

This Document Prepared By and After Recording Return to:
Annette M. Boone, Esq.
Boone, Boone & Boone, P.A.
P.O. Box 1596
Venice, Florida 34284

Recording Data Above

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT is made effective as of the ____ day of _____, 2019, by and between **VENICE THEATRE, INC.**, a Florida not for profit corporation, whose mailing address is 140 W. Tampa Avenue, Venice, Florida 34285 (hereinafter referred to as "Grantor"), and **CITY OF VENICE, FLORIDA** a political subdivision of the State of Florida, whose mailing address is 401 W. Venice Avenue, Venice, Florida 34285 (hereinafter referred to as "Grantee"), establishes that:

WITNESSETH:

WHEREAS, Grantor is the owner of a parcel of real property located in Sarasota County, Florida, with the commonly known address of 245 N. Tamiami Trail, Venice, Florida 34285 ("Grantor Parcel"); and

WHEREAS, Grantee has determined that ingress and egress is needed across the Grantor Parcel for the following purposes: (1) public access to the property located North and adjacent to the Grantor Parcel, and (2) emergency access (under the existing bridge on US-41) to serve the Waterfront Condominiums located east of the Grantor Parcel; and

WHEREAS, through Exhibit "A" attached hereto and made a part hereof by this reference ("Easement Property"), Grantee and Grantor have identified the location and extent of this access easement necessary to accommodate the purposes set forth herein; and

WHEREAS, Grantee is a municipal corporation accepting rights on behalf and for the benefit of the public;

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 to Grantee, on behalf of the public, a non-exclusive, perpetual easement as identified on Exhibit "A" ("Easement Property") for

purposes of providing the public with ingress and egress for pedestrian and vehicular traffic over, across and through the Grantor Parcel. Grantor covenants with Grantee that Grantor is lawfully seized of said lands, and the Grantor has good right and lawful authority to grant this easement and shall take no action to interfere with the Grantee's use of said easement; that the Grantor hereby fully warrants the easement being granted and will defend the same against the lawful claims of all persons whomsoever.

3. **Improvement and Maintenance.** Grantee shall not be permitted to construct any improvements within the Easement Property 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.

4. **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.

5. **Effect.** This Easement shall become effective upon its recordation in the Public Records of Sarasota County, Florida. 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. **Severability.** Invalidation of any term or provision of this Declaration of Easement, by judgment or court order, shall not affect any of the other provisions hereof which shall remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Declaration of Easement effective as of the _____ day of _____, 2019.

Witnesses:

(Signature)

(Printed Name)

(Signature)

(Printed Name)

GRANTOR:

**Venice Theatre, Inc.,
a Florida not for profit corporation**

By: _____

Print Name: _____

As its: _____

**STATE OF FLORIDA
COUNTY OF SARASOTA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____ as _____. He is personally known to me or has produced _____ as identification.

[AFFIX NOTARY SEAL]

Print Name: _____

Notary Public, State of Florida

Serial No. _____

My Commission Expires: _____

GRANTEE:

CITY OF VENICE, FLORIDA

ATTEST:

Lori Stelzer, MMC, City Clerk

Ron Feinsod, Mayor

**STATE OF FLORIDA
COUNTY OF SARASOTA**

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by Ron Feinsod, 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: _____

LEGEND

R/W = RIGHT -OF-WAY
 O.R.B. = OFFICIAL RECORDS BOOK
 O.R.I. = OFFICIAL RECORDS INSTRUMENT
 B.B. = BEARING BASIS
 P.I.D. = PROPERTY IDENTIFICATION
 N.T.S. = NOT TO SCALE
 NO. = NUMBER

SKETCH OF:
 A PUBLIC INGRESS/EGRESS EASEMENT,
 LYING AND BEING IN SECTION 7, TOWNSHIP
 39 SOUTH, RANGE 19 EAST,
 SARASOTA COUNTY, FLORIDA

"NOT A SURVEY"



NOT TO SCALE

NORTH LINE OF
 HAMILTON COMMERCIAL CONDOMINIUM,
 CONDOMINIUM BOOK 27, PAGE 7

WEST RIGHT
 OF WAY LINE

WEST LINE OF
 STIPULATED ORDER OF TAKING,
 O.R.I. #1999151206

SURVEYORS NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF HAMILTON COMMERCIAL CONDOMINIUM, BEING S.89°56'00"W., PER PLAT.
2. THE SKETCH & DESCRIPTION SHOWN HEREON DOES NOT REPRESENT A BOUNDARY SURVEY.
3. NOT VALID WITHOUT SHEETS 1 OF 2 AND 2 OF 2.

