

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

UTILITY EASEMENT

THIS INDENTURE, made this _____ day of _____, 2021, by and between **SARASOTA COUNTY PUBLIC HOSPITAL DISTRICT**, a/k/a "Sarasota County Public Hospital Board," a body corporate pursuant to Chapter 2003-359, Laws of Florida, whose mailing address is: _____ (hereinafter referred to as "Grantor"), and the **CITY OF VENICE**, 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, a permanent, perpetual easement for the provision of City services, such right to include, but not be limited to, the perpetual right for Grantee, its employees, contractors, sub-contractors, agents, successors, and assigns to enter upon said easement at all times and construct, lay, reconstruct, operate, maintain, inspect, remove, or repair all lines, mains, pipes, fixtures, ditches, accessories, and all appurtenances thereto for the purpose of providing City services through, over, under, and upon the following property situated in Sarasota County, Florida, more particularly described as follows:

(See Exhibit "A" attached hereto and incorporated herein by reference)

For the full enjoyment of the rights granted herein, the Grantee shall have the further right to trim, cut, or remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of the lines, mains, pipes, fixtures, ditches, accessories, and appurtenances thereto. The Grantor further grants the reasonable right to enter upon adjoining lands of the Grantor for the purposes of exercising the rights herein granted.

The Grantor shall not grant additional easements or similar interests in, on, over, under, or across said easement premises without Grantee's prior written consent, which shall not be unreasonably withheld. Neither the Grantor, nor any person claiming an interest through the Grantor, shall interfere with the Grantee's utilization and enjoyment of the easement.

The Grantor hereby covenants with the Grantee and warrants that it is lawfully seized of said land in fee simple; that it has good, right, and lawful authority to sell and convey the said easement, and that the real property described above is free of all liens, mortgages and encumbrances of every kind except for real property taxes not delinquent. The Grantor further

covenants that there are no encumbrances of any kind that would prevent Grantee's full enjoyment of the easement.

The Grantor and Grantee acknowledge that a third-party, Florida Power & Light Company, holds an easement to a portion of the lands described herein and that Florida Power & Light Company must consent to this Utility Easement before the Utility Easement and the rights granted hereunder may be utilized and enjoyed by the Grantee. Said consent from Florida Power & Light Company shall be provided through a "Right of Way Consent Agreement" between Florida Power & Light Company and the Grantee, or through a similar process as determined by Florida Power & Light Company. Grantor shall have no obligation for securing such consent.

This Utility Easement and the covenants contained herein shall be deemed covenants running with the land and shall be binding on the parties hereto, as well as all such successors and assigns.

(signature pages to follow)

ACKNOWLEDGEMENT OF CORPORATION

IN WITNESS WHEREOF, the Grantor has caused this Utility Easement to be executed in Grantor's name, and official seal by the proper officer(s) or representative(s) duly authorized, as of the day and year first above written.

WITNESSES:

Print Name: _____

CAROLANN KALISH

Print Name: _____

Jaquie Hutter

SARASOTA COUNTY PUBLIC HOSPITAL DISTRICT, a body corporate under the laws of the State of Florida

By: _____

DAVID VERINDER

Its: _____

PRESIDENT & CEO

Attest: _____

Corporate Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF SARASOTA

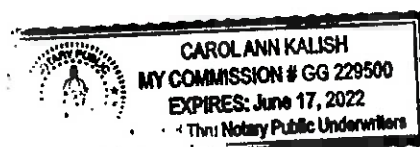
The foregoing instrument was acknowledged before me this 09th day of AUGUST, 2021, by DAVID VERINDER, as PRESIDENT & CEO of **SARASOTA COUNTY PUBLIC HOSPITAL DISTRICT**, by means of ☐ physical presence or ☐ online notarization, who is personally known to me or who produced _____ as identification.

Notary Public _____

Print Name: _____

CAROLANN KALISH

My Commission Expires: 6/17/2022



ACCEPTANCE BY GRANTEE

The foregoing easement is accepted and agreed to by the City of Venice, Florida, this ____ day
of _____, 2021.

Ron Feinsod, Mayor

ATTEST:

Lori Stelzer, City Clerk



DESCRIPTION

A 20 FOOT WIDE CITY OF VENICE PUBLIC UTILITY EASEMENT BEING A PORTION OF THE PREMISES DESCRIBED IN THE CORRECTIVE WARRANTY DEED RECORDED IN OFFICIAL RECORDS INSTRUMENT #2020063904, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCE AT SOUTHWESTERLY CORNER OF SAID PREMISES; THENCE N.89°23'42"W., ALONG THE NORTHERLY LINE OF THE PLAT OF WATERFORD, RECORDED IN PLAT BOOK 33 AT PAGE 15, SAID PUBLIC RECORDS, A DISTANCE OF 439.83 FEET TO THE EASTERLY LINE OF LOT 7, PLAT OF WOODLAND ACRES, RECORDED IN PLAT BOOK 20 AT PAGE 3, SAID PUBLIC RECORDS; THENCE N.00°02'11"W., ALONG SAID EASTERLY LINE, A DISTANCE OF 50.00 FEET TO THE NORTHERLY LINE OF SAID PLAT OF WOODLAND ACRES; THENCE N.89°42'16"W., ALONG SAID NORTHERLY LINE, A DISTANCE OF 1097.38 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE N. 45°38'25"E. A DISTANCE OF 60.17 FEET; THENCE N.00°00'00"E. A DISTANCE OF 119.78 FEET; THENCE S.90°00'00"E. A DISTANCE OF 194.33 FEET; THENCE N.00°00'00"E. A DISTANCE OF 18.55 FEET; THENCE N.79°37'06"E. A DISTANCE OF 95.92 FEET; THENCE N.66°19'18"E. A DISTANCE OF 119.78 FEET; THENCE S.23°25'24"E. A DISTANCE OF 52.12 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE.

