

This instrument prepared by City of Venice  
and return to:  
City Clerk, City of Venice  
401 W. Venice Ave., Venice, FL 34285

## TEMPORARY CONSTRUCTION ACCESS EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION ACCESS EASEMENT AGREEMENT (the "Agreement"), made this 27 day of December, 2019, by and between Timothy L. Palmer Revocable Trust, a revocable trust under the laws of the State of Florida, whose mailing address is: c/o Timothy L. Palmer, Trustee, 709 Shakett Creek Drive, Nokomis, Florida 34275-2252 (hereinafter referred to as "Grantor"), and the CITY OF VENICE, FLORIDA, a Florida municipal corporation, whose mailing address is 401 W. Venice Avenue, Venice, Florida 34285 (hereinafter referred to as "Grantee"):

### WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid to the Grantor by the Grantee, the receipt and sufficiency of which is hereby acknowledged, said Grantor does hereby grant and convey to the Grantee, its successors and assigns, contractors, sub-contractors, consultants, and employees a non-exclusive temporary construction access easement (the "Easement") over, under, and upon the real property described in Exhibit "A," which is attached hereto and incorporated herein by reference (the "Easement Property"), to facilitate the Grantee's replacement of Grantee's stormwater facilities partially located on the Grantor's property (the "Project").

This Easement is granted in accordance with, and subject to, the following terms, conditions, requirements, and limitations:

1. The Easement is granted for ingress and egress to and from the Easement Property and for Grantee's use to do all things reasonably necessary to complete the Project on the Easement Property. Upon expiration of the Easement, the Grantee, at its sole cost and expense, shall restore the Easement Property to substantially the same condition it was in prior to Grantee's use with the exception of the replacement of the stormwater facilities. The term of this Agreement shall begin upon the date of mutual exception hereof and shall extend for one (1) year or until the Project has been completed, whichever occurs first.
2. Grantor and Grantee hereby acknowledge that the Project does not include any repairs or maintenance related to the seawall on Grantor's property.
3. Upon termination of this Agreement, all covenants in this instrument are released (other than Grantee's restoration obligations set forth in Section 1, Grantee's indemnification obligations set forth in Section 4, and the litigation cost recovery provision set forth in Section 10, all of which shall survive the expiration or termination of this Agreement) and the Easement Property shall be considered free and clear of any restriction or any right or privilege attaching to the grant of the Easement. Upon request by Grantor, Grantee shall

execute any documents reasonably requested by Grantor to confirm the termination of this Agreement.

4. The Easement shall allow the Grantee and its successors and assigns, contractors, sub-contractors, consultants, and employees to use the Easement Property solely for the purpose of completing the Project. To the extent permissible under Florida law, the Grantee shall indemnify and hold the Grantor harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the Grantee, its successors and assigns, contractors, sub-contractors, consultants, and employees, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of Grantor or its contractors or agents.

5. Grantor covenants and agrees that it is the fee owner of the Easement Property and that it has the authority to grant this Easement to the Grantee.

6. Grantor reserves all rights attendant to its ownership of the Easement Property, including but not limited to the use and enjoyment of the Easement Property for all purposes not inconsistent with the terms and conditions of this Agreement.

7. All notices provided for related to this Agreement shall be in writing and be delivered or mailed by registered or certified United States mail to the respective parties at the addresses provided above.

8. This Agreement represents the entire agreement between the Grantor and the Grantee as relates to the Easement and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to the Agreement must be in writing and executed by the respective parties hereto.

9. This Agreement shall be construed in accordance with Florida law. Venue for any action arising out of this Agreement shall be in Sarasota County, Florida.

10. In the event of litigation between the parties in connection with this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

11. The benefits and burdens of the Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Temporary Construction Access Easement Agreement as of the day and year first above written.

GRANTOR:

**TIMOTHY L. PALMER  
REVOCABLE TRUST**

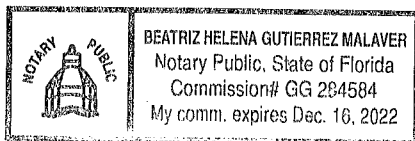
By: [Signature]  
Print Name: Timothy Palmer

WITNESSES:

[Signature]  
Print Name: Beatriz Gutierrez  
[Signature]  
Print Name: Lara Fyfe

STATE OF Florida  
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 27 day of December, 2019, by Timothy L Palmer who is personally known to me or who produced FL DL as identification.



