

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
USE AND OCCUPANCY AGREEMENT

ITEM/SEGMENT NO.: 1980051
MANAGING DISTRICT: One
F.A.P. NO.: 0423 005 U
STATE ROAD NO.: SR 45 (US 41)
COUNTY: Sarasota
PARCEL NO.: Excess Parcel 7168

THIS AGREEMENT, made this _____ day of _____, between
City of Venice, Florida at 401 W. Venice Ave., Venice, FL. 34285
(Lessee) and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (Department), an agency of the State of Florida (State).

WITNESSETH:

WHEREAS, the Department may convey a leasehold in the name of the State, in any land, buildings, or other property, real or personal, acquired under Section 337.25, Florida Statutes; and

WHEREAS, the United States Department of Transportation, Federal Highway Administration (FHWA), requires any use of airspace above, and/or below the highway's established gradeline, lying within the approved right of way limits on a Federal Aid System, to be accomplished pursuant to a right of way use and occupancy agreement in accordance with 23 CFR, Part 710, and

WHEREAS, the Department has acquired sufficient legal right, title, and interest in the right of way of Hatchett Creek Bridge SR 45 (US 41) which includes the property described in Exhibit "A" attached hereto and made a part hereof, which right of way is part of a highway on a Federal Aid System; and

WHEREAS, the Department desires to lease to Lessee the airspace which is that space located above and/or below the gradeline of the property described in Exhibit "A", attached and such airspace is hereinafter referred to as the "real property interest" or the "leased property" and made a part hereof for the following purpose: public parking under the Hatchett Creek (KMI) Bridge. as per the plan described in Exhibit "B", attached and incorporated by reference.

WHEREAS, the proposed use will not impair the full use and safety of the highway, require or permit vehicular access to such space directly from the established gradeline of said highway, or interfere with the free flow of traffic on said highway.

NOW, THEREFORE, in consideration of the premises made a part hereof, and the covenants, promises, understandings, and agreements made by each party to the other as set forth herein, the Department and the Lessee do hereby mutually agree as follows:

1. Premises

The premises hereto are true and correct and form an integral part of this Agreement.

2. Term

The Department does hereby lease unto Lessee the real property interest for a period of Fifty (50) Years beginning with the date of this Agreement. One renewal of this Agreement may be made for Fifty (50) Years. However, except for a public purpose conveyance, such renewal may not exceed five years. Nothing herein shall be construed to in any way grant an interest in the property lying below said airspace.

3. Rent

a. Lessee shall pay to the Department as rent each month quarter year on or before the first day of each rent payment period, N/A plus applicable sales tax. When this Agreement is terminated, any unearned rent and sales tax payment shall be refunded to Lessee. However, no such refund shall be made where termination is due to Lessee's violation of a term or condition of this Agreement.

b. The Department reserves the right to review and adjust the rental fee biannually and at renewal to reflect market conditions.

c. All rental payments are to be made by check or money order, payable to the State of Florida Department of Transportation and delivered on or before the due date to: N/A - Public Purpose

d. Lessee shall be responsible for all state, county, city, and local taxes that may be assessed, including real property taxes and special assessments. In the event that no rent is specified herein, then it has been determined that either the use by Lessee is a nonproprietary use by a governmental agency or an exception from the current fair market rental value requirement (23 U.S.C. Section 156) has been obtained for social, environmental, or economic mitigation (SEE) purposes. In the event that it should be determined at any time that the use is not a nonproprietary use by a governmental agency or that the SEE exception does not apply or has been revoked, Lessee agrees to pay, at that time, rent as determined to be the fair market rental value by an independent appraiser certified by the Department, and Lessee further agrees to pay such rent, under the remaining terms and conditions of this Paragraph 3, for the remaining term (including renewals) of this Agreement.

e. Any installment of rent not received within ten (10) days after the due date shall bear interest at the highest rate allowed by law from the due date thereof, per Section 55.03(1), Florida Statutes. This provision shall not obligate the Department to accept late rent payments or provide Lessee a grace period.

