

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

UTILITY EASEMENT AGREEMENT

This UTILITY EASEMENT (the "Agreement") is made this 10th day of October, 2022, by and between **WISDOM PROPERTIES, LLC**, a Florida Limited Liability Company, whose mailing address is: 2044 Constitution Blvd., Sarasota, Florida 34231 (hereinafter referred to as "**Grantor**"), and **CITY OF VENICE**, a Florida municipal corporation, whose mailing address is 401 W. Venice Avenue, Venice, Florida 34285 (hereinafter referred to as "**Grantee**"). Grantor and Grantee may herein be collectively referred to as the "Parties."

RECITALS

WHEREAS, Grantor owns certain real property located in the City of Venice, Sarasota County, Florida, as more particularly described in Exhibit "A" attached hereto (hereinafter referred to as the "**Grantor's Property**" and/or the "**Property**"); and,

WHEREAS, Grantor has conveyed a temporary construction and access easement to a third party (the "**TCE**") for the purpose of such third party's construction and installation of utility improvements on the Grantor's Property (the "**Improvements**"); and,

WHEREAS, pursuant to the TCE, the Improvements will be turned over to the Grantee in accordance with the City of Venice standard details and other requirements, as necessary; and,

WHEREAS, Grantee's conveyance of the utility easement under this Agreement (the "**Utility Easement**," as more specifically depicted in Exhibit "B" attached hereto) is necessitated by and part of the City of Venice utility turnover process for the Improvements; and,

WHEREAS, the purpose of the Utility Easement is to provide off-site property a temporary water connection and service on Grantor's Property until such time that the Grantee completes its Booster Pump Station project and is able to provide said off-site property with a permanent water connection and service; and,

WHEREAS, Grantee desires to retain the option to terminate the Utility Easement should the Improvements no longer be utilized for service in the future.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Recitals. The recitals set forth above are true and correct and incorporated herein by this reference.

2. Utility Easement Nature and Scope. The Utility Easement shall be a non-exclusive, easement on, over, under, across and through a portion of Grantor's Property, as more particularly described in Exhibit "B" attached hereto, for the purpose of providing City water and sewer services through the Improvements.

3. Conveyance of Utility Easement. In accordance with the recitals above and terms of the TCE referenced therein, Grantor hereby grants and conveys the Utility Easement to Grantee for its acceptance of the Improvements in accordance with and as part of the City of Venice utility turnover process, as well as its maintenance and service of same thereafter.

4. Grantee's Rights and Obligations. Grantee's right shall include, but not be limited to, the right for Grantee, its employees, contractors, sub-contractors, agents, successors, and assigns to enter upon said Utility Easement at all times and construct, lay, reconstruct, operate, maintain, inspect, remove, or repair all lines, mains, pipes, fixtures, ditches, accessories, and all appurtenances thereto.

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.

Grantee shall exercise reasonable care in its use and maintenance of the Improvements and the Utility Easement, and, if in the course of its work on or about the Utility Easement, Grantee damages or destroys any of Grantor's property, including without limitation the Utility Easement, or any improvements existing thereon, the Grantee at its sole cost and expense shall promptly repair or replace Grantor's property and improvements thereon, as applicable, such that it is in the same condition it was in immediately prior to such damage or destruction.

Should Grantor exercise its right and option to terminate the Utility Easement pursuant to Section 5 hereof, and thereby in accordance with same, should Grantee take any action or Grantor be directed by Grantee to take any action, that damages Grantor's Property in the process of terminating and abandoning the Utility Easement, then Grantee further agrees to, at its sole cost and expense, promptly repair or replace Grantor's property and improvements thereon, as applicable, such that it is in the same condition it was in immediately prior to such damage or destruction.

5. Termination of Utility Easement. Grantor reserves the right and option to terminate the Utility Easement upon such time that either: (a) the Improvements are no longer utilized; or, (b) the Improvements are still utilized but interfere with Grantor's development plans and use of the Property. Notwithstanding, in no event shall the Utility Easement be terminated before the City's Booster Pump Station project has been completed and is in operation.

To exercise its right to terminate, Grantor shall provide written notice to Grantee of its intent to terminate the Utility Easement and thereafter comply with the City of Venice requirements, as necessary, for terminating and abandoning a utility easement. Grantee agrees to deal in good faith and further agrees to not unduly interfere with Grantor's exercise of this right.

Following completion of any such necessary requirements, Grantor shall effectively terminate the Utility Easement upon recording a Notice of Termination of Utility Easement in the Public Records of Sarasota County, Florida.

