECORDS ••  
BOOK 2632 PAGE 63

NO	NAME	DATE	AGE	INCENT	CHRG	CHRG SEASON
3	38-08	2-11-58	31-08	1-11-58	31-08	1-11-58

姓	名	性别	出生年月	籍贯	民族	文化程度	职业	工作单位	住址	联系电话	备注
王	德	男	1945.10	山东烟台	汉族	高中	教师	烟台一中	烟台莱山区	13906451234	
李	明	男	1950.05	河北保定	汉族	大学	工程师	保定钢铁厂	保定北市区	13903125678	
张	华	女	1955.08	江苏苏州	汉族	初中	工人	苏州纺织厂	苏州姑苏区	13905129012	
陈	强	男	1960.12	浙江杭州	汉族	高中	学生	杭州二中	杭州西湖区	13905713456	
刘	芳	女	1965.03	河南郑州	汉族	大学	医生	郑州人民医院	郑州中原区	13903717890	
赵	伟	男	1970.07	四川成都	汉族	高中	学生	成都三中	成都锦江区	13902812345	
周	敏	女	1975.11	广东广州	汉族	初中	工人	广州电子厂	广州天河区	13902016789	
吴	磊	男	1980.02	湖北武汉	汉族	高中	学生	武汉四中	武汉汉阳区	13902710123	
徐	静	女	1985.06	安徽合肥	汉族	大学	教师	合肥一中	合肥蜀山区	13905514567	
孙	涛	男	1990.09	福建厦门	汉族	高中	学生	厦门二中	厦门思明区	13905928901	
郑	丽	女	1995.12	广西桂林	汉族	初中	学生	桂林三中	桂林秀峰区	13907732345	





3/25/94  
EXHIBIT "C" TO BILL OF SALE  
AND GRANT OF EASEMENT

LEMONDE and CO. INC.

SURVEYORS OF LAND

376 CENTER COURT  
VENICE, FLORIDA 33592

TEL: 813-483-0000

FAX: 813-487-6100

LEGAL DESCRIPTION: (PROPOSED UTILITY EASEMENT)

A PARCEL OF LAND LYING SECTION 6, TOWNSHIP 33 SOUTH, RANGE 19  
EAST, SARASOTA COUNTY, FLORIDA AND BEING MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY  
LINE OF SEABOARD AIRLINE RAILROAD (100' R/W), WITH THE  
NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 45 (U.S. 41  
- TAMPAI TRAIL) ACCORDING TO ROAD PLAT BOOK 1, PAGE 90-5, OF  
THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA FOR A POINT OF  
BEGINNING; THENCE, ALONG SAID STATE ROAD RIGHT-OF-WAY LINE  
NORTH 65° 04' 00" WEST, 18.52 FEET; THENCE NORTH 11° 57' 29"  
WEST, 990.74 FEET; THENCE SOUTH 78° 02' 31" WEST, 197.21 FEET;  
THENCE NORTH 11° 57' 29" WEST, 7.50 FEET; THENCE SOUTH 78°  
02' 31" WEST, 10.89 FEET TO THE INTERSECTION WITH A CURVE TO  
THE LEFT, WHOSE CENTER BEARS, SOUTH 52° 26' 32" WEST; THENCE,  
ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 384.00 FEET,  
A CENTRAL ANGLE OF 01° 14' 51", FOR AN ARC DISTANCE OF 8.36  
FEET; THENCE NORTH 78° 02' 31" EAST, 254.80 FEET TO THE  
WESTERLY RIGHT-OF-WAY LINE OF SAID SEABOARD AIRLINE RAILROAD  
(100' R/W); THENCE, ALONG SAID LINE, SOUTH 11° 57' 29" EAST,  
1016.59 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.4231  
ACRES, MORE OR LESS.

RECORDOR'S MEMO: Legality of writing, typing or  
printing for reproductive purpose may be constitutory  
in the document when received.

NOTES:

1. BEARINGS SHOWN HEREON REFER TO STATE ROAD NO. 45 RIGHT-  
OF-WAY MAPS, AS DESCRIBED HEREON.
2. THIS IS NOT A BOUNDARY SURVEY.

FILE NO: 88-09-32 U/E  
DATE: 3-16-94

SHEET 1 OF 2 SHEETS.

CERTIFIED AS TO DESCRIPTION ONLY.

*DLE*  
3-22-94  
DANIEL E. LEMONDE, P.L.S. # 2909

.. OFFICIAL RECORDS ..  
BOOK 2532 PAGE 65