4. Use, Occupancy, and Maintenance

a. The Lessee shall be responsible for developing and operating the real property interest as set forth herein.

b. The Lessee's proposed use of the real property interest is as follows: public parking under
the Hatchett Creek (KMI) Bridge.

c. The general design for the use of the real property interest, including any facilities to be constructed, and the maps, plans, and sketches setting out the pertinent features of the use of the real property interest in relation to the highway facility are set forth in composite Exhibit "B" attached hereto and by this reference made a part hereof. In addition, said composite Exhibit "B" also contains a three-dimensional description of the space to be used, unless the use is of a surface area beneath an elevated highway structure or adjacent to a highway roadway for recreation, public park, beautification, parking of motor vehicles, public mass transit facilities, or other similar uses, in which case, a metes and bounds description of the surface area, together with appropriate plans or cross sections clearly defining the vertical use limits, may be substituted for said three-dimensional description in said composite Exhibit "B".

d. Any change in the authorized use of the real property interest or revision in the design or construction of the facility described in Exhibit "B" shall require prior written approval from the appropriate District Secretary of the Department, subject to concurrence by the FHWA.

e. The Department, through its duly authorized representatives, employees, and contractors, and any authorized FHWA representative, may enter the facility at any time for the purpose of inspection, maintenance, or reconstruction of the highway and adjacent facilities, when necessary; or for the purpose of surveying, drilling, monitoring well installations, sampling, remediation, and any other action which is reasonable and necessary to conduct an environmental assessment or to abate an environmental hazard.

f. Lessee, at Lessee's sole cost and expense, shall maintain the facility to occupy the real property interest so as to assure that the structures and the area within the highway right of way boundaries will be kept in good condition, both as to safety and appearance. Such maintenance will be accomplished in a manner so as to cause no unreasonable interference with the highway use. Lessee shall ensure vertical and horizontal access to the Department for maintenance purposes. In the event that Lessee fails to so maintain the facility, the Department, through its duly authorized representatives, employees, and contractors, may enter the facility to perform such work, and the cost thereof shall be chargeable to the Lessee and shall be immediately due and payable to the Department upon the performance of such work.

g. Portable or temporary advertising signs are prohibited.

h. The design, occupancy, and use of the real property interest shall not adversely affect the use, safety, appearance, or enjoyment of the highway by lights, sounds, wireless frequencies, smoke, fumes, vapors, odors, droppings, or any other objectionable discharges, or emissions, or nuisances of any kind therefrom.

i. When, for the proposed use of the real property interest, the highway requires additional highway facilities for the proper operation and maintenance of the highway, such facilities shall be provided by the Lessee without cost to either the Department or the FHWA and subject to both Department and FHWA approval.

j. The proposed use shall not cause or allow any changes in the existing drainage on the property under the real property interest.

k. Lessee shall not occupy, use, permit, or suffer the real property interest, the property, the facility, or any part thereof to be occupied or used for any illegal business use or purpose, for the manufacture or storage of flammable, explosive, or hazardous material, or any other hazardous activity, or in such manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any present or future federal, state, or local laws, orders, directions, ordinances, or regulations.

l. Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials affecting the property is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Department. Similarly, if any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the real property interest under lease, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Department from any claim, loss, damage, cost, charge, or expense arising out of any such contamination.

m. Existing utilities and all corresponding easements shall remain in place and Lessee shall not disturb or interfere with the same.

5. Indemnification. (select applicable paragraph)

Lessee is a Governmental Agency

To the extent provided by law, Lessee shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its officers, agents, or employees, during the performance of the Agreement, except that neither Lessee, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by Lessee in the performance of services required under this Agreement, the Department will immediately forward the claim to Lessee. Lessee and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of Lessee in the defense of the claim or to require that Lessee defend the Department in such claim as described in this section. The Department's failure to promptly notify Lessee of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Lessee. The Department and Lessee will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any.