[Signature]  
Notary Public  
Print Name: Beatriz H Gutierrez  
My Commission Expires: 12-16-2019

GRANTEE:

**CITY OF VENICE, FLORIDA**

Ron Feinsod, Mayor

ATTEST:

Lori Stelzer, City Clerk

Approved as to form and correctness:

Kelly M. Fernandez, City Attorney

# LEGEND

R/W = RIGHT-OF-WAY  
P.B. = POINT OF BEGINNING  
R.P.B. = ROAD PLAT BOOK  
P.O.C. = POINT OF COMMENCEMENT  
P.B. = PLAT BOOK  
O.R.B. = OFFICIAL RECORDS BOOK  
PG. = PAGE  
O.R.I. = OFFICIAL RECORDS INSTRUMENT  
SEC. = SECTION  
B.B. = BEARING BASIS  
TWP. = TOWNSHIP  
P.I.D. = PROPERTY IDENTIFICATION  
RNG. = RANGE  
N.T.S. = NOT TO SCALE  
NO. = NUMBER  
N.A.V.D. = NORTH AMERICAN VERTICAL DATUM  
T.B.M. = TEMPORARY BENCHMARK

## EXHIBIT "A"

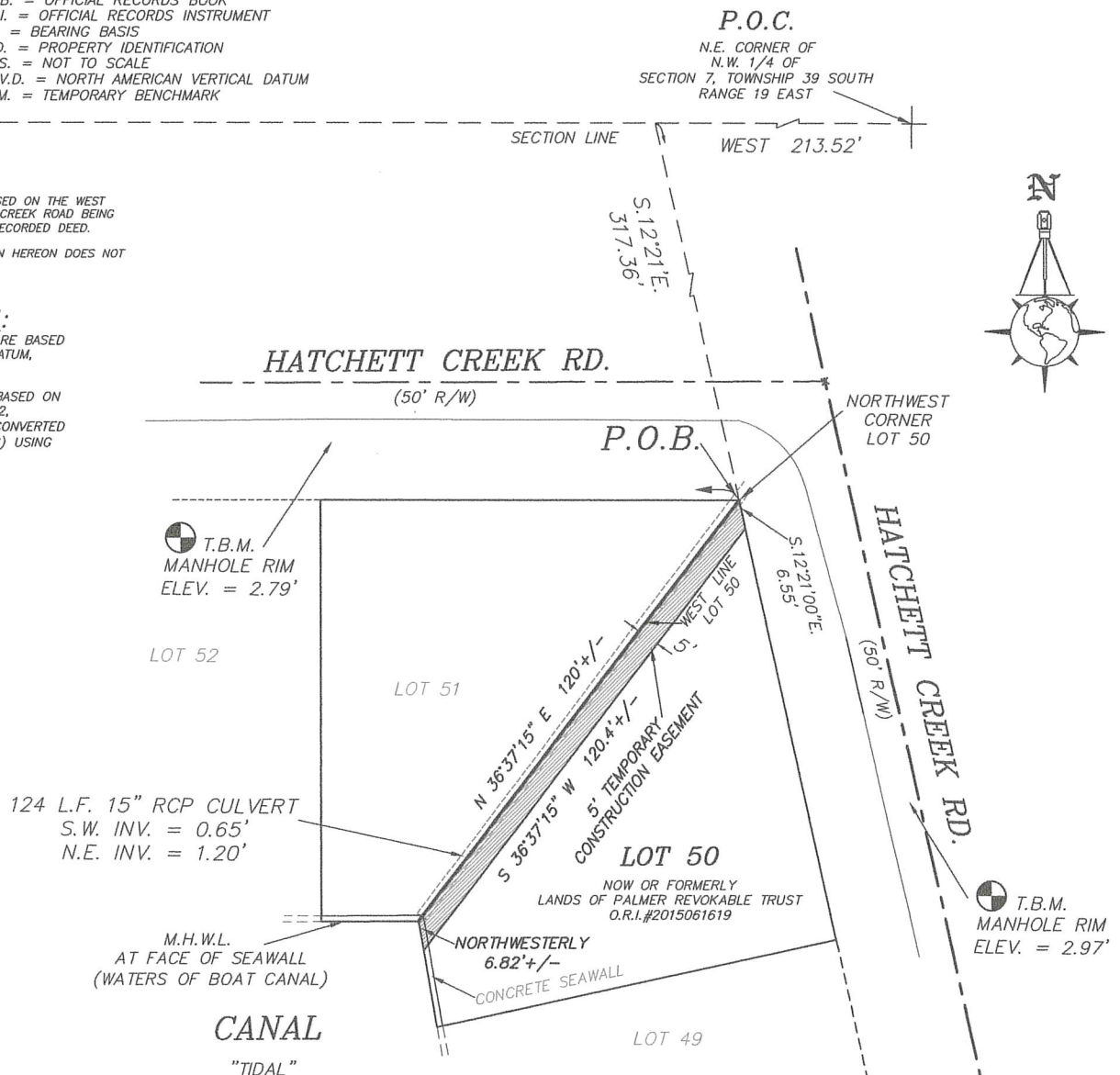
### SURVEYORS NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST RIGHT-OF-WAY LINE OF HATCHETT CREEK ROAD BEING S.12°21'00"E. BASED ON LOT 50 RECORDED DEED.
2. THE SKETCH & DESCRIPTION SHOWN HEREON DOES NOT REPRESENT A BOUNDARY SURVEY.