THE SIDELINES OF SAID 20 FOOT WIDE EASEMENT ARE TO BE SHORTENED OR LENGTHENED TO INTERSECT AT THE NORTHERLY LINE OF SAID PLAT OF WOODLAND ACRES, AND AT RIGHT ANGLES AT THE POINT OF TERMINATION.

CONTAINING 13,224 SQUARE FEET BEING 0.3031 ACRES, MORE OR LESS.

| | | | |
|--|-------------------------|---|--|
| <p align="center">A SKETCH AND DESCRIPTION OF</p> <p>A 20 FOOT WIDE CITY OF VENICE PUBLIC UTILITY EASEMENT BEING PREMISES DESCRIBED IN CORRECTIVE WARRANTY DEED RECORDED IN OFFICIAL RECORD INSTRUMENT #2020063904 SECTION 33, TOWNSHIP 38 SOUTH RANGE 19 EAST</p> | | <p align="center">NOT A SURVEY</p> <p align="center">SEE SHEET 1 OF 2 FOR DESCRIPTION</p> | |
| <p>SCALE: 1" = 200'</p> | <p>DATE: 06/10/2021</p> | <div style="display: flex; align-items: center;">  <div> <p>WILLIAM J. McALLISTER, REGISTERED SURVEYOR & MAPPER FLORIDA CERTIFICATE NO. PSM 5283</p> <p>DATE OF SKETCH <u>06/10/2021</u></p> </div> </div> | |
| <p>JOB NO: 21-06-015</p> | <p>SHEET NO: 1 OF 3</p> | | |
| <div style="display: flex; align-items: center;">  <div> <p>DARRELL E. GERKEN PSM, INC.</p> <p>PROFESSIONAL SURVEYORS & MAPPERS</p> <p>CERTIFICATE No. LB 6754</p> <p>7282 55th AVENUE EAST, #126</p> <p>BRADENTON FL 34203</p> <p>(941) 232-0319</p> </div> </div> | | | |



1. THIS DRAWING IS A SKETCH OF THE DESCRIPTION SHOWN HEREIN ONLY, AND DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARCEL DESCRIBED.
2. BEARINGS SHOWN HEREIN ARE RELATIVE TO AN ASSUMED BEARING OF S.89°23'24"E. FOR THE NORTHERLY LINE PREMISES DESCRIBED IN CORRECTIVE WARRANTY DEED RECORDED IN OFFICIAL RECORD INSTRUMENT #2020063904.



POINT OF BEGINNING
CENTERLINE OF 20' WIDE CITY OF
VENICE PUBLIC UTILITY EASEMENT
NORTHWEST CORNER OF LOT 5,
WOODLAND ACRES

LOT 5

WOODLAND ACRES
PLAT BOOK 20 AT PAGE 3

LOT 6

LINE TABLE

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N.89°23'42"W. | 439.83' |
| L2 | N.00°02'11"W. | 50.00' |
| L3 | N.89°42'16"W. | 1097.38' |
| L4 | N.45°38'25"E. | 60.71' |
| L5 | N.00°00'00"E. | 119.78' |
| L6 | S.90°00'00"E. | 194.33' |
| L7 | N.00°00'00"E. | 18.55' |
| L8 | N.79°37'06"E. | 95.92' |
| L9 | N.66°19'18"E. | 119.78' |
| L10 | S.23°25'24"E. | 52.12' |

LOT 7

EASTERLY LINE OF LOT
7, WOODLAND ACRES

WATERFORD
PLAT BOOK 33 AT PAGE 15

POINT OF COMMENCEMENT
SOUTHWESTERLY CORNER PREMISES DESCRIBED
IN CORRECTIVE WARRANTY DEED RECORDED IN
OFFICIAL RECORD INSTRUMENT #2020063904

NORTHERLY LINE OF WOODLAND ACRES

NORTHERLY LINE OF WATERFORD

POINT OF TERMINATION
CENTERLINE OF 20' WIDE CITY OF
VENICE PUBLIC UTILITY EASEMENT

20 FOOT WIDE CITY
OF VENICE PUBLIC
UTILITY EASEMENT

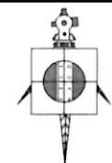
CONTAINING 13,224 SQUARE FEET
BEING 0.3031 ACRES, MORE OR LESS

PREMISES DESCRIBED IN CORRECTIVE
WARRANTY DEED RECORDED IN OFFICIAL
RECORD INSTRUMENT #2020063904

LAUREL ROAD RAMP TO I-75

A SKETCH AND DESCRIPTION OF
A 20 FOOT WIDE CITY OF VENICE PUBLIC UTILITY EASEMENT
BEING PREMISES DESCRIBED IN CORRECTIVE WARRANTY DEED
RECORDED IN OFFICIAL RECORD INSTRUMENT #2020063904
SECTION 33, TOWNSHIP 36 SOUTH RANGE 19 EAST

SCALE: 1" = 200' DATE: 06/10/2021
JOB NO: 21-06-015 SHEET NO: 3 OF 3



DARRELL E. GERKEN PSM, INC.
PROFESSIONAL SURVEYORS & MAPPERS
CERTIFICATE No. LB 6754
7282 55th AVENUE EAST, #126
BRADENTON FL 34203
(941) 232-0319

NOT A SURVEY
SEE SHEET 1 OF 2 FOR DESCRIPTION

SURVEYOR'S NOTES

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