6. Grantor's Ownership. Grantor covenants 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.

7. Notices. All notices shall be in writing and delivered by registered or certified mail, courier, or by Federal Express to the Parties at the addresses below:

To Grantor: Wisdom Properties, LLC
 2044 Constitution Blvd.
 Sarasota, Florida 34231

To Grantee: ATTN: City Manager
 City of Venice
 401 W. Venice Avenue
 Venice, FL 34285

8. Governing Law. This Agreement will be governed in accordance with Florida law. All suits or actions at law arising from the provisions, performance, or breach of this Agreement shall be brought, for State Court jurisdiction, in the Circuit Court for Sarasota County, Florida, South County Division, and for Federal Court jurisdiction, in the United States District Court for the Middle District of Florida, and no other jurisdictions.

9. Successors and Assigns. All rights and liabilities herein given to or imposed upon the respective parties hereto shall extend to and inure to the benefit of each respective parties' successors and assigns; and if more than one, shall all be bound jointly and severally by the terms, covenants and agreement herein contained.

10. Executed Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered, shall constitute an original, but all counterparts shall together constitute one and the same instrument.

11. Amendment. No amendment to this Agreement shall be effective unless it is in writing executed by the parties in the same manner as this Agreement.

12. Default. Upon the breach by either of the parties of any term or condition of this Agreement, and unless the breaching party is diligently pursuing a cure of said breach, upon the failure to cure same after thirty (30) days written notice from either party, then the non-defaulting party shall have the right to enforce same or to perform any such term or condition and recover the costs of same from the defaulting party.

13. Enforcement. In the event of a breach or default of this Agreement, the parties shall have all remedies available at law or equity, including but not limited to entitlement to an injunction or similar action in equity to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

1st Witness Ron W. Zeigler
Print Name: RON W. Zeigler

WISDOM PROPERTIES, LLC, a
Florida limited liability company

Robert Henry Robert Henry
2nd Witness
Print Name: Robert Henry

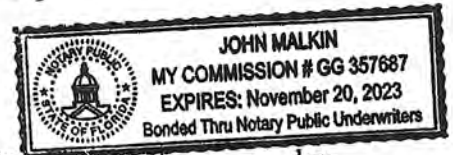
By: Ashley Barrett Bloom
Print Name: ASHLEY BARRETT BLOOM
Title: MANAGER / MANAGER

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of OCTOBER, 2022 by Ashley Bloom, as MANAGER of Wisdom Properties, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification and who did not take an oath.

[Signature]
Notary Public, State of FLORIDA
My Commission Expires:

ACCEPTANCE BY GRANTEE



The foregoing easement is accepted and agreed to by the City of Venice, Florida, this _____ day of _____, 20____.

_____, Mayor

ATTEST:

Kelly Michaels, City Clerk

EXHIBIT "A"

Legal Description of Grantor's Property

Parcel Identification Number: 0366130002

Tract 14 and Tract 17, TOSCANA ISLES, according to the map or plat thereof as recorded in Plat Book 48, Page 6, Public Records of Sarasota County, Florida.

EXHIBIT "B"

Legal Description and Sketch of Utility Easement

Description Sketch

(Not A Survey)

DESCRIPTION:

A parcel of land lying and being in Section 22, Township 38 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:


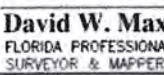

Commence at the Southwest corner of said Section 22; thence N 00°29'32" W., along the West line of said Section 22, a distance of 1341.38 feet; thence S 89°41'43" E, a distance of 52.40 feet to the **POINT OF BEGINNING**; thence S 89°41'43" E, a distance of 348.16 feet; thence S 00°18'17" W, a distance of 187.60 feet; thence N 89°41'43" W, a distance of 10.00 feet; thence N 00°18'17" E, a distance of 177.60 feet; thence N 89°41'43" W, a distance of 338.02 feet; thence N 00°18'17" E, a distance of 10.00 feet to the **POINT OF BEGINNING**.

Containing 0.121 acres, more or less.

SURVEYOR'S NOTES:

