

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 30 day of December, 2019, by and between Longo-Venice, LLC, a New Jersey Limited Liability Company, whose mailing address is: 1708 Union Landing Road, Cinnaminson, New Jersey 08077-2530 (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:

WITNESSES:

LONGO-VENICE, LLC

Patricia A. Ullrich  
Print Name: PATRICIA A. ULLRICH

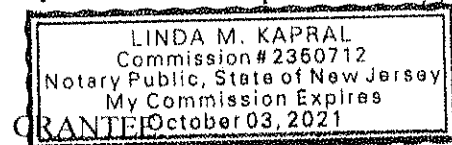
By: [Signature]  
Print Name: MICHAEL LONGO

Gina McCran  
Print Name: GINA MCCRAN

STATE OF New Jersey  
COUNTY OF Gloucester

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of December, 2019 by Michael B Longo who is personally known to me or who produced drivers license as identification.

Linda M. Kapral  
Notary Public  
Print Name: Linda M Kapral  
My Commission Expires: 10/3/2021



CITY OF VENICE, FLORIDA

Ron Feinsod, Mayor

ATTEST:

Lori Stelzer, City Clerk

Approved as to form and correctness:

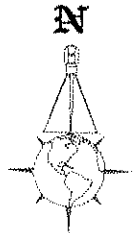
Kelly M. Fernandez, City Attorney

# LEGEND

R/W = RIGHT-OF-WAY  
 R.P.B. = ROAD PLAT BOOK  
 P.B. = PLAT BOOK  
 PG. = PAGE  
 SEC. = SECTION  
 TWP. = TOWNSHIP  
 RNC. = RANGE  
 NO. = NUMBER  
 P.O.B. = POINT OF BEGINNING  
 P.O.C. = POINT OF COMMENCEMENT  
 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  
 N.A.V.D. = NORTH AMERICAN VERTICAL DATUM

## EXHIBIT "A"

P.O.C.  
 1/4 SECTION CORNER  
 SECTION 7, TOWNSHIP 39 SOUTH  
 RANGE 19 EAST



HATCHETT CREEK RD.

(50' R/W)

NORTHEAST  
 CORNER  
 LOT 51

### SURVEYORS NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF HATCHETT CREEK ROAD BEING EAST, BASED ON 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.A.V.D. 1929); CONVERTED TO ELEVATION 11.59' (N.A.V.D. 1988) USING CORPSCON VERSION 6.0.1.

T.B.M.  
 MANHOLE RIM  
 ELEV. = 2.79'

LOT 52

124 L.F. 15" RCP CULVERT  
 S.W. INV. = 0.65'  
 N.E. INV. = 1.20'

M.H.W.L.  
 AT FACE OF SEAWALL

CANAL

"TIDAL"

LOT 51  
 NOW OR FORMERLY  
 LANDS OF LONGO-VENICE LLC  
 O.R.I. #2010109711

5' TEMPORARY  
 CONSTRUCTION EASEMENT

T.B.M.  
 MANHOLE RIM  
 ELEV. = 2.97'

WEST  
 6.32' +/-

CONCRETE SEAWALL

### DESCRIPTION OF:

A 5.0 FEET WIDE TEMPORARY CONSTRUCTION EASEMENT LYING OVER, UNDER AND ACROSS A PORTION OF LOT 51, OF THE UNRECORDED PLAT OF VENICE BAY TRAILER PARK, SAID LOT 51 DESCRIBED IN OFFICIAL RECORDS INSTRUMENT #2010109711, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; SAID 5.0 FOOT WIDE EASEMENT DESCRIBED AS FOLLOWS:

COMMENCE AT THE 1/4 SECTION CORNER ON THE NORTH LINE OF SECTION 7, TOWNSHIP 39 SOUTH, RANGE 19 EAST, AND RUN WEST ON SAID NORTH LINE OF SECTION 7, 488.7 FEET; THENCE SOUTH 310 FEET; THENCE EAST 250 FEET TO THE NORTHWEST CORNER OF SAID LOT 51; THENCE CONTINUE EAST 88.70 FEET, FOR A POINT OF BEGINNING; THENCE CONTINUE EAST, 6.30 FEET, TO THE NORTHEAST CORNER OF SAID LOT 51; THENCE ON THE EAST LINE OF SAID LOT 51, S.37°25'00"W., 120 FEET MORE OR LESS TO A BOAT CANAL; THENCE WEST, ON SAID CANAL, 6.32 FEET, MORE OR LESS TO A POINT LYING S.37°25'00"W., FROM THE POINT OF BEGINNING; THENCE N.37°25'00"E., 120.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EASEMENT CONTAINING 600 SQUARE FEET, MORE OR LESS.

"NOT A SURVEY"  
 NOT TO SCALE

ROBERT B. STRAYER, JR.  
 FLORIDA SURVEYOR & MAPPER REG'N NO. 5027

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

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

742 Shamrock Boulevard  
 Venice, Florida 34293  
 (941) 496-9466  
 Fax (941) 497-6186

www.strayersurveying.com

5' TEMPORARY CONSTRUCTION EASEMENT  
 PREPARED FOR: CITY OF VENICE

### REVISION:

PARCEL #: 0407030010

DRAWN: R.B.S.

DATE: 11/26/19

SCALE  
 N.T.S.

EASEMENT CONTAINS: 600 SQ. FT. +/-

CHECKED: R.B.S.

DATE: 11/27/19

FILE NO.  
 19-11-64