

This Document Prepared by and Return to:  
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Boone, Boone & Boone, P.A.  
P.O. Box 1596  
Venice, Florida 34284

## Public Access Easement

This Public Access Easement ("Easement") is granted this \_\_\_ 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", for the benefit of the general public.

### RECITALS

**WHEREAS**, Grantor owns the property with the commonly known address of 245 N. Tamiami Trail, Venice, Florida 34285, located west of and adjacent to the linear park known as the "Venetian Waterway Trail" ("Grantor Parcel"); and

**WHEREAS**, Grantee formerly owned the Grantor Parcel and desires to retain public access to the Venetian Waterway Trail through the Grantor Parcel; and

**WHEREAS**, based on the conditions and obligations set forth herein, Grantor agrees to grant Grantee an access easement over the Grantor Parcel for non-vehicular, predominately bicycle and pedestrian, ingress and egress.

**NOW THEREFORE**, and in consideration of the mutual covenants herein contained and other good and valuable consideration in hand paid by the parties, the sufficiency and receipt of which are hereby expressly acknowledged and confirmed, the parties here by agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
2. Grantor Obligations:
  - a. Grantor hereby grants to Grantee a non-exclusive easement on, over and across the Grantor Parcel, as described in Exhibit "A", attached hereto and made a part hereof, for non-vehicular, predominately bicycle and pedestrian, ingress and egress ("Grantee Easement Area").
  - b. The Grantee Easement Area shall be open to the public during posted Venetian Waterway Trail hours only.
  - c. 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.

- d. Grantor agrees that public access to the Grantee Easement Area cannot be temporarily or permanently closed or limited without the prior written permission of Grantee.
3. Grantee Obligations:
  - a. Grantee shall not be permitted to construct any improvements within the Grantee Easement Area 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 Grantee Easement Area.
  - b. Grantee agrees to install and construct any improvements over the Grantee Easement Area in location and manner so not to interfere with ingress and egress on and about the Grantor Parcel.
  - c. Any improvements shall be designed, permitted and constructed at no cost to Grantor.
4. Indemnity. Grantor and Grantee shall comply with all laws, rules, regulations and requirements of all governmental authorities, and shall indemnify, defend and hold each other harmless against all claims, demands, loss, damage, liabilities and expenses and all suits, actions and judgments arising out of or relating to acts or omissions on, over, under or across the Grantee Easement Area. Grantee's undertakings pursuant to this Paragraph shall be only to the extent allowed by Sec. 768.28, Florida Statutes and other applicable law and shall not be deemed to constitute a waiver of Grantee's sovereign immunity.
5. Effect and Effective Date. This Easement shall become effective upon its recordation in the Public Records of Sarasota County, Florida, and shall run with the land. Until terminated, as provided herein below, this easement shall remain in effect and run with the land, regardless whether specifically mentioned in any subsequent deed or conveyance of all or a part of the Grantor Parcel, and shall be binding on all persons subsequently acquiring all or a part of the Grantor Parcel.
6. Termination. This Easement shall terminate upon removal of the Grantee Easement Area by the Grantee or its successors in interest.
7. Severability. Invalidation of any term or provision of this Easement, by judgment or court order, shall not affect any of the other provisions hereof which shall remain in full force and effect.

**IN WITNESS WHEREOF**, Grantor and Grantee have executed this Public Access 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.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Notary Public, State of Florida

[AFFIX NOTARY SEAL]