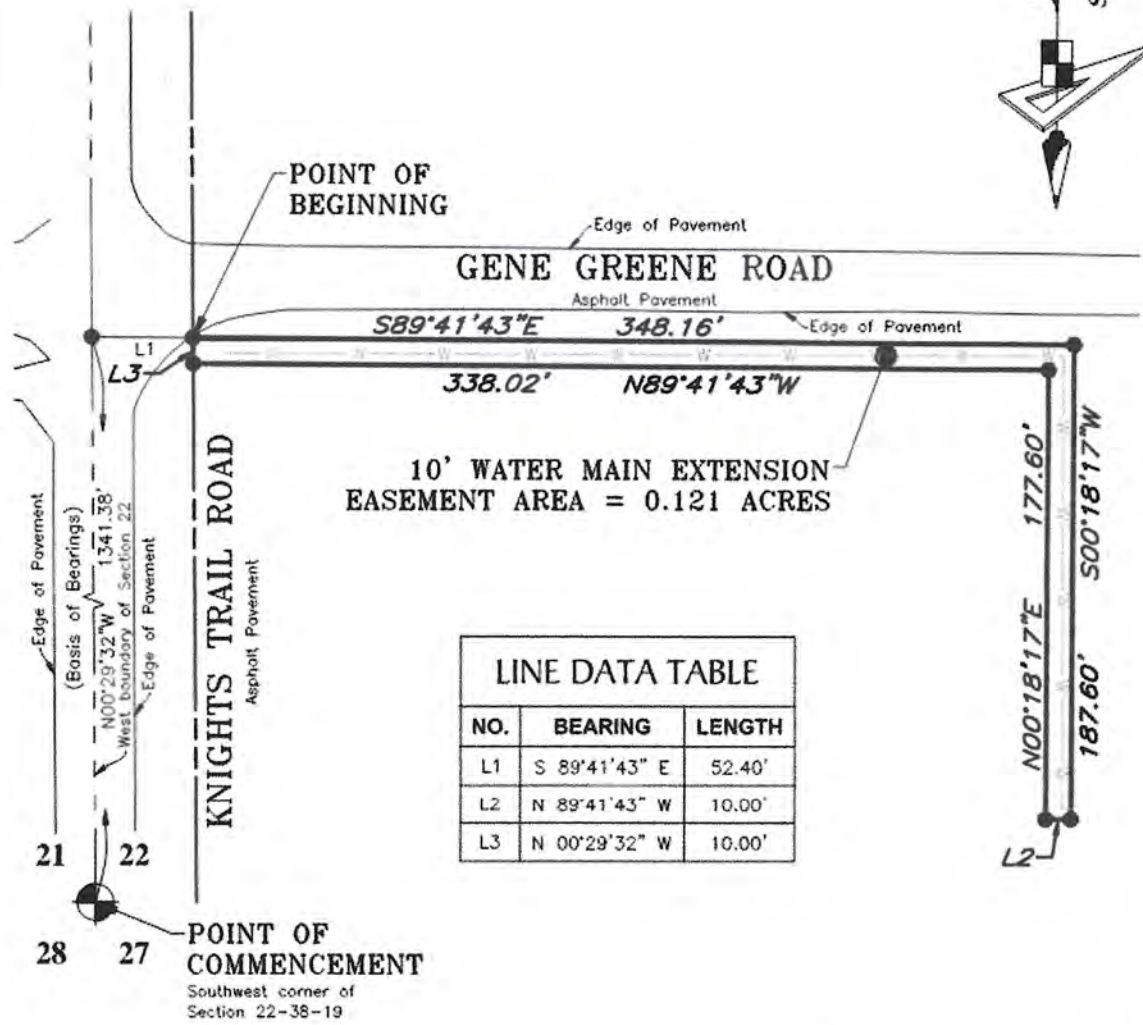
1. Bearings shown hereon are based on the West Boundary Line of Section 22, Township 38 South, Range 19 East, Sarasota County, Florida, having a Grid bearing of N.00°29'32"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida.

SEE SHEET NO. 2 FOR SKETCH, LINE AND CURVE TABLE.

PROJECT: Rustic Road			Prepared For: MERITAGE HOMES		
PHASE: 10' Utility Easements Description Sketch			 Digitally signed by David W. Maxwell Date: 2022.10.06 14:24:13 -04'00'	213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No. LB 7768	
DRAWN: LAT	DATE: 10/04/22	CHECKED BY: DWM			
REVISIONS			 David W. Maxwell FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS7311		
DATE	DESCRIPTION	DRAWN BY			
FILE PATH: P:\RANCH ROAD\DESCRIPTION\RUSTIC ROAD-TEMP WM EXTENSION PERMIT EASEMENT-DS DWG			 GeoPoint Surveying, Inc.		
LAST SAVED BY: LOUIST			01 of 02		

Description Sketch

(Not A Survey)



**10' WATER MAIN EXTENSION
EASEMENT AREA = 0.121 ACRES**

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S 89°41'43" E	52.40'
L2	N 89°41'43" W	10.00'
L3	N 00°29'32" W	10.00'

NOTE:
SEE SHEET NO. 1 FOR DESCRIPTION & SURVEYOR'S NOTES

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: 18 7768

GeoPoint

Surveying, Inc.