### ELEVATION NOTE:

ALL ELEVATIONS SHOWN HEREON ARE BASED ON THE N.A.V.D. 1988 VERTICAL DATUM, UNLESS OTHERWISE SPECIFIED.

ELEVATIONS SHOWN HEREON ARE BASED ON USC & GS BENCHMARK NO. N-252, ELEVATION 12.72 (N.G.V.D.1929). CONVERTED TO ELEVATION 11.59' (N.A.V.D.1988) USING CORPSCON VERSION 6.0.1.



### DESCRIPTION OF:

A 5.0 FEET WIDE TEMPORARY CONSTRUCTION EASEMENT LYING OVER, UNDER AND ACROSS A PORTION OF LOT 50, OF THE UNRECORDED PLAT OF VENICE BAY TRAILER PARK, SAID LOT 50 DESCRIBED IN OFFICIAL RECORDS INSTRUMENT #2015061619, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; SAID 5.0 FOOT WIDE EASEMENT DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 SOUTH, RANGE 19 EAST, AND RUN WEST ON THE SECTION LINE 213.52 FEET; THENCE SOUTH 12° 21' EAST 317.36 FEET TO THE SOUTHWEST CORNER OF THE INTERSECTION OF TWO 50-FOOT STREETS, ALSO BEING THE NORTHWEST CORNER OF SAID LOT 50 AND THE POINT OF BEGINNING; THENCE CONTINUE S.12° 21'00"E., 6.55 FEET; THENCE S.36°37'15"W., 120.4 FEET MORE OR LESS TO THE WATERS OF A BOAT CANAL; THENCE NORTHWESTERLY, ON SAID WATERS OF BOAT CANAL, A DISTANCE OF 6.82 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF SAID LOT 50, POINT LYING S.36°37'15"W., FROM THE POINT OF BEGINNING; THENCE N.36°37'15"E., ON SAID WEST LINE, A DISTANCE OF 120.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EASEMENT CONTAINING 601 SQUARE FEET, MORE OR LESS.

"NOT A SURVEY"  
NOT TO SCALE

ROBERT B. STRAYER, JR.  
FLORIDA SURVEYOR & MAPPER REG'N NO. 5027  
DATE: 11/27/19

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

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

www.strayersurveying.com

5' TEMPORARY CONSTRUCTION EASEMENT  
PREPARED FOR: CITY OF VENICE

### REVISION:

PARCEL #: 0407-03-0009

DRAWN: R.B.S.

DATE: 11/26/19

SCALE  
N.T.S.

EASEMENT CONTAINS: 601 SQ.FT. +/-

CHECKED: R.B.S.

DATE: 11/27/19

FILE NO.  
19-11-64