

This Document Prepared By and After Recording Return to:

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Recording Data Above

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT is made effective as of the ____ day of _____, 2019, by and between **SERED VENICE 41, LLC (“Grantor”)**, 4819 Wood Pointe Way, Sarasota, Florida 34233, and **CITY OF VENICE, FLORIDA (“Grantee”)**, 401 W. Venice Avenue, Venice, Florida 34285, establishes that:

WITNESSETH:

WHEREAS, Grantor is the owner of a parcel of real property located in Sarasota County, Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference (“Easement Property”);

WHEREAS, Grantee is municipal corporation accepting the rights granted herein on behalf of the public; and

WHEREAS, Grantor and Grantee desire to enter into this Declaration of Easement to establish certain easement rights and duties in favor of Grantee with respect to the Easement Property;

NOW, THEREFORE, in consideration of the above-stated premises and 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. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.
2. **Grant of Easement.** Grantor hereby grants, bargains, sells and conveys to Grantee, on behalf of the public, a non-exclusive, perpetual easement over, across and through the Easement Property for purposes of providing the public with ingress and egress for pedestrian and vehicular traffic over the Easement Property.
3. **Enforcement.** Any party hereto shall have the right to bring an action at law for damages and/or in equity for injunction in the event of a violation of the easement rights or restrictions contained herein and the prevailing party in any such action shall be entitled to

recover its attorneys' fees and costs incurred therein (including any attorneys' fees and costs incurred in any appellate proceeding brought hereunder). The failure to bring any such action or to correct any violation of the rights or restrictions contained herein shall not be deemed a waiver of the right to do so thereafter as to the same or any subsequent breach.

4. **Captions, Headings and Titles and Counterparts.** Section captions, headings and titles inserted throughout this Declaration of Easement are intended as a matter of convenience only, and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions of this Declaration of Easement.

5. **Effect.** The grant of easement and the related rights, limitations and conditions contained herein shall run with title to the affected lands, and the terms and provisions of this Declaration of Easement shall be binding upon and inure to the benefit of the parties hereto, their respective successors in interest and assigns. Wherever used herein the terms "Grantor" and "Grantee" shall include the heirs, legal representatives and assigns of individuals, and the successors or assigns of corporations. This Declaration of Easement is not intended to, and shall not be construed in such a manner as to limit or prohibit any additional development or use of any of the Easement Property, so long as such additional development or use is not inconsistent with the terms of this Declaration of Easement.

6. **Improvement and Maintenance.** Grantee shall not be permitted to construct any improvements within the Easement Area except with the express written consent of Grantor and under reasonable conditions requested as a precedent for such improvement. Grantee shall have no obligation to maintain the Easement Property.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement

Agreement effective as of the _____ day of _____, 2019.

Witnesses:

[Handwritten Signature]

(Signature)

J. Steven Southwell

(Printed Name)

[Handwritten Signature]

(Signature)

Sandra J. Moore

(Printed Name)

GRANTOR:

SERED VENICE 41, LLC

By:

[Handwritten Signature]

Christopher Kiritsis
Managing Member

STATE OF FLORIDA

COUNTY OF Hardee

The foregoing instrument was acknowledged before me this 19 day of April, 2019, by **Christopher Kiritsis** as **Managing Member** of SERED VENICE 41, LLC. He is personally known to me or has produced _____ as identification.

[Handwritten Signature]

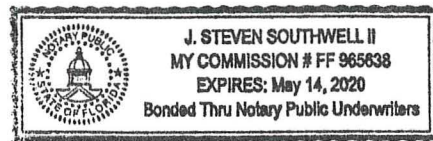
Print Name: _____

Notary Public, State of Florida

Serial No. _____

My Commission Expires: _____

[AFFIX NOTARY SEAL]



GRANTEE:

CITY OF VENICE, FLORIDA

ATTEST:

Lori Stelzer, MMC, City Clerk

John W. Holic, Mayor

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this ____ day of _____,
2019 by John W. Holic, Mayor of the **CITY OF VENICE, FLORIDA**, who is personally known to me.

Print Name: _____
Notary Public, State of Florida

[AFFIX NOTARY SEAL]

Serial No. _____
My Commission Expires: _____

EXHIBIT "A"

BEGINNING AT NORTHEAST CORNER OF LOT 37 OF BLOCK 67 OF VENICE GULF VIEW SECTION AS RECORDED IN PLAT BOOK 2 PAGES 77 AND 77A OF THE PUBLIC RECORDS OF SARASOTA COUNTY , FLORIDA, BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF TAMPA AVENUE, THENCE FROM SAID **POINT OF BEGINNING** RUN S00°36'01"W ALONG THE EAST LINE OF LOTS 33-37 OF SAID BLOCK 67 OF VENICE GULF VIEW, A DISTANCE OF 124.95 FEET TO THE SOUTHEAST CORNER OF THE LOT 33 OF SAID BLOCK 67; THENCE N43°14'05"W A DISTANCE OF 20.22 FEET; THENCE N00°36'01"E A DISTANCE OF 96.11 FEET TO THE POINT OF NON-TANGENT CURVATURE OF A 35.00 FEET RADIUS CURVE TO THE LEFT, TO WHICH THE RADIUS POINT LINE BEARS S89°47'35"W, BEING CONCAVE WESTERLY, HAVING A DELTA ANGLE OF 24°06'49", A CHORD BEARING AND LENGTH OF N12°15'50"W AND 14.62 FEET; THENCE RUN 14.73 FEET ALONG THE ARC OF SAID CURVE TO SAID SOUTH RIGHT-OF-WAY LINE; THENCE S89°24'13"E ALONG SAID SOUTH RIGHT OF WAY LINE OF TAMPA AVENUE A DISTANCE OF 17.26 FEET TO THE **POINT OF BEGINNING**.