LINE TABLE:

LINE	BEARING	DISTANCE
L1	N.89°56'00"E.	14.56'
L2	S.01°02'00"W.	1.86'
L3	S.89°56'00"W.	19.91'
L4	S.89°56'00"W.	20.00'

CURVE TABLE:

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1909.85'	249.24'	249.06'	S 01°45'09" W	07°28'38"
C2	1929.85'	198.96'	198.87'	N 00°55'55" E	05°54'25"
C3	30.00'	49.13'	43.82'	N 43°01'56" W	93°50'08"
C4	30.00'	47.15'	42.44'	S 45°01'30" W	90°03'00"

POINT OF COMMENCEMENT
 SOUTHWEST CORNER OF
 HAMILTON COMMERCIAL CONDOMINIUM,
 CONDOMINIUM BOOK 27, PAGE 7

SOUTH LINE OF
 HAMILTON COMMERCIAL CONDOMINIUM,
 CONDOMINIUM BOOK 27, PAGE 7

PLATTED RIGHT
 OF WAY LINE

B. GREGORY RIETH
 FLORIDA SURVEYOR & MAPPER REG'N #5228

DATE: 8/20/2019

"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A
 FLORIDA LICENSED SURVEYOR AND MAPPER."

EST. 1987
STRAYER
 SURVEYING & MAPPING, INC.

742 Shamrock Boulevard
 Venice, Florida 34293
 (941) 496-9488
 Fax (941) 497-6186

www.strayersurveying.com

SHEET 1 OF 2

REVISION:

PARCEL #: 0407112001

DRAWN: B.G.R.

DATE: 8/20/2019

SCALE
 N.T.S.

EASEMENT CONTAINS: 12,336.4 SQ. FT.±

CHECKED: E.B.B.

DATE: 8/20/2019

FILE NO.
 19-07-10

DESCRIPTION OF:
A PUBLIC INGRESS/EGRESS EASEMENT,
LYING AND BEING IN SECTION 7, TOWNSHIP
39 SOUTH, RANGE 19 EAST,
SARASOTA COUNTY, FLORIDA

A PUBLIC INGRESS/EGRESS EASEMENT, LYING OVER AND ACROSS HAMILTON COMMERCIAL CONDOMINIUM, ACCORDING TO THE PLAT THEREOF, RECORDED IN CONDOMINIUM BOOK 27, PAGE 7, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AS AMENDED, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID HAMILTON COMMERCIAL CONDOMINIUM, THENCE ON THE SOUTH LINE OF SAID CONDOMINIUM, N.89°56'00"E. 14.56' FOR A POINT OF BEGINNING OF THIS DESCRIPTION; THENCE LEAVING SAID SOUTH LINE, NORTH, 251.07' TO THE NORTH LINE OF SAID HAMILTON COMMERCIAL CONDOMINIUM; THENCE ON SAID NORTH LINE, S.89°57'00"E., 134.58' TO THE WEST RIGHT OF WAY LINE OF NORTH TAMiami TRAIL, PER STIPULATED ORDER OF TAKING, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 1999151206, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, SAID POINT LYING ON THE ARC OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 1909.85, A DELTA ANGLE OF 07°28'38", A CHORD BEARING OF S.01°45'09"W., AND A CHORD LENGTH OF 249.06'; THENCE ON THE ARC OF SAID CURVE, SOUTHERLY, AND ON SAID WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT NO. 1999151206, 249.24'; THENCE CONTINUE ON SAID WEST LINE, S.01°02'00"W., 1.86' TO A POINT ON THE SOUTH LINE OF SAID HAMILTON COMMERCIAL CONDOMINIUM, THENCE ON SAID SOUTH LINE, S.89°56'00"W., 19.91' TO A POINT ON A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 1929.85, A DELTA ANGLE OF 05°54'25", A CHORD BEARING OF N.00°55'55"E., AND A CHORD LENGTH OF 198.87'; THENCE ON THE ARC OF SAID CURVE, NORTHERLY, 198.96' TO A POINT OF REVERSE CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 30.00', A DELTA ANGLE OF 93°50'08", A CHORD BEARING OF N.43°01'56"W., AND A CHORD LENGTH OF 43.82'; THENCE ON THE ARC OF SAID CURVE, NORTHWESTERLY, 49.13' TO A POINT OF TANGENCY; THENCE N.89°57'00"W., 30.32' TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 30.00', A DELTA ANGLE OF 90°03'00", A CHORD BEARING OF S.45°01'30"W., AND A CHORD LENGTH OF 42.44'; THENCE ON THE ARC OF SAID CURVE, SOUTHWESTERLY, 47.15' TO A POINT OF TANGENCY; THENCE SOUTH, 201.00' TO A POINT ON THE SOUTH LINE OF SAID HAMILTON COMMERCIAL CONDOMINIUM; THENCE ON SAID SOUTH LINE, S.89°56'00"W., 20.00' TO THE POINT OF BEGINNING.

LYING AND BEING IN SECTION 7, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, AND CONTAINING 12,336.4 SQUARE FEET, MORE OR LESS.

SURVEYORS NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF HAMILTON COMMERCIAL CONDOMINIUM, BEING S.89°56'00"W., PER PLAT.
2. THE SKETCH & DESCRIPTION SHOWN HEREON DOES NOT REPRESENT A BOUNDARY SURVEY.
3. NOT VALID WITHOUT SHEETS 1 OF 2 AND 2 OF 2.



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SHEET 2 OF 2

REVISION:	PARCEL #: 0407112001	DRAWN: B.G.R.	DATE: 8/20/2019	SCALE N.T.S.
	EASEMENT CONTAINS: 12,336.4 SQ. FT.±	CHECKED: E.B.B.	DATE: 8/20/2019	FILE NO. 19-07-10