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: \_\_\_\_\_

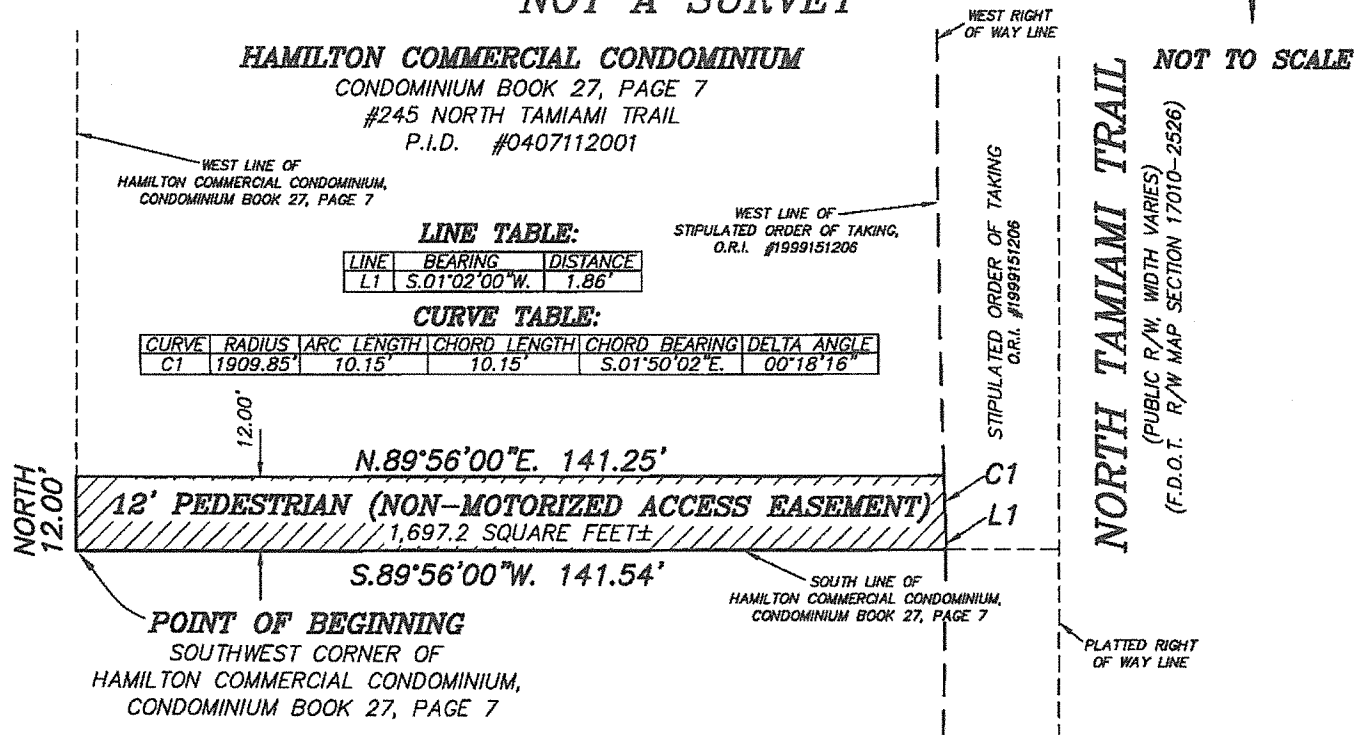
"A"

**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 & DESCRIPTION OF:**

A TWELVE-FOOT WIDE PEDESTRIAN (NON-MOTORIZED)  
 ACCESS EASEMENT, LYING AND BEING IN SECTION 7,  
 TOWNSHIP 39 SOUTH, RANGE 19 EAST,  
 SARASOTA COUNTY, FLORIDA

**"NOT A SURVEY"****DESCRIPTION:**

A TWELVE-FOOT WIDE PEDESTRIAN (NON-MOTORIZED) ACCESS EASEMENT, LYING OVER THE SOUTH TWELVE FEET OF 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:

BEGINNING AT THE SOUTHWEST CORNER OF SAID HAMILTON COMMERCIAL CONDOMINIUM, THENCE ON THE WEST LINE OF SAID CONDOMINIUM, NORTH, 12.00'; THENCE LEAVING SAID WEST LINE, 12.00' NORTHERLY FROM, AND PARALLEL WITH, THE SOUTH LINE OF SAID CONDOMINIUM, N.89°56'00"E., 141.25' 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 00°18'16", A CHORD BEARING OF S.01°50'02"E., AND A CHORD LENGTH OF 10.15'; THENCE ON THE ARC OF SAID CURVE, SOUTHERLY, AND ON SAID WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT NO. 1999151206, 10.15'; 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., 141.54' TO THE POINT OF BEGINNING.

LYING AND BEING IN SECTION 7, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, AND CONTAINING 1,697.2 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.

**B. GREGORY RIETH**

FLORIDA SURVEYOR &amp; MAPPER REG'N #5228

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

DATE: 8/20/2019

EST. 1987  
**STRAYER**  
 SURVEYING & MAPPING, INC.

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

www.strayersurveying.com

**REVISION:**

PARCEL #: 0407112001

DRAWN: B.G.R.

DATE: 8/20/2019

SCALE  
N.T.S.

EASEMENT CONTAINS: 1,697.2 SQ. FT.±

CHECKED: E.B.B.

DATE: 8/20/2019

FILE NO.  
19-07-10