

Prepared by: City Attorney's office for
Return to: City of Venice
401 W. Venice Avenue
Venice, FL 34285
Amended by: City of Venice August 6, 2014

EASEMENT AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 20____, by
Villas of Venice, Inc. Condominium Association ("Grantor") of
908 Villas Drive, Venice, Florida, to and for the benefit of the CITY OF VENICE
("Grantee"), whose mailing address is 401 West Venice Avenue, Venice, Florida
34285.

WHEREAS, Grantor is the legal representative and agent of the lawful owner of certain real property located along the beaches of the City of Venice, County of Sarasota, State of Florida, and which address is 908 Villas Drive, Venice, FL, Sarasota County Property Identification Number 0177101001 to 0177101079 inclusive, referred to as the "Easement Property" which is more particularly described as follows:

All that portion of the following described real property which lies seaward of the plus 9.0 foot contour line as measured vertically from the North American Vertical Datum of 1988 (NAVD88):

Venice Villas, a Condominium in Section 13, Township 39 South, Range 18 East, Sarasota County, Florida, as recorded in Condominium Book 8, Pages 36 through 36f of the Public Records of Sarasota County, Florida.

WHEREAS, Grantee is a governmental body, established under the laws of the State of Florida among whose primary duties are to provide long-term protection to the Venice shoreline; and

WHEREAS, the Grantee in the performance of its duties hereby desires and deems it necessary to acquire certain rights and interests in the Easement Property in order to preserve the beaches and shoreline of Venice; and

WHEREAS, the Grantor acknowledges the benefit to be received as a result of the Beach Restoration Project and desires to convey to Grantee herein an interest in the Easement Property which shall include the non-exclusive right to use same in connection with its Beach Restoration Project.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Easement. Grantor hereby grants, sells, bargains and conveys unto Grantee, its representatives, agents and contractors, subject to the terms and conditions hereinafter set forth, a perpetual and assignable easement and right-of-way in, on, over and across the Easement Property for use by the City of Venice, its representatives, agents, contractors and assigns, to construct, preserve, patrol, operate, maintain, repair, rehabilitate and replace a public beach including the dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and/or dunes; to nourish and renourish periodically; to move, temporarily store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Venice Beach Restoration Project, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell and remove from said land all trees, underbrush, debris, obstructions and any other vegetation, structures and obstacles within the limits of the easement; reserving, however, to the Grantor, its successors and assigns, the right to construct a private dune overwalk structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the dune in

shape, dimension or function, and that prior approval of the plans and specifications for such structures is obtained from the City Engineer and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further reserving to the Grantor, its heirs, successors and assigns all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject however to existing easements for public roads and highways, public utilities, railroads and pipelines.

2. Reasonable Use. The rights and interest conveyed hereunder are conditioned upon the reasonable exercise thereof by Grantee. Grantee agrees not to unreasonably interfere with Grantor's use of the Easement Property. Grantee further agrees that it shall, at Grantee's cost, repair any damage caused to Grantor's property as a result of Grantee's negligence and it shall indemnify Grantor against any loss or damage caused by the negligent exercise of Grantee's right of ingress and egress, or by any wrongful or negligent act or omission of Grantee or its agents or employees in the course of their employment.

3. Character of Property. The interpretation and performance of this Deed of Easement shall be governed by the laws of the State of Florida.

The Grantee shall not construct any improvements on the property unless permission is granted herein or by subsequent agreement by the parties.

4. Grantor's Obligations. Grantor agrees not to authorize any acts which would interfere with the rights granted to Grantee under this Agreement. This shall include, but not be limited to, any of the following: removing any of the sand which is presently located on the beach or placed there by Grantee pursuant to the terms hereof; placing any other material or substance in or around the beach area which may have the effect of damaging the structure or appearance of the beach or coastline.

5. Notice. In the event any damage is caused or believed to be caused by Grantee to the Easement Property, Grantor agrees, within fifteen (15) days of becoming aware of same, to notify Grantee in writing at 401 West Venice Avenue, Venice, Florida 34285, via postage prepaid, certified mail, return receipt requested. Failure of Grantor to

timely notify Grantee of same shall excuse Grantee from liability for any and all such damage.

6. Covenants Run With the Land. The agreements, covenants, restrictions, reservations and easements herein set forth are and shall be covenants running with the land and shall inure to the benefit of and be binding upon the present owner(s) and all future owners of all or any portion of the Easement Property and their respective heirs, successors, assigns and all persons claiming by, through or under them.

7. Grantors' Representations. Grantor acknowledges, warrants and represents that Grantor is the legal representative and agent of the lawful owner who has good and marketable legal title to the Easement Property and that Grantor has the full right, power and authority to grant this easement to Grantee and all other rights conveyed hereunder pursuant to section 718.111(10), Florida Statutes.

8. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication and this Agreement shall be strictly limited to and for the purposes expressed herein.

9. Modifications or Cancellation. This Agreement may not be modified or cancelled without the express written consent of Grantee and Grantor or their respective heirs, successors or assigns.

10. Partial Invalidity. If any provision of this Agreement or the application thereof shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

11. Attorney's Fees. Any party failing to comply with the terms of this agreement shall pay expenses, including a reasonable attorney's fee, incurred by the other party as a result of such failure, including appellate court proceedings.

12. Entire Agreement. This constitutes the entire agreement by the parties with respect to the subject matter hereof.

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

GRANTOR

Villas of Venice, Inc. Condominium Association

By: _____

Name: _____

Its: _____

Print Name

Print Name

GRANTEE

CITY OF VENICE

By: _____

ATTEST:

John Holic, Mayor

Lori Stelzer, City Clerk

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ as _____ of _____, a Florida Corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification and who did not take an oath.

Notary Public

My Commission expires:

Printed name of Notary

Commission Number

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by JOHN HOLIC, as Mayor of THE CITY OF VENICE, FLORIDA, who is personally known to me and who did not take an oath.

Notary Public

My Commission expires:

Printed name of Notary

Commission Number