Lessee is not a Governmental Agency

Lessee shall indemnify, defend, save, and hold harmless the Department, its agents, officers, and employees, from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including attorney's fees (including regulatory and appellate fees), arising out of or because of any acts, action, neglect, or omission by Lessee, or due to any accident, happening, or occurrence on the leased property or arising in any manner from the exercise or attempted exercise of Lessee's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the Department.

Lessee's obligation to indemnify, defend, and pay for the defense or at the Department's option, to participate, and to associate with the Department in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Lessor's notice of claim for indemnification to Lessee. Lessee's inability to evaluate liability or its evaluation of liability shall not excuse Lessee's duty to defend and indemnify within seven days after such notice by the Department is given by registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Department solely negligent shall excuse performance of this provision by Lessee. Lessee shall pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify Lessee of a claim shall not release Lessee of the above duty to defend.

6. Insurance. Lessee at its expense, shall maintain at all times during the term of this Agreement, public liability insurance protecting the Department, FHWA, and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the land arising out of the act, negligence, omission, nonfeasance, or malfeasance of Lessee, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than self insured _____ (\$ _____) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than self insured _____ (\$ _____) for property damage, or a combined coverage of not less than self insured _____ (\$ _____). All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified

unless the Department is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide the Department certificates showing such insurance to be in place and showing the Department and FHWA as additional insured under the policies. If self-insured or under a risk management program, Lessee represents that such minimum coverage for liability will be provided for the property.

7. Termination

a. This Agreement may be terminated by either party without cause upon ninety (90) days prior written notice to the other party.

b. It is understood and agreed to by the Lessee that the Department reserves the right to terminate this Agreement immediately without prior notice, in the event the Lessee violates any of the conditions of this Agreement and such violation is not corrected within a reasonable time after written notice of noncompliance has been given. In the event the Agreement is terminated and the Department deems it necessary to request the removal of the facility on the property, the removal shall be accomplished by the Lessee in a manner prescribed by the Department at no cost to the Department or the FHWA.

c. The Lessee must notify the Department of its intention to renew this Agreement not later than thirty (30) days prior to the expiration of the original term. Lessee's failure to comply with the foregoing notice provision may result in the Department's refusal to renew the Agreement.

d. Upon termination of this Agreement, Lessee shall deliver the property to the Department, or its agents, in the condition existing at the commencement of this Agreement, normal wear and tear excepted, unless a facility, any improvement, or any part thereof has been constructed on the property.

e. If removal of the facility, improvements, or any part thereof is requested by the Department, any such structures shall be removed by the Lessee at Lessee's expense by midnight of the day of termination of this Agreement and the property restored as nearly as practicable.

f. This Agreement is terminable by the Department in the event that the facility ceases to be used for its intended purpose, is abandoned, or if use of the facility is required by the Department for transportation, maintenance or emergency purposes.

8. Eminent Domain

Lessee acknowledges and agrees that its relationship with the Department under this Agreement is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Agreement. Termination of this Agreement for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Agreement, including any residual interest in the Agreement or any other facts or circumstances arising out of or in connection with this Agreement.

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including special damages, severance damages, removal costs, or loss of business profits, resulting from Lessee's loss of occupancy of the property specified in this Agreement, or any such rights, claims, or damages flowing from adjacent properties owned or leased by Lessee as a result of Lessee's loss of occupancy of the property specified in this Agreement. Lessee also hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort as set out above, as a result of Lessee's loss of occupancy of the property, when any or all adjacent properties owned or leased by Lessee are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether this Agreement is still in existence on the date of taking or sale or has been terminated prior thereto.

9. Miscellaneous

a. The real property interest and Lessee's rights under this Agreement shall not be transferred, assigned, pledged or conveyed to another party without the prior written consent of the Department, subject to concurrence by the FHWA. Lessee shall not allow any liens or other encumbrances to attach to the leased property.

b. In conformance with the Civil Rights Act of 1964 (Title VI, Appendix "C") and 49 CFR Part 21, Lessee agrees as follows:

1. That as a part of the consideration hereof, Lessee does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said property and facility; (2) that in connection with the construction of any improvements on said property and facility and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors; and (3) that the Lessee shall use the property and facility in compliance with all other requirements imposed pursuant to 49 CFR part 21..

