

Sec 07 / Twp 39S / Rng 19E
PID # 0408020024

LIFT STATION EASEMENT AGREEMENT

THIS LIFT STATION EASEMENT AGREEMENT is made this _____ day of _____, 2026, by and between SARASOTA COUNTY, a political subdivision of the State of Florida, whose post office address is P.O. Box 8, Sarasota, Florida 34230-0008, (hereinafter referred to as the “County”), and the CITY OF VENICE, a Florida municipal corporation of the State of Florida, whose address is 401 West Venice Avenue, Venice, Florida 34285, (hereinafter referred to as the “City” and together with the County, the “Parties”).

WITNESSETH:

That for and in consideration of a sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The County does hereby grant, and deliver unto the City, its successors and assigns, a non-exclusive permanent lift station easement to install, construct, operate, improve, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system, gravity sewer collection system, lift station, backflow preventer, and all other equipment and appurtenances as may be necessary or convenient for the operation of the lift station; together with rights of excavating and installing, constructing, maintaining, operating, repairing and replacing lift station facilities and appurtenant equipment and fencing thereto, with the right to enlarge and remove such facilities and equipment and the right of ingress and egress; in, over and upon the following described land of the County, to wit:

See Exhibit “A” (“Easement Area”) attached hereto and made a part hereof.

2. The City covenants with the County that the City, at all times after the effective date of this instrument, at its sole cost and expense, shall:

- a. obtain all permits and other approvals required to connect three (3) commercial properties (the “Commercial Properties”), currently on individual septic systems, in the vicinity of the real property located at 303 E. Venice Avenue, Venice, Florida 34285 (Sarasota County Parcel ID No. 0408020024) (hereinafter referred to as the “Property”), to the lift station on the Property;
- b. be responsible for all costs associated with the design, engineering, and construction of the anticipated modifications required to properly service the Commercial Properties;
- c. be responsible for connecting the Commercial Properties to the lift station and all associated costs, including all required operation and maintenance personnel and all associated costs;
- d. assume responsibility for the operation and maintenance of the lift station and bear all costs related to same; and

- e. at no cost to the County, repair damage to the easement property caused by such maintenance or repairs and generally restore the surface of such easement to the condition existing prior to the initiation of such maintenance or repairs.

As a condition of the conveyance of the lift station from the County to the City, the City shall reserve sufficient hydraulic capacity in the lift station to allow the County to double the County's current annual average daily flow for future restroom improvements. The City shall not charge the County for upgrades to the lift station, if any.

3. The County shall:

- a. have the right to use the Easement Area for any use not inconsistent with the City's enjoyment of the rights herein granted; and
- b. have the right, but not the obligation, to maintain any portion of the Easement Area, which shall include any fencing, gates, or roads.

4. The Parties hereby agree that the County shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by any person caused by or resulting from the presence or operation of any improvements authorized by this agreement. 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. To the express limits of Section 768.28, Florida Statutes, the City shall indemnify, defend, and hold harmless the County 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 the City, its employees, or agents. To the express limits of Section 768.28, Florida Statutes, the County shall indemnify, defend, and hold harmless the City 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 the County, 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 Parties' rights of sovereign immunity or the provisions of Section 768.28, Florida Statutes. These indemnifications shall survive termination of this agreement.

5. The Parties are self-insured for all liability claims and related expenses pursuant to the provisions of Section 768.28, Florida Statute.

6. THE PARTIES HEREBY EXPRESSLY AGREE THAT IN THE EVENT OF LITIGATION REGARDING THIS AGREEMENT, ANY AND ALL RIGHTS TO JURY TRIAL ARE WAIVED.

7. This Lift Station Easement Agreement may be executed in two (2) or more counterparts (including by means of facsimile or other electronic transmission), each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

[SIGNATURE PAGES FOLLOW]

[CITY OF VENICE SIGNATURE PAGE]

IN WITNESS WHEREOF, the City has executed this Lift Station Easement Agreement on the dates set forth below.

DATED this ___ day of _____, 2026 by the City of Venice, Florida.

CITY OF VENICE:

City Council of the City of Venice, Florida

By: _____
Nick Pachota, Mayor

ATTEST: _____
Kelly Michaels, City Clerk

Approved as to Form and Correctness

By: _____
City Attorney

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[SARASOTA COUNTY SIGNATURE PAGE]

IN WITNESS WHEREOF, the County has executed this Lift Station Easement Agreement on the dates set forth below.

DATED this ___ day of _____, 2026 by Sarasota County, Florida.

SARASOTA COUNTY:

**BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY FLORIDA**

By: _____
Chair

ATTEST:

KAREN E. RUSHING, Clerk of the
Circuit Court and Ex-Officio Clerk to the
Board of County Commissioners of
Sarasota County, Florida

By: _____
Deputy Clerk