

SHARED PARKING AGREEMENT

This Shared Parking Agreement (“Agreement”) is made and entered between Sarasota County, a political subdivision of the State of Florida (the “County”), and the City of Venice, Florida, a municipal corporation of the State of Florida (the “City”)(Collectively the City and County may be referred to as the “Parties”).

WITNESSETH:

Whereas, the County leases land from the City (hereinafter referred to as the “Library site”) that is more particularly described in Exhibit A, attached hereto and incorporated herein by reference, which has been and will continue to be used under the terms of such lease for the operation of a County library; and

Whereas, due to environmental conditions, the County temporarily relocated library services to an alternative site leased from the City while efforts were undertaken to design and permit the construction of a new replacement Library building on the Library site; and

Whereas, the replacement Library building will be approximately the same size as the previous Library building; and

Whereas, the Library site is located adjacent to other City owned land upon that is used for the Venice Community Center, which is operated by the County under the terms of an Inter-local Agreement with the City; and

Whereas, the County owns a parcel of land (hereinafter referred to as the “County lot”) that is more particularly described in Exhibit B, attached hereto and incorporated herein by reference, which contains a parking lot that is located across the street from the Library site; and

Whereas, the uses of the Venice Community Center and the Library are exceptionally compatible and provide a synergy of significant community activity that enhances the welfare of the City, the County, and the general public; and

Whereas, the Venice Community Center and the Library have long functioned through shared access points and shared parking facilities; and

Whereas, the County proposes to make improvements to the access points and parking facilities at no cost to the City for the mutual benefit of the City and the County; and

Whereas, the Parties wish to enter into this agreement to confirm their mutual dedication to the sharing of access points and parking facilities for the betterment of the Venice Community Center and the Library,

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth below, the City and County hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby confirmed as true and incorporated herein by reference.
2. Term. This Agreement shall become effective upon execution by both the City and the County and shall continue so long as the County operates a library on the Library site.
3. Improvement to the City Lot. As part of the construction of the replacement Library and at no cost to the City, the County will construct improvements to a portion of the parking lot of the Venice Community Center (hereinafter referred to as the “City Lot”) as generally depicted on the County’s site and development submittal for the replacement Library building on the Library site, which is attached hereto and incorporated herein by reference as Exhibit C.
4. Reciprocal License for Parking in the City and County Lots. During the term of this Agreement, each Party hereby provides the other Party with a non-exclusive license to the use of the respective City or County Lot for parking. The City and County agree that neither Party will displace any parking provided under the term of this Agreement without the express written consent of the other Party.
5. Development Approvals. Nothing in this Agreement is intended to convey any development approvals to the County for the work described herein although the Parties do agree to work cooperatively during the development review process and to expedite their respective roles in that process.
6. Sovereign Immunity. Nothing in this Agreement shall be construed as any waiver of sovereign immunity by either the City or the County.
7. Claims. Each party will continue to be responsible for the defense of any claims made against such party. Notwithstanding the foregoing, each party agrees to work cooperatively to timely provide notice of any claims received for any injuries or damages associated with the City and County Lots covered under this Agreement.
8. Effect on Prior Agreements. Nothing in this Agreement is intended to alter or displace the rights and responsibilities of the Parties under any other existing agreements and each party will continue to be responsible for their respective obligations under such prior agreements.
9. Dispute Resolution. In the event of a dispute between the City and County under this Agreement, designated representatives of the City Manager and the County Administrator 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. The decision of the City Manager and County Administrator regarding the dispute shall be final. In the event the City Manager and County Administrator are unable to agree, the matter shall be referred to the County Commission and City Council to be resolved in a joint meeting. In the event the matter is not resolved as a result of the joint meeting, either party may file an action in circuit court. This process shall substitute for the dispute resolution process set forth in Chapter 164 of the Florida Statutes.

10. No Third Party Beneficiaries. This Agreement is solely for the benefit of the named Parties only and is not intended nor shall this Agreement be construed to grant any rights, privileges, interest or cause of action to any third party.
11. Amendment of the Agreement. This Agreement may be amended only by the mutual consent of the parties, and in the same manner as the original adoption of this Agreement.
12. Agreement to be Recorded. The County will be responsible for recording this Agreement with the Clerk of the Circuit Court in the Official Records of Sarasota County.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the CITY OF VENICE, FLORIDA, has caused this Agreement to be executed by its Mayor and affixed its official seal, attested to by its Clerk, pursuant to the authorization of the Venice City Council, and SARASOTA COUNTY, FLORIDA, has caused this Agreement to be executed by its Chair and affixed its official seal, attested to by its Clerk, pursuant to the authorization of its Board of County Commissioners, on the day and year indicated below.

CITY OF VENICE, FLORIDA

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

By: John Holic, Mayor

By: Paul Caragiulo, Chair

Date: _____

Date: _____

ATTEST:

ATTEST:

City Clerk

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

By: _____
Deputy Clerk

Approved as to form and correctness:

Approved as to form and correctness:

City Attorney

County Attorney

Exhibit A

Description of Library Site

The Northerly 250.00 feet of the Easterly 250.00 feet of Block 88-A RESERVED, VENEZIA PARK SECTION OF VENICE, according to the plat thereof recorded in Plat Book 2, Page 168 of the Public Records of Sarasota County, Florida, located at the corner of Milan Avenue and Nokomis Avenue according to said plat.

Exhibit B

Description of County Lot

Lots 22, 23, and 24, Block 86, VENEZIA PARK SECTION OF VENICE, according to the plat thereof, recorded in Plat Book 2, Page 168 of the Public Records of Sarasota County, Florida

Exhibit C

Description of the City Lot

Sketch and Description:

THIS IS NOT A SURVEY
EXHIBIT "C"

Legal Description:

A PORTION OF LOTS 88-A RESERVED, 91-A RESERVED AND A PORTION OF THE VACATED RIGHT OF WAY OF RIVIERA STREET PER INSTRUMENT #2016143527, VENEZIA PARK SECTION OF VENICE AS RECORDED IN PLAT BOOK 2, PAGE 168 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 91-A RESERVED ACCORDING TO VENEZIA PARK SECTION OF VENICE AS RECORDED IN PLAT BOOK 2, PAGE 168 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, SAID POINT LYING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF MILAN AVENUE AND THE EAST RIGHT OF WAY LINE OF NASSAU STREET; THENCE RUN S 89°34'14" E ALONG SAID SOUTH RIGHT OF WAY LINE OF MILAN AVENUE, A DISTANCE OF 280.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 89°34'14" E ALONG SAID SOUTH LINE, A DISTANCE OF 154.06 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S 00°25'46" W, A DISTANCE OF 250.00 FEET; THENCE RUN S 89°34'14" E, A DISTANCE OF 250.00 FEET TO A POINT LYING ON THE WEST RIGHT OF WAY LINE OF NOKOMIS AVENUE; THENCE RUN S 00°25'46" W ALONG SAID WEST LINE, A DISTANCE OF 143.59 FEET; THENCE DEPARTING SAID WEST LINE RUN N 90°00'00" W, A DISTANCE OF 5.14 FEET; THENCE RUN N 00°00'00" E, A DISTANCE OF 4.64 FEET; THENCE RUN N 90°00'00" W, A DISTANCE OF 240.38 FEET; THENCE RUN S 44°46'20" W, A DISTANCE OF 30.81 FEET; THENCE RUN N 90°00'00" W, A DISTANCE OF 9.71 FEET; THENCE RUN N 00°00'00" W, A DISTANCE OF 138.48 FEET; THENCE RUN N 90°00'00" W, A DISTANCE OF 43.87 FEET; THENCE RUN N 00°00'00" E, A DISTANCE OF 26.91 FEET; THENCE RUN N 90°00'00" W, A DISTANCE OF 21.48 FEET; THENCE RUN N 00°25'31" E, A DISTANCE OF 7.06 FEET; THENCE RUN N 51°14'37" E, A DISTANCE OF 1.45 FEET; THENCE RUN N 35°21'00" W, A DISTANCE OF 9.30 FEET; THENCE RUN S 89°54'20" W, A DISTANCE OF 41.59 FEET; THENCE RUN N 00°46'44" E, A DISTANCE OF 4.66 FEET; THENCE RUN N 89°15'57" W, A DISTANCE OF 13.10 FEET; THENCE RUN N 00°00'00" E, A DISTANCE OF 228.14 FEET TO A POINT LYING ON THE AFORESAID SOUTH RIGHT OF WAY LINE OF MILAN AVENUE AND THE POINT OF BEGINNING.

ENCOMPASSING 77,565 SQUARE FEET OR 1.78 ACRES MORE OR LESS.

Abbreviation Legend:


(A) -- ACTUAL	Δ -- DELTA	GOVT -- GOVERNMENT	PC -- POINT OF CURVATURE	R19E -- RANGE 19 EAST
APPROX -- APPROXIMATE	(D) -- DEED	IP -- IRON PIPE	PCC -- POINT OF COMPOUND CURVATURE	R -- RADIUS
AVG -- AVERAGE	(DE) -- DEED EXCEPTION	IR -- IRON ROD	PG -- PERMANENT CONTROL POINT	RAD -- RADIAL
(BB) -- BEARING BASIS	DEPT -- DEPARTMENT	IR&C -- IRON REBAR & CAP	PGS -- PAGE	REC -- RECOVERED
BLDG -- BUILDING	D/U -- DRAINAGE AND UTILITY	LB# -- LICENSED BUSINESS NUMBER	PI -- POINT OF INTERSECTION	REV -- REVISION
BM -- BENCH MARK	ELEV -- ELEVATION	(M) -- MEASURED	POB -- POINT OF BEGINNING	RP -- RADIUS POINT
(C) -- CALCULATED	EOP -- EDGE OF PAVEMENT	N & D -- NAIL AND DISK	POC -- POINT OF COMMENCEMENT	R/W -- RIGHT-OF-WAY
C -- CHORD	ESMT -- EASEMENT	NR -- NON-RADIAL	POL -- POINT ON LINE	SEC 7 -- SECTION 7
CB -- CHORD BEARING	FDOT -- FLORIDA DEPARTMENT OF TRANSPORTATION	NSI -- NO SURVEYOR IDENTIFICATION	PRC -- POINT OF REVERSE CURVATURE	SO -- SQUARE
CCR # -- CERTIFIED CORNER RECORD NUMBER	FF -- FINISH FLOOR	NT -- NON-TANGENT	PRM -- PERMANENT REFERENCE MONUMENT	SO FT -- SQUARE FEET;
C/L -- CENTERLINE	FND -- FOUND	OR -- OFFICIAL RECORDS	PT -- POINT OF TANGENCY	TB -- TANGENT BEARING
CM -- CONCRETE MONUMENT	FP&L -- FLORIDA POWER AND LIGHT	ORB -- OFFICIAL RECORDS BOOK	FEC -- FLORIDA EAST COAST RAILWAY	T39S -- TOWNSHIP 39 SOUTH
CONC -- CONCRETE	(G) -- GRID (STATE PLANE)	PB -- PLAT BOOK		(TYP) -- TYPICAL
COR -- CORNER		FS -- FLORIDA STATUTE		UE -- UTILITY EASEMENT
				W/ -- WITH

Surveyor's Notes:

- "SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
- "ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES."
- BEARINGS SHOWN HEREON ARE RELATIVE TO A LINE BETWEEN TWO FLORIDA DEPARTMENT OF TRANSPORTATION PUBLISHED BENCHMARKS WITH PID NUMBERS BM 15 AND BM 222, LINE BEARING N 05°07'15" W. (SEE SHEET 3 OF 3)
- THE "LEGAL DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR PER THE CLIENT'S REQUEST.
- THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS NOTED.
- THIS IS NOT A BOUNDARY SURVEY. THIS SKETCH AND DESCRIPTION WAS PREPARED FROM INFORMATION FURNISHED TO THE SURVEYOR, NO FIELD SURVEY WAS PERFORMED TO DEFINE OWNERSHIP.

Surveyor's Certification:

I hereby certify that the attached "Sketch and Description" of the hereon-described property is true and correct to the best of my knowledge, information and belief as prepared under my direction on April 11, 2017. I further certify that this "Sketch and Description" meets the standards of practice set forth in Rule Chapter 5J-17 of the Florida Administrative Code, pursuant to FS 472.027.

For the Firm By:  APR 17 2017
Thomas J. Galloway
Professional Surveyor and Mapper
Florida Registration No. 6549

TITLE BLOCK ABBREVIATIONS	
Eng. = ENGINEERING	L.B. = LICENSED BUSINESS
C.O.A. = CERTIFICATE OF AUTHORIZATION	Arch. = ARCHITECTURAL
Landscp. = LANDSCAPE	N/A = NOT APPLICABLE Lic. = LICENSED
No. = NUMBER	P.O. = POST OFFICE © = COPYRIGHT

NOT VALID WITHOUT
SHEETS 1 THROUGH 3 OF 3.

Date: 04/11/17	Job No. S29701
Drawn by: RDB	File: EASEMENT SOD.DWG
Scale: N/A	


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500 W. Fulton St. ~ Sanford, Fl. 32771 ~ Ph: 407.322.6841

Prepared By:
CPH, Inc.
Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA2600926
Lndscp. Lic. No. LC0000298

CITY PARKING LOT
SECTION 7-TOWNSHIP 39 SOUTH-RANGE 19 EAST
SARASOTA COUNTY, FLORIDA

SKETCH AND DESCRIPTION

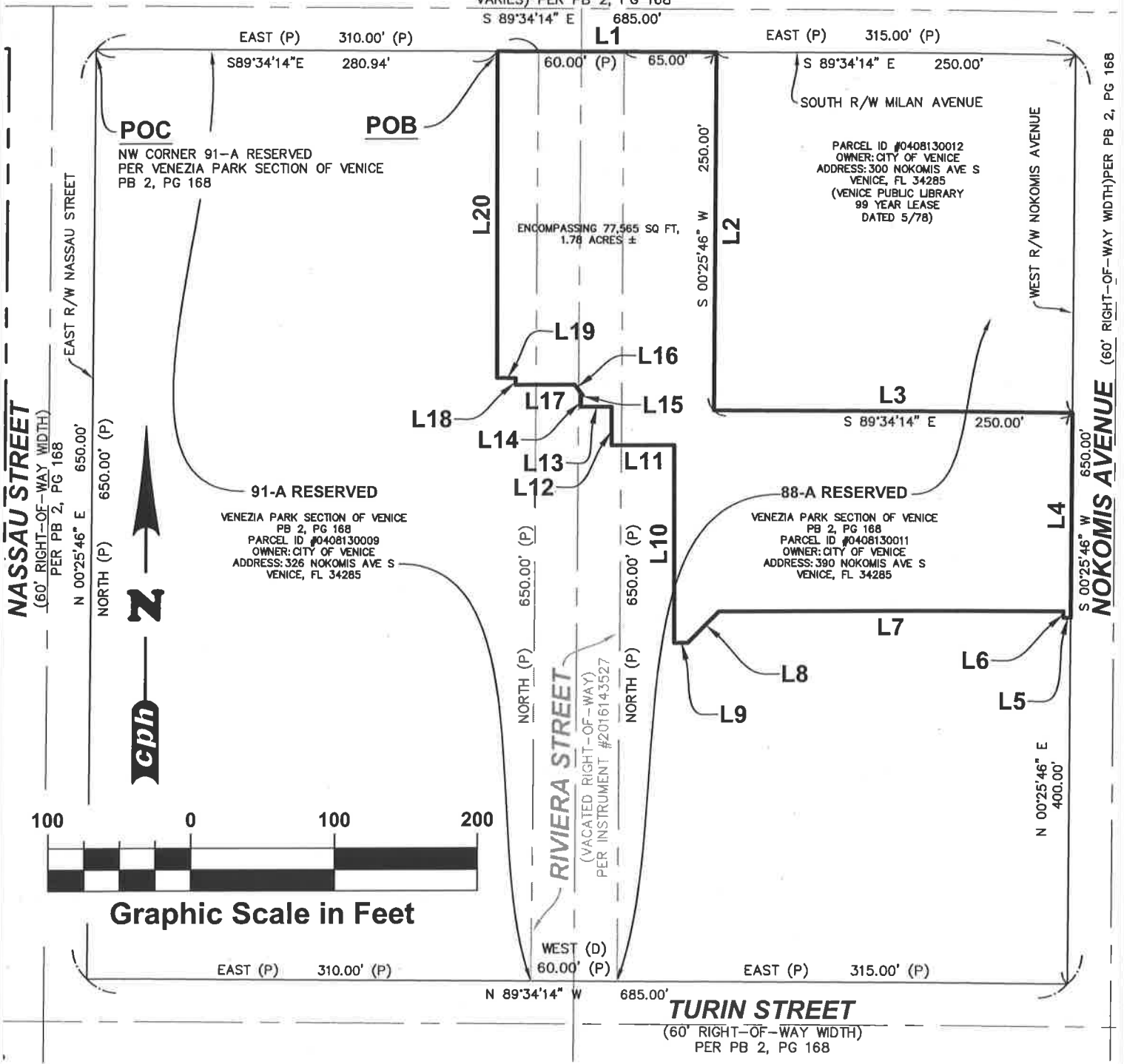
Sheet
1
1 of 3
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Sketch and Description:

THIS IS NOT A SURVEY
EXHIBIT "C"

MILAN STREET (P)(RIGHT-OF-WAY WIDTH
VARIES) PER PB 2, PG 168

MILAN AVENUE



NASSAU STREET
(60' RIGHT-OF-WAY WIDTH)
PER PB 2, PG 168

EAST R/W NASSAU STREET

N 00°25'46" E 650.00' (P)



RIVIERA STREET
(VACATED RIGHT-OF-WAY)
PER INSTRUMENT #2016143527

NORTH (P) 650.00' (P)

NORTH (P) 650.00' (P)

NOKOMIS AVENUE
(60' RIGHT-OF-WAY WIDTH) PER PB 2, PG 168

S 00°25'46" W 650.00'

N 00°25'46" E
400.00'

TURIN STREET
(60' RIGHT-OF-WAY WIDTH)
PER PB 2, PG 168

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SHEETS 1 THROUGH 3 OF 3.**

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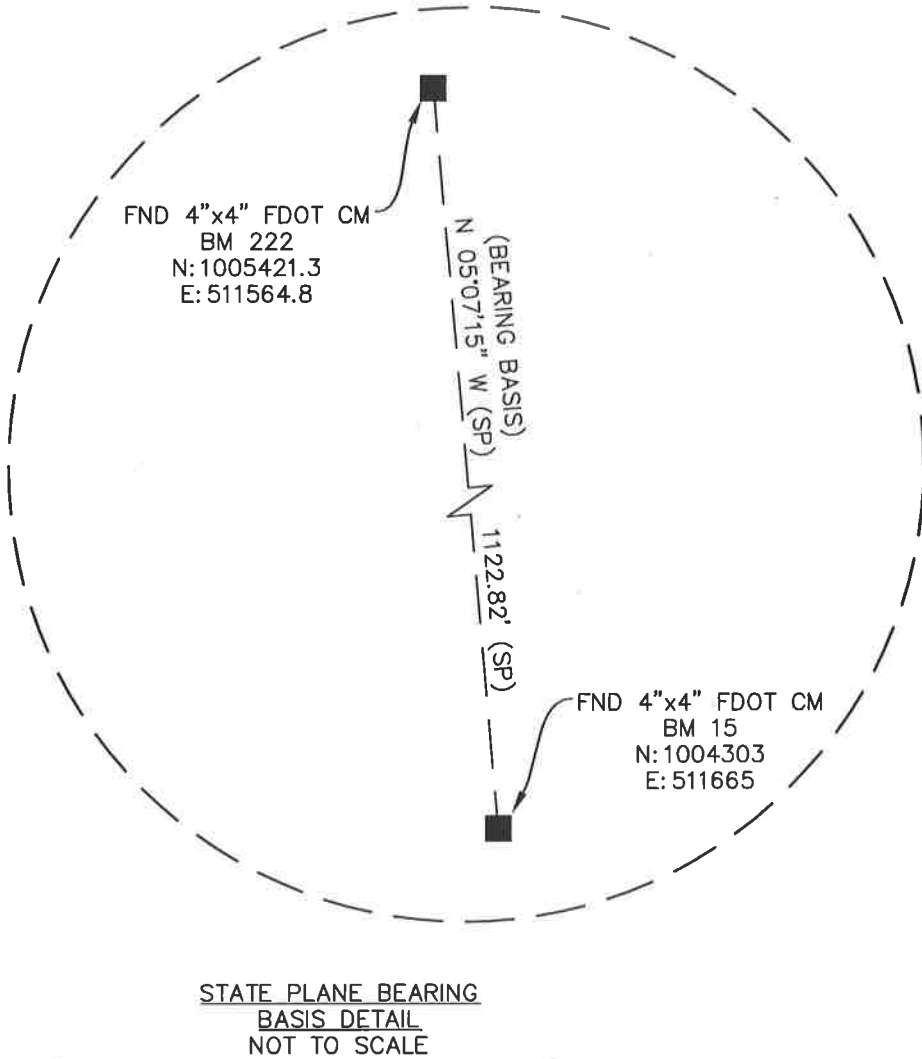
CITY PARKING LOT
SECTION 7-TOWNSHIP 39 SOUTH-RANGE 19 EAST
SARASOTA COUNTY, FLORIDA

SKETCH AND DESCRIPTION

Sheet
2
2 of 3
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Sketch and Description:

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LINE TABLE		
LINE	BEARING	LENGTH
L1	S 89°34'14" E	154.06'
L2	S 00°25'46" W	250.00'
L3	S 89°34'14" E	250.00'
L4	S 00°25'46" W	143.59'
L5	N 90°00'00" W	5.14'
L6	N 00°00'00" E	4.64'
L7	N 90°00'00" W	240.38'
L8	S 44°46'20" W	30.81'
L9	N 90°00'00" W	9.71'
L10	N 00°00'00" W	138.48'
L11	N 90°00'00" W	43.87'
L12	N 00°00'00" E	26.91'
L13	N 90°00'00" W	21.48'
L14	N 00°25'31" E	7.06'
L15	N 51°14'37" E	1.45'
L16	N 35°21'00" W	9.30'
L17	S 89°54'20" W	41.59'
L18	N 00°46'44" E	4.66'
L19	N 89°15'57" W	13.10'
L20	N 00°00'00" E	228.14'

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SHEETS 1 THROUGH 3 OF 3.**

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 SECTION 7-TOWNSHIP 39 SOUTH-RANGE 19 EAST
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SKETCH AND DESCRIPTION

Sheet
3
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