2. That in the event of breach of any of the above covenants, the Department shall have the right to terminate this Agreement and to re-enter and repossess said property and the facility thereon, and hold the same as if this Agreement had never been made or issued.

c. During the term of this Agreement Lessee shall, at Lessee's own cost and expense, promptly observe and comply with all present or future laws, requirements, orders, directions, ordinances, and regulations of the United States of America, the State of Florida, county or local governments, or other lawful authority whatsoever, affecting the land, property, and facility or appurtenances or any part thereof, and of all insurance policies covering the property, land, and facility, or any part thereof.

d. In addition to or in lieu of the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be a part hereof is hereby incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.

e. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

f. Lessee acknowledges that it has reviewed this Agreement, is familiar with its terms, and has had adequate opportunity to review this Agreement with legal counsel of Lessee's choosing. Lessee has entered into this Agreement freely and voluntarily. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and any previous owner of the property and landlord of Lessee are merged in this Agreement, which alone, fully and completely express the agreement between Lessee and the Department with respect to the subject matter hereof. No modification, waiver, or amendment of this Agreement or any of its conditions or provisions shall be binding upon the Department or Lessee unless in writing and signed by both parties.

g. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone, and telegraph services, or any other utility or service used on the property.

h. This Agreement shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

i. All notices to the Department shall be sent to the address for rent payments and all notices to Lessee shall be sent to the property address provided herein or otherwise provided in writing to the Department.

j. The parties to this Agreement hereby understand and agree that the venue for any action that may arise as a result of this Agreement shall be in Leon County, Florida.

k. If Lessee is a "contractor" for the purposes of Section 119.0701, Florida Statutes, Lessee shall comply with public records laws and specifically shall:

1. Keep and maintain the public records that ordinarily and necessarily would be required to be kept and maintained by the Department in order to perform the services identified herein.
2. Provide the public with access to those public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining the public records and transfer, at no cost, to the Department all the public records in possession of Lessee upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All such public records (if any) stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

If Lessee fails during such times to comply with a public records request, the Department shall enforce this section in accordance with this Agreement.

Lessee shall otherwise allow public access to all documents, papers, letters or other materials, made or received by Lessee in connection with this Agreement and the lease of the Demised Premises, to the extent such access is required because such documents, papers, letters or other materials are subject to the provisions of s. 24(a) of the State Constitution or Chapter 119, Florida Statutes.

l. Section 287.133(3)(a), Florida Statutes, requires that Lessee be informed of the following provisions of section 287.133 (2)(a), Florida Statutes: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity

crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

m. The Department shall consider the employment knowingly by Lessee of unauthorized aliens a violation of Section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement.

n. This Agreement shall not create any third-party beneficiary hereunder, nor shall this Agreement authorize anyone not a party hereto to maintain a suit against the Department pursuant to the terms of this Agreement.

o. This Agreement shall be binding upon the successors, assigns and legal representatives of Lessee and the Department.

p. All Exhibits attached to this Agreement are made a part hereof as if fully copied herein. All submittals required to be submitted by Lessee that are approved by the Department are by reference made a part of this Agreement as if fully copied herein.

q. Nothing in this Agreement or in any documents executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the Department of its sovereign immunity in tort under the Constitution and laws of the State of Florida.

r. "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

s. Lessee does not qualify for relocation benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. Section 4601 et seq.)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

LESSEE (Company Name, if applicable)

By: _____

Name: _____

Title: _____

Attest: _____ (Seal)

Name: _____

Title: _____

By: _____
District Counsel

Name: _____

Name/Title: _____
Legal Counsel

District Counsel

Name: Don Conway, FDOT Senior Attorney as to Form & Legality

DS
DC

ADDENDUM

This is an Addendum to that certain Right of Way Use and Occupancy Agreement between _____
City of Venice, Florida
and the State of Florida Department of Transportation dated the _____ day of _____,
In addition to the provisions contained in said Agreement, the following terms and conditions shall be deemed to be a part thereof
pursuant to Paragraph 9 (d) of said Agreement:

Lessee agrees that as of the date of execution of this agreement that no significant damage to the underneath pilings and
appurtenances to the Hatchett Creek Bridge structure exists.

a) Lessee, at Lessee's sole cost and expense, shall repair any and all damages within the area designated in Exhibit A, to the Hatchett
Creek Bridge structure, including damage to the pilings and any and all appurtenances thereof by the public, third parties or Lessee's
employees or agents. Such damage will be evaluated at the sole discretion of the Lessor. In the event that Lessee fails to repair such
damage, the Department reserves the right, at its' discretion, to perform the repairs and the cost shall be immediately due and payable
to the Department.

b) Any improvements or changes to the leased space by Lessee must be permitted through the Departments' district maintenance
office: 801 N Broadway, Bartow, FL.

c) Lessee is responsible, in case of emergency determined by the Department to comply with the plan(attached and incorporated by
reference as (Exhibit C) to evacuate any and all vehicles including third party owned vehicles from the leased space within 24 hours
notice by the Department of Transportation. If a fence/gate is placed around the parking area, the Lessee will provide a key/code for the
gate to FDOT, Manatee Operations Center Engineer, 14000 Hwy 64, Bradenton, Manatee County.

d) In addition to Section 4, Item I, no flammable materials are to be stored within the leased area.

e) Placement of a dumpster is prohibited within the leased area, however, small bins or trash receptacles to be used by the public are
acceptable.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

LESSEE (Company Name, if applicable)

By: _____

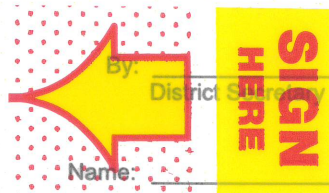
Name: _____

Title: _____

Attest: _____ (Seal)

Name: _____

Title: _____



Attest: _____



District Counsel

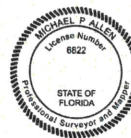
Name: Don Conway, Senior Attorney as to Form & Legality

DS
DC

SKETCH AND DESCRIPTION
THIS IS NOT A BOUNDARY SURVEY
EXHIBIT A
PAGE 1 OF 2

A Parcel of land located in the NW 1/4 of Section 7, T39S, R19E, City of Venice, Sarasota County Florida more particularly described as follows;
Commence at the Southwest corner of the Northwest Quarter (1/4) of said Section 7; Thence South 89°46'59" East along the South line of the Northwest Quarter (1/4) of said Section 7 a distance of 1864.61 feet to the intersection with the Survey Baseline of State Road 45, U.S. 41 Business (Section 17010-2526) according to the Florida Department of Transportation Right-of-Way Map; thence North 00°28'55" East along said Survey Baseline for a distance of 1395.94 feet; thence North 89°31'05" East a distance of 10.38 feet to the true point of beginning being station 24+369.39 at +10.36 right of the Survey Baseline; thence North 85°07'13" East, a distance of 102.47 feet; thence South 04°05'23" East, a distance of 35.91 feet; thence South 04°26'43" East, a distance of 40.66 feet; thence South 03°42'38" East, a distance of 40.11 feet; thence South 01°33'02" West, a distance of 69.54 feet; thence South 05°17'24" West, a distance of 17.08 feet; thence South 16°18'50" West, a distance of 5.59 feet to the beginning of a curve concave to the northwest having a radius of 42.86 feet and a central angle of 50°19'31" and being subtended by a chord which bears South 64°24'07" West 36.45 feet; thence southwesterly and westerly along said curve, a distance of 37.64 feet; thence North 89°20'26" West, a distance of 19.78 feet to the beginning of a curve concave to the northeast having a radius of 42.53 feet and a central angle of 49°03'21" and being subtended by a chord which bears North 65°03'59" West 35.32 feet; thence westerly and northwesterly along said curve, a distance of 36.42 feet; thence North 10°02'27" West, a distance of 56.69 feet; thence North 03°46'10" West, a distance of 36.67 feet; thence North 04°26'35" West, a distance of 35.41 feet; thence North 04°27'24" West, a distance of 72.69 feet to the Point of Beginning. Containing 0.4887 Acres, more or less.

Basis of Bearing is the survey baseline of State Road 45, U.S. 41 Business (Section 17010-2526) according to the Florida Department of Transportation Right-of-Way Map being N0 28'55"E.



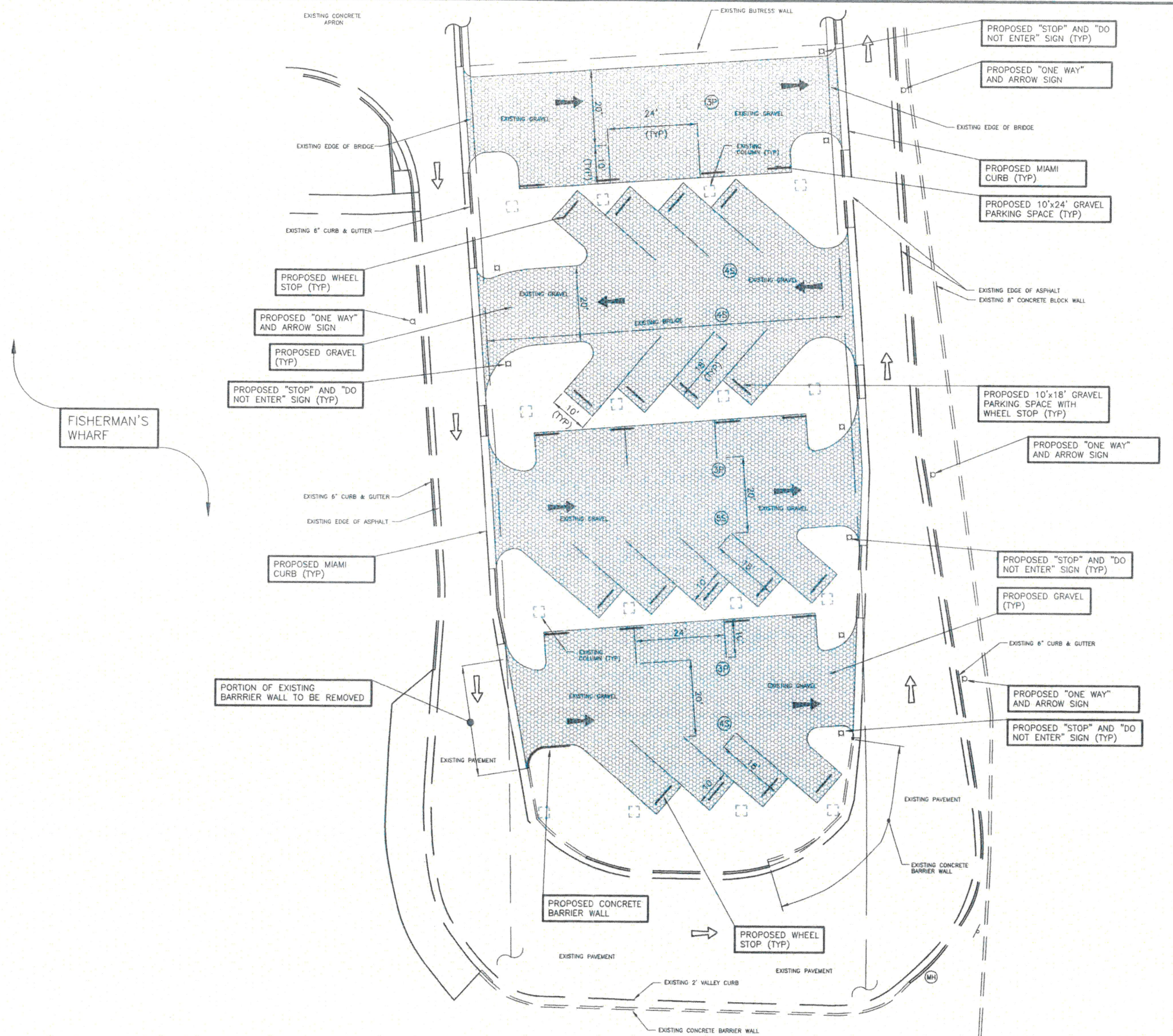
Digitally signed
by Michael P
Allen:
Date:
2021.09.24
13:28:36 -04'00'

BRIGHAM/ALLEN LAND SURVEYING
LB 7898

303. S. TAMiami TRAIL
SUITE E
Nokomis, Florida 34275
ph. (941) 493-4430
brighamallensurveying@gmail.com


UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

BY: 
Michael P. Allen
Professional Surveyor and Mapper PSM 6822 State of Florida
DATE 07-27-21



SITE DATA

NO. OF PROPOSED GRAVEL
PARKING SPACES = 26 SPACES



NORTH

FISHERMAN'S
WHARF


CLIENT:	PROJECT NAME:	SEC.: TWP.: RNG.:	PROJECT NUMBER	NO. DATE BY	REVISIONS	<small>©2006 by Professional Engineering Resources, Inc. All Rights Reserved. The arrangements depicted herein are the sole property of Professional Engineering Resources, Inc. and may not be reproduced in any form without its written permission.</small>	 <p>PEER PROFESSIONAL ENGINEERING RESOURCES, INC. 646 64th AVE. NORTH ST. PETERSBURG, FL 33702 CIVIL ENGINEERS, PLANNERS, PERMIT EXPEDITORS CERTIFICATE OF AUTHORIZATION NUMBER: 4401</p>	DRAWING TYPE	DESIGNED BY	SHEET NUMBER
MPS DEVELOPMENT AND CONSTRUCTION, LLC 333 S. TAMiami TRAIL, SUITE 205 VENICE, FL 34285	CITY OF VENICE UNDER BRIDGE PARKING PARKING LOT SITE PLAN		16-2216				<input checked="" type="checkbox"/> PRELIMINARY <input type="checkbox"/> CONSTRUCTION <input type="checkbox"/> RECORD	PVS	1	
			SCALE					CHECKED BY		
			N.T.S.					PVS		
								DATE		
								5-11-21		
								APPROVED		
								PAUL V. SHERMA, REG. NO. 35628		



EXHIBIT C

KMI/Hatchett Creek Bridge Emergency Response Plan

As a condition of the Florida Department of Transportation (FDOT) consent to use the area under the north side of the KMI/Hatchett Creek Bridge for public parking, the City of Venice establishes the following procedures during an emergency event:

Prior to Emergency Event:

Signs will be placed under the bridge in the parking area to notify public that vehicles will be towed in the event of an emergency that requires evacuation or immediate evacuation of the area under the bridge.

Upon Notification of Emergency Event:

- Notification to the adjacent businesses will be conducted requesting that cars be moved immediately.
- Any car not moved within one hour will be researched by Venice Police Department in an attempt to locate the owners.
- Any car not moved within 6 hours or immediately in a severe emergency event, will be towed and placed in adjacent public parking area for the owner to claim their vehicle.

During Scheduled or Routine Maintenance Activities:

The City of Venice will barricade and close the parking area when requested by FDOT as requested to conduct maintenance or construction activities.

Please send notification of required closures to:

Kathleen Weeden, PE
City Engineer
City of Venice
401 W. Venice Avenue
Venice, FL 34285
941-882-7409 office
941-441-7285 cell
kweeden@venicefl.gov

Rick Simpson
Asst. Director of Public Works
City of Venice Public Works Dept.
221 S. Seaboard Ave.
Venice, FL 34285
941-882-7365 office
941-650-6966
RSimpson@Venicefl.gov

In emergency situations, please contact Venice Police Department non-emergency number 941-486-2444 or 911 as appropriate if you are not able to reach Ms. Weeden or Mr